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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): February 3, 2022 (February 2, 2022)

CHW Acquisition Corporation

(Exact name of registrant as specified in its charter)

Cayman Islands	**001-40764**	**N/A**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

2 Manhattanville Road
Suite 403
Purchase, New York 10577
(Address of principal executive offices, including zip code)

(914) 603-5016
(Registrant's telephone number, including area code)

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

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

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Units, each consisting of one Ordinary Share, par value $0.0001 par share, and one Redeemable Warrant	**CHWAU**	**The Nasdaq Stock Market LLC**
Ordinary Shares, par value $0.0001 per share, included as part of the Units	**CHWA**	**The Nasdaq Stock Market LLC**
Redeemable Warrants included as part of the Units, each warrant exercisable for one Ordinary Share at an exercise price of $11.50 per share	**CHWAW**	**The Nasdaq Stock Market LLC**

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

Emerging growth company ☒

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

Item 1.01. Entry into a Material Definitive Agreement.

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

Business Combination Agreement

Overview

On February 2, 2022, CHW Acquisition Corporation, a Cayman Islands exempted company ("***CHW***"), CHW Merger Sub Inc., a Delaware corporation and wholly owned direct subsidiary of CHW ("***Merger Sub***"), and Wag Labs, Inc., a Delaware corporation ("***Wag***"), entered into a business combination agreement (the "***Business Combination Agreement***"), pursuant to which, and subject to the terms and conditions contained therein, the business combination of CHW, Merger Sub and Wag (the "***Business Combination***") will be effected. The terms of the Business Combination Agreement, which contain customary representations and warranties, covenants, closing conditions, termination provisions, and other terms relating to the Business Combination, are summarized below. The combined company's business will continue to operate through Wag.

The Business Combination will be effected in two steps: (i) on the Domestication Closing Date, CHW will domesticate as a Delaware corporation (the "***Domestication***" and following the Domestication, CHW is referred to herein as "***New Wag***"); and (ii) on the Acquisition Closing Date, Merger Sub will merge with and into Wag, with Wag surviving the merger as a wholly owned subsidiary of New Wag (the "***Acquisition Merger***").

Concurrently with the Domestication, CHW will adopt and file a certificate of incorporation with the Secretary of State of the State of Delaware, pursuant to which CHW will change its name to Wag! Group Co., and adopt bylaws. At least one business day, but no more than two business days, after the Domestication, and no later than three business days following the satisfaction or waiver of the conditions set forth in the Business Combination Agreement (other than those conditions that by their nature are to be satisfied at the Acquisition Closing, but subject to the satisfaction or waiver of those conditions at such time), the Acquisition Merger will be consummated by the filing of a certificate of merger with the Secretary of State of the State of Delaware.

Conversion of Securities

Upon the Domestication Closing, by virtue of the Domestication and without any action on the part of CHW, Merger Sub, Wag, or the holders of any of CHW's or Wag's securities:

- each then-outstanding share of CHW common stock will be canceled and converted into one share of New Wag common stock;
- each then-outstanding CHW warrant will be assumed and converted automatically into a New Wag warrant; and
- each then-outstanding CHW unit will be canceled and converted into one unit of New Wag, representing one share of New Wag common stock and one New Wag warrant.

On the Acquisition Closing Date and immediately prior to the Acquisition Merger Effective Time, each then-outstanding share of Wag preferred stock (excluding Series P Preferred Stock of Wag) will convert automatically into a number of shares of Wag common stock at the then-effective conversion rate in accordance with the terms of the existing Wag charter. Each share of Wag preferred stock (excluding Series P Preferred Stock of Wag) is expected to convert in connection with the Conversion on a one-for-one basis into a share of Wag common stock.

At the Acquisition Merger Effective Time, by virtue of the Acquisition Merger and without any action on the part of New Wag, Merger Sub, Wag, or the holders of the following securities:

- each then-outstanding share of Wag common stock (including shares of Wag common stock resulting from the Conversion) will be canceled and converted into (a) the right to receive a number of shares of New Wag common stock equal to the Exchange Ratio and (b) the contingent right to receive Earnout Shares as additional consideration;

- all shares of Wag common stock and Wag preferred stock held in the treasury of Wag will be canceled without any conversion thereof and no payment or distribution will be made with respect thereto;

- each then-outstanding share of Series P Preferred Stock of Wag shall be canceled and converted into the right to receive a number of shares of New Wag common stock equal to the Series P Exchange Ratio;

- each then-outstanding share of Merger Sub Common Stock will be converted into and exchanged for one validly issued, fully paid, and nonassessable share of New Wag common stock;

- New Wag will issue a number of shares of New Wag common stock that is less than or equal to 300,000 shares of New Wag to the persons and in the amounts determined in accordance with the Business Combination Agreement (the "***Wag Community Shares***");

- each then-outstanding and unexercised warrant to purchase shares of Wag common stock (each, a "***Wag Warrant***") will automatically be assumed and converted into a warrant to purchase a number of shares of New Wag common stock equal to the product of (x) the number of shares of Wag common stock subject to such Wag warrant and (y) the Exchange Ratio, at an exercise price per share of New Wag common stock equal to (i) the exercise price per share of such Wag Warrant divided by (ii) the Exchange Ratio;

- each then-outstanding and unexercised options to purchase shares of Wag common stock (each, a "***Wag Option***"), whether or not vested, will be assumed and converted into (a) an option to purchase a number of shares of New Wag common stock equal to the product of (x) the number of shares of Wag common stock subject to such Wag Option and (y) the Exchange Ratio, at an exercise price per share of New Wag common stock equal to (i) the exercise price per share of such Wag Option immediately prior to the Acquisition Merger Effective Time divided by (ii) the Exchange Ratio (which option will remain subject to the same vesting terms as such Wag Option) and (b) the contingent right to receive Earnout Shares as additional consideration; and

- each then-outstanding restricted stock unit award covering shares of Wag common stock (each, a "***Wag RSU Award***"), will be assumed and converted into (a) an award covering a number of shares of New Wag common stock (rounded down to the nearest whole number) equal to the product of (x) the number of shares of Wag common stock subject to such award immediately prior to the Acquisition Merger Effective Time and (y) the Exchange Ratio (which award will remain subject to the same vesting and repurchase terms as such Wag RSU Award) and (b) the contingent right to receive Earnout Shares as additional consideration.

The "Exchange Ratio" means the following ratio (rounded to ten decimal places): (i) the Company Merger Shares divided by (ii) the Company Outstanding Shares.

Earnout

During the Earnout Period, and as additional consideration for Wag's interest acquired in connection with the Business Combination, within five business days after the occurrence of the Triggering Events described below, New Wag will issue or cause to be issued to (i) each holder, as of immediately prior to the Acquisition Merger Effective Time, of (a) a share of Wag common stock (after taking into account the Conversion), or (b) a Wag Option or a Wag RSU Award (each, an "***Eligible Wag Equityholder***"), with respect to each such triggering event, the following shares of New Wag common stock (which will be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to New Wag common stock occurring after the Acquisition Closing) (the "***Earnout Shares***") and (ii) the holders of certain restricted stock units of Wag ("***Management Earnout RSUs***"), with respect to each such triggering event, the following shares of New Wag common stock (which will be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to New Wag common stock occurring after the Acquisition Closing) (the "***Management Earnout Shares***"), in each case, upon the terms and subject to the conditions set forth in the Business Combination Agreement and the ancillary agreements thereto:

- upon the occurrence of Triggering Event I, a one-time issuance of 3,333,333 Earnout Shares to the Eligible Wag Equityholders and 1,666,667 Management Earnout Shares to the holders of Management Earnout RSUs;

- upon the occurrence of Triggering Event II, a one-time issuance of 3,333,333 Earnout Shares to the Eligible Wag Equityholders and 1,666,667 Management Earnout Shares to the holders of Management Earnout RSUs; and

- upon the occurrence of Triggering Event III, a one-time issuance of 3,333,334 Earnout Shares to the Eligible Wag Equityholders and 1,666,666 Management Earnout Shares to the holders of Management Earnout RSUs.

Each triggering event described above will only occur once, if at all, and in no event will the Eligible Wag Equityholders and the holders of Management Earnout RSUs be entitled to receive more than an aggregate of 10,000,000 Earnout Shares and 5,000,000 Management Earnout Shares, respectively. "***Triggering Event I***" means the date on which the daily volume-weighted average sale price of one share of New Wag common stock quoted on the Nasdaq Capital Market ("***Nasdaq***") (or the exchange on which the shares of New Wag common stock are then listed) is greater than or equal to $12.50 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period. "***Triggering Event II***" means the date on which the daily volume-weighted average sale price of one share of New Wag common stock quoted on the Nasdaq (or the exchange on which the shares of New Wag common stock are then listed) is greater than or equal to $15.00 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period. "***Triggering Event III***" means the date on which the daily volume-weighted average sale price of one share of New Wag common stock quoted on the Nasdaq (or the exchange on which the shares of New Wag common stock are then listed) is greater than or equal to $18.00 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period.

If, during the Earnout Period, there is a change of control pursuant to which New Wag or its stockholders have the right to receive consideration implying a value per share of New Wag common stock (as agreed in good faith by CHW Acquisition Sponsor LLC, a Delaware limited liability company (the "***Sponsor***") and the New Wag Board) of:

- less than $12.50, then no Earnout Shares or Management Earnout Shares will be issuable;

- greater than or equal to $12.50 but less than $15.00, then, (a) immediately prior to such change of control, New Wag will issue 3,333,333 shares of New Wag common stock (less any Earnout Shares issued prior to such change of control) to the Eligible Wag Equityholders with respect to the change of control, (b) immediately prior to such change of control, New Wag will issue 1,666,667 shares of New Wag common stock (less any Management Earnout Shares issued prior to such change of control) to the holders of Management Earnout RSUs with respect to the change of control, and (c) no further Earnout Shares or Management Earnout Shares will be issuable;

- greater than or equal to $15.00 but less than $18.00, then, (a) immediately prior to such change of control, New Wag will issue 6,666,666 shares of New Wag common stock (less any Earnout Shares issued prior to such change of control) to the Eligible Wag Equityholders with respect to the change of control, (b) immediately prior to such change of control, New Wag will issue 3,333,334 shares of New Wag common stock (less any Management Earnout Shares issued prior to such change of control) to the holders of Management Earnout RSUs with respect to the change of control, and (c) no further Earnout Shares or Management Earnout Shares will be issuable; or

- greater than or equal to $18.00, then, (a) immediately prior to such change of control, New Wag will issue 10,000,000 shares of New Wag common stock (less any Earnout Shares issued prior to such change of control) to the Eligible Wag Equityholders with respect to the change of control, (b) immediately prior to such change of control, New Wag will issue 5,000,000 shares of New Wag common stock (less any Management Earnout Shares issued prior to such change of control) to the holders of Management Earnout RSUs with respect to the change of control, and (c) no further Earnout Shares or Management Earnout Shares will be issuable.

The New Wag common stock price targets specified in the definitions of "Triggering Event I," "Triggering Event II" and "Triggering Event III" will be equitably adjusted for stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to New Wag common stock occurring on or after the Acquisition Closing.

Warrant Proceeds

Following the Acquisition Closing, in the event that New Wag conducts a tender offer or other redemption, termination or cancellation of the assumed CHW warrants, each of (x) the CHW Founder Shareholders, collectively, and (y) certain members of New Wag's management, collectively, shall be entitled to receive five percent (5%) of any cash proceeds actually received by New Wag as a result of the exercise of any such assumed CHW warrants in connection with such redemption.

Representations and Warranties; Covenants

The Business Combination Agreement contains representations and warranties and covenants of the parties thereto that are customary for transactions of this type. The representations and warranties in the Business Combination Agreement include, among others, those relating to, (a) entity organization and authority, (b) capitalization, (c) authorization to enter into the Business Combination Agreement, (d) legal compliance and approvals, (e) financial statements and liabilities, (f) absence of changes, (g) litigation, (h) employee benefit matters, (i) labor and employment matters, (j) real property, (k) intellectual property, (l) taxes, (m) material contracts, (n) in the case of Wag only, (1) data privacy and data protection, (2) environmental matters, (3) interested party transactions, and (4) insurance company matters, and (o) in the case of CHW only, (1) its public filings, (2) the PIPE and Backstop Investment (as defined below), (3) the Credit Facility (as defined below), and (4) its trust account. The covenants in the Business Combination Agreement are customary for transactions of this type and include, among others, those relating to, (a) pre-closing conduct of business by the parties, (b) financing efforts, (c) absence of claims against the trust account, (d) not to solicit or negotiate with third parties regarding alternative transactions and comply with certain related restrictions and to cease discussions regarding alternative transactions, (e) the filing of a registration statement on Form S-4 in connection with the Business Combination (the "***Registration Statement***"), and (f) cooperation in obtaining necessary approvals from governmental agencies.

No Survival

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

Conditions to Consummation of the Business Combination Agreement

General Conditions

The consummation of the Business Combination is conditioned upon, among other things, (a) receipt of the CHW's shareholder approval and Wag's stockholder approval, (b) effectiveness of the Registration Statement to be filed by CHW in connection with the Merger, no stop order having been issued by the U.S. Securities and Exchange Commissions (the "***SEC***") remaining in effect with respect to the Registration Statement, and no proceeding seeking such a stop order having been threatened or initiated by the SEC remaining pending, (c) CHW having at least $5,000,001 of net tangible assets as described under the terms of the Business Combination Agreement, (d) the expiration or termination of the waiting period under the Hart-Scott-Rodino Act, (e) receipt of conditional approval for listing on the Nasdaq Capital Market, or another national securities exchange mutually agreed to by the parties, of New Wag common stock, as of the Acquisition Closing Date, subject only to official notice of issuance, (f) the absence of any governmental order, statute, rule or regulation enjoining or prohibiting the consummation of the Business Combination, and (g) the Domestication Closing having been completed.

Wag's Conditions to Closing

The obligations of Wag to consummate the Business Combination also are conditioned upon, among other things, (a) customary closing conditions, including, without limitation, CHW's delivery of certain agreements, (b) CHW and Wag or any of its subsidiaries having cash on hand of at least $30,000,000 (pro forma for any payments required to be made in connection with the Business Combination), and (c) no material adverse event having occurred with respect to CHW.

CHW's Conditions to Closing

The obligations of CHW to consummate the Business Combination are also conditioned upon, among other things, customary closing conditions, including, without limitation, Wag's delivery of certain agreements and no material adverse event having occurred with respect to Wag or its subsidiaries.

Termination

The Business Combination Agreement allows the parties to terminate the Business Combination Agreement if certain customary conditions described in the Business Combination Agreement are not satisfied, including, without limitation, each party's right to terminate, subject to certain limited exceptions, if the Business Combination is not consummated by August 8, 2022.

If the Business Combination Agreement is validly terminated, none of the parties to the Business Combination Agreement will have any liability or any further obligation under the Business Combination Agreement, except as set forth in Section 7.05(b), Article IX and Article X of the Business Combination Agreement, or in the case of termination subsequent to a willful and material breach of the Business Combination Agreement by a party thereto or in the case of fraud.

The foregoing summary of the Business Combination Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Business Combination Agreement, a copy of which is attached as Exhibit 2.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

Lock-Up Agreement

In connection with entering into the Business Combination Agreement, on February 2, 2022, CHW and the Key Wag Stockholders entered into a Lock-Up Agreement (the "***Lock-Up Agreement***"). Pursuant to the Lock-Up Agreement, approximately 70% of the aggregate issued and outstanding securities of New Wag will be subject to the restrictions described below from the Acquisition Closing until the termination of applicable lock-up periods.

CHW and the Key Wag Stockholders agree not to, without the prior written consent of the Audit Committee of the New Wag Board and subject to certain exceptions, during the applicable lock-up period:

- sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option, right or warrant to purchase or otherwise transfer, dispose of or agree to transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and the rules and regulations of the SEC promulgated thereunder, any shares of New Wag common stock held by it immediately after the Acquisition Merger Effective Time or issued or issuable to it in connection with the Acquisition Merger (including New Wag common stock acquired as part of the PIPE and Backstop Investment or issued in exchange for, or on conversion or exercise of, any securities issued as part of the PIPE and Backstop Investment), any shares of New Wag common stock issuable upon the exercise of options to purchase shares of New Wag common stock held by it immediately after the Acquisition Merger Effective Time, or any securities convertible into or exercisable or exchangeable for New Wag common stock held by it immediately after the Acquisition Merger Effective Time (the "***Lock-Up Shares***");

- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Lock-Up Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise; or

- publicly announce any intention to effect any transaction specified in the foregoing clauses.

Pursuant to the Lock-Up Agreement, CHW and the Key Wag Stockholders agreed to the foregoing transfer restrictions during the period beginning on the Acquisition Closing Date and ending on the date that is the earlier of (x) 180 days after the Acquisition Closing Date and (y) the date on which New Wag completes a liquidation, merger, capital stock exchange, reorganization or other similar transactions that result in all of New Wag's stockholders having the right to exchange their shares for cash, securities or other property.

The foregoing description of the Lock-Up Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Lock-Up Agreement, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

Amended and Restated Registration Rights Agreement

At the closing of the Business Combination, New Wag, the Sponsor, certain other shareholders of CHW and certain stockholders of Wag will enter into an Amended and Restated Registration Rights Agreement (the "***Amended and Restated Registration Rights Agreement***"). Pursuant to the Amended and Restated Registration Rights Agreement, New Wag will agree that, within 30 calendar days after the consummation of the Business Combination, it will file with the SEC a registration statement registering the resale of certain securities held by or issuable to the other parties thereto (the "Resale Registration Statement"), and New Wag will use its commercially reasonable efforts to have such Resale Registration Statement declared effective as soon as reasonably practicable after the filing thereof. In certain circumstances, certain holders can demand up to three underwritten offerings, and certain holders will be entitled to piggyback registration rights.

The foregoing description of the Amended and Restated Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the form of the Amended and Restated Registration Rights Agreement, the form of which is attached as Exhibit 10.2 to this Current Report on Form 8-K, and is incorporated herein by reference.

PIPE and Backstop Subscription Agreements

In connection with entering into the Business Combination Agreement, on February 2, 2022, CHW entered into Subscription Agreements (the "***Subscription Agreements***") with qualified institutional buyers (the "***PIPE and Backstop Investors***"), pursuant to which, among other things, the PIPE and Backstop Investors agreed to purchase an aggregate of 500,000 shares of common stock of CHW following the Domestication and immediately prior to the Acquisition Merger at a cash purchase price of $10.00 per share, resulting in aggregate proceeds of $5,000,000 million; provided, however, if the PIPE and Backstop Investors acquire shares of common stock of CHW in the open market between the date of the Subscription Agreements and the close of business on the third trading day prior to the special meeting of CHW's shareholders called in connection with the Business Combination, then the required purchase amount shall be reduced on a share-for-share basis by the number of shares of common stock of CHW so acquired in the open market (the "***PIPE and Backstop Investment***").

The Subscription Agreements contain customary representations, warranties, covenants and agreements of CHW and the PIPE and Backstop Investors. The Subscription Agreements include customary closing conditions which include (i) absence of any amendment or modification to the Business Combination Agreement that is material and adverse to the PIPE and Backstop Investors); and (ii) the right to terminate the Subscription Agreements if the transactions contemplated in the Business Combination Agreement have not been consummated by November 6, 2022, other than as a result of breach by the terminating party).

The foregoing description of the Subscription Agreements does not purport to be complete and is qualified in its entirety by the reference to the full text of the Subscription Agreements, copies of which are attached as Exhibit 10.3, 10.4 and 10.5 to this Current Report on Form 8-K, and are incorporated herein by reference.

CHW Founders Stock Letter

In connection with the execution of the Business Combination Agreement, the Sponsor, Mark Grundman and Jonah Raskas (collectively, the "***CHW Founder Shareholders***") entered into that certain letter agreement (the "***CHW Founders Stock Letter***") with CHW and Wag, pursuant to which, among other things, CHW, Wag, and the CHW Founder Shareholders agreed, with respect to 360,750 Founder Shares (as defined below) (the "***Forfeiture Shares***"), during the period commencing on the date of the Business Combination Agreement and ending on the earlier of (A) the date that is three years after the Acquisition Closing, (B) the date on which the Forfeiture Shares are no longer subject to forfeiture, (C) subsequent to the Acquisition Closing, the consummation of a liquidation, merger, share exchange or other similar transaction that results in all of the New Wag stockholders having the right to exchange their shares for cash, securities or other property, and (D) the valid termination of the Business Combination Agreement, the Sponsor will not to (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase, or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the SEC promulgated thereunder with respect to, any Forfeiture Shares, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Forfeiture Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (iii) publicly announce any intention to effect any transaction specified in clauses (i) or (ii), subject to certain exceptions.

The number of Forfeiture Shares subject to potential forfeiture will be determined as follows:

- upon the occurrence of Triggering Event I, within the time period beginning on the Acquisition Closing Date and ending on the three-year anniversary of the Acquisition Closing Date, then 120,250 Forfeiture Shares will no longer be subject to forfeiture;

- upon the occurrence of Triggering Event II, within the time period beginning on the Acquisition Closing Date and ending on the three-year anniversary of the Acquisition Closing Date, then an additional 120,250 Sponsor Forfeiture Shares will no longer be subject to forfeiture; and

- upon the occurrence of Triggering Event III, within the time period beginning on the Acquisition Closing Date and ending on the three-year anniversary of the Acquisition Closing Date, then an additional 120,250 will no longer be subject to forfeiture, and no Forfeiture Shares will thereafter be subject to forfeiture.

On the date that is the three-year anniversary of the Acquisition Closing Date, the Sponsor will forfeit all Forfeiture Shares which remain subject to forfeiture, if any.

The CHW Founder Shareholders also agreed to (i) comply with the non-solicitation and certain other provisions in the Business Combination Agreement; (ii) vote all ordinary shares, par value $0.0001 per share, of CHW (for all periods prior to the completion of the Domestication, "***Founders Shares***") held by the Sponsor in favor of the Condition Precedent Proposals and in favor of the adoption and approval of the Business Combination Agreement and the Business Combination; and (iii) forfeit to CHW for cancellation for no consideration, (A) 15% of the Founders Shares and the warrants to purchase ordinary shares of CHW, with each whole warrant exercisable for one ordinary share of CHW at an exercise price of $11.50 (prior to the Domestication, "***Founders Warrants***" and together with Founders Shares, collectively, "***Founders Equity***") indirectly owned by Jonah Raskas and Mark Grundman, if the aggregate amount of cash proceeds made available from CHW's trust account to New Wag at the Acquisition Merger Closing, after giving effect to the payment of any cash proceeds required to satisfy exercises of certain redemption rights provided for in CHW's Memorandum and Articles of Association (but before the payment of any unpaid transaction expenses), is less than 10% of the funds in CHW's trust account as of the date of the CHW Founders Stock Letter, and (B) 20,000 shares of the Founders Equity, if 300,000 Wag Community Shares are issued in accordance with the Business Combination Agreement. The composition of such 15% of the Founders Equity (i.e., the number of Founders Shares and the number of Founders Warrants as of the date of the CHW Founders Stock Letter) subject to forfeiture will be determined in the CHW Founder Shareholders' sole discretion. In accordance with the CHW Founders Stock Letter, CHW expects the CHW Founder Shareholders to vote their shares in favor of all proposals being presented at the Special Meeting of CHW's shareholders.

The foregoing description of the CHW Founders Stock Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the CHW Founders Stock Letter, a copy of which is attached as Exhibit 10.6 to this Current Report on Form 8-K, and is incorporated herein by reference.

Stockholder Support Agreement

Wag has delivered to CHW the Stockholder Support Agreement (the "***Stockholder Support Agreement***"), pursuant to which, among other things, the Key Wag Stockholders, whose ownership interests collectively represent the outstanding Wag common stock and Wag preferred stock (voting on an as-converted basis) sufficient to approve the Business Combination on behalf of Wag, will agree to support the approval and adoption of the transactions contemplated by the Business Combination Agreement, including agreeing to execute and deliver the requisite consent of Wag's stockholders holding shares of Wag common stock and Wag preferred stock sufficient under the Delaware General Corporation Law and Wag's certificate of incorporation and bylaws to approve the Business Combination Agreement and the Business Combination, in the form of a written consent executed by the Key Wag Stockholders, within 48 hours of the Registration Statement on Form S-4 filed with the SEC in connection with the Business Combination becoming effective. The Stockholder Support Agreement will terminate upon the earliest to occur of (a) the Acquisition Merger Effective Time, (b) the date of the termination of the Business Combination Agreement, and (c) the effective date of a written agreement of CHW, Wag, and the Wag stockholders party thereto terminating the Stockholder Support Agreement (the "***Expiration Time***"). The Key Wag Stockholders also agreed, until the Expiration Time, to certain transfer restrictions (excluding the Conversion).

The foregoing description of the Stockholder Support Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Stockholder Support Agreement, a copy of which is attached as Exhibit 10.7 to this Current Report on Form 8-K, and is incorporated herein by reference.

Financing Commitment Letter

In connection with entering into the Business Combination Agreement, on February 2, 2022, CHW entered into a definitive commitment letter (the "***Commitment Letter***") with Blue Torch Capital LP (together with its affiliated funds and any other parties providing a commitment thereunder, including any additional lenders, agents, arrangers or other parties joined thereto after the date thereof, collectively, the "***Debt Financing Sources***"), pursuant to which, among other things, the Debt Financing Sources agreed to fund a $30 million senior secured term loan credit facility (the "***Credit Facility***"). The closing and funding of the Credit Facility will occur in connection with the closing of the transactions contemplated by the Business Combination Agreement, subject to the satisfaction or waiver of the conditions to funding set forth in the Commitment Letter. Upon closing, Wag will be the primary borrower under the Credit Facility, New Wag will be a parent guarantor and substantially all of Wag's existing and future subsidiaries will be subsidiary guarantors (subject to certain customary exceptions). The Credit Facility will be secured by a first priority security interest in substantially all assets of Wag and the guarantors (subject to certain customary exceptions).

The Credit Facility will bear interest at a floating rate of interest equal to, at Wag's option, LIBOR plus 10.00% per annum or the base rate plus 9.00% per annum, with the base rate defined as the greatest of (i) the prime rate announced by the Wall Street Journal from time to time, (ii) the federal funds effective rate plus 0.50% and (iii) one-month LIBOR plus 1.00%. LIBOR will be subject to a floor of 1.00% per annum, and the base rate will be subject to a floor of 2.00% per annum. The definitive documentation for the Credit Facility will include customary provisions for the replacement of LIBOR with an acceptable benchmark replacement rate if and when LIBOR is no longer available for borrowings under the Credit Facility. Interest will be payable in arrears at the end of each LIBOR interest period (but at least every three (3) months) for LIBOR borrowings and quarterly in arrears for base rate borrowings.

The Credit Facility will mature three (3) years after the date of closing and will be subject to quarterly amortization payments of principal, in an aggregate amount equal to 2.00% of the principal amount of the Credit Facility in the first year after closing, 3.00% of the principal amount of the Credit Facility in the second year after closing and 5.00% of the principal amount of the Credit Facility in the third year after closing. The remaining outstanding principal balance of the Credit Facility will be due and payable in full on the maturity date. In addition to scheduled amortization payments, the Credit Facility will contain customary mandatory prepayment provisions that will require principal prepayments of the Credit Facility upon certain triggering events, including receipt of asset sale proceeds outside of the ordinary course of business, receipt of certain insurance proceeds and receipt of proceeds of non-permitted debt. The Credit Facility may also be voluntarily prepaid at any time, subject to the payment of a prepayment premium equal to an interest make-whole payment plus 3.00% of the principal amount of such prepayment in the first year after closing, 2.00% of the principal amount of such prepayment in the second year after closing, and 0% thereafter.

The Credit Facility will contain customary representations and warranties, affirmative covenants, financial reporting requirements, negative covenants and events of default. The negative covenants included in the definitive documentation for the Credit Facility will impose restrictions on the ability of Wag, the guarantors and their subsidiaries to incur indebtedness, grant liens, make investments, make acquisitions, declare and pay restricted payments, prepay junior or subordinated debt, sell assets and enter into transactions with affiliates, in each case, subject to certain customary exceptions. In addition, the Credit Facility will require compliance with certain financial covenants, specifically a monthly minimum revenue covenant and a minimum liquidity covenant.

Upon closing of the Credit Facility, Blue Torch Capital LP (the "***Initial Lender***") shall receive warrants to acquire shares of New Wag representing 5.0% of the issued and outstanding shares of New Wag with an exercise price equal to $11.50 per share (such warrants, the "***Lender Warrants***"). The Lender Warrants shall be issued pursuant to the SPAC Warrant Agreement (as defined in the Business Combination Agreement) and shall be subject to the terms and conditions thereof, as modified (whether reflected in the terms of the Lender Warrants issued on the closing date of the Business Combination, or in an amendment to or exchange for the Lender Warrants consummated after the closing date of the Business Combination) to provide that (i) the exercise period of the Lender Warrants will terminate on the earliest to occur of (x) the date that is ten years after completion of the Business Combination, (y) liquidation of New Wag, and (z) redemption of the Lender Warrants as provided in the SPAC Warrant Agreement, (ii) the Initial Lender will have the ability to net exercise the Lender Warrants (based on the fair value of the stock at the time of net exercise, fair value being equal to the public trading price at the time of exercise) on a cashless basis, (iii) Section 6 of the SPAC Warrant Agreement will be removed, (iv) the Initial Lender will receive the benefit of certain customary representations and warranties from New Wag, and (v) the Lender Warrants will not be required to be registered under the Securities Act of 1933, as amended (the "***Securities Act***").

The foregoing description of the Commitment Letter does not purport to be complete and is qualified in its entirety by the reference to the full text of the Commitment Letter, a copy of which is attached as Exhibit 10.8 to this Current Report on Form 8-K, and is incorporated herein by reference.

The Business Combination Agreement, Lock-Up Agreement, Amended and Restated Registration Rights Agreement, Subscription Agreement, CHW Founders Stock Letter, Stockholder Support Agreement and Commitment Letter (the ***"Included Agreements"***) have been included to provide investors with information regarding their terms. They are not intended to provide any other factual information about CHW, Wag or their affiliates. The representations, warranties, covenants and agreements contained in each Included Agreement and the other documents related thereto were made only for purposes of such Included Agreement as of the specific dates therein, were solely for the benefit of the parties to such Included Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Included Agreements instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under the Included Agreements and should not rely on the representations, warranties, covenants and agreements or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of representations and warranties may change after the date of the Included Agreements, as applicable, which subsequent information may or may not be fully reflected in the Company's public disclosures.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K with respect to the issuance of shares of common stock of CHW to the PIPE and Backstop Investors is incorporated herein by reference in this Item 3.02. The shares of common stock of CHW issuable to the PIPE and Backstop Investors in connection with the PIPE and Backstop Investment will not be registered under the Securities Act, and will be issued in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Item 7.01. Regulation FD Disclosure.

On February 3, 2022, CHW and Wag issued a joint press release announcing the execution of the Business Combination Agreement and announcing that CHW and Wag will host a joint investor conference call to discuss the proposed transaction on February 3, 2022, at 7:30 a.m. ET. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference. A script of the management remarks made during the investment conference call is attached as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference. A copy of the investor presentation relating to the Business Combination is attached as Exhibit 99.3 to this Current Report on Form 8-K and is incorporated herein by reference.

Exhibits 99.1, 99.2 and 99.3 and the information set forth therein will not be deemed to be filed for purposes of Section 18 of the Exchange Act, or otherwise be subject to the liabilities of that section, nor will they be deemed to be incorporated by reference in any filing under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. This Current Report on Form 8-K will not be deemed an admission as to the materiality of any information contained in this Item 7.01, including Exhibit 99.1, Exhibit 99.2, and Exhibit 99.3.

Important Information for Shareholders

This Current Report on Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy any securities or constitute a solicitation of any vote or approval. This Current Report on Form 8-K shall also not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act, or an exemption therefrom.

In connection with the Business Combination, CHW will file a Registration Statement on Form S-4 with the SEC, which will include a proxy statement for CHW and a prospectus for New Wag. CHW and Wag also plan to file other documents with the SEC regarding the Business Combination. After the Registration Statement has been cleared by the SEC, a definitive proxy statement/prospectus will be mailed to the shareholders of CHW and Wag. SHAREHOLDERS OF CHW AND WAG ARE URGED TO READ THE PROXY STATEMENT/PROSPECTUS (INCLUDING ALL AMENDMENTS AND SUPPLEMENTS THERETO) AND OTHER DOCUMENTS RELATING TO THE PROPOSED TRANSACTIONS THAT WILL BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTIONS. Shareholders will be able to obtain free copies of the proxy statement/prospectus and other documents containing important information about CHW, Wag and New Wag once such documents are filed with the SEC, through the website maintained by the SEC at http://www.sec.gov.

Participants in the Solicitation

CHW and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the shareholders of CHW in connection with the Business Combination. Wag and its officers and directors may also be deemed participants in such solicitation. Information about the directors and executive officers of CHW is set forth in CHW's final prospectus filed with the SEC pursuant to Rule 424(b) of the Securities Act on September 2, 2021 and is available free of charge at the SEC's website at www.sec.gov or by directing a request to CHW at 2 Manhattanville Road, Suite 403 Purchase, NY 10577 . Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement/prospectus and other relevant materials to be filed with the SEC when they become available.

Forward Looking Statements

The information included herein and in any oral statements made in connection herewith include forward-looking statements within the meaning of the federal securities laws, which statements involve substantial risks and uncertainties. These statements are based on the beliefs and assumptions of the respective management teams of CHW and Wag. Although CHW and Wag believe that their respective plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, neither CHW nor Wag can assure you that either will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Forward-looking statements generally relate to future events or future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as "may," "will," "should," "expect," "plan," "anticipate," "could," "intend," "target," "contemplate," "believe," "estimate," "predict," "potential," or "continue" or the negative of these words or other similar terms or expressions that concern CHW's and Wag's expectations, strategy, plans or intentions. Forward-looking statements contained in this proxy statement/prospectus include statements about:

- the anticipated benefits of the Business Combination;
- the ability of CHW and Wag to complete the Business Combination, including satisfaction or waiver of the conditions to the Business Combination]and the issuance of shares to eligible Pet Caregivers on our platform];
- the anticipated costs associated with the proposed Business Combination;
- Wag's financial and business performance following the Business Combination, including financial projections and business metrics;
- Wag's ability to effectively return to growth and to effectively expand operations;
- the potential business or economic disruptions caused by current and future pandemics, such as the COVID-19 pandemic;
- the ability to obtain and/or maintain the listing of New Wag's common stock and the warrants on Nasdaq, and the potential liquidity and trading of its securities;
- the risk that the proposed Business Combination disrupts current plans and operations of Wag as a result of the announcement and consummation of the proposed Business Combination;
- the ability to recognize the anticipated benefits of the proposed Business Combination, which may be affected by, among other things, competition, the ability of the combined company to grow and manage growth profitably, and retain its key employees;
- changes in applicable laws or regulations;
- Wag's ability to raise financing in the future;
- Wag's officers and directors allocating their time to other businesses and potentially having conflicts of interest with Wag's business or in approving the Business Combination;

- Wag's ability to retain existing and acquire new Pet Parents and Pet Caregivers;
- the strength of Wag's network, effectiveness of its technology, and quality of the offerings provided through its platform;
- the projected financial information, growth rate, strategies, and market opportunities for Wag;
- Wag's ability to successfully expand in its existing markets and into new domestic and international markets;
- Wag's ability to provide Pet Parents with access to high quality and well-priced offerings;
- Wag's ability, assessment of and strategies to compete with its competitors;
- Wag's assessment of its trust and safety record;
- the success of Wag's marketing strategies;
- Wag's ability to accurately and effectively use data and engage in predictive analytics;
- Wag's ability to attract and retain talent and the effectiveness of its compensation strategies and leadership;
- general economic conditions and their impact on demand for the Wag platform;
- Wag's plans and ability to build out an international platform and generate revenue internationally;
- Wag's ability to maintain its licenses and operate in regulated industries;
- Wag's ability to prevent and guard against cybersecurity attacks;
- Wag's reliance on third party service providers for processing payments, web and mobile operating systems, software, background checks, and insurance policies;
- seasonal sales fluctuations;
- Wag's future capital requirements and sources and uses of cash;
- the outcome of any known and unknown litigation and regulatory proceedings, including the occurrence of any event, change or other circumstances, including the outcome of any legal proceedings that may be instituted against CHW and Wag following the announcement of the Business Combination Agreement and the transactions contemplated therein, that could give rise to the termination of the Business Combination Agreement;
- Wag's ability to maintain and protect its brand and its intellectual property; and
- other factors detailed under the section entitled "*Risk Factors*" in the Registration Statement on Form S-4 filed in connection with the Business Combination.

The forward-looking statements contained herein are based on current expectations and beliefs concerning future developments and their potential effects on CHW and/or Wag. There can be no assurance that future developments affecting CHW and/or Wag will be those that CHW and/or Wag have anticipated. These forward-looking statements involve a number of risks, uncertainties (some of which are beyond our control or the control of Wag), or other assumptions that may cause actual results or performance to be materially different from those expressed or implied by these forward-looking statements. These risks and uncertainties include, but are not limited to, those factors described under the heading "*Risk Factors*" in the Registration Statement on Form S-4 filed in connection with the Business Combination. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may vary in material respects from those projected in these forward-looking statements. Some of these risks and uncertainties may in the future be amplified by the potential business or economic disruptions caused by current and future pandemics, such as the COVID-19 pandemic and there may be additional risks that we consider immaterial or which are unknown. It is not possible to predict or identify all such risks. CHW and Wag undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed with this Current Report on Form 8-K:

Exhibit Number	Description
2.1†	Business Combination Agreement, dated as of February 2, 2022, by and among CHW Acquisition Corporation, CHW Merger Sub Inc. and Wag Labs, Inc.
10.1	Lock-Up Agreement by and among CHW Acquisition Corporation and each of the parties signatories thereto.
10.2	Form of Amended and Restated Registration Rights Agreement by and among Wag! Group Co., CHW Acquisition Sponsor LLC, and the other parties signatories thereto.
10.3	Subscription Agreement, dated February 2, 2022, by and between CHW Acquisition Corporation and Corbin ERISA Opportunity Fund, Ltd.
10.4	Subscription Agreement, dated February 2, 2022, by and between CHW Acquisition Corporation and Corbin Opportunity Fund, L.P.
10.5	Subscription Agreement, dated February 2, 2022, by and between CHW Acquisition Corporation and Pinehurst Partners, L.P.
10.6	Letter Agreement, dated February 2, 2022, among CHW Acquisition Sponsor LLC, Mark Grundman, Jonah Raskas, CHW Acquisition Corporation and Wag Labs, Inc.
10.7	Stockholder Support Agreement, dated as of February 2, 2022, by and among CHW Acquisition Corporation, Wag Labs, Inc. and the other parties signatories thereto.
10.8	Commitment Letter, dated February 2, 2022 between Blue Torch Capital LP and CHW Acquisition Corporation.
99.1	Press Release dated February 3, 2022.
99.2	Conference Call Script.
99.3	Investor Presentation.
104	Cover Page Interactive Data File (the Cover Page Interactive Data File is embedded within the Inline XBRL document).

† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURE

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

CHW ACQUISITION CORPORATION

Date: February 3, 2022

By: /s/ Jonah Raskas
Name: Jonah Raskas
Title: Co-Chief Executive Officer

Exhibit 2.1

BUSINESS COMBINATION AGREEMENT

by and among

CHW ACQUISITION CORPORATION,

CHW MERGER SUB INC.

and

WAG LABS, INC.

Dated as of February 2, 2022

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BUSINESS COMBINATION AGREEMENT

This Business Combination Agreement, dated as of February 2, 2022 (this "**Agreement**"), is entered into by and among CHW Acquisition Corporation, a Cayman Islands exempted company ("**SPAC**"), CHW Merger Sub Inc., a Delaware corporation and wholly owned direct subsidiary of SPAC ("**Merger Sub**"), and Wag Labs, Inc., a Delaware corporation (the "**Company**").

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the Delaware General Corporation Law (the "**DGCL**") and the Cayman Islands Companies Act (as revised) (the "**Companies Act**"), SPAC and the Company will enter into a business combination transaction pursuant to which (a) on the Domestication Closing Date, SPAC will domesticate as a Delaware corporation in accordance with Section 388 of the DGCL and the Companies Act (the "**Domestication**" and SPAC, following the Domestication, is sometimes referred to herein as the "**Domesticated SPAC**") and (b) on the Acquisition Closing Date, Merger Sub will merge with and into the Company (the "**Acquisition Merger**" and, together with the Domestication, the "**Merger Steps**"), with the Company surviving the Acquisition Merger as a wholly owned subsidiary of SPAC (the Company, in its capacity as the surviving corporation of the Acquisition Merger, is sometimes referred to herein as the "**Surviving Subsidiary Corporation**");

WHEREAS, concurrently with the Domestication, SPAC will adopt and file the Domesticated SPAC Certificate of Incorporation with the Secretary of State of Delaware, pursuant to which SPAC will change its name to a name to be agreed between the Company and SPAC, and adopt the Domesticated SPAC Bylaws;

WHEREAS, upon adoption of the Domesticated SPAC Certificate of Incorporation, all outstanding equity interests of SPAC shall be recapitalized such that (i) each SPAC Unit shall be canceled and converted into one unit of the Domesticated SPAC, with each such unit representing one share of Domesticated SPAC Common Stock and one Assumed SPAC Warrant; (ii) each SPAC Ordinary Share is automatically converted into one share of Domesticated SPAC Common Stock, and (iii) each SPAC Warrant is converted into an Assumed SPAC Warrant;

WHEREAS, for U.S. federal income Tax purposes, (a) it is intended that (i) the Domestication qualify as a "reorganization" described in Section 368(a)(1)(F) of the Code to which SPAC is a party within the meaning of Section 368(b) of the Code and (ii) the Acquisition Merger qualify as a "reorganization" within the meaning of Section 368(a) of the Code to which the Domesticated SPAC, Merger Sub and the Company are parties within the meaning of Section 368(b) of the Code; and (b) this Agreement is intended to constitute, and is hereby adopted as, a "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a);

WHEREAS, the Board of Directors of the Company (the "**Company Board**") has unanimously (a) determined that this Agreement and the Transactions (including the Merger Steps) are fair to, and in the best interests of, the Company and its stockholders, (b) approved and adopted this Agreement and the Transactions (including the Merger Steps) and declared their advisability, and (c) recommended that the stockholders of the Company approve and adopt this Agreement and approve the Transactions (including the Merger Steps) and directed that this Agreement and the Transactions (including the Merger Steps) be submitted for consideration by the Company's stockholders (the "**Company Recommendation**");

WHEREAS, the Board of Directors of SPAC (the "**SPAC Board**") has unanimously (a) determined that this Agreement and the Transactions (including the Merger Steps and the Private Placements) are fair to, and in the best interests of, SPAC, (b) approved and adopted this Agreement and the Transactions (including the Merger Steps and the Private Placements) and declared their advisability, and (c) recommended that the shareholders of SPAC approve and adopt this Agreement and approve the Transactions (including the Merger Steps and the Private Placements), and directed that this Agreement and the Transactions (including the Merger Steps and the Private Placements) be submitted for consideration by the shareholders of SPAC at the SPAC Shareholders' Meeting;

WHEREAS, the Board of Directors of Merger Sub (the "**Merger Sub Board**") has unanimously (a) determined that this Agreement and the Acquisition Merger are fair to, and in the best interests of, Merger Sub and its sole stockholder, (b) approved and adopted this Agreement and the Transactions (including the Acquisition Merger) and declared their advisability, and (c) recommended that the sole stockholder of Merger Sub approve and adopt this Agreement and approve the Transactions (including the Acquisition Merger) and directed that this Agreement and the Transactions (including the Acquisition Merger) be submitted for consideration by the sole stockholder of Merger Sub;

WHEREAS, concurrently with the execution and delivery of this Agreement, SPAC, the Company and the Key Company Stockholders, as Company stockholders holding shares of Company Stock sufficient to constitute the Requisite Company Stockholder Approval, are entering into the Stockholder Support Agreement, dated as of the date hereof (the "**Stockholder Support Agreement**"), providing that, among other things, the Key Company Stockholders will vote their shares of Company Stock in favor of this Agreement and the Transactions (including the Merger Steps);

WHEREAS, concurrently with the execution and delivery of this Agreement, SPAC and the Key Company Stockholders are entering into the Lock-Up Agreement, dated as of the date hereof in the form attached hereto as Exhibit C (the "**Lock-Up Agreement**");

WHEREAS, in connection with the Acquisition Closing, certain shareholders of SPAC and certain stockholders of the Company shall enter into an Amended and Restated Registration Rights Agreement (the "**Registration Rights Agreement**") substantially in the form attached hereto as Exhibit D;

WHEREAS, in connection with this Agreement, the Company is entering into those certain Series P Subscription Agreements, pursuant to which the Company has agreed to sell shares of Company Series P Preferred Stock to certain investors in a private placement or placements subject to the conditions set forth therein in an aggregate amount equal to the Series P Investment Amount (such series of transactions collectively the "**Series P Investment Transaction**");

WHEREAS, concurrently with the execution and delivery of this Agreement, SPAC is entering into the Commitment Letter (the "**Commitment Letter**") with the Debt Financing Sources party thereto, pursuant to which such Debt Financing Sources have committed to lend, and SPAC has agreed to borrow, debt financing upon the terms and subject to the conditions set forth therein (such transaction, the "**Financing**");

WHEREAS, SPAC, concurrently with the execution and delivery of this Agreement, is entering into subscription agreements (the "**Subscription Agreements**") with certain investors ("**PIPE Investors**") pursuant to which PIPE Investors, subject to the terms and conditions set forth therein, have agreed to either (a) purchase shares of Domesticated SPAC Common Stock at a purchase price of $10.00 per share in a private placement or placements to be consummated on the Acquisition Closing Date prior to the Acquisition Merger Effective Time, or (b) purchase an equivalent number of shares of Domesticated SPAC Common Stock on the open market prior to the Acquisition Merger Effective Time (in either case, the "**Private Placements**");

WHEREAS, concurrently with the execution and delivery of this Agreement, CHW Acquisition Sponsor LLC, a Delaware limited liability company (the "**Sponsor**"), and Jonah Raskas and Mark Grundman (collectively, the "**SPAC Founder Shareholders**") have entered into a letter agreement with the Company and SPAC (the "**SPAC Founders Stock Letter**"), pursuant to which the SPAC Founder Shareholders have agreed to, among other things, (i) vote all SPAC Ordinary Shares held by them in favor of the adoption and approval of this Agreement and the Transactions (including the Merger Steps), (ii) certain restrictions and forfeiture provisions with respect to their SPAC Ordinary Shares and (iii) be bound by the provisions set forth in Section 7.01; and

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

ARTICLE I

DEFINITIONS

Section 1.01 **Certain Definitions**. For purposes of this Agreement:

"**Adjusted Company Outstanding Shares**" means, with respect to each Triggering Event (or the date on which a Change of Control occurs as described in Section 3.03(c)(ii)- (iv)), the sum of (i) the Company Outstanding Shares as of immediately prior to the Acquisition Merger Effective Time, *plus* (ii) the number of shares of Company Common Stock issuable upon exercise or settlement of all Company Options (assuming cash settlement of such Company Options) and Company RSU Awards that are outstanding, whether vested or unvested, immediately prior to the Acquisition Merger Effective Time, *minus* (iii) the number of shares of Company Common Stock issuable upon exercise or settlement of Company Options or Company RSU Awards held as of immediately prior to the Acquisition Merger Effective Time by a holder of Management Earnout RSUs.

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

"**Ancillary Agreements**" means the Registration Rights Agreement, the SPAC Founders Stock Letter, the Stockholder Support Agreement, the Lock-Up Agreement and all other agreements, certificates and instruments executed and delivered by SPAC, Merger Sub or the Company in connection with the Transactions and specifically contemplated by this Agreement.

"**Anti-Corruption Laws**" means (i) the U.S. Foreign Corrupt Practices Act of 1977, (ii) the UK Bribery Act 2010, (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states, (iv) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and (v) similar legislation applicable to the Company or any Company Subsidiary from time to time.

"**Business Combination**" has the meaning ascribed to such term in the SPAC Articles of Association.

"**Business Data**" means all business information and data that is accessed, collected, used, stored, shared, distributed, transferred, disclosed, destroyed, disposed of or otherwise processed by any of the Business Systems or otherwise in the course of the conduct of the business of the Company or any Company Subsidiaries.

"**Business Day**" means any day on which the principal offices of the SEC in Washington, D.C. are open to accept filings, or, in the case of determining a date when any payment is due, any day on which banks are not required or authorized to close in New York, NY, San Francisco, CA or George Town, Cayman Islands; *provided*, *that* banks shall not be deemed to be authorized or obligated to be closed due to a "shelter in place," "non-essential employee" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer systems (including for wire transfers) are open for use by customers on such day.

"**Business Systems**" means all Software, computer hardware (whether general or special purpose), communications and telecommunications networks, servers, peripherals, and computer systems, including any outsourced systems and processes, and any Software and systems provided via the cloud or "as a service" or installed on premises, that are owned or used in the conduct of the business of the Company or any Company Subsidiaries.

"**CARES Act**" means the Coronavirus Aid, Relief, and Economic Security Act (H.R. 748), and applicable rules, regulations and guidance, in each case, as amended.

"**Change of Control**" means any transaction or series of transactions (a) following which a person or "group" (within the meaning of Section 13(d) of the Exchange Act) of persons (other than the Domesticated SPAC or the Surviving Subsidiary Corporation), has direct or indirect beneficial ownership of securities (or rights convertible or exchangeable into securities) representing more than fifty percent (50%) of the voting power of or economic rights or interests in the Domesticated SPAC or the Surviving Subsidiary Corporation; (b) constituting a merger, consolidation, reorganization or other business combination, however effected, following which either (i) the members of the board of directors of the Domesticated SPAC immediately prior to such merger, consolidation, reorganization or other business combination do not constitute at least a majority of the board of directors of the company surviving the combination or, if the surviving company is a subsidiary, the ultimate parent thereof or (ii) the voting securities of the Domesticated SPAC or the Surviving Subsidiary Corporation immediately prior to such merger, consolidation, reorganization or other business combination do not continue to represent or are not converted into fifty percent (50%) or more of the combined voting power of the then outstanding voting securities of the person resulting from such combination or, if the surviving company is a subsidiary, the ultimate parent thereof; or (c) the result of which is a sale of all or substantially all of the assets of the Domesticated SPAC or the Surviving Subsidiary Corporation to any person.

"**Company Certificate of Incorporation**" means the Seventh Amended and Restated Certificate of Incorporation of the Company dated January 28, 2022, as the same may be amended, supplemented or modified from time to time.

"**Company Common Stock**" means the shares of the Company's Common Stock, par value $0.0001 per share.

"**Company Community Share Amount**" means 300,000.

"**Company Community Shares**" means the shares of Domesticated SPAC Common Stock that may be issued by Domesticated SPAC pursuant to Section 7.19.

"**Company Equity Incentive Plan**" means the Company's 2014 Stock Plan as such may have been amended, supplemented or modified from time to time.

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

"**Company-Licensed IP**" means all Intellectual Property rights owned or purported to be owned by a third party and licensed to the Company or any Company Subsidiary and used in the conduct of the business of the Company and its Company Subsidiaries.

"**Company Material Adverse Effect**" means any Effect that, individually or in the aggregate with all other events, circumstances, changes and effects, (x) would have a material adverse effect on the business, financial condition, assets, liabilities or operations of the Company and the Company Subsidiaries taken as a whole or (y) would prevent, materially delay or materially impede the performance by the Company of its obligations under this Agreement or the consummation of the Merger Steps or any of the other Transactions; *provided*, *however*, that none of the following shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a Company Material Adverse Effect: (a) any change or proposed change in or change in the interpretation of any Law or GAAP; (b) events or conditions generally affecting the industries or geographic areas in which the Company and the Company Subsidiaries operate; (c) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (d) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, cyberterrorism, terrorism or military actions (including any escalation or general worsening thereof), or any earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions, or other force majeure events, or any epidemic, disease, outbreak or pandemic (including COVID-19 or any COVID-19 Measures or any change in such COVID-19 Measures or interpretations following the date of this Agreement, and including any impact of such pandemics on the health of any officer, employee or consultant of the Company or any Company Subsidiary); (e) any actions taken or not taken by the Company or the Company Subsidiaries as required by this Agreement or at the request of, or with the written consent of, SPAC; (f) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of the Merger Steps or any of the other Transactions (including the impact thereof on relationships with customers, suppliers, employees or Governmental Authorities) (*provided* that this clause (f) shall not apply to any representation or warranty to the extent the purpose of such representation or warranty is to address the consequences resulting from this Agreement or the consummation of the Transactions); or (g) any failure to meet any projections, forecasts, guidance, estimates, milestones, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position, *provided* that this clause (g) shall not prevent a determination that any Effect underlying such failure has resulted in a Company Material Adverse Effect (to the extent such Effect is not otherwise excluded from this definition of Company Material Adverse Effect), except in the cases of clauses (a) through (d), to the extent that the Company and the Company Subsidiaries, taken as a whole, are disproportionately affected thereby as compared with other similarly situated participants in the industries in which the Company and the Company Subsidiaries operate.

"**Company Merger Shares**" means a number of shares equal to (i) the Company Valuation *divided by* (ii) $10.00.

"**Company Options**" means all outstanding options to purchase shares of Company Common Stock, whether or not exercisable and whether or not vested, granted under the Company Equity Incentive Plan or otherwise. For the avoidance of doubt, "Company Options" shall not include any "Company Warrants."

"**Company Outstanding Shares**" means the total number of shares of Company Common Stock outstanding immediately prior to the Acquisition Merger Effective Time, and including, for the avoidance of doubt, the number of shares of Company Common Stock issuable upon the Conversion.

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

"**Company Preferred Stock**" means the Company Series Seed Preferred Stock, Company Series A Preferred Stock, the Company Series B Preferred Stock, the Company Series C Preferred Stock, and the Company Series P Preferred Stock.

"**Company RSU Awards**" means all outstanding restricted stock unit awards covering shares of Company Common Stock, whether or not vested, granted pursuant to the Company Equity Incentive Plan or otherwise.

"**Company Series A Preferred Stock**" means the shares of the Company's Preferred Stock, par value $0.0001 per share, designated as Series A Preferred Stock in the Company Certificate of Incorporation.

"**Company Series B Preferred Stock**" means the shares of the Company's Preferred Stock, par value $0.0001 per share, designated as Series B Preferred Stock in the Company Certificate of Incorporation.

"**Company Series C Preferred Stock**" means the shares of the Company's Preferred Stock, par value $0.0001 per share, designated as Series C Preferred Stock in the Company Certificate of Incorporation.

"**Company Series P Preferred Stock**" means the shares of the Company's Preferred Stock, par value $0.0001 per share, designated as Series P Preferred Stock in the Company Certificate of Incorporation.

"**Company Series Seed Preferred Stock**" means the shares of the Company's Preferred Stock, par value $0.0001 per share, designated as Series Seed Preferred Stock in the Company Certificate of Incorporation

"**Company Stock**" means the Company Common Stock and the Company Preferred Stock.

"**Company Subsidiary**" means each subsidiary of the Company.

"**Company Transaction Expenses**" means the aggregate fees, costs and expenses incurred by, or attributable to, the Company in connection with the Transactions, including: (a) all fees, costs and expenses (including fees, costs and expenses of third-party advisors, legal counsel, investment bankers, or other representatives) incurred or payable by the Company (or its equityholders) through the Acquisition Closing Date in connection with the preparation of the financial statements, the negotiation, preparation and execution of this Agreement, and the consummation of the transactions contemplated hereby and thereby (including due diligence and the Domestication) or in connection with the Company's pursuit of the transactions contemplated by this Agreement, and the performance and compliance with all agreements and conditions contained herein or therein to be performed or complied with; (b) any liability of the Company in the nature of compensation under any sale, change-of-control, "stay around," retention, "single trigger" severance or similar bonus or payment plans or similar arrangements paid or payable to current or former directors, officers or employees of the Company solely as a result of or in connection with the transactions contemplated by this Agreement or any Ancillary Agreement, as well as the employer share of any payroll, social security, unemployment or other Taxes with respect thereto; and (c) solely in the event that the Acquisition Merger is consummated, any fees, costs and expenses incurred or payable in connection with the Financing, including the "Commitment Fee" (as defined in the Fee Letter), the "Ticking Fee" (as defined in the Fee Letter), the "Alternate Transaction Fee" (as defined in the Fee Letter), and any other commitment or other fees or other inducements related thereto. For the avoidance of doubt, if the Acquisition Merger is not consummated and this Agreement is validly terminated pursuant to the terms herein, any fees, costs and expenses with respect to the Financing described in clause (c) of the foregoing sentence, except to the extent otherwise agreed in writing between the Company and the Debt Financing Sources, shall be borne solely by SPAC and shall not be Company Transaction Expenses.

"**Company Valuation**" means $300,000,000.

"**Company Voting Agreement**" means that certain Fourth Amended and Restated Voting Agreement, dated as of December 16, 2019, by and among the Company and the parties named therein.

"**Company Warrants**" means the outstanding warrants to purchase shares of Company Common Stock.

"**Confidential Information**" means any information, knowledge or data concerning the businesses or affairs of (a) the Company or the Company Subsidiaries that is not already generally available to the public, or (b) any Suppliers or customers of the Company or any Company Subsidiaries, in each case that either (x) the Company or the Company Subsidiaries are bound to keep confidential or (y) with respect to clause (a), the Company or the applicable Company Subsidiary purport to maintain as a trade secret under applicable Laws.

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

"**Converted Shares**" means the shares of Domesticated SPAC Common Stock issuable to holders of SPAC Ordinary Shares and SPAC Units in accordance with Section 3.01(a).

"**COVID-19**" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof.

"**COVID-19 Measures**" means any quarantine, "shelter in place," "work from home," workforce reduction, social distancing, shut down, closure, sequester, safety or any other Law, Governmental Order, Action, directive, guidelines or recommendations by any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to COVID-19, including the Coronavirus Aid, Relief, and Economic Security Act (CARES) or any changes thereto.

"**CPI**" means Compare Pet Insurance Services, Inc., a Delaware corporation and a Company Subsidiary.

"**Disabling Devices**" means Software viruses, time bombs, logic bombs, trojan horses, trap doors, back doors, or other computer instructions, intentional devices or techniques that are designed to threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, maliciously encumber, hack into, incapacitate, infiltrate or slow or shut down a computer system or any component of such computer system, including any such device affecting system security or compromising or disclosing user data in an unauthorized manner, other than those incorporated by the Company or the applicable third party intentionally to protect Company IP from misuse or otherwise protect the Business Systems.

"**Domesticated SPAC Common Stock**" means the common stock, par value $0.0001 per share, of the Domesticated SPAC.

"**Earnout Period**" means the time period between the Acquisition Closing Date and the three-year anniversary of the Acquisition Closing Date.

"**EIDL**" means that certain Economic Injury Disaster Loan (SBA Loan #5014357804) in the original principal amount of $59,500.00 issued to CPI pursuant to that certain Loan Authorization and Agreement, dated May 29, 2020, by and between the U.S. Small Business Association and CPI, and as amended by that certain Letter Agreement, dated November 30, 2020.

"**Eligible Company Equityholders**" means, with respect to a Triggering Event or a Change of Control, each holder, as of immediately prior to the Acquisition Merger Effective Time, of (a) a share of Company Common Stock (after taking into account the Conversion), or (b) a Company Option or a Company RSU Award, *provided* that a holder of Management Earnout RSUs shall not be considered an Eligible Company Equityholder in respect of any Company Option or Company RSU Award held by such holder. For the avoidance of doubt, any person who held a Company Option or a Company RSU Award as of the Acquisition Merger Effective Time shall not be required to be employed by the Domesticated SPAC or the Company as of the date of a Triggering Event or a Change of Control, or to be a holder of Exchanged Options or Exchanged RSUs as of the date of a Triggering Event or a Change of Control, in order to be an Eligible Company Equityholder.

"**Employee Benefit Plan**" means any plan that is an "employee benefit plan" as defined in Section 3(3) of ERISA, any nonqualified deferred compensation plan subject to Section 409A of the Code, and any bonus, stock option, stock purchase, restricted stock, other equity-based compensation, performance award, incentive, deferred compensation, retiree medical or life insurance, death or disability benefit, supplemental retirement, severance, retention, change in control, employment, consulting, fringe benefit, sick pay and vacation plans or arrangements or other employee benefit plans, programs or arrangements, whether written or unwritten, other than, in any case, any statutory plan, program or arrangement that is required under applicable Laws and maintained by any Governmental Authority.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets and allowances of any kind, howsoever entitled, resulting from, or attributable to, the renewable nature of electricity production or the avoidance of the emission of any gas, chemical, or other substance to the environment, including (but not limited to) the avoidance of lifecycle greenhouse gas emissions, including (but not limited to) credits associated with California's Low Carbon Fuel Standard.

"**Environmental Laws**" means any United States federal, state or local or non-United States Laws relating to: (i) Releases or threatened Releases of, or exposure of any person to, Hazardous Substances or materials containing Hazardous Substances; (ii) the manufacture, handling, transport, use, treatment, registration, storage, disposal, remediation or other management of Hazardous Substances or materials containing Hazardous Substances; (iii) pollution or protection of the environment, natural resources or human health and safety; (iv) land use; or (v) the characterization of products or services as renewable, green, sustainable, or similar such claims.

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

"**Ex-Im Laws**" means all applicable Laws relating to export, re-export, transfer, and import controls, including the U.S. Export Administration Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and the EU Dual Use Regulation.

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

"**Exchange Ratio**" means the following ratio (rounded to ten decimal places): (i) the Company Merger Shares *divided by* (ii) the Company Outstanding Shares.

"**Governmental Order**" means any ruling, order, judgment, injunction, edict, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

"**Hazardous Substance(s)**" means (i) those substances defined in or regulated under the following United States federal statutes and their state counterparts, as each may be amended from time to time, and all regulations thereunder: the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Federal Insecticide, Fungicide, and Rodenticide Act and the Clean Air Act, (ii) petroleum and petroleum products, including crude oil and any fractions thereof, (iii) polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos and radon, and (iv) any substance, material or waste regulated by any Governmental Authority pursuant to any Environmental Law.

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

"**Intellectual Property**" means (i) patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions or reexaminations thereof, (ii) trademarks and service marks, trade dress, logos, trade names, corporate names, brands, slogans, and other source identifiers together with all translations, adaptations, derivations, combinations and other variants of the foregoing, and all applications, registrations, and renewals in connection therewith, together with all of the goodwill associated with the foregoing, (iii) copyrights, and other works of authorship (whether or not copyrightable), and moral rights, and registrations and applications for registration, renewals and extensions thereof, (iv) trade secrets, know-how (including ideas, formulas, compositions and inventions (whether or not patentable or reduced to practice)), and database rights, (v) Internet domain names and social media accounts, (vi) all other intellectual property or proprietary rights of any kind or description, and (vii) copies and tangible embodiments of any of the foregoing, in whatever form or medium.

"**Investors' Rights Agreement**" means that certain Fifth Amended and Restated Investors' Rights Agreement, dated December 16, 2019, by and among the Company and the parties named therein.

"**Key Company Stockholders**" means the persons and entities listed on Schedule B.

"**knowledge**" or "**to the knowledge**" of a person means in the case of the Company, the actual knowledge of each persons listed on Schedule A after reasonable inquiry of the individuals with operational responsibility in the functional area of such person, and in the case of SPAC, the actual knowledge of Jonah Raskas and Mark Grundman after reasonable inquiry.

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

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

"**Letter Agreement**" means that certain Letter Agreement, dated August 30, 2021, among SPAC, its officers and directors, and the Sponsor.

"**Lien**" means any lien, security interest, mortgage, pledge, adverse claim or other encumbrance of any kind that secures the payment or performance of an obligation (other than those created under applicable securities laws).

"**Management Earnout RSU**" means the restricted stock units of the Company to be issued in accordance with Section 7.20.

"**Merger Sub Organizational Documents**" means the certificate of incorporation and bylaws of Merger Sub, as amended, modified or supplemented from time to time.

"**Open Source Software**" means any software that is distributed (a) as "free software" (as defined by the Free Software Foundation), (b) as "open source software" or pursuant to any license identified as an "open source license" by the Open Source Initiative (www.opensource.org/licenses) or other license that substantially conforms to the Open Source Definition (opensource.org/osd), (c) under any similar licensing or distribution model, or (d) under a license that requires disclosure of source code or requires derivative works based on such software to be made publicly available under the same license.

"**Organizational Documents**" means (a) with respect to a corporation, the certificate or articles of incorporation and bylaws; (b) with respect to any other entity, any charter or similar document adopted or filed in connection with the creation, formation, or organization of such entity (including the limited liability company agreement of any limited liability company); and (c) any amendment, supplement, or other modification to any of the foregoing.

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

"**PCI DSS**" means the Payment Card Industry Data Security Standard, issued by the Payment Card Industry Security Standards Council.

"**Per Share Consideration**" means the Per Share Merger Consideration and the Per Share Earnout Consideration.

"**Per Management Earnout RSU Consideration**" means, with respect to each Triggering Event (or the date on which a Change of Control occurs as described in Section 3.03(c)(ii)- (iv)) a number of shares of Domesticated SPAC Common Stock equal to (i) the number of Management Earnout Shares applicable to such Triggering Event or Change of Control, *divided by* (ii) the total number of Management Earnout RSUs.

"**Per Series P Share Consideration**" means, with respect to any Person who holds shares of Company Series P Preferred Stock immediately prior to the Acquisition Merger Effective Time, a number of shares of Domesticated SPAC Common Stock equal to the Series P Exchange Ratio.

"**Per Share Earnout Consideration**" means, with respect to each Triggering Event (or the date on which a Change of Control occurs as described in Section 3.03(c)(ii)- (iv)) a number of shares of Domesticated SPAC Common Stock equal to (i) the number of Earnout Shares applicable to such Triggering Event or Change of Control, *divided by* (ii) the Adjusted Company Outstanding Shares.

"**Per Share Merger Consideration**" means, with respect to any Person who holds Company Common Stock immediately prior to the Acquisition Merger Effective Time, a number of shares of Domesticated SPAC Common Stock equal to the Exchange Ratio.

"**Permitted Liens**" means (i) materialmen's, mechanics', carriers', workmen's, warehousemen's, repairmen's, landlord's and other similar Liens arising in the ordinary course of business, or deposits to obtain the release of such Liens or (ii) Liens for Taxes not yet due and delinquent or, if delinquent, which are being contested in good faith through appropriate actions and for which appropriate reserves have been established in accordance with GAAP.

"**person**" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"**Personal Information**" means all data and information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked directly or indirectly to an identified individual, household or device (e.g., name, address, telephone number, IP address, email address, financial account number, government-issued identifier) or otherwise is subject to any applicable Privacy/Data Security Laws related to the privacy or security of information associated with an individual, household or device.

"**PIPE Investment Amount**" means $5,000,000.

"**PPP Forgiveness Application**" means a Paycheck Protection Program Loan Forgiveness Application, SBA Form 3508 with respect to the PPP Loan (together with all certifications set forth therein and all appendices, exhibits, attachments and other documents submitted in connection therewith).

"**PPP Lender**" means Bank of America, National Association.

"**PPP Loan**" means the indebtedness of the Company incurred pursuant to that certain Promissory Note, dated August 5, 2020, in the original principal amount of $5,138,342.00, by and between the Company and the PPP Lender.

"**PPP Loan Application**" means the Paycheck Protection Program Borrower Application Form, SBA Form 2483, submitted by the Company in connection with the PPP Loan, together with all certifications set forth therein and all appendices, exhibits, attachments and other documents submitted in connection therewith.

"**Privacy/Data Security Laws**" means all Laws governing the receipt, collection, use, storage, Processing, sharing, security, disclosure, destruction or disposal, or transfer of Personal Information, including, the following Laws and their implementing regulations: the Federal Trade Commission Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the General Data Protection Regulation (EU) 2016/679, Children's Online Privacy Protection Act, California Consumer Privacy Act (the "**CCPA**"), and state data breach notification Laws.

"**Processing**" shall mean any operation or set of operations which is performed on Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, transfer or otherwise making available, alignment or combination, blocking, erasure or destruction.

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

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

"**Registered Intellectual Property**" means all Intellectual Property that is the subject of a registration (or an application for registration) with a Governmental Authority or domain name registrar, including domain names.

"**Related Person**" means, with respect to any specified person, any former, current or future (a) affiliate, equityholder, member, partner, director, manager, officer, employee, agent, representative, heir, successor or assign of such specified person or (b) any affiliate, equityholder, member, partner, director, manager, officer, employee, agent, representative, heir, successor or assign of any person described in the preceding clause (a).

"**Release**" means any release, threatened release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration in the indoor or outdoor environment, including movement through or in the air, soil, surface water, ground water or property.

"**Requisite Company Stockholder Approval**" means the requisite consent of the Company's stockholders under the DGCL and the Company Certificate of Incorporation and bylaws (or any equivalent organizational documents) of the Company to approve this Agreement and the Transactions (including the Merger Steps), which shall require the affirmative vote of (a) the holders of a majority of the outstanding shares of Company Stock, voting together as a single class on an as-converted basis, (b) the holders of at least a majority of the outstanding shares of Company Common Stock and (c) the holders of a majority of the outstanding shares of Company Preferred Stock, voting together as a single class on an as-converted basis.

"**Right of First Refusal and Co-Sale Agreement**" means that certain Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement, dated December 16, 2019, by and among the Company and the parties named therein.

"**Sanctioned Person**" means at any time any person (i) listed on any Sanctions-related list of designated or blocked persons, (ii) the government of, resident in, or organized under the laws of a country or territory that is the subject of comprehensive restrictive Sanctions from time to time (which includes, as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea region), or (iii) majority-owned or controlled by any of the foregoing.

"**Sanctions**" means those trade, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures administered or enforced by (i) the United States (including the U.S. Treasury Office of Foreign Assets Control), (ii) the European Union and enforced by its member states, (iii) the United Nations, (iv) Her Majesty's Treasury, or (v) any other similar Governmental Authority with jurisdiction over the Company or any Company Subsidiary from time to time.

"**Series P Exchange Ratio**" means the following ratio (rounded to ten decimal places): (i) the Series P Merger Shares divided by (ii) the aggregate number of shares of Company Series P Preferred Stock issued and outstanding immediately prior to the Acquisition Merger Effective Time.

"**Series P Investment Amount**" means an amount equal to (i) $11,000,000 plus (ii) the aggregate proceeds of the issuance of any shares of Company Series P Preferred Stock prior to the Acquisition Merger Effective Time.

"**Series P Merger Shares**" means a number of shares equal to (i) the Series P Investment Amount divided by (ii) $10.

"**Service Provider**" means any Person that is an employee, officer, director or individual consultant of the Company or any Company Subsidiary; *provided*, that no independent contractor providing services through the Company's proprietary marketplace technology platform shall be included in the definition of Service Provider.

"**Software**" means all computer programs, applications, middleware, firmware, or other computer software (in object code, bytecode or source code format) and related documentation and materials.

"**SPAC Articles of Association**" means the Amended and Restated Memorandum and Articles of Association of SPAC, dated August 30, 2021.

"**SPAC Material Adverse Effect**" means any event, circumstance, change or effect (collectively "**Effect**") that, individually or in the aggregate with all other events, circumstances, changes and effects, (i) would have a material adverse effect on the business, financial condition, assets, liabilities or operations of SPAC or (ii) would prevent, materially delay or materially impede the performance by SPAC or Merger Sub of their respective obligations under this Agreement or the consummation of the Merger Steps or any of the other Transactions; *provided*, *however*, that none of the following shall be deemed to constitute, alone or in combination, or be taken into account in the determination of whether, there has been or will be a SPAC Material Adverse Effect: (a) any change or proposed change in or change in the interpretation of any Law or GAAP; (b) events or conditions generally affecting the industries or geographic areas in which SPAC operates; (c) any downturn in general economic conditions, including changes in the credit, debt, securities, financial or capital markets (including changes in interest or exchange rates, prices of any security or market index or commodity or any disruption of such markets); (d) any geopolitical conditions, outbreak of hostilities, acts of war, sabotage, cyberterrorism, terrorism or military actions (including any escalation or general worsening thereof), or any earthquakes, volcanic activity, hurricanes, tsunamis, tornadoes, floods, mudslides, wild fires or other natural disasters, weather conditions or other force majeure events, or any epidemic, disease, outbreak or pandemic (including COVID-19 or any COVID-19 Measures or any change in such COVID-19 Measures or interpretations following the date of this Agreement, and including any impact of such pandemics on the health of any officer, employee or consultant of the Company or any Company Subsidiary); (e) any actions taken or not taken by the SPAC or Merger Sub as required by this Agreement or at the request of, or with the written consent of, the Company; (f) any Effect attributable to the announcement or execution, pendency, negotiation or consummation of the Merger Steps or any of the other Transactions (including the impact thereof on relationships with customers, suppliers, employees or Governmental Authorities) (*provided* that this clause (f) shall not apply to any representation or warranty to the extent the purpose of such representation or warranty is to address the consequences resulting from this Agreement or the consummation of the Transactions); or (g) the accounting treatment of the SPAC Warrants or the Assumed SPAC Warrants (except in the cases of clauses (a) through (d) and clause (g), to the extent that SPAC is disproportionately affected thereby as compared with other similarly situated participants in the industry in which SPAC operates). Notwithstanding the foregoing, the amount of redemptions from the Trust Fund pursuant to the exercise of Redemption Rights shall not be deemed to be a SPAC Material Adverse Effect.

"**SPAC Ordinary Shares**" means, prior to the Domestication, SPAC's ordinary shares, par value $0.0001 per share.

"**SPAC Organizational Documents**" means (a) prior to the Domestication, the SPAC Articles of Association, the Trust Agreement and the SPAC Warrant Agreement and (b) following the Domestication, the Domesticated SPAC Certificate of Incorporation, the Domesticated SPAC Bylaws, the Trust Agreement and the SPAC Warrant Agreement, in each case as amended, modified or supplemented from time to time.

"**SPAC Transaction Expenses**" means the aggregate fees, costs and expenses incurred by, or attributable to, SPAC in connection with the Transactions, including: (a) only to the extent SPAC is or becomes obligated to pay, has paid or has agreed to pay, all fees, costs, bonuses and expenses (including fees, costs and expenses of third-party advisors, legal counsel, investment bankers, or other representatives) incurred or payable by SPAC through the Acquisition Closing Date in connection with the preparation of the financial statements, the negotiation, preparation and execution of this Agreement, the Ancillary Agreements, and the Registration Statement and the consummation of the transactions contemplated hereby and thereby (including due diligence and the Domestication), in connection with SPAC's initial public offering (including any deferred underwriting fees) or in connection with SPAC's pursuit of a Business Combination with the Company, and the performance and compliance with all agreements and conditions contained herein or therein to be performed or complied with; (b) any fees, costs and expenses incurred or payable by SPAC, in connection with entry into the Subscription Agreements and the consummation of the transactions contemplated by the Subscription Agreements and in connection with the negotiation, preparation and execution of the Private Placements, including any commitment or other fees or other inducements related thereto; (c) all fees, costs and expenses payable pursuant to the SPAC Tail Policy; (d) any fees, costs and expenses incurred or payable by SPAC in connection with capital markets research coverage; (e) all filing fees paid or payable to a Governmental Authority in connection with any filing made under the Antitrust Laws, if required; (f) all Transfer Taxes; and (g) solely in the event that the Acquisition Merger is not consummated and this Agreement is validly terminated pursuant to the terms herein, and except to the extent otherwise agreed in writing between the Company and the Debt Financing Sources, any fees, costs and expenses incurred or payable in connection with the Financing, including the "Commitment Fee" (as defined in the Fee Letter), the "Ticking Fee" (as defined in the Fee Letter), the "Alternate Transaction Fee" (as defined in the Fee Letter), and any other commitment or other fees or other inducements related thereto.

"**SPAC Unit**" means, prior to the Domestication, one SPAC Ordinary Share and one SPAC Warrant.

"**SPAC Warrant Agreement**" means that certain warrant agreement dated August 30, 2021, by and between SPAC and Vstock Transfer, LLC, as amended, modified or supplemented from time to time.

"**SPAC Warrants**" means, prior to the Domestication, whole warrants to purchase SPAC Ordinary Shares as contemplated under the SPAC Warrant Agreement, with each whole warrant exercisable for one SPAC Ordinary Share at an exercise price of $11.50.

"**Subsidiary**" means, with respect to a person, any corporation or other organization (including a limited liability company or a partnership), whether incorporated or unincorporated, of which such person directly or indirectly owns or controls a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization or any organization of which such person or any of its Subsidiaries is, directly or indirectly, a general partner or managing member.

"**Supplier**" means any person that supplies inventory or other materials or personal property, Software, components, or other goods or services (including, design, development and manufacturing services) that comprise or are utilized in, including in connection with the design, development, manufacture or sale of, the Products of the Company or any Company Subsidiary.

"**Tax**" or "**Taxes**" means any and all taxes, duties, levies or other similar governmental assessments, charges and fees in the nature of a tax imposed by any Governmental Authority, including, but not limited to, any federal, state, local or non-United States net income, estimated, alternative minimum, gross income, business, occupation, corporate, capital, profits, branch, gross receipts, transfer, stamp, registration, employment, payroll, unemployment, compensation, utility, social security (or similar), premium, disability, withholding, occupancy, license, severance, capital, production, ad valorem, excise, windfall profits, customs duties, real property, personal property, capital stock, goods and services, sales, use, turnover, value added and franchise taxes, whether disputed or not, together with all interest, penalties, and additions to tax imposed with respect thereto by a Governmental Authority.

"**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof, in each case provided or required to be provided to a Governmental Authority.

"**Trading Day**" means any day on which shares of Domesticated SPAC Common Stock are actually traded on the principal securities exchange or securities market on which shares of Domesticated SPAC Common Stock are then traded.

"**Transaction Documents**" means this Agreement, including all Schedules and Exhibits hereto, the Company Disclosure Schedule and the Ancillary Agreements.

"**Transactions**" means the transactions contemplated by this Agreement and the Transaction Documents.

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

"**Triggering Event I**" means the date on which the daily volume-weighted average sale price of one share of Domesticated SPAC Common Stock quoted on the Nasdaq (or the exchange on which the shares of Domesticated SPAC Common Stock are then listed) is greater than or equal to $12.50 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period.

"**Triggering Event II**" means the date on which the daily volume-weighted average sale price of one share of Domesticated SPAC Common Stock quoted on the Nasdaq (or the exchange on which the shares of Domesticated SPAC Common Stock are then listed) is greater than or equal to $15.00 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period.

"**Triggering Event III**" means the date on which the daily volume-weighted average sale price of one share of Domesticated SPAC Common Stock quoted on the Nasdaq (or the exchange on which the shares of Domesticated SPAC Common Stock are then listed) is greater than or equal to $18.00 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the Earnout Period.

"**Triggering Events**" means Triggering Event I, Triggering Event II and Triggering Event III, collectively.

"**Virtual Data Room**" means the virtual data room established by the Company, access to which was given to SPAC in connection with its due diligence investigation of the Company relating to the Transactions.

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

Defined Term	Location of Definition
Acquisition Closing	§ 2.02(b)
Acquisition Closing Date	§ 2.02(b)
Acquisition Merger	Recitals
Acquisition Merger Effective Time	§ 2.02(a)
Action	§ 4.09
Agreement	Preamble
Alternative Financing	§ 6.03(b)
Alternative Transaction	§ 7.01(a)
Alternative Transaction Structure	§ 7.14(a)
Antitrust Laws	§ 7.12(a)
Assumed SPAC Warrant	§ 3.01(a)(ii)
Assumed Warrant	§ 3.01(d)

Defined Term	Location of Definition
Audited Annual Financial Statements	§ 4.07(a)
Audited Financial Statements	§ 7.17
Blue Sky Laws	§ 4.05(b)
Certificates	§ 3.02(b)(i)
Claims	§ 6.04
Cleary	§ 10.12(b)
COBRA	§ 4.10(e)
Code	§ 3.02(h)
Commitment Letter	Recitals
Commitment Papers	§ 5.22(a)
Companies Act	Recitals
Company	Preamble
Company Board	Recitals
Company Closing Statement	§ 3.04
Company D&O Insurance	§ 7.07(c)
Company Disclosure Schedule	Article IV
Company Group	§ 10.12(b)
Company Interested Party Transaction	§ 4.20(a)
Company Permit	§ 4.06
Company Recommendation	Recitals
Company Source Code	§ 4.13(f)
Confidentiality Agreement	§ 7.05(b)
Contracting Parties	§ 10.11
Conversion	§ 3.01(b)
Data Security Requirements	§ 4.13(h)
D&O Indemnitees	§ 7.07(a)
D&O Insurance	§ 7.07(c)
Debt Financing Sources	§ 5.22(a)
Definitive Agreements	§ 6.03(a)
DGCL	Recitals
Domesticated SPAC	Recitals
Domesticated SPAC Bylaws	§ 2.04(b)
Domesticated SPAC Certificate of Incorporation	§ 2.04(a)
Domesticated SPAC Organizational Documents	§ 2.04(b)
Domestication	Recitals
Domestication Closing	§ 2.02(b)
Domestication Closing Date	§ 2.02(b)
Earnout Shares	§ 3.03(a)
Environmental Permits	§ 4.15
ERISA Affiliate	§ 4.10(c)
ESPP	§ 7.06
ESPP Proposal	§ 7.02(a)
Exchange Agent	§ 3.02(a)
Exchange Fund	§ 3.02(a)
Exchanged Option	§ 3.01(e)
Exchanged RSU Award	§ 3.01(f)
Fee Letter	§ 5.22(a)

Defined Term	Location of Definition
Financial Statements	§ 4.07(b)
Financing	Recitals
GAAP	§ 4.07(a)
Governmental Authority	§ 4.05(b)
Health Plan	§ 4.10(j)
Insurer	§ 4.22(a)
IRS	§ 4.10(b)
Lease	§ 4.12(b)
Lease Documents	§ 4.12(b)
Letter of Transmittal	§ 3.02(b)(i)
Lock-Up Agreement	Recitals
Management Earnout Shares	§ 3.03(a)
Material Contracts	§ 4.16(a)
Maximum Annual Premium	§ 7.07(c)
McDermott	§ 10.12(a)
Merger Materials	§ 7.02(a)
Merger Steps	Recitals
Merger Sub	Preamble
Merger Sub Board	Recitals
Merger Sub Common Stock	§ 5.03(b)
Most Recent Balance Sheet	§ 4.07(b)
Nonparty Affiliates	§ 10.11
Omnibus Incentive Plan	§ 7.06
Omnibus Incentive Plan Proposal	§ 7.02(a)
Outside Date	§ 9.01(b)
PIPE Investors	Recitals
Plans	§ 4.10(a)
PPACA	§ 4.10(j)
Private Placements	Recitals
Producer	§ 4.06
Producer Contract	§ 4.16(a)(xx)
Proxy Statement	§ 7.02(a)
Registration Rights Agreement	Recitals
Registration Statement	§ 7.02(a)
Remedies Exceptions	§ 4.04
Representatives	§ 7.05(a)
Required Amount	§ 6.03(a)
Required SPAC Proposals	§ 7.02(a)
SEC	§ 5.07(a)
Securities Act	§ 4.05(b)
Series P Investment Transaction	Recitals
Side Letter Agreements	§ 4.20(b)
SPAC	Preamble
SPAC Alternative Transaction	§ 7.01(d)
SPAC Board	Recitals
SPAC D&O Indemnitees	§ 7.07(b)
SPAC D&O Insurance	§ 7.07(d)

Defined Term	Location of Definition
SPAC Disclosure Schedule	Article V
SPAC Founder Shareholders	Recitals
SPAC Founders Stock Letter	Recitals
SPAC Material Contracts	§ 5.18(a)
SPAC Preferred Stock	§ 5.03(a)
SPAC Recommendation	§ 7.04(a)
SPAC SEC Reports	§ 5.07(a)
SPAC Shareholders' Meeting	§ 7.02(a)
SPAC Tail Policy	§ 7.07(d)
Sponsor	Recitals
Sponsor Group	§ 10.12
Stockholder Support Agreement	Recitals
Subscription Agreements	Recitals
Surviving Subsidiary Corporation	Recitals
Terminating Company Breach	§ 9.01(f)
Terminating SPAC Breach	§ 9.01(g)
Transfer Taxes	§ 7.14(b)
Trust Account	§ 5.12
Trust Agreement	§ 5.12
Trust Fund	§ 5.12
Trustee	§ 5.12
Unaudited Financial Statements	§ 4.07(b)
Written Consent	§ 7.03
Written Consent Failure	§ 7.03

Section 1.03 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the definitions contained in this Agreement are applicable to the other grammatical forms of such terms, (iv) the terms "hereof," "herein," "hereby," "hereto" and derivative or similar words refer to this entire Agreement, (v) the terms "Article," "Section," "Schedule" and "Exhibit" refer to the specified Article, Section, Schedule or Exhibit of or to this Agreement, (vi) the word "including" means "including without limitation," (vii) the word "or" shall be disjunctive but not exclusive, (viii) references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto (ix) references to any Law shall include all rules and regulations promulgated thereunder and references to any Law shall be construed as including all statutory, legal, and regulatory provisions consolidating, amending or replacing such Law and (x) the phrase "made available" when used in this Agreement with respect to the Company means that the information or materials referred to have been posted to the Virtual Data Room in each case, on or prior to February 2, 2022.

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

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified, and when counting days, the date of commencement will not be included as a full day for purposes of computing any applicable time periods (except as otherwise may be required under any applicable Law). If any action is to be taken or given on or by a particular calendar day, and such calendar day is not a Business Day, then such action may be deferred until the next Business Day.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(e) References in Articles V through X to the "SPAC" shall refer to CHW Acquisition Corporation for all periods prior to completion of the Domestication and to the Domesticated SPAC for all periods after completion of the Domestication; provided that the foregoing shall not apply to the representations and warranties set forth in Section 5.04, Section 5.05 or Section 5.06.

ARTICLE II

AGREEMENT AND PLAN OF MERGER

Section 2.01 The Merger Steps.

(a) Upon the terms and subject to the conditions set forth in this Article II, in accordance with the DGCL and the Companies Act, on the Domestication Closing Date, SPAC shall take, or cause to be taken, all actions necessary to cause the Domestication to become effective, including by (i) (a) filing with the Delaware Secretary of State a Certificate of Domestication with respect to the Domestication, together with the Domesticated SPAC Certificate of Incorporation, in each case, in accordance with the provisions thereof and applicable Law and pursuant to which SPAC will change its name to a name to be agreed between the Company and SPAC, (b) completing and making and procuring all those filings required to be made with the Registrar of Companies in the Cayman Islands in connection with the Domestication, (c) obtaining a certificate of de-registration from the Registrar of Companies in the Cayman Islands and (d) completing and making all filings required to be made with the SEC and the Nasdaq Capital Market to list the Domesticated SPAC Common Stock on the Nasdaq Capital Market. In accordance with applicable Law, the Domestication and related documentation shall provide that at the effective time of the Domestication, by virtue of the Domestication, and without any action on the part of any shareholder of SPAC, without duplication, (i) each then issued and outstanding SPAC Unit shall be automatically canceled and converted into one unit of the Domesticated SPAC, with each such unit representing one share of Domesticated SPAC Common Stock and one Assumed SPAC Warrant; (ii) each then issued and outstanding SPAC Ordinary Share shall convert automatically, on a one-for-one basis, into a share of Domesticated SPAC Common Stock; and (iii) each then issued and outstanding SPAC Warrant shall convert automatically into an Assumed SPAC Warrant. As a result of the Domestication, SPAC shall become a Delaware corporation.

(b) Upon the terms and subject to the conditions set forth in this Article II and Article VIII in accordance with the DGCL, on the Acquisition Closing Date at the Acquisition Merger Effective Time, Merger Sub shall be merged with and into the Company. As a result of the Acquisition Merger, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation of the Acquisition Merger (*provided* that references to the Company for periods after the Acquisition Merger Effective Time shall include the Surviving Subsidiary Corporation) as a wholly owned subsidiary of the Domesticated SPAC.

Section 2.02 Effective Times; Closing.

(a) On a date prior to the Private Placements as agreed to in writing by the parties hereto, the parties hereto shall cause the Domestication to be consummated in accordance with Section 2.01(a). At least one (1) Business Day, but no more than two (2) Business Days, after the Domestication, and no later than three (3) Business Days after the satisfaction or, if permissible, waiver of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Acquisition Closing, it being understood that the occurrence of the Acquisition Closing shall remain subject to the satisfaction or, if permissible, waiver of such conditions at the Acquisition Closing), the parties hereto shall cause the Acquisition Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Delaware, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL and mutually agreed by the parties (the date and time of the filing of such certificate of merger (or such later time as may be agreed by each of the parties hereto and specified in the certificate of merger) being the "**Acquisition Merger Effective Time**").

(b) Immediately prior to such filing of the materials accordance with Section 2.01(a) with respect to the Domestication, a first closing (the "**Domestication Closing**") shall occur. The date on which the Domestication Closing shall occur is referred to herein as the "**Domestication Closing Date.**" On the Business Day following the Domestication Closing Date or such later date as the parties may agree in writing that is no more than two (2) Business Days after the Domestication Closing Date, and no later than three (3) Business Days after the date of the satisfaction or, if permissible, waiver of the conditions set forth in Article VIII (such date, the "**Acquisition Closing Date**"), immediately prior to such filing of a certificate of merger in accordance with Section 2.02(a) with respect to the Acquisition Merger, a second closing (the "**Acquisition Closing**") shall be held by electronic exchange of deliverables and release of signatures for the purpose of confirming the satisfaction or waiver, as the case may be, of the conditions set forth in Article VIII.

(c) For the avoidance of doubt, (i) the Domestication and the Domestication Closing shall all occur at least one (1) Business Day prior to, and independent of, the Acquisition Merger, the Acquisition Closing and the Acquisition Merger Effective Time, and (ii) on the Acquisition Closing Date, the Private Placements shall be consummated prior to the Acquisition Merger and the Acquisition Merger Effective Time.

Section 2.03 Effect of the Merger Steps.

(a) Upon the Domestication Closing, the effect of the Domestication shall be as provided in the applicable provisions of the DGCL and the Companies Act. Without limiting the generality of the foregoing, and subject thereto, upon the Domestication Closing all the property, rights, privileges, immunities, powers, franchises, licenses and authority of SPAC shall vest in the Domesticated SPAC, and all debts, liabilities, obligations, restrictions, disabilities and duties of SPAC shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Domesticated SPAC.

(b) At the Acquisition Merger Effective Time, the effect of the Acquisition Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Acquisition Merger Effective Time, all the property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Merger Sub shall vest in the Surviving Subsidiary Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Subsidiary Corporation.

Section 2.04 Certificate of Incorporation of Domesticated SPAC; Bylaws of Domesticated SPAC; Registration Rights Agreement.

(a) Upon the Domestication Closing, SPAC shall file a certificate of incorporation in substantially the form attached as Exhibit A hereto (the "**Domesticated SPAC Certificate of Incorporation**") with the Secretary of State of Delaware, and the Domesticated SPAC Certificate of Incorporation shall be adopted as the certificate of incorporation of the Domesticated SPAC until thereafter amended as provided by the DGCL and such certificate of incorporation (subject to Section 7.07). Upon completing and making and procuring all those filings required to be made with the Registrar of Companies in the Cayman Islands in connection with the Domestication, SPAC shall be de-registered as a matter of Cayman Islands law.

(b) Upon the Domestication Closing, the bylaws in substantially the form attached as Exhibit B hereto (the "**Domesticated SPAC Bylaws**" and together with the Domesticated SPAC Certificate of Incorporation, the "**Domesticated SPAC Organizational Documents**") shall be adopted as the bylaws of the Domesticated SPAC until thereafter amended as provided by the DGCL, the certificate of incorporation and such bylaws (subject to Section 7.07).

(c) At the Acquisition Merger Effective Time, the certificate of incorporation and bylaws of Merger Sub, as in effect immediately prior to the Acquisition Merger Effective Time, shall be the certificate of incorporation and bylaws of the Surviving Subsidiary Corporation until thereafter amended in accordance with their terms and as provided by the DGCL (subject to Section 7.07).

(d) At the Acquisition Closing, the Domesticated SPAC shall deliver to the Company a copy of the Registration Rights Agreement duly executed by the Domesticated SPAC and the shareholders of SPAC party thereto, and the Company shall deliver to the Domesticated SPAC a copy of the Registration Rights Agreement duly executed by the stockholders of the Company party thereto.

Section 2.05 Directors and Officers of Domesticated SPAC; Directors of Surviving Subsidiary Corporation.

(a) The parties will take all requisite action such that the directors and officers of SPAC as of immediately prior to the Domestication Closing continue as the initial directors and officers of the Domesticated SPAC immediately after the Domestication Closing, each to hold office, subject to Section 7.15, in accordance with the provisions of the DGCL and the Domesticated SPAC Organizational Documents until their respective successors are, duly elected or appointed and qualified, as applicable.

(b) The parties will take all requisite action such that the initial directors of the Surviving Subsidiary Corporation immediately after the Acquisition Merger Effective Time shall be the individuals designated by the Company prior to the Acquisition Closing, each to hold office in accordance with the provisions of the DGCL and the certificate of incorporation and bylaws of the Surviving Subsidiary Corporation and until their respective successors are, duly elected or appointed and qualified.

Section 2.06 Transaction Expenses.

(a) At least three (3) Business Days prior to the Acquisition Closing Date, SPAC shall deliver to the Company copies of all invoices for SPAC Transaction Expenses (whether payable on, prior to or after the Acquisition Closing Date), as well as a certificate, duly executed and certificated by an executive officer of SPAC, setting forth in reasonable detail SPAC's good faith calculation of the aggregate amount of SPAC Transaction Expenses and any W-9 or other Tax forms reasonably requested by the Company in connection with payment thereof.

(b) At least three (3) Business Days prior to the Acquisition Closing Date, the Company shall deliver to SPAC copies of all invoices for Company Transaction Expenses (whether payable on, prior to or after the Acquisition Closing Date), as well as a certificate, duly executed and certificated by an executive officer of the Company, setting forth in reasonable detail the Company's good faith calculation of the aggregate amount of Company Transaction Expenses and any W-9 or other Tax forms reasonably requested by SPAC in connection with payment thereof.

(c) Upon the terms and subject to the conditions set forth in this Article II, on the Acquisition Closing Date, the Domesticated SPAC and the Surviving Subsidiary Corporation shall pay or cause to be paid by wire transfer of immediately available funds all SPAC Transaction Expenses and all Company Transaction Expenses for which invoices have been delivered in accordance with Section 2.06(a) and Section 2.06(b).

(d) Following the Acquisition Closing Date, in the event that there are any invoices for SPAC Transaction Expenses that cause the total amount of SPAC Transaction Expenses to be in excess of $13,000,000, the Sponsor shall promptly pay the full amount of such excess to the Domesticated SPAC by wire transfer of immediately available funds to an account of the Domesticated SPAC or the Surviving Subsidiary Corporation designated in writing by the Domesticated SPAC (for the avoidance of doubt, such payment by the Sponsor shall not come from cash or cash equivalents from the Domesticated SPAC or the Surviving Subsidiary Corporation).

ARTICLE III

EFFECTS OF THE MERGER

Section 3.01 Conversion and Issuance of Securities.

(a) Upon the Domestication Closing, by virtue of the Domestication and without any action on the part of SPAC, Merger Sub, the Company, or the holders of any of the following securities:

(i) each SPAC Ordinary Share issued and outstanding immediately prior to the Domestication Closing shall be canceled and converted into one share of Domesticated SPAC Common Stock;

(ii) each SPAC Warrant, to the extent then outstanding and unexercised immediately prior to the Domestication Closing, shall automatically, without any action on the part of the holder thereof, be assumed and converted into a warrant to acquire one share of Domesticated SPAC Common Stock, subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former SPAC Warrant immediately prior to the Domestication Closing, taking into account any changes thereto by reason of this Agreement or the Transactions (each such resulting warrant, an "**Assumed SPAC Warrant**"). Accordingly, effective as of the Domestication Closing: (A) each Assumed SPAC Warrant (including any Assumed SPAC Warrant issued pursuant to Section 3.01(a)(iii)) shall be exercisable solely for shares of Domesticated SPAC Common Stock; (B) the number of shares of Domesticated SPAC Common Stock subject to each Assumed SPAC Warrant shall be equal to the number of shares of SPAC Common Stock subject to the applicable SPAC Warrant and (C) the per share exercise price for the Domesticated SPAC Common Stock issuable upon exercise of such Assumed SPAC Warrant shall be equal to the per share exercise price for the shares of SPAC Common Stock subject to the applicable SPAC Warrant as in effect immediately prior to the Domestication Closing. The Domesticated SPAC shall take all corporate action necessary to reserve for future issuance, and shall maintain such reservation for so long as any of the Assumed SPAC Warrants remain outstanding, a sufficient number of shares of Domesticated SPAC Common Stock for delivery upon the exercise of such Assumed SPAC Warrants; and

(iii) each SPAC Unit issued and outstanding immediately prior to the Domestication Closing shall be canceled and converted into one unit of the Domesticated SPAC, with each such unit representing one share of Domesticated SPAC Common Stock and one Assumed SPAC Warrant.

(b) On the Acquisition Closing Date and immediately prior to the Acquisition Merger Effective Time, each share of Company Preferred Stock that is issued and outstanding immediately prior to the Acquisition Merger Effective Time (other than any share of Company Series P Preferred Stock) shall automatically convert into a number of shares of Company Common Stock at the then-effective conversion rate as calculated pursuant to the Company Certificate of Incorporation (the "**Conversion**"). After the Conversion, all of the shares of Company Preferred Stock (other than any share of Company Series P Preferred Stock) shall no longer be outstanding and shall cease to exist, and each holder of Company Preferred Stock (other than any share of Company Series P Preferred Stock) shall thereafter cease to have any rights with respect to such securities.

(c) At the Acquisition Merger Effective Time, by virtue of the Acquisition Merger and without any action on the part of the Domesticated SPAC, Merger Sub, the Company or the holders of any of the following securities:

(i) each share of Company Common Stock issued and outstanding immediately prior to the Acquisition Merger Effective Time (including shares of Company Common Stock resulting from the Conversion) shall be canceled and converted into the right to receive (A) the applicable Per Share Merger Consideration and (B) upon a Triggering Event (or the date on which a Change of Control occurs as described in Section 3.03(c)(ii)- (iv)), the applicable Per Share Earnout Consideration (with any fractional share to which any holder of Company Common Stock would otherwise be entitled rounded up or down to the nearest whole share) in accordance with Section 3.03, in each case without interest;

(ii) all shares of Company Stock held in the treasury of the Company shall be canceled without any conversion thereof and no payment or distribution shall be made with respect thereto;

(iii) each share of Company Series P Preferred Stock issued and outstanding immediately prior to the Acquisition Merger Effective Time shall be canceled and converted into the right to receive the applicable Per Series P Share Consideration; and

(iv) each share of Merger Sub Common Stock issued and outstanding immediately prior to the Acquisition Merger Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock, par value $0.0001 per share, of the Surviving Subsidiary Corporation.

(d) Effective as of the Acquisition Merger Effective Time, each Company Warrant, to the extent then outstanding and unexercised, shall automatically, without any action on the part of the holder thereof, be assumed and converted into a warrant to acquire a number of shares of Domesticated SPAC Common Stock at an adjusted exercise price per share, in each case, as determined under this Section 3.01(d) (each such resulting warrant, an "**Assumed Warrant**"). Each Assumed Warrant shall be subject to the same terms and conditions (including exercisability terms) as were applicable to the corresponding former Company Warrant immediately prior to the Acquisition Merger Effective Time, taking into account any changes thereto by reason of this Agreement or the Transactions. Accordingly, effective as of the Acquisition Merger Effective Time: (a) each Assumed Warrant shall be exercisable solely for shares of Domesticated SPAC Common Stock; (b) the number of shares of Domesticated SPAC Common Stock subject to each Assumed Warrant shall be equal to (1) the number of shares of Company Common Stock subject to the applicable Company Warrant immediately prior to the Acquisition Merger Effective Time *multiplied by* (2) the Exchange Ratio, rounding the resulting number down to the nearest whole number of shares of Domesticated SPAC Common Stock; and (c) the per share exercise price for the Domesticated SPAC Common Stock issuable upon exercise of such Assumed Warrant shall be equal to (x) the per share exercise price for the shares of Company Common Stock subject to the applicable Company Warrant, as in effect immediately prior to the Acquisition Merger Effective Time, *divided by* (y) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent. The Domesticated SPAC shall take all corporate action necessary to reserve for future issuance, and shall maintain such reservation for so long as any of the Assumed Warrants remain outstanding, a sufficient number of shares of Domesticated SPAC Common Stock for delivery upon the exercise of such Assumed Warrants.

(e) Each Company Option that is outstanding and unexercised as of immediately prior to the Acquisition Merger Effective Time, whether or not vested, shall be assumed and converted into (i) an option to purchase a number of shares of Domesticated SPAC Common Stock (such option, an "**Exchanged Option**") equal to (A) the number of shares of Company Common Stock subject to such Company Option immediately prior to the Acquisition Merger Effective Time, *multiplied by* (B) the Exchange Ratio (such product rounded down to the nearest whole share), at an exercise price per share (rounded up to the nearest whole cent) equal to (1) the exercise price per share of such Company Option immediately prior to the Acquisition Merger Effective Time, *divided by* (2) the Exchange Ratio; *provided*, *however*, that the exercise price and the number of shares of Domesticated SPAC Common Stock purchasable pursuant to the Exchanged Options shall be determined in a manner consistent with the requirements of Section 409A of the Code; *provided*, *further*, that in the case of any Exchanged Option to which Section 422 of the Code applies, the exercise price and the number of shares of Domesticated SPAC Common Stock purchasable pursuant to such option shall be determined in accordance with the foregoing, subject to such adjustments as are necessary in order to satisfy the requirements of Section 424(a) of the Code and (ii) other than with respect to any Company Option held by a holder of Management Earnout RSUs, the contingent right to receive a number of Earnout Shares (with respect to each holder, rounded up or down to the nearest whole number of Earnout Shares) in accordance with Section 3.03 equal to (A) the number of shares of Company Common Stock subject to such Company Option immediately prior to the Acquisition Merger Effective Time *multiplied by* (B) the Per Share Earnout Consideration. Except as specifically provided above, following the Acquisition Merger Effective Time, each Exchanged Option shall continue to be governed by the same terms and conditions (including vesting and exercisability terms) as were applicable to the corresponding former Company Option immediately prior to the Acquisition Merger Effective Time, except to the extent such terms or conditions are rendered inoperative by the Merger Steps or any related transactions.

(f) Each Company RSU Award that is outstanding immediately prior to the Acquisition Merger Effective Time shall be assumed and converted into (i) an award covering a number of shares of Domesticated SPAC Common Stock (rounded down to the nearest whole number) (such award of restricted shares, "**Exchanged RSU Award**") equal to (A) the number of shares of Company Common Stock subject to such award immediately prior to the Acquisition Merger Effective Time, *multiplied by* (B) the Exchange Ratio and (ii) other than with respect to any Company RSU Award held by a holder of Management Earnout RSUs, the contingent right to receive a number of Earnout Shares (with respect to each holder, rounded up or down to the nearest whole number of Earnout Shares) in accordance with Section 3.03 equal to (A) the number of shares of Company Common Stock subject to such award immediately prior to the Acquisition Merger Effective Time *multiplied by* (B) the Per Share Earnout Consideration. Except as specifically provided above, following the Acquisition Merger Effective Time, each Exchanged RSU Award shall continue to be governed by the same terms and conditions (including vesting and repurchase terms) as were applicable to the corresponding Company RSU Award immediately prior to the Acquisition Merger Effective Time, except to the extent such terms or conditions are rendered inoperative by the Merger Steps and any related transactions.

(g) At or prior to the Domestication Closing and the Acquisition Merger Effective Time (as applicable), the parties hereto and their respective boards, as applicable, shall adopt any resolutions and take any actions that are necessary to effectuate the treatment of the Company Common Stock pursuant to Section 3.01(c), the treatment of the Company Warrants pursuant to Section 3.01(d), the treatment of the Company Options pursuant to Section 3.01(e), the treatment of Company RSU Awards pursuant to Section 3.01(f), or to cause any disposition or acquisition of equity securities of SPAC or the Domesticated SPAC pursuant to Section 3.01(a), Section 3.01(c), Section 3.01(d), Section 3.01(e) or Section 3.01(f), or pursuant to the Private Placements, as applicable, by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act, with respect to SPAC or the Domesticated SPAC or who will (or is reasonably expected to) become subject to such reporting requirements with respect to the Domesticated SPAC to be exempt under Rule 16b-3 under the Exchange Act.

(h) Subject to Section 7.19, Domesticated SPAC shall issue a number of shares of Domesticated SPAC Common Stock that is less than or equal to the Company Community Share Amount to the persons (if any) and in the amounts (if any) determined in accordance with Section 7.19.

Section 3.02 Exchange of Certificates.

(a) **Exchange Agent**. Prior to the Acquisition Closing Date, SPAC shall cause to be transferred or deposited into a balance account (or the applicable equivalent), with an exchange agent designated by SPAC (the "**Exchange Agent**"), for the benefit of the holders of SPAC Ordinary Shares, SPAC Units and the Company Stock (including shares of Company Common Stock resulting from the conversion of Company Preferred Stock described in Section 3.01(b)), for exchange in accordance with this Article III, the number of shares of Domesticated SPAC Common Stock sufficient to deliver the aggregate Converted Shares and Per Share Consideration payable pursuant to this Agreement (such shares of Domesticated SPAC Common Stock, together with any dividends or distributions with respect thereto pursuant to Section 3.02(c), being hereinafter referred to as the "**Exchange Fund**"). SPAC shall cause the Exchange Agent, pursuant to irrevocable instructions, to pay the Converted Shares and the Per Share Consideration out of the Exchange Fund in accordance with this Agreement. Except as contemplated by Section 3.02(c) hereof, the Exchange Fund shall not be used for any other purpose.

(b) **Exchange Procedures for Company Stock Evidenced by Certificates; Exchange Procedures for Company Stock, SPAC Ordinary Shares and SPAC Units in Book Entry**.

(i) As promptly as practicable after the Acquisition Merger Effective Time, if required by the Exchange Agent, the Company shall use its reasonable best efforts to cause the Exchange Agent to mail to each holder of Company Stock evidenced by certificates (the "**Certificates**") entitled to receive the applicable Per Share Consideration pursuant to Section 3.01: a letter of transmittal, which shall be in a form reasonably acceptable to SPAC (the "**Letter of Transmittal**") and shall specify (A) that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent, and (B) instructions for use in effecting the surrender of the Certificates pursuant to the Letter of Transmittal. Prior to the Acquisition Merger Effective Time, SPAC shall enter into an agreement with the Exchange Agent providing that, following the surrender to the Exchange Agent of all Certificates held by such holder for cancellation (but in no event prior to the Acquisition Merger Effective Time), together with a Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto and such other documents as may be required pursuant to such instructions, the holder of such Certificates shall be entitled to receive in exchange therefore, and the Exchange Agent shall deliver the applicable Per Share Merger Consideration in accordance with the provisions of Section 3.01, and the Certificate so surrendered shall forthwith be cancelled. Until surrendered as contemplated by this Section 3.02, each Certificate entitled to receive the applicable Per Share Consideration in accordance with Section 3.01 shall be deemed at all times after the Acquisition Merger Effective Time to represent only the right to receive upon such surrender the applicable Per Share Consideration that such holder is entitled to receive in accordance with the provisions of Section 3.01.

(ii) SPAC shall use its reasonable best efforts to cause the Exchange Agent to issue to the holders of the (A) SPAC Ordinary Shares, (B) SPAC Units (solely with respect to the portion thereof consisting of SPAC Ordinary Shares) and (C) Company Stock, in each case, represented by book entry, the applicable Converted Shares or the applicable Per Share Merger Consideration, as the case may be, in accordance with the provisions of Section 3.01, without such holder being required to deliver a Certificate or Letter of Transmittal to the Exchange Agent.

(c) **Distributions with Respect to Unexchanged Certificates**. No dividends or other distributions declared or made after the Acquisition Merger Effective Time with respect to the Domesticated SPAC Common Stock with a record date after the Acquisition Merger Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to the shares of Domesticated SPAC Common Stock represented thereby until the holder of such Certificate shall surrender such Certificate in accordance with Section 3.02(b). Subject to the effect of escheat, Tax or other applicable Laws, following surrender of any such Certificate, the Domesticated SPAC shall pay or cause to be paid or cause the Exchange Agent to pay to the holder of the shares of Domesticated SPAC Common Stock issued in exchange therefore, without interest, (i) promptly, but in any event within five (5) Business Days of such surrender, the amount of dividends or other distributions with a record date after the Acquisition Merger Effective Time and theretofore paid with respect to such shares of Domesticated SPAC Common Stock, and (ii) at the appropriate payment date, the amount of dividends or other distributions, with a record date after the Acquisition Merger Effective Time but prior to surrender and a payment date occurring after surrender, payable with respect to such shares of Domesticated SPAC Common Stock.

(d) **No Further Rights in Company Common Stock**. (i) The Converted Shares payable upon conversion of the SPAC Ordinary Shares and SPAC Units (solely with respect to the portion thereof consisting of SPAC Ordinary Shares) pursuant to Section 3.01(a) in accordance with the terms hereof, shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such SPAC Ordinary Shares and SPAC Units (solely with respect to the portion thereof consisting of SPAC Ordinary Shares), as applicable, and (ii) the Per Share Consideration payable upon conversion of the Company Stock (including shares of Company Common Stock resulting from the conversion of Company Preferred Stock described in Section 3.01(b)) or pursuant to Section 3.03 in accordance with the terms hereof, shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such Company Stock.

(e) **Adjustments to Converted Shares and Per Share Consideration**. The Converted Shares and the Per Share Consideration shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend, reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to SPAC Ordinary Shares (prior to the Domestication), Domesticated SPAC Common Stock (following the Domestication), or the Company Stock occurring on or after the date hereof and prior to the Acquisition Merger Effective Time; *provided*, *however*, that this Section 3.02(e) shall not be construed to permit SPAC or the Company to take any actions with respect to its securities that is prohibited by this Agreement.

(f) **Termination of Exchange Fund**. Any portion of the Exchange Fund that remains undistributed to the holders of SPAC Ordinary Shares, SPAC Units (solely with respect to the portion thereof consisting of SPAC Ordinary Shares) or Company Stock for one year after the Acquisition Merger Effective Time shall be delivered to the Domesticated SPAC, upon demand, and any holders of SPAC Ordinary Shares, SPAC Units (solely with respect to the portion thereof consisting of SPAC Ordinary Shares) or Company Stock, who have not theretofore complied with this Section 3.02 shall thereafter look only to the Domesticated SPAC for the applicable Converted Shares or applicable Per Share Consideration, as the case may be, other than as provided in Section 3.03. Any portion of the Exchange Fund remaining unclaimed by holders of the SPAC Ordinary Shares, SPAC Units (solely with respect to the portion thereof consisting of SPAC Ordinary Shares) or Company Stock as of a date which is immediately prior to such time as such amounts would otherwise escheat to or become property of any government entity shall, to the extent permitted by applicable law, become the property of the Domesticated SPAC free and clear of any claims or interest of any person previously entitled thereto.

(g) **No Liability**. None of the Exchange Agent, SPAC, the Domesticated SPAC or the Surviving Subsidiary Corporation shall be liable to any holder of SPAC Ordinary Shares, SPAC Units or Company Stock (including shares of Company Common Stock resulting from the conversion of Company Preferred Stock described in Section 3.01(b)) for any Domesticated SPAC Common Stock (or dividends or distributions with respect thereto) or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law in accordance with this Section 3.02.

(h) **Withholding Rights**. Notwithstanding anything in this Agreement to the contrary, each of the Company, the Domesticated SPAC, Merger Sub and the Exchange Agent and each of their respective affiliates shall be entitled to deduct and withhold (or cause to be deducted and withheld) from amounts (including shares, warrants, options or other property) otherwise payable, issuable or transferable pursuant to this Agreement, such amounts as it is required to deduct and withhold with respect to such payment, issuance or transfer under the United States Internal Revenue Code of 1986, as amended (the "**Code**") or any provision of state, local or non-U.S. Tax Law. If the applicable withholding agent intends to withhold any Taxes from any amounts payable to holders of equity interests in the Company (other than with respect to any withholding (i) on amounts treated as compensation for applicable tax purposes or (ii) relating to a failure by the Company to deliver at or prior to the Acquisition Closing, the deliverable contemplated in Section 7.14(c)), the applicable withholding agent shall use commercially reasonable efforts to provide prior notice of such withholding to the Company as soon as reasonably practicable after it determines withholding is required and shall reasonably cooperate to reduce or eliminate such withholding to the extent permissible under applicable Law. To the extent that amounts are deducted or withheld consistent with this Section 3.02(h) and paid to the applicable Governmental Authority, such deducted or withheld amounts shall be treated for all purposes of this Agreement as having been paid, issued or transferred to the person in respect of which such deduction and withholding was made. The parties hereto shall cooperate in good faith to eliminate or reduce any such deduction or withholding (including through the request and provision of any statements, forms or other documents to reduce or eliminate any such deduction or withholding).

(i) **Lost Certificates**. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed, the Exchange Agent or, solely in respect of Earnout Shares issuable pursuant to Section 3.03, the Domesticated SPAC, will issue or cause to be issued in exchange for such lost, stolen or destroyed Certificate, the applicable Per Share Consideration that such holder is otherwise entitled to receive pursuant to, and in accordance with, the provisions of Section 3.01 or Section 3.03, as applicable.

(j) **Fractional Shares**. No certificates or scrip or shares representing fractional shares of Domesticated SPAC Common Stock shall be issued upon the exchange of SPAC Ordinary Shares, SPAC Units or Company Common Stock or as Earnout Shares or Management Earnout Shares, and such fractional share interests will not entitle the owner thereof to vote or to have any rights of a stockholder of the Domesticated SPAC or a holder of shares of Domesticated SPAC Common Stock. In lieu of any fractional share of Domesticated SPAC Common Stock to which any holder of SPAC Ordinary Shares, SPAC Units or Company Common Stock, would otherwise be entitled in connection with the payment of the Converted Shares or Per Share Merger Consideration or Earnout Shares or Management Earnout Shares, as applicable, the Exchange Agent shall round up or down to the nearest whole share of Domesticated SPAC Common Stock. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

Section 3.03 Earnout.

(a) Following the Acquisition Closing, within five (5) Business Days after the occurrence of a Triggering Event, the Domesticated SPAC shall issue or cause to be issued to (x) the Eligible Company Equityholders with respect to such Triggering Event the following shares of Domesticated SPAC Common Stock (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Domesticated SPAC Common Stock occurring after the Acquisition Closing) (the "**Earnout Shares**") constituting the Per Share Earnout Consideration as additional consideration for the Company interests acquired in connection with the Acquisition Merger, and (y) the holders of Management Earnout RSUs, with respect to such Triggering Event, the following shares of Domesticated SPAC Common Stock (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Domesticated SPAC Common Stock occurring after the Acquisition Closing) (the "**Management Earnout Shares**") constituting the Per Management Earnout RSU Consideration, in the case of each of (x) and (y), upon the terms and subject to the conditions set forth in this Agreement and the Ancillary Agreements:

(i) upon the occurrence of Triggering Event I, a one-time issuance of 3,333,333 Earnout Shares to the Eligible Company Equityholders and 1,666,667 Management Earnout Shares to the holders of Management Earnout RSUs;

(ii) upon the occurrence of Triggering Event II, a one-time issuance of 3,333,333 Earnout Shares to the Eligible Company Equityholders and 1,666,667 Management Earnout Shares to the holders of Management Earnout RSUs; and

(iii) upon the occurrence of Triggering Event III, a one-time issuance of 3,333,334 Earnout Shares to the Eligible Company Equityholders and 1,666,666 Management Earnout Shares to the holders of Management Earnout RSUs.

(b) For the avoidance of doubt, the Eligible Company Equityholders and the holders of Management Earnout RSUs with respect to a Triggering Event shall be entitled to receive Earnout Shares and Management Earnout Shares, respectively, upon the occurrence of each Triggering Event; *provided*, *however*, that each Triggering Event shall only occur once, if at all, and in no event shall the Eligible Company Equityholders and the holders of Management Earnout RSUs be entitled to receive more than an aggregate of 10,000,000 Earnout Shares and 5,000,000 Management Earnout Shares pursuant to this Section 3.03.

(c) If, during the Earnout Period, there is a Change of Control pursuant to which the Domesticated SPAC or its stockholders have the right to receive consideration implying a value per share of Domesticated SPAC Common Stock (as agreed in good faith by the Sponsor and the board of directors of the Domesticated SPAC) of:

(i) less than $12.50, then this Section 3.03 shall terminate and no Earnout Shares or Management Earnout Shares shall be issuable hereunder;

(ii) greater than or equal to $12.50 but less than $15.00, then, (A) immediately prior to such Change of Control, the Domesticated SPAC shall issue 3,333,333 shares of Domesticated SPAC Common Stock (less any Earnout Shares issued prior to such Change of Control pursuant to Section 3.03(a)) to the Eligible Company Equityholders with respect to the Change of Control, (B) immediately prior to such Change of Control, the Domesticated SPAC shall issue 1,666,667 shares of Domesticated SPAC Common Stock (less any Management Earnout Shares issued prior to such Change of Control pursuant to Section 3.03(a), provided that in no event shall such subtraction result in a negative number of shares or require a forfeiture of shares) to the holders of Management Earnout RSUs with respect to the Change of Control and (C) thereafter, this Section 3.03 shall terminate and no further Earnout Shares or Management Earnout Shares shall be issuable hereunder;

(iii) greater than or equal to $15.00 but less than $18.00, then, (A) immediately prior to such Change of Control, the Domesticated SPAC shall issue 6,666,666 shares of Domesticated SPAC Common Stock (less any Earnout Shares issued prior to such Change of Control pursuant to Section 3.03(a)) to the Eligible Company Equityholders with respect to the Change of Control, (B) immediately prior to such Change of Control, the Domesticated SPAC shall issue 3,333,334 shares of Domesticated SPAC Common Stock (less any Management Earnout Shares issued prior to such Change of Control pursuant to Section 3.03(a), provided that in no event shall such subtraction result in a negative number of shares or require a forfeiture of shares) to the holders of Management Earnout RSUs with respect to the Change of Control and (C) thereafter, this Section 3.03 shall terminate and no further Earnout Shares or Management Earnout Shares shall be issuable hereunder; or

(iv) greater than or equal to $18.00, then, (A) immediately prior to such Change of Control, the Domesticated SPAC shall issue 10,000,000 shares of Domesticated SPAC Common Stock (less any Earnout Shares issued prior to such Change of Control pursuant to Section 3.03(a)) to the Eligible Company Equityholders with respect to the Change of Control, (B) immediately prior to such Change of Control, the Domesticated SPAC shall issue 5,000,000 shares of Domesticated SPAC Common Stock (less any Management Earnout Shares issued prior to such Change of Control pursuant to Section 3.03(a), provided that in no event shall such subtraction result in a negative number of shares or require a forfeiture of shares) to the holders of Management Earnout RSUs with respect to the Change of Control and (C) thereafter, this Section 3.03 shall terminate and no further Earnout Shares or Management Earnout Shares shall be issuable hereunder;

(d) The Domesticated SPAC Common Stock price targets set forth in the definitions of Triggering Event I, Triggering Event II and Triggering Event III, and in clauses (i), (ii), (iii) and (iv) of Section 3.03(c) shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Domesticated SPAC Common Stock occurring after the Acquisition Closing.

(e) At all times during the Earnout Period, the Domesticated SPAC shall keep available for issuance a sufficient number of shares of unissued Domesticated SPAC Common Stock to permit the Domesticated SPAC to satisfy in full its issuance obligations set forth in this Section 3.03 and shall take all actions reasonably required (including by convening any stockholder meeting) to increase the authorized number of Domesticated SPAC Common Stock if at any time there shall be insufficient unissued Domesticated SPAC Common Stock to permit such reservation. In no event will any right to receive Earnout Shares or Management Earnout Shares be represented by any negotiable certificates of any kind, and in no event will any holder of a contingent right to receive Earnout Shares or Management Earnout Shares take any steps that would render such rights readily marketable.

(f) The Domesticated SPAC shall take such actions as are reasonably requested by the Eligible Company Equityholders and the holders of the Management Earnout RSUs to evidence the issuances pursuant to this Section 3.03, including through the provision of an updated stock ledger showing such issuances (as certified by an officer of the Domesticated SPAC responsible for maintaining such ledger or the applicable registrar or transfer agent of the Domesticated SPAC).

(g) During the Earnout Period, the Domesticated SPAC shall use reasonable best efforts for the Domesticated SPAC to remain listed as a public company on, and for the Domesticated SPAC Common Stock (including, when issued, the Earnout Shares and the Management Earnout Shares) to be tradable over the national securities exchange (as defined under Section 6 of the Exchange Act) on which the shares of Domesticated SPAC Common Stock are then listed; *provided*, *however*, that subject to Section 3.03(c), the foregoing shall not limit the Domesticated SPAC from consummating a Change of Control or entering into a contract that contemplates a Change of Control.

Section 3.04 **Company Closing Statement**. Three (3) Business Days prior to the Acquisition Closing Date, the Company shall prepare and deliver to SPAC a statement (the "**Company Closing Statement**") setting forth in good faith a capitalization table containing the information set forth in Section 4.03(a) and, with respect to each holder of Company Options, Company RSU Awards or Company Warrants, the information set forth in Section 4.03(c) of the Company Disclosure Schedule, in each case, as of the date the Company Closing Statement is delivered to SPAC. From and after delivery of the Company Closing Statement until the Acquisition Closing, the Company shall (i) use reasonable best efforts to cooperate with and provide SPAC and its Representatives all information reasonably requested by SPAC or any of its Representatives and within the Company's or its Representatives' possession or control in connection with SPAC's review of the Company Closing Statement and (ii) consider in good faith any comments to the Company Closing Statement provided by SPAC, which comments SPAC shall deliver to the Company no later than two (2) Business Days prior to the Acquisition Closing Date, and the Company shall revise such Company Closing Statement to incorporate any changes the Company determines are reasonably necessary or appropriate given such comments.

Section 3.05 **Warrant Proceeds**. Following the Acquisition Closing, in the event that the Domesticated SPAC conducts a tender offer or other redemption, termination or cancellation of the Assumed SPAC Warrants, each of (x) the SPAC Founder Shareholders, collectively, and (y) the persons determined by the board of directors of the Domesticated SPAC, collectively, shall be entitled to receive five percent (5%) of the cash proceeds actually received by the Domesticated SPAC as a result of the exercise of any such Assumed SPAC Warrants in connection therewith. Such payment shall be made (a) at the end of any calendar quarter in which the Domesticated SPAC actually receives such proceeds and (b) by wire transfer of immediately available funds to (i) an account (or accounts) designated in writing to the Domesticated SPAC by the SPAC Founder Shareholders and (ii) an account (or accounts) designated in writing by the Company.

Section 3.06 **Stock Transfer Books**. At the Acquisition Merger Effective Time, the stock transfer books of the Company shall be closed and there shall be no further registration of transfers of Company Stock thereafter on the records of the Company. From and after the Acquisition Merger Effective Time, the holders of Certificates representing Company Stock outstanding immediately prior to the Acquisition Merger Effective Time shall cease to have any rights with respect to such Company Stock, except as otherwise provided in this Agreement or by Law. On or after the Acquisition Merger Effective Time, any Certificates presented to the Exchange Agent or the Domesticated SPAC for any reason shall be converted into the applicable Per Share Consideration in accordance with the provisions of Section 3.01 and Section 3.03, as applicable.

Section 3.07 **Appraisal and Dissenters' Rights**.

(a) Notwithstanding any provision of this Agreement to the contrary and to the extent available under the DGCL and/or any other applicable Laws, shares of Company Common Stock that are outstanding immediately prior to the Acquisition Merger Effective Time and that are held by stockholders of the Company who shall have neither voted in favor of the Merger Steps nor consented thereto in writing and who shall have demanded properly in writing appraisal or dissenters' rights for such Company Common Stock in accordance with Section 262 of the DGCL and/or any other applicable Laws, and otherwise complied with all of the provisions of the DGCL and/or any other applicable Laws relevant to the exercise and perfection of appraisal rights, shall not be converted into, and such stockholders shall have no right to receive, the applicable Per Share Consideration unless and until such stockholder fails to perfect or withdraws or otherwise loses his, her or its right to appraisal and payment under the DGCL and any other applicable Laws. Any stockholder of the Company who fails to perfect or who effectively withdraws or otherwise loses his, her or its rights to appraisal of such shares of Company Common Stock under Section 262 of the DGCL and any other applicable Laws, shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the Acquisition Merger Effective Time, the right to receive the applicable Per Share Consideration, without any interest thereon, upon surrender, if applicable, in the manner provided in Section 3.02(b), of the Certificate or Certificates that formerly evidenced such shares of Company Common Stock.

(b) Prior to the Acquisition Closing Date, the Company shall give SPAC (i) prompt notice of any demands for appraisal received by the Company and any withdrawals of such demands, and (ii) the opportunity to participate in all negotiations and proceedings with respect to demands for appraisal under the DGCL and/or any other applicable Laws. The Company shall not, except with the prior written consent of SPAC, make any payment with respect to any demands for appraisal or offer to settle or settle any such demands.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the Company's disclosure schedule delivered by the Company in connection with this Agreement (the "**Company Disclosure Schedule**") (*provided* that each section of the Company Disclosure Schedule qualifies the correspondingly numbered representation or warranty specified therein and any such other representations, warranties or covenants where its applicability to, relevance as an exception to, or disclosure for purposes of, such other representation, warranty or covenant is reasonably apparent on the face of such disclosure), the Company hereby represents and warrants to SPAC and Merger Sub as follows:

Section 4.01 Organization and Qualification; Subsidiaries.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Each Company Subsidiary is a corporation or other organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate or other organizational power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted, except where the failure to be in good standing would not have a Company Material Adverse Effect. The Company and each Company Subsidiary is duly qualified or licensed as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

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

Section 4.02 Certificate of Incorporation and Bylaws. The Company has, prior to the date of this Agreement, made available to SPAC a complete and correct copy of the certificate of incorporation and the bylaws or equivalent organizational documents, each as amended to date, of the Company and each Company Subsidiary. Such certificates of incorporation, bylaws or equivalent organizational documents are in full force and effect. The Company is not in violation of any of the provisions of its certificate of incorporation, bylaws or equivalent organizational documents. No Company Subsidiary is in material violation of any of the provisions of its certificate of incorporation, bylaws or equivalent organizational documents.

Section 4.03 Capitalization.

(a) The authorized capital stock of the Company consists of 48,513,126 shares of Company Common Stock and 29,295,386 shares of Company Preferred Stock, consisting of (i) 4,502,881 shares of Company Series Seed Preferred Stock, (ii) 6,072,815 shares of Company Series A Preferred Stock, (iii) 6,694,033 shares of Company Series B Preferred Stock, (iv) 7,275,657 shares of Company Series C Preferred Stock and (v) 4,750,000 shares of Company Series P Preferred Stock. As of the date of this Agreement, (i) 6,297,398 shares of Company Common Stock are issued and outstanding, (ii) 24,545,386 shares of Company Preferred Stock are issued and outstanding, (iii) 4,502,881 shares of Company Series Seed Preferred Stock are issued and outstanding, (iv) 6,072,815 shares of Company Series A Preferred Stock are issued and outstanding, (v) 6,694,033 shares of Company Series B Preferred Stock are issued and outstanding, (vi) 7,275,657 shares of Company Series C Preferred Stock are issued and outstanding, (vii) 1,100,000 shares of Company Series P Preferred Stock are issued and outstanding, (viii) no shares of Company Common Stock or Company Preferred Stock are held in the treasury of the Company, (ix) 7,573,589 shares of Company Common Stock are reserved for future issuance pursuant to outstanding Company Options granted pursuant to the Company Equity Incentive Plan, (x) 174,154 shares of Company Common Stock are reserved for future issuance pursuant to outstanding Company RSU Awards granted pursuant to the Company Equity Incentive Plan, and (xi) 91,310 shares of Company Common Stock are reserved for future issuance pursuant to the Company Warrants.

(b) Other than (i) the Company Options set forth in Section 4.03(c) of the Company Disclosure Schedule, (ii) the Company RSU Awards set forth in Section 4.03(c) of the Company Disclosure Schedule, (iii) the Company Preferred Stock, (iv) the rights provided in the Investors' Rights Agreement, and (v) outstanding Company Warrants to purchase an aggregate of 91,310 shares of Company Common Stock, there are no options, warrants, preemptive rights, calls, convertible securities, conversion rights or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of the Company or any Company Subsidiary or obligating the Company or any Company Subsidiary to issue or sell any shares of capital stock of, or other equity or voting interests in, or any securities convertible into or exchangeable or exercisable for shares of capital stock, or other equity or other voting interests in, the Company or any Company Subsidiary. Neither the Company nor any Company Subsidiary is a party to, or otherwise bound by, and neither the Company nor any Company Subsidiary has granted, any equity appreciation rights, participations, phantom equity, restricted shares, restricted share units, performance shares, contingent value rights or similar securities or rights that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any capital stock of, or other securities or ownership interests in, the Company or any Company Subsidiary. Except as set forth in the Company Voting Agreement, there are no voting trusts, voting agreements, proxies, shareholder agreements or other agreements to which the Company or any Company Subsidiary is a party, or to the Company's knowledge, among any holder of Company Stock or any other equity interests or other securities of the Company or any Company Subsidiary to which the Company or any Company Subsidiary is not a party, with respect to the voting of the Company Stock or any of the equity interests or other securities of the Company.

(c) Section 4.03(c) of the Company Disclosure Schedule sets forth, the following information with respect to each Company Option, each Company RSU Awards and Company Warrant outstanding as of February 1, 2022, as applicable: (i) the name of the Company Option or Company RSU Award recipient or the name of the holder of the Company Warrant; (ii) the number of shares of Company Common Stock subject to such Company Option, Company RSU Award or Company Warrant; (iii) the exercise or purchase price of such Company Option, Company RSU Award or Company Warrant; (iv) the date on which such Company Option, Company RSU Award or Company Warrant was granted; (v) the vesting schedule applicable to such Company Option or Company RSU Award; and (vi) the date on which such Company Option or Company Warrant expires. The Company has made available to SPAC accurate and complete copies of the Company Equity Incentive Plan pursuant to which the Company has granted the Company Options that are currently outstanding and the form of all stock and stock-based award agreements evidencing the Company Options or Company RSU Awards. No Company Option was granted with an exercise price per share less than the fair market value of the underlying Company Common Stock as of the date such Company Option was granted. All shares of Company Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and nonassessable.

(d) There are no outstanding contractual obligations of the Company or any Company Subsidiary to repurchase, redeem or otherwise acquire any shares of the Company or any capital stock of any Company Subsidiary or to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any person other than a Company Subsidiary.

(e) (i) There are no commitments or agreements of any character to which the Company is bound obligating the Company to accelerate the vesting of any Company Option or Company RSU Award as a result of the proposed transactions herein and (ii) all outstanding Company Stock, all outstanding Company Options, all outstanding Company RSU Awards, all outstanding Company Warrants and all outstanding shares of capital stock of each Company Subsidiary have been issued and granted in compliance in all material respects with (A) all applicable securities laws and other applicable Laws, including, with respect to Company Options, Section 409A of the Code, and (B) all preemptive rights and other requirements set forth in applicable contracts to which the Company or any Company Subsidiary is a party and the organizational documents of the Company and the Company Subsidiaries.

(f) Each outstanding share of capital stock of each Company Subsidiary is duly authorized, validly issued, fully paid and nonassessable, and each such share is owned 100% by the Company or another Company Subsidiary free and clear of all Liens, options, rights of first refusal and limitations on the Company's or any Company Subsidiary's voting rights, other than transfer restrictions under applicable securities laws and their respective organizational documents.

(g) Immediately prior to the Acquisition Merger Effective Time, each share of Company Preferred Stock that is issued and outstanding immediately prior to the Acquisition Merger Effective Time (other than any share of Company Series P Preferred Stock) shall be converted into Company Common Stock at the then effective conversion rate as calculated pursuant to the Company Certificate of Incorporation. Section 4.03(g) of the Company Disclosure Schedule sets forth the currently effective conversion rate for each series of Company Preferred Stock (other than any share of Company Series P Preferred Stock) as calculated pursuant to the Company Certificate of Incorporation. After the Conversion, all of the shares of Company Preferred Stock (other than any share of Company Series P Preferred Stock) shall no longer be outstanding and shall cease to exist, and each previous holder of Company Preferred Stock (other than any share of Company Series P Preferred Stock) shall thereafter cease to have any rights with respect to such securities (other than the right to receive the shares of Company Common Stock issuable pursuant to the Conversion with respect thereto). Subject to and upon receipt of the Requisite Company Stockholder Approval, the Conversion will have been duly and validly authorized by all corporate action and all required approvals and consents will have been obtained by the Company.

Section 4.04 **Authority Relative to this Agreement**. The Company has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to receiving the Requisite Company Stockholder Approval, to consummate the Transactions. The execution and delivery of this Agreement by the Company and the consummation by the Company of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the Transactions. This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by SPAC and Merger Sub, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, by general equitable principles (the "**Remedies Exceptions**"). The Company Board has approved this Agreement and the Transactions, and such approvals are sufficient so that the restrictions on business combinations set forth in Section 203 of the DGCL shall not apply to the Merger Steps, this Agreement, any Ancillary Agreement or any of the other Transactions. No other state takeover statute is applicable to the Merger Steps or the other Transactions.

Section 4.05 **No Conflict; Required Filings and Consents**.

(a) The execution and delivery of this Agreement by the Company does not, and subject to receipt of the filing and recordation of appropriate merger documents as required by the DGCL and of the consents, approvals, authorizations or permits, filings and notifications, expiration or termination of waiting periods after filings and other actions contemplated by Section 4.05(b) and assuming all other required filings, waivers, approvals, consents, authorizations and notices disclosed in Section 4.05(a) of the Company Disclosure Schedule, including the Written Consent, have been made, obtained or given, the performance of this Agreement by the Company will not (i) conflict with or violate the certificate of incorporation or bylaws or any equivalent organizational documents of the Company or any Company Subsidiary, (ii) assuming that all consents, approvals, authorizations, expiration or termination of waiting periods and other actions described in Section 4.05(b) have been obtained and all filings and obligations described in Section 4.05(b) have been made, conflict with or violate any Law applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound or affected, or (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien (other than any Permitted Lien) on any property or asset of the Company or any Company Subsidiary pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company or any Company Subsidiary is a party or by which Company or any Company Subsidiary or any of their property or assets is bound of affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) The execution and delivery of this Agreement by the Company does not, and the performance of this Agreement by the Company will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any United States federal, state, county, municipal or other local or non-United States government, governmental, regulatory or administrative authority, agency, instrumentality or commission or any court, tribunal, or judicial or arbitral body (a "**Governmental Authority**"), except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act of 1933, as amended (the "**Securities Act**"), state securities or "blue sky" laws ("**Blue Sky Laws**") and state takeover laws, the pre-merger notification requirements of the HSR Act, and filing and recordation of appropriate merger documents as required by the DGCL, and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect.

Section 4.06 Permits; Compliance. Each of the Company and the Company Subsidiaries is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for each of the Company and the Company Subsidiaries to own, lease and operate its properties in all material respects and to carry on its business in all material respects as it is now being conducted (including, solely with respect to CPI, licenses as a Producer), in each case, except for any franchise, grant, authorization, license, permit, easement, variance, exception, consent, certificate, approval or order the lack of which would not reasonably be expected to be material to the Company and the Company Subsidiaries, taken as a whole (each, a "**Company Permit**"). No suspension or cancellation of any of the Company Permits is pending or, to the knowledge of the Company, threatened in writing. Neither the Company nor any Company Subsidiary is in conflict with, or in default, breach or violation of, (a) any Law applicable to the Company or any Company Subsidiary or by which any property or asset of the Company or any Company Subsidiary is bound or affected (including all applicable requirements regarding the marketing and advertising of insurance products, all applicable prohibitions on the use of unfair methods of competition and deceptive acts or practices, and all applicable requirements regulating the underwriting, rating, non-renewal, cancellation or replacement of insurance policies), (b) any Company Permit or (c) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Company or any Company Subsidiary is a party or by which Company or any Company Subsidiary or any of their property or assets is bound or affected, except, in each case, for any such conflicts, defaults, breaches or violations that, individually or in the aggregate, have not been, and would not reasonably be expected to be, material to the Company and the Company Subsidiaries, taken as a whole. CPI, and to the Company's knowledge, its brokers, producers, or other insurance intermediaries or representatives (each, a "**Producer**" and collectively, the "**Producers**") are not subject to any material market conduct or other insurance regulatory claim or regulatory complaint with respect to the business of CPI.

Section 4.07 Financial Statements.

(a) Attached as Section 4.07(a) of the Company Disclosure Schedule are true and complete copies of the audited consolidated balance sheet of the Company and the Company Subsidiaries as of the years December 31, 2019 and December 31, 2020 and the related audited consolidated statements of operations, cash flows and stockholders' equity of the Company and the Company Subsidiaries for the years then ended (collectively, the "**Audited Annual Financial Statements**"). The Audited Annual Financial Statements (including the notes thereto) (i) were prepared in accordance with United States generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly present, in all material respects, the financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of the date thereof and for the periods indicated therein, except as otherwise noted therein.

(b) Attached as Section 4.07(b) of the Company Disclosure Schedule are true and complete copies of the unaudited consolidated balance sheet of the Company and the Company Subsidiaries as of September 30, 2021 (the "**Most Recent Balance Sheet**"), and the related unaudited consolidated statements of operations, cash flows and stockholders' equity of the Company and the Company Subsidiaries for the nine-month period then ended (collectively, the "**Unaudited Financial Statements**" and, together with the Audited Annual Financial Statements, the "**Financial Statements**"). The Unaudited Financial Statements (i) were prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and (ii) fairly present, in all material respects, the financial position, results of operations and cash flows of the Company and the Company Subsidiaries as of the date thereof and for the periods indicated therein, except (x) as otherwise noted therein and (y) for the absence of footnotes and disclosures required by GAAP and the absence of year-end adjustments required by GAAP (none of which will be material, individually or in the aggregate).

(c) Except as and to the extent set forth on the Financial Statements, neither the Company nor any of the Company Subsidiaries has any liability or obligation required to be set forth on a consolidated balance sheet of the Company and the Company Subsidiaries that is prepared in accordance with GAAP except for: (i) liabilities that were incurred in the ordinary course of business since the date of the Most Recent Balance Sheet, (ii) obligations for future performance under any contract to which the Company or any Company Subsidiary is a party, (iii) liabilities for transaction expenses in connection with this Agreement and the Transactions or (iv) such other liabilities and obligations which, individually or in the aggregate, have not resulted in and would not reasonably be expected to result in a Company Material Adverse Effect.

(d) Since January 1, 2018, (i) neither the Company nor any Company Subsidiary nor, to the Company's knowledge, any director, officer, employee, auditor, accountant or Representative of the Company or any Company Subsidiary, has received or otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or, to the knowledge of the Company, oral, regarding the accounting or auditing practices, procedures, methodologies or methods of the Company or any Company Subsidiary or their respective internal accounting controls (including any significant deficiency relating thereto), including any such complaint, allegation, assertion or claim that the Company or any Company Subsidiary has engaged in questionable accounting or auditing practices and (ii) there have been no internal investigations regarding accounting or revenue recognition discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer, general counsel, the Company Board or any committee thereof.

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

Section 4.08 Business Activities; Absence of Certain Changes or Events. Since (x) the Most Recent Balance Sheet, with respect to clauses (i), (ii) and (iv) below or (y) December 31, 2020, with respect to clause (iii) below, and in each case on and prior to the date of this Agreement, except as otherwise reflected in the Financial Statements or as expressly contemplated by this Agreement, (i) the Company and the Company Subsidiaries have conducted their respective businesses in all material respects in the ordinary course, other than due to any actions taken due to COVID-19 Measures, (ii) the Company and the Company Subsidiaries have not sold, assigned, transferred, permitted to lapse, abandoned, or otherwise disposed of any right, title, or interest in or to any of their respective material assets (including material Company-Owned IP) other than non-exclusive licenses (or sublicenses) of Company-Owned IP granted in the ordinary course of business consistent with past practice, (iii) there has not been a Company Material Adverse Effect, and (iv) neither the Company nor any Company Subsidiary has taken any action that, if taken after the date of this Agreement, would constitute a breach of any of the covenants set forth in Section 6.01(b)(ii), Section 6.01(b)(v), Section 6.01(b)(vii), Section 6.01(b)(viii), Section 6.01(b)(xii), Section 6.01(b)(xiv), Section 6.01(b)(xix), Section 6.01(b)(xxi), Section 6.01(b)(xxii), Section 6.01(b)(xxiii) and, only with respect to the covenants in each of the foregoing subsections of Section 6.01(b), Section 6.01(b)(xxv).

Section 4.09 **Absence of Litigation**. Except as set forth in Section 4.09 of the Company Disclosure Schedule, (a) there is no litigation, suit, claim, charge, grievance, action, proceeding, audit or investigation by or before any Governmental Authority (an "**Action**") pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary, or any property or asset of the Company or any Company Subsidiary, in each case, that would reasonably be expected to involve an amount in controversy (not counting insurance deductibles) in excess of $300,000 individually and (b) neither the Company nor any Company Subsidiary nor any property or asset of the Company or any Company Subsidiary is, subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of the Company, continuing investigation by, any Governmental Authority, or any order, writ, judgment, injunction, decree, determination or award of any Governmental Authority.

Section 4.10 **Employee Benefit Plans**.

(a) Section 4.10(a) of the Company Disclosure Schedule lists, as of the date of this Agreement, all material Employee Benefit Plans that are maintained, contributed to, required to be contributed to, or sponsored by the Company or any Company Subsidiary for the benefit of any current or former Service Provider or under which the Company or any Company Subsidiary has or could incur any liability (contingent or otherwise) (whether or not disclosed in Section 4.10(a) of the Company Disclosure Schedule, collectively, the "**Plans**"); *provided* that Section 4.10(a) of the Company Disclosure Schedule shall not include (i) any employment agreement (or offer letter) or individual consulting agreement that, in either case, is consistent in all material respects with the form(s) made available to SPAC, and (ii) any at-will contract or agreement that permit(s) termination of employment or service: (x) by the Company or a Company Subsidiary with no more than thirty (30) day's advance notice, and (y) without severance or other payment or penalty obligations of the Company or any Company Subsidiary.

(b) With respect to each material Plan subject to the laws of the United States, the Company has made available to SPAC, if applicable (i) a true and complete copy of the current plan document and all amendments thereto and each trust or other funding arrangement, (ii) copies of the most recent summary plan description and any summaries of material modifications, (iii) a copy of the 2020 filed Internal Revenue Service ("**IRS**") Form 5500 annual report and accompanying schedules (or, if not yet filed, the most recent draft thereof), (iv) copies of the most recently received IRS determination, opinion or advisory letter for each such Plan, and (v) any material non-routine correspondence from any Governmental Authority with respect to any Plan within the past three (3) years. Neither the Company nor any Company Subsidiary has, as of the date hereof, any express commitment to modify, change or terminate a Plan, other than with respect to a modification, change or termination required by ERISA or the Code, or other applicable Law.

(c) None of the Plans is or was within the past six (6) years, nor does the Company nor any ERISA Affiliate have or reasonably expect to have any liability or obligation under, (i) a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA), (ii) a single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA) subject to Section 412 of the Code and/or Title IV of ERISA, (iii) a multiple employer plan subject to Section 413(c) of the Code, or (iv) a multiple employer welfare arrangement under ERISA. For purposes of this Agreement, "**ERISA Affiliate**" shall mean any entity that together with the Company would be deemed a "single employer" for purposes of Section 4001(b)(1) of ERISA and/or Sections 414(b), (c) and/or (m) of the Code.

(d) Neither the Company nor any Company Subsidiary is nor will be obligated, whether under any Plan or otherwise, to provide any Service Provider with separation pay, severance, termination or similar benefits to any person as a result of the consummation of any Transaction contemplated by this Agreement, nor will the consummation of any such Transaction accelerate the time of payment or vesting, or increase the amount, of any benefit or other compensation due to any Service Provider. The consummation of the Transactions contemplated hereby could not reasonably be expected to be the direct or indirect cause of any amount paid or payable by the Company or any Company Subsidiary to any Service Provider being characterized as an "excess parachute payment" under Section 280G of the Code.

(e) None of the Plans provides, nor does the Company nor any Company Subsidiary have any obligation to provide, retiree medical to any current or former Service Provider after termination of employment or service, except as (i) may be required under Section 4980B of the Code and Parts 6 and 7 of Title I of ERISA and the regulations thereunder or any analogous state law ("**COBRA**"), (ii) coverage through the end of the calendar month in which a termination of employment occurs, or (iii) with respect to reimbursement of COBRA premiums.

(f) Except as would not reasonably be expected to, individually or in the aggregate, constitute a Company Material Adverse Effect, (i) each Plan is and has been within the past six (6) years in compliance in accordance with its terms and the requirements of all applicable Laws, including ERISA and the Code, (ii) the Company and its ERISA Affiliates have performed all obligations required to be performed by them under, are not in default under or in violation of, and have no knowledge of any default or violation by any party to, any Plan, and (iii) no Action is pending or, to the knowledge of the Company, threatened with respect to any Plan (other than claims for benefits in the ordinary course) and, to the knowledge of the Company, no fact or event exists that could reasonably be expected to give rise to any such Action.

(g) Each Plan that is intended to be qualified under Section 401(a) of the Code or Section 401(k) of the Code has (i) timely received a favorable determination letter from the IRS covering all of the provisions applicable to the Plan for which determination letters are currently available that the Plan is so qualified and each trust established in connection with such Plan is exempt from federal income Taxes under Section 501(a) of the Code or (ii) is entitled to rely on a favorable opinion letter from the IRS, and to the knowledge of Company, no fact or event has occurred since the date of such determination or opinion letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Plan or the exempt status of any such trust.

(h) There has not been any prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) nor any reportable event (within the meaning of Section 4043 of ERISA) with respect to any Plan that, in any case, would reasonably be expected to, individually or in the aggregate, constitute a Company Material Adverse Effect. Except as would not reasonably be expected to, individually or in the aggregate, constitute a Company Material Adverse Effect, there have been no acts or omissions by the Company or any ERISA Affiliate thereof that have given or would reasonably be expected to give rise to any fines, penalties, Taxes or related charges under Sections 502 or 4071 of ERISA or Section 511 or Chapter 43 of the Code for which the Company or any such ERISA Affiliate may be liable.

(i) All contributions, premiums or payments required to be made with respect to any Plan have been timely made to the extent due or properly accrued on the consolidated financial statements of the Company and the Company Subsidiaries, except as would not reasonably be expected to, individually or in the aggregate, constitute a Company Material Adverse Effect.

(j) Except as would not reasonably be expected to, individually or in the aggregate, constitute a Company Material Adverse Effect, the Company and each Plan that is a "group health plan" as defined in Section 733(a)(1) of ERISA (each, a "**Health Plan**") is and has been during the past three years in compliance with the Patient Protection and Affordable Care Act of 2010 ("**PPACA**"), and no event has occurred, and no condition or circumstance exists, that would reasonably be expected to subject the Company, any ERISA Affiliate or any Health Plan to any such liability for penalties or excise Taxes under Code Sections 4980D or 4980H or any other provision of the PPACA.

(k) The Company and its ERISA Affiliates have timely made all contributions and satisfied all obligations with respect to any statutory plan, program or arrangement that is required under applicable Laws and maintained by any Governmental Authority covering current or former Service Providers, except as would not reasonably be expected to, individually or in the aggregate, constitute a Company Material Adverse Effect.

Section 4.11 Labor and Employment Matters.

(a) The Company has made available to SPAC a true, correct and complete list of all employees of the Company or any Company Subsidiary as of the date hereof and sets forth for each such individual the following: (i) name and employing entity; (ii) title or position and location of employment; (iii) current annualized base salary or (if paid on an hourly basis) hourly rate of pay; (iv) whether classified as exempt or non-exempt under the Fair Labor Standards Act and analogous Laws; and (v) commission, bonus or other incentive-based compensation eligibility for the current calendar year.

(b) No employee or other Service Provider of the Company or any Company Subsidiary is, and since January 1, 2018 has not been, represented by a labor union, works council, trade union, or similar representative of employees with respect to their employment with the Company or any Company Subsidiary, and neither the Company nor any Company Subsidiary is a party to, subject to, or bound by a collective bargaining agreement, collective agreement, or any other contract or agreement with a labor union, works council, trade union, or similar representative of employees. There are no, and since January 1, 2018 there have not been any, strikes, lockouts or work stoppages existing or, to the Company's knowledge, threatened, with respect to any employees or other Service Providers or the Company or any Company Subsidiaries and there have been no union certification or representation petitions or demands with respect to the Company or any Company Subsidiaries or any of their employees or other Service Providers and, to the Company's knowledge, no union organizing campaign or similar effort is pending or threatened with respect to the Company, any Company Subsidiaries, or any of their employees or other Service Providers.

(c) There are no, and since January 1, 2018 there have not been, material Actions pending or, to the knowledge of the Company, threatened against the Company or any Company Subsidiary by or on behalf of any of their respective current or former employees or other Service Providers.

(d) Except as set forth in Section 4.11(d) of the Company Disclosure Schedule, the Company and the Company Subsidiaries are and have been since January 1, 2018 in compliance in all material respects with all material applicable Laws relating to labor and employment, including all such material Laws regarding employment practices, employment discrimination, terms and conditions of employment, mass layoffs and plant closings (including the Worker Adjustment and Retraining Notification Act of 1988 and any similar state or local Laws), immigration, meal and rest breaks, pay equity, workers' compensation, family and medical leave and all other employee leaves, recordkeeping, classification of employees and independent contractors, wages and hours, pay checks and pay stubs, employee seating, anti-harassment and anti-retaliation (including all such Laws relating to the prompt and thorough investigation and remediation of any complaints) and occupational safety and health requirements. Each employee of the Company and each Company Subsidiary and any other individual who has provided services with respect to the Company or any Company Subsidiary has been paid (and as of the Acquisition Closing will have been paid) all material wages, bonuses, compensation and other sums owed and due to such individual as of such date.

Section 4.12 Real Property; Title to Assets.

(a) Neither the Company nor any Company Subsidiary owns real property nor is a party to or bound by or subject to any agreement, contract, commitment or any option to purchase any real or immovable property.

(b) Section 4.12(b) of the Company Disclosure Schedule lists as of the date of this Agreement the street address of each parcel of Leased Real Property in respect of which the Company or any Company Subsidiary is required to make payments in excess of $5,000 per month, and sets forth a list, as of the date of this Agreement, of each lease, sublease, and license pursuant to which the Company or any Company Subsidiary leases, subleases or licenses any real property and pursuant to which the Company or any Company Subsidiary is required to make payments in excess of $5,000 per month (each, a "**Lease**"), with the name of the lessor and the date of the Lease in connection therewith and each material amendment to any of the foregoing (collectively, the "**Lease Documents**"). True, correct and complete copies of all Lease Documents have been made available to SPAC. There are no leases, subleases, sublicenses, concessions or other contracts granting to any person other than the Company or Company Subsidiaries the right to use or occupy any Leased Real Property, and except as would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect, all such Leases are in full force and effect, are valid, legal, binding and enforceable in accordance with their respective terms, subject to the Remedies Exceptions, and there is not, under any of such Leases, any existing default or event of default (or event which, with notice or lapse of time, or both, would constitute a default) by the Company or any Company Subsidiary or, to the Company's knowledge, by the other party to such Leases.

(c) Other than due to any actions taken due to any COVID-19 Measures, there are no contractual or legal restrictions that preclude or restrict the ability of the Company or any Company Subsidiary to use any Leased Real Property by such party for the purposes for which it is currently being used, except as would not, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. There are no latent defects or adverse physical conditions affecting the Leased Real Property, and improvements thereon, other than those that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(d) Each of the Company and the Company Subsidiaries has legal and valid title to, or, in the case of Leased Real Property and assets, valid leasehold or subleasehold interests in, all of its properties and assets, tangible and intangible, real, personal and mixed, used or held for use in its business, free and clear of all Liens other than Permitted Liens, except as would not reasonably be expected to be, individually or in the aggregate, material to the Company and the Company Subsidiaries, taken as a whole.

Section 4.13 Intellectual Property.

(a) Section 4.13 of the Company Disclosure Schedule contains, as of the date of this Agreement, a true, correct and complete list of all: (i) Registered Intellectual Property constituting Company-Owned IP (showing in each, as applicable, the filing date, date of issuance, expiration date and registration or application number, and registrar), (ii) all contracts or agreements to use any Company-Licensed IP, including for the Software or Business Systems of any other person (other than (A) agreements for unmodified, commercially available, "off-the-shelf" Software, (B) commercially available service agreements to Business Systems, (C) agreements with employees or contractors of the Company that contain customary licenses related to use "background IP" or "pre-existing IP" incorporated by such employees or contractors into work product developed for the Company, (D) non-exclusive licenses granted to the Company by customers or distributors in the ordinary course of business, or (E) feedback and similar licenses that are not material to the business); and (iii) any Software or Business Systems constituting Company-Owned IP that are material to the business of the Company or any Company Subsidiary as currently conducted or as contemplated to be conducted as of the date hereof. The Company IP is sufficient in all material respects for the conduct of the business of the Company and the Company Subsidiaries as currently conducted.

(b) The Company or one of the Company Subsidiaries solely owns and possesses, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to the Company-Owned IP and has the right to use pursuant to a valid and enforceable written contract or license, all Company-Licensed IP (*provided*, *however*, that the foregoing shall not be interpreted to be a representation regarding non-infringement). All Registered Intellectual Property constituting Company-Owned IP is subsisting, valid and enforceable.

(c) The Company and each of its applicable Company Subsidiaries have taken and take reasonable actions to maintain, protect and enforce Company-Owned IP rights, including the secrecy, confidentiality and value of its trade secrets and other Confidential Information of the Company or any Company Subsidiary. To the knowledge of the Company, neither the Company nor any Company Subsidiary has disclosed any trade secrets or other material Confidential Information that relates to the Products or is otherwise material to the business of the Company and any applicable Company Subsidiaries to any other person other than (i) pursuant to a written confidentiality agreement under which such other person agrees to maintain the confidentiality and protect such Confidential Information or (ii) intentionally in the ordinary course of business, through marketing materials made available by the Company or a Company Subsidiary, which such marketing materials do not contain trade secrets of the Company or any Company Subsidiary or any other sensitive or proprietary information of the Company or any Company Subsidiary.

(d) Except as set forth in Section 4.13(d) of the Company Disclosure Schedule, (i) Since January 1, 2018, there have been no claims filed and served, against the Company or any Company Subsidiary in any forum, by any person (A) contesting the validity, use, ownership, enforceability, patentability or registrability of any of the Company-Owned IP (other than office actions received from the US Patent and Trademark Office and its foreign counterparts in the course of registering any Company-Owned IP), or (B) alleging any infringement, misappropriation of, or other violation by the Company or any Company Subsidiary of, any Intellectual Property rights of other persons (including any unsolicited demands or offers to license any Intellectual Property rights from any other person); (ii) to the Company's knowledge, the operation of the business of the Company and the Company Subsidiaries (including the Products) has not and does not infringe, misappropriate or violate such Intellectual Property of other persons; (iii) to the Company's knowledge, no other person has infringed, misappropriated or violated any of the Company-Owned IP; (iv) neither the Company nor any of the Company Subsidiaries have sent any notice to or asserted or threatened in writing any action or claim against any person involving or relating to any Company-Owned IP, other than any such actions, claims or matters that have been resolved; (v) no Company nor any Company Subsidiary is a party to or otherwise bound by any settlement or consent agreement, covenant not to sue, non-assertion assurance, release, or other contract related to the Company's or any Company Subsidiary's rights to own, use, make, transfer, encumber, assign, license, distribute, convey, sell, or otherwise exploit the Company IP; and (vi) since January 1, 2018, neither the Company nor any of the Company Subsidiaries has received written notice of any of the foregoing or received any formal written opinion of counsel regarding the foregoing.

(e) Except as would not be material to the Company or any of the Company Subsidiaries, taken as a whole, all persons who have contributed, developed or conceived any material Company-Owned IP have executed valid and enforceable written agreements with the Company or one of the Company Subsidiaries substantially in the form(s) made available to Merger Sub or SPAC and pursuant to which such persons presently assigned to the Company or the applicable Company Subsidiary all of their entire right, title, and interest in and to any Intellectual Property created, conceived or otherwise developed by such person in the course of and related to his, her or its relationship with the Company or the applicable Company Subsidiary, without further consideration or any restrictions or obligations whatsoever, including on the use or other disposition or ownership of such Intellectual Property.

(f) The Company and Company Subsidiaries do not use and have not used any Open Source Software in a manner that would obligate the Company to license or provide the source code to any of the Software constituting Company-Owned IP ("**Company Source Code**") for any purpose, or to make available for redistribution to any person the source code to any of the Software constituting Company-Owned IP at no or minimum charge.

(g) Except as would not be material to the Company or any of the Company Subsidiaries, taken as a whole, the Company and the Company Subsidiaries maintain commercially reasonable disaster recovery, business continuity and risk assessment plans, procedures and facilities, including by implementing systems and procedures designed to (i) provide continuous monitoring and alerting of any problems or issues with the Business Systems owned by the Company and the Company Subsidiaries, and (ii) monitor network traffic for threats and scan and assess vulnerabilities in the Business Systems owned by the Company and the Company Subsidiaries. There has not been any material failure with respect to any of the Business Systems that has materially disrupted the business of the Company or has caused a widespread outage of the Products for any period of time.

(h) The Company and each of the Company Subsidiaries since January 1, 2018, have complied in all material respects with: (i) all Privacy/Data Security Laws applicable to the Company or a Company Subsidiary, (ii) any applicable external privacy policies of the Company and/or the Company Subsidiary, respectively, concerning the collection, dissemination, storage, Processing or use of Personal Information, including any privacy policies or disclosures posted to websites or other media maintained or published by the Company or a Company Subsidiary, (iii) all contractual commitments that the Company or any Company Subsidiary has entered into with respect to privacy and/or data security, and (iv) PCI DSS; and (v) all advertising and marketing materials regarding information privacy, protection or security or handling of Personal Information (collectively, the "**Data Security Requirements**"). None of the disclosures or statements made by the Company or the Company Subsidiaries regarding the collection, use, Processing, storage, transfer or security of Personal Information has been inaccurate, misleading or deceptive. The Company does not sell Personal Information (as contemplated by the CCPA). The Company's and the Company Subsidiaries' employees receive reasonable training on information security issues to the extent required by Privacy/Data Security Laws. The Company and the Company Subsidiaries have commercially reasonable administrative, technical and physical safeguards to protect the confidentiality, privacy and security of Personal Information. To the Company's knowledge, there are no Disabling Devices in any of the Business Systems or Product components. Since January 1, 2018 to the date hereof, neither the Company nor any of the Company Subsidiaries has (x) experienced any material data security breaches, material unauthorized access or use of any of the Business Systems, or unauthorized acquisition, destruction, damage, disclosure, loss, corruption or alteration of any Business Data or Personal Information or (y) received written notice of any audits, proceedings or investigations by any Governmental Authority, or received any written claims or complaints regarding the collection, dissemination, storage, use, or other processing of Personal Information, or the violation of any applicable Data Security Requirements. Neither the Company nor any of the Company Subsidiaries has provided or, to the Company's knowledge, been legally required to provide any notice to data owners in connection with any unauthorized access, use or disclosure or other processing of Personal Information.

(i) The Company and/or one of the Company Subsidiaries (i) exclusively owns and possesses all right, title and interest in and to the Business Data constituting Company-Owned IP free and clear of any restrictions other than those imposed by applicable Privacy/Data Security Laws, and (ii) with respect to Business Data that does not constitute Company-Owned IP, has the right to use, exploit, publish, reproduce, distribute, license, sell, and create derivative works of such Business Data, in whole or in part, in the manner in which the Company and the Company Subsidiaries receive and use such Business Data prior to the Acquisition Closing Date. The Company and the Company Subsidiaries are not subject to any contractual requirements, privacy policies, or other legal obligations, including based on the Transactions, that would prohibit the Domesticated SPAC, the Surviving Subsidiary Corporation or such Company Subsidiaries, as applicable, from receiving or using Personal Information or other Business Data after the Acquisition Closing Date, in the same manner in which the Company or such Company Subsidiaries receive and use such Personal Information and other Business Data prior to the Acquisition Closing Date.

(j) Neither the Company nor any Company Subsidiary is, nor has it ever been, a member or promoter of, or a contributor to, any industry standards body or similar standard setting organization that could require or obligate the Company or any Company Subsidiary to grant or offer to any other person any license or right to any Company-Owned IP.

(k) None of the Company, any Company Subsidiaries, or, to the Company's knowledge, any other party acting on behalf of the Company or the Company Subsidiaries has disclosed or delivered to any third party, or permitted the disclosure or delivery by any escrow agent or other party of, any Company Source Code. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, require the disclosure or delivery by the Company, any Company Subsidiaries or any other party acting on behalf of Company or Company Subsidiaries to any third party of any Company Source Code. Neither the execution of the Transaction Documents nor the consummation of any of the Transactions, in and of itself, would reasonably be expected to result in the release of any Company Source Code from escrow.

Section 4.14 Taxes.

(a) The Company and the Company Subsidiaries: (i) have duly filed (taking into account any extension of time within which to file) all material Tax Returns they are required to file as of the date hereof and all such filed Tax Returns are complete and accurate in all material respects; (ii) have paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that they are otherwise obligated to pay, regardless of whether shown on a Tax Return, except with respect to current period Taxes that are not yet due and payable or otherwise being contested in good faith and for which adequate reserves in accordance with GAAP have been established in the Financial Statements, and no material penalties or charges are due with respect to the late filing of any Tax Return required to be filed by or with respect to them; (iii) with respect to all material Tax Returns filed by or with respect to them, have not waived any statute of limitations with respect to the assessment of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which such waiver or extension remains in effect; and (iv) do not have any deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of a material amount of Taxes or material Tax matters pending, asserted or proposed or threatened in writing.

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

(c) Neither the Company nor any Company Subsidiary will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Acquisition Closing Date as a result of any: (i) adjustment under Section 481(a) or Section 482 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) by reason of a change in method of accounting or otherwise prior to the Acquisition Closing; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed prior to the Acquisition Closing; (iii) installment sale or open transaction disposition made prior to the Acquisition Closing; (iv) intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax law) entered into or created prior to the Acquisition Closing; (v) prepaid amount received or deferred revenue recognized prior to the Acquisition Closing outside the ordinary course of business; (vi) use of an improper method of accounting for a Tax period on or prior to the Acquisition Closing Date; or (vii) the application of Section 965 of the Code (including as a result of any election under Section 965(h) of the Code).

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

(e) Neither the Company nor any Company Subsidiary has been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or non-U.S. income Tax Return (other than a group of which the Company is the common parent or of which the Company and the Company Subsidiaries are the only members).

(f) Neither the Company nor any Company Subsidiary has any material liability for the Taxes of any person (other than the Company or any Company Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, by contract or otherwise (other than, in each case, liabilities for Taxes pursuant to an agreement, contract, arrangement or commitment entered into in the ordinary course of business and the primary purpose of which does not relate to Taxes).

(g) Neither the Company nor any Company Subsidiary has (i) any request for a material ruling in respect of Taxes pending between the Company or any Company Subsidiary, on the one hand, and any Tax authority, on the other hand or (ii) entered into any closing agreements as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law), private letter rulings, technical advice memoranda or similar agreements with a Taxing authority in respect of material Taxes, in each case, that will be in effect after the Acquisition Closing.

(h) Neither the Company nor any Company Subsidiary has been either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying or intended to qualify for Tax-free treatment, in whole or in part, under Section 355 of the Code in the two years prior to the date of this Agreement.

(i) Neither the Company nor any Company Subsidiary has engaged in or entered into a "listed transaction" within the meaning of Section 6707A of the Code and Treasury Regulation Section 1.6011-4 (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) or any transaction substantially similar thereto.

(j) Neither the IRS nor any other U.S. or non-U.S. taxing authority or agency has asserted or, to the knowledge of the Company or any Company Subsidiary, has threatened to assert against the Company or any Company Subsidiary any deficiency or claim for material Taxes.

(k) There are no Tax liens upon any assets of the Company or any of the Company Subsidiaries except for Permitted Liens.

(l) Neither the Company nor any Company Subsidiary has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(m) Neither the Company nor any Company Subsidiary has received notice from a non-United States Tax authority that it has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(n) Neither the Company nor any Company Subsidiary has received written notice of any claim from a Tax authority in a jurisdiction in which the Company or such Company Subsidiary does not file Tax Returns stating that the Company or such Company Subsidiary is or may be subject to material Taxes in such jurisdiction.

(o) Section 4.14(o) of the Company Disclosure Schedule sets forth with respect to each Company Subsidiary, (A) the country in which it is organized and (B) its Tax classification for U.S. federal income Tax purposes.

(p) Each of the Company and the Company Subsidiaries is Tax resident only in the United States.

(q) As of the date hereof, to the knowledge of the Company, there are no current facts or circumstances that could reasonably be expected to prevent or impede (i) the Domestication from qualifying as a "reorganization" within the meaning of 368(a)(1)(F) of the Code or (ii) the Acquisition Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Neither the Company nor any Company Subsidiary has taken any action, or has any current plan, intention or obligation to take any action, that could reasonably be expected to prevent or impede (i) the Domestication from qualifying as a "reorganization" within the meaning of 368(a)(1)(F) of the Code or (ii) the Acquisition Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 4.15 **Environmental Matters**. (a) Neither the Company nor any of the Company Subsidiaries has violated since January 1, 2018, nor are any of them in violation of, applicable Environmental Law, including all material registration, recordkeeping, and other obligations required to generate, hold, trade, and sell Environmental Attributes; (b) to the Company's knowledge, none of the properties currently or formerly owned, leased or operated by the Company or any Company Subsidiary (including soils and surface and ground waters) is contaminated with any Hazardous Substance which requires reporting, investigation, remediation, monitoring or other response action by the Company or any Company Subsidiary pursuant to applicable Environmental Laws, or which could give rise to a liability of the Company or any Company Subsidiary pursuant to Environmental Laws; (c) to the Company's knowledge, none of the Company or any of the Company Subsidiaries is actually, potentially or allegedly liable pursuant to applicable Environmental Laws for any off-site contamination by Hazardous Substances; (d) each of the Company and each Company Subsidiary has all material permits, licenses and other authorizations required of the Company and under applicable Environmental Law ("**Environmental Permits**"); (e) each of the Company and each Company Subsidiary, and their Products, are in compliance with Environmental Laws and Environmental Permits; and (f) neither the Company nor any Company Subsidiary is the subject of any pending or threatened Action alleging any violation or, or liability under, Environmental Laws, except in each case of the foregoing as would not reasonably be expected to be, individually or in the aggregate, material to the Company and the Company Subsidiaries. The Company has provided all environmental site assessments, reports, studies or other evaluations in its possession or reasonable control relating to any properties currently or formerly owned, leased or operated by the Company or any Company Subsidiary.

Section 4.16 Material Contracts.

(a) Section 4.16(a) of the Company Disclosure Schedule contains a true and complete list, as of the date of this Agreement, of each of the following types of contracts and agreements (whether written or oral) to which the Company or any Company Subsidiary is a party or bound and as are in effect as of the date of this Agreement (such contracts and agreements as are required to be set forth in Section 4.16(a) of the Company Disclosure Schedule, excluding any Plan listed in Section 4.10(a) of the Company Disclosure Schedule, being the "**Material Contracts**"):

(i) all contracts and agreements with consideration paid or payable to the Company or any of the Company Subsidiaries of more than $250,000, in the aggregate, over any 12-month period;

(ii) all contracts and agreements with Suppliers to the Company or any Company Subsidiary, including those relating to the design, development, manufacture or sale of Products of the Company or any Company Subsidiary, for expenditures paid or payable by the Company or any Company Subsidiary of more than $250,000, in the aggregate, over any 12-month period;

(iii) all management contracts (excluding contracts for employment) and contracts with other consultants, in each case, with compensation paid or payable by the Company or any Company Subsidiary of more than $250,000, in the aggregate, over any 12-month period;

(iv) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising contracts and agreements to which the Company or any Company Subsidiary is a party that provide for payments by the Company or any Company Subsidiary or to the Company or any Company Subsidiary in excess of $250,000, in the aggregate, over any 12-month period;

(v) all contracts or agreements involving the payment of royalties or other amounts calculated based upon the revenues or income of the Company or any Company Subsidiary or income or revenues related to any Product of the Company or any Company Subsidiary to which the Company or any Company Subsidiary is a party;

(vi) all contracts and agreements evidencing indebtedness for borrowed money and any pledge agreements, security agreements or other collateral agreements in which the Company or any Company Subsidiary granted to any person a security interest in or Lien on any of the property or assets of the Company or any Company Subsidiary, and all agreements or instruments guarantying the debts or other obligations of any person, in each case, in an amount greater than $250,000;

(vii) all partnership, joint venture or similar agreements (excluding any partnership agreement or similar agreement of any wholly-owned Company Subsidiary);

(viii) all contracts and agreements with any Governmental Authority to which the Company or any Company Subsidiary is a party that involve payments by the Company or any Company Subsidiaries in excess of $125,000, in the aggregate, over any 12-month period;

(ix) all contracts and agreements that materially limit, or purport to materially limit, the ability of the Company or any Company Subsidiary to compete in any line of business or with any person or entity or in any geographic area or during any period of time, excluding customary confidentiality agreements and agreements that contain customary confidentiality clauses;

(x) all material contracts or arrangements that result in any person or entity holding a power of attorney from the Company or any Company Subsidiary that relates to the Company, any Company Subsidiary or their respective business;

(xi) all contracts and agreements relating to the purchase of engineering or design services that involve more than $250,000, other than those contracts and agreements under which no further services are due;

(xii) all leases or master leases of personal property reasonably likely to result in annual payments of $250,000 or more in a 12-month period;

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

(xiv) all contracts which involve the license or grant of rights by the Company or any Company Subsidiary to a third party of material Company-Owned IP other than (A) agreements with contractors of the Company or any Company Subsidiary to use Company-Owned IP to the extent necessary for such contractor's performance of services for the Company or any Company Subsidiary, (B) non-exclusive licenses granted to Company's customers in the ordinary course, (C) non-disclosure agreements entered into in the ordinary course or (D) non-exclusive licenses that are merely incidental to the transaction contemplated in such license, including contracts that include an incidental license to use the trademarks of the Company for marketing or advertising purposes;

(xv) all contracts or agreements under which the Company or any Company Subsidiary has agreed to purchase goods or services from a vendor, Supplier or other person on a preferred supplier or "most favored supplier" basis;

(xvi) all agreements for the development of material Company-Owned IP that is embodied in or distributed with a Product or otherwise material Company-Owned IP for the benefit of the Company (other than employee invention assignment and confidentiality agreements and consulting agreements entered into on the Company's standard forms of such agreements made available to SPAC);

(xvii) all contracts and agreements that relate to the direct or indirect acquisition or the disposition of any securities or business (whether by merger, sale of stock, sale of assets or otherwise) in each case, involving payments of $250,000 or more, other than contracts and agreements in which the applicable acquisition or disposition has been consummated and there are no material obligations ongoing;

(xviii) all contracts and agreements relating to a Company Interested Party Transaction;

(xix) all contracts and agreements involving any resolution or settlement of any actual or threatened Action or other dispute which require payment in excess of $250,000 or impose continuing obligations on the Company or any Company Subsidiary, including injunctive or other non-monetary relief;

(xx) all contracts that govern the basic relationship between each Insurer and CPI (each such contract between an Insurer and CPI, a "**Producer Contract**"); and

(xxi) all contracts and agreements of CPI that provide for payment of any commissions, referral fees, marketing fees, profit commission, sharing or splitting any of the foregoing.

(b) (i) each Material Contract is a legal, valid and binding obligation of the Company or any Company Subsidiary (as applicable) and, to the knowledge of the Company, the other parties thereto, subject to the Remedies Exceptions, and neither the Company nor any Company Subsidiary is in breach or violation of, or default under, any Material Contract nor has any Material Contract been canceled by the other party; (ii) to the Company's knowledge, no other party is in breach or violation of, or default under, any Material Contract; and (iii) during the last twelve (12) months, neither the Company nor any Company Subsidiary has received any notice or claim of any such breach, violation or default under any such Material Contract, in each case of the foregoing except for any such conflicts, breaches, defaults or other occurrences which would not be expected to be material to the Company and the Company Subsidiaries, taken as a whole. The Company has made available to SPAC true and complete copies of all Material Contracts, including any amendments thereto that are material in nature.

Section 4.17 Insurance.

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

(b) Except as would not be material to the Company or any of the Company Subsidiaries, taken as a whole, with respect to each material insurance policy: (i) the policy is legal, valid, binding and enforceable in accordance with its terms (subject to the Remedies Exceptions) and, except for policies that have expired under their terms in the ordinary course, is in full force and effect; (ii) neither the Company nor any Company Subsidiary is in breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice), and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination or modification, under the policy, nor has there been any failure to give notice of or present any claim under such policies in a due and timely fashion; (iii) to the knowledge of the Company, no insurer on the policy has been declared insolvent or placed in receivership, conservatorship or liquidation; (iv) all deductible or self-insured retention amounts, as applicable, are commercially reasonable and (v) neither the Company nor any of the Company Subsidiaries has received any disclaimer of coverage other than reservation rights notices received in the ordinary course of business; (vi) no carrier has provided written notice of any material claim, notice of circumstance, refusal of any coverage, limitation in coverage or rejection of any material claim, insurance carrier litigation or dispute pending in connection with such policy; and (vii) there is no written threatened termination or invalidation of such policy.

(c) The Company and the Company Subsidiaries maintain, and have maintained, insurance policies and coverage in such amounts and against such risk (i) as is reasonable and customary, (ii) as is sufficient for compliance with all contracts to which the Company or any Company Subsidiary is a party or by which it is bound, (iii) as is sufficient for compliance with all applicable Laws, and (iv) as is sufficient to cover the expected liabilities of the Company and the Company Subsidiaries.

Section 4.18 **Board Approval; Vote Required**. The Company Board, by resolutions duly adopted by unanimous vote of those voting at a meeting duly called and held and not subsequently rescinded or modified in any way, or by unanimous written consent, has duly (i) determined that this Agreement and the Transactions (including the Merger Steps) are fair to, and in the best interests of, the Company and its stockholders, (ii) approved and adopted this Agreement and the Transactions (including the Merger Steps) and declared their advisability, and (iii) recommended that the stockholders of the Company approve and adopt this Agreement and approve the Transactions (including the Merger Steps) and directed that this Agreement and the Transactions (including the Merger Steps) be submitted for consideration by the Company's stockholders. The Requisite Company Stockholder Approval is the only vote of the holders of any class or series of capital stock or other securities of the Company necessary to adopt this Agreement and approve the Transactions. The Written Consent, if executed and delivered, would qualify as the Requisite Company Stockholder Approval and no additional approval or vote from any holders of any class or series of capital stock of the Company would then be necessary to adopt this Agreement and approve the Transactions.

Section 4.19 **Certain Business Practices**.

(a) Since January 1, 2017, none of the Company, any Company Subsidiary, any of their respective directors or officers, or to the Company's knowledge, employees or agents, has: (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of any applicable Anti-Corruption Law; or (iii) made any payment in the nature of criminal bribery.

(b) Since January 1, 2017, none of the Company, any Company Subsidiary, any of their respective directors or officers, or to the Company's knowledge, employees or agents (i) is or has been a Sanctioned Person; (ii) has transacted business with or for the benefit of any Sanctioned Person or has otherwise violated applicable Sanctions; or (iii) has violated any Ex-Im Laws.

(c) There are no, and since January 1, 2017, there have not been, any internal or external investigations, audits, actions or proceedings pending, or any voluntary or involuntary disclosures made to a Governmental Authority, with respect to any apparent or suspected violation by the Company, any Company Subsidiary, or any of their respective officers, directors, employees, or agents with respect to any Anti-Corruption Laws, Sanctions, or Ex-Im Laws.

Section 4.20 Interested Party Transactions; Side Letter Agreements.

(a) Except for employment relationships and the payment of compensation, benefits and expense reimbursements and advances in the ordinary course of business, no director, officer or other affiliate of the Company or any Company Subsidiary, to the Company's knowledge, has or has had, directly or indirectly: (i) a beneficial interest in any contract or agreement disclosed in Section 4.16(a) of the Company Disclosure Schedule; or (ii) any contractual or other arrangement with the Company or any Company Subsidiary, other than customary indemnity arrangements (each, a "**Company Interested Party Transaction**"). The Company and the Company Subsidiaries have not, since January 1, 2018, (x) extended or maintained credit, arranged for the extension of credit or renewed an extension of credit in the form of a personal loan to or for any director or executive officer (or equivalent thereof) of the Company, or (y) materially modified any term of any such extension or maintenance of credit. There are no contracts or arrangements between the Company or any of the Company Subsidiaries and any family member of any director, officer or other affiliate of the Company or any of the Company Subsidiaries.

(b) Section 4.20(b) of the Company Disclosure Schedule sets forth a true and complete list of all transactions, contracts, side letters, arrangements or understandings between the Company or any Company Subsidiary, on the one hand, and any other person, on the other hand, which grant or purport to grant any board observer or management rights (collectively, the "**Side Letter Agreements**").

(c) Effective as of the Acquisition Closing, the Company Voting Agreement, the Investors' Rights Agreement, the Right of First Refusal and Co-Sale Agreement and, except as set forth in Section 4.20(c) of the Company Disclosure Schedule, each Side Letter Agreement shall terminate pursuant to its terms and shall be of no further force or effect.

Section 4.21 Paycheck Protection Program. Except for the PPP Loan and the EIDL, neither the Company nor any Company Subsidiary has received any payment or incurred any liability pursuant to, arising out of or otherwise in connection with the CARES Act or any other government-sponsored relief program relating to COVID-19. A true, correct and complete copy of the PPP Loan Application and CPI's application for the EIDL have been made available by the Company to SPAC prior to the date of this Agreement. The PPP Loan Application and CPI's application for the EIDL (a) were authorized by the Company or the applicable Company Subsidiary in accordance with its Certificate of Incorporation and bylaws, (b) were completed and submitted by the Company or the applicable Company Subsidiary in good faith, (c) were correct and complete in all material respects, (d) presented fairly the financial position and results of operations of the Company as set forth therein, (e) were derived from the information set forth in the books and records of the Company or the applicable Company Subsidiary and (f) complied with the CARES Act and applicable Law. The Company's use of the proceeds of the PPP Loan complied with the CARES Act and applicable Law in all material respects, as reasonably interpreted by the Company at the time of such use. CPI's use of the proceeds of the EIDL complied with the CARES Act and applicable Law in all material respects, as reasonably interpreted by CPI at the time of such use. To the Company's knowledge, the Company was eligible to receive the PPP Loan and CPI was eligible to receive the EIDL under the requirements of the CARES Act and as otherwise provided by applicable Law. The PPP Forgiveness Application materials and supporting documentation with respect to the PPP Loan delivered by the Company to the PPP Lender were true and correct in all material respects. As of the date of this Agreement, the EIDL has been repaid in full.

Section 4.22 Insurance Company Matters.

(a) Section 4.22(a) of the Company Disclosure Schedule sets forth each insurance company (an "**Insurer**") with which CPI has placed any business during the four-month period beginning August 1, 2021 and ended November 30, 2021, showing the name of each such Insurer and the total compensation owed to CPI by such Insurer. There are no outstanding disputes between CPI and any Insurer with respect to the business of CPI.

(b) Each Producer Contract has been approved by each applicable Governmental Authority or filed with and not objected to by such Governmental Authority within the period provided by applicable Law for objection.

Section 4.23 **Exchange Act**. Neither the Company nor any Company Subsidiary is currently (nor has it previously been) subject to the requirements of Section 12 of the Exchange Act.

Section 4.24 **Brokers**. Except for Oppenheimer & Co. Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company. The Company has provided SPAC with a true and complete copy of all contracts, agreements and arrangements including its engagement letter, between the Company and Oppenheimer & Co. Inc., other than those that have expired or terminated and as to which no further services are contemplated thereunder to be provided in the future.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SPAC AND MERGER SUB

Except as set forth in the SPAC SEC Reports or SPAC's disclosure schedule delivered by SPAC in connection with this Agreement (the "**SPAC Disclosure Schedule**") (*provided* that each section of the SPAC Disclosure Schedule qualifies the correspondingly numbered representation or warranty specified therein and any such other representations, warranties or covenants where its applicability to, relevance as an exception to, or disclosure for purposes of, such other representation, warranty or covenant is reasonably apparent on the face of such disclosure and to the extent the qualifying nature of such disclosure is readily apparent from the content of such SPAC SEC Reports, but excluding disclosures referred to in "Forward-Looking Statements," "Risk Factors" and any other disclosures therein to the extent they are of a predictive or cautionary nature or related to forward-looking statements) (it being acknowledged that nothing disclosed in such a SPAC SEC Report will be deemed to modify or qualify the representations and warranties set forth in Section 5.01 (Corporate Organization), Section 5.03 (Capitalization) and Section 5.04 (Authority Relative to This Agreement)) and assuming the truth and correctness of the representations and warranties of the Company set forth in Article IV, SPAC hereby represents and warrants to the Company as follows:

Section 5.01 **Corporate Organization**.

(a) Except to the extent expressly contemplated by the Transactions (including the Domestication), each of SPAC and Merger Sub is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Except to the extent expressly contemplated by the Transactions (including the Domestication), each of SPAC and Merger Sub is duly qualified or licensed as a foreign corporation or other organization to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except for such failures to be so qualified or licensed and in good standing that, individually or in the aggregate, have not had and would not reasonably be expected to have a SPAC Material Adverse Effect.

(b) Merger Sub is the only subsidiary of SPAC. Except for Merger Sub, SPAC does not directly or indirectly own any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any corporation, partnership, joint venture or business association or other person.

Section 5.02 **Organizational Documents**. As of the date hereof, each of SPAC and Merger Sub has furnished to the Company complete and correct copies of the SPAC Organizational Documents and the Merger Sub Organizational Documents. Except to the extent expressly contemplated by the Transactions (including the Domestication), the SPAC Organizational Documents and the Merger Sub Organizational Documents are in full force and effect. Neither SPAC nor Merger Sub is in violation of any of the provisions of the SPAC Organizational Documents and the Merger Sub Organizational Documents.

Section 5.03 **Capitalization**.

(a) As of the date of this Agreement, the authorized share capital of SPAC consists of (i) 110,000,000 SPAC Ordinary Shares and (ii) 1,000,000 preference shares, par value $0.0001 per share ("**SPAC Preferred Stock**"). As of the date of this Agreement (iii) 15,687,500 SPAC Ordinary Shares are issued and outstanding, all of which are validly issued, fully paid and non-assessable and not subject to any preemptive rights, (iv) no SPAC Ordinary Shares are held in the treasury of SPAC, (v) 16,738,636 SPAC Warrants are issued and outstanding, and (vi) 16,738,636 SPAC Ordinary Shares are reserved for future issuance pursuant to the SPAC Warrants. As of the date of this Agreement, there are no shares of SPAC Preferred Stock issued and outstanding. Prior to the Domestication, each SPAC Warrant is exercisable for one SPAC Ordinary Share at an exercise price of $11.50, subject to the terms of such SPAC Warrant and the SPAC Warrant Agreement.

(b) As of the date of this Agreement, the authorized capital stock of Merger Sub consists of 1,000 shares of common stock, par value $0.0001 per share (the "**Merger Sub Common Stock**"). As of the date hereof, 1,000 shares of Merger Sub Common Stock are issued and outstanding. All outstanding shares of Merger Sub Common Stock have been duly authorized, validly issued, fully paid and are non-assessable and are not subject to preemptive rights, and are held by SPAC free and clear of all Liens, other than transfer restrictions under applicable securities laws and the Merger Sub Organizational Documents.

(c) All outstanding SPAC Units, SPAC Ordinary Shares and SPAC Warrants have been issued and granted in compliance in all material respects with all applicable securities laws and other applicable Laws.

(d) Except for the Subscription Agreements, the Commitment Papers, this Agreement and the SPAC Warrants, SPAC has not issued any options, warrants, preemptive rights, calls, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of SPAC or obligating SPAC to issue or sell any shares of capital stock of, or other equity interests in, SPAC. All shares of Domesticated SPAC Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable. Neither SPAC nor any subsidiary of SPAC is a party to, or otherwise bound by, and neither SPAC nor any subsidiary of SPAC has granted, any equity appreciation rights, participations, phantom equity or similar rights. Except for the Letter Agreement and the SPAC Founders Stock Letter, SPAC is not a party to any voting trusts, voting agreements, proxies, shareholder agreements or other agreements with respect to the voting or transfer of SPAC Ordinary Shares (or, following the Domestication, shares of Domesticated SPAC Common Stock) or any of the equity interests or other securities of SPAC or any of its Subsidiaries. Except with respect to the Redemption Rights and the SPAC Warrants and pursuant to the SPAC Founders Stock Letter, there are no outstanding contractual obligations of SPAC to repurchase, redeem or otherwise acquire any SPAC Ordinary Shares (or, following the Domestication, shares of Domesticated SPAC Common Stock). There are no outstanding contractual obligations of SPAC to make any investment (in the form of a loan, capital contribution or otherwise) in, any person.

Section 5.04 **Authority Relative to This Agreement**. Each of SPAC and Merger Sub have all necessary corporate or company power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Transactions. The execution and delivery of this Agreement by each of SPAC and Merger Sub and the consummation by each of SPAC and Merger Sub of the Transactions have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of SPAC or Merger Sub are necessary to authorize this Agreement or to consummate the Transactions (other than (a) with respect to the Domestication, the approval of the holders of two thirds of the then-outstanding SPAC Ordinary Shares who, being entitled to so do, vote in person or by proxy at the SPAC Shareholders' Meeting and by the holders of a majority of the then outstanding shares of Merger Sub Common Stock, and the filing and recordation of appropriate merger documents as required by the DGCL and the Companies Act and (b) with respect to the other Transactions, the approval of the holders of a majority of the then-outstanding SPAC Ordinary Shares who, being entitled to so do, vote in person or by proxy at the SPAC Shareholders' Meeting). This Agreement has been duly and validly executed and delivered by SPAC and Merger Sub and constitutes a legal, valid and binding obligation of SPAC or Merger Sub, enforceable against SPAC or Merger Sub in accordance with its terms subject to the Remedies Exceptions. The SPAC Board has approved this Agreement and the Transactions, and such approvals are sufficient so that the restrictions on business combinations set forth in the SPAC Organizational Documents shall not apply to the Merger Steps, this Agreement, any Ancillary Agreement or any of the other Transactions.

Section 5.05 **No Conflict; Required Filings and Consents**.

(a) The execution and delivery of this Agreement by each of SPAC and Merger Sub do not, and the performance of this Agreement by each of SPAC and Merger Sub will not, (i) conflict with or violate the SPAC Organizational Documents or the Merger Sub Organizational Documents, (ii) assuming that all consents, approvals, authorizations, expiration or termination of waiting periods and other actions described in Section 5.05(b) have been obtained and all filings and obligations described in Section 5.05(b) have been made, conflict with or violate any Law applicable to each of SPAC or Merger Sub or by which any of their properties or assets are bound or affected, or (iii) result in any breach of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of each of SPAC or Merger Sub pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which each of SPAC or Merger Sub is a party or by which each of SPAC or Merger Sub or any of their properties or assets are bound or affected, except, with respect to clauses (ii) and (iii), for any such conflicts, violations, breaches, defaults or other occurrences which, individually or in the aggregate, have not had and would not reasonably be expected to have a SPAC Material Adverse Effect.

(b) The execution and delivery of this Agreement by each of SPAC and Merger Sub do not, and the performance of this Agreement by each of SPAC and Merger Sub will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any Governmental Authority, except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, Blue Sky Laws and state takeover laws, the pre-merger notification requirements of the HSR Act, and filing and recordation of appropriate merger documents as required by the DGCL and the Companies Act and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not, individually or in the aggregate, prevent or materially delay consummation of any of the Transactions or otherwise prevent SPAC or Merger Sub from performing its material obligations under this Agreement.

Section 5.06 **Compliance**. Neither SPAC nor Merger Sub is or has been in conflict with, or in default, breach or violation of, (a) any Law applicable to SPAC or Merger Sub or by which any property or asset of SPAC or Merger Sub is bound or affected, or (b) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which SPAC or Merger Sub is a party or by which SPAC or Merger Sub or any property or asset of SPAC or Merger Sub is bound, except, in each case, for any such conflicts, defaults, breaches or violations that, individually or in the aggregate, have not had and would not reasonably be expected to have a SPAC Material Adverse Effect. Each of SPAC and Merger Sub is in possession of all material franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals and orders of any Governmental Authority necessary for SPAC or Merger Sub to own, lease and operate its properties or to carry on its business as it is now being conducted.

Section 5.07 **SEC Filings; Financial Statements; Sarbanes-Oxley**.

(a) SPAC has filed all forms, reports, schedules, statements and other documents, including any exhibits thereto, required to be filed by it with the Securities and Exchange Commission (the "**SEC**") since August 30, 2021, together with any amendments, restatements or supplements thereto (collectively, the "**SPAC SEC Reports**"). SPAC has hereto furnished to the Company true and correct copies of all amendments and modifications that have not been filed by SPAC with the SEC to all agreements, documents and other instruments that previously had been filed by SPAC with the SEC and are currently in effect. As of their respective dates, the SPAC SEC Reports (i) complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, and the rules and regulations promulgated thereunder, and (ii) did not, at the time they were filed, or, if amended, as of the date of such amendment, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of any SPAC SEC Report that is a registration statement, or include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in the case of any other SPAC SEC Report.

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

(c) Except as and to the extent set forth in the SPAC SEC Reports, neither SPAC nor Merger Sub has any material liability or obligation of a nature (whether accrued, absolute, contingent or otherwise), except for liabilities and obligations arising in the ordinary course of SPAC's and Merger Sub's business.

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

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

(f) Neither SPAC (including, to the knowledge of SPAC, any employee thereof) nor SPAC's independent auditors has identified or been made aware of (i) any fraud that involves SPAC's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by SPAC or (ii) as of the date hereof, any claim or allegation regarding any of the foregoing.

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

(h) Notwithstanding anything to the contrary in this Section 5.07, no representation or warranty is made in this Agreement as to the accounting treatment of (i) the SPAC Warrants or (ii) the SPAC Ordinary Shares.

Section 5.08 Business Activities; Absence of Certain Changes or Events.

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

(b) Except for this Agreement and the Transactions, SPAC does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for this Agreement and the Transactions, SPAC has no interests, rights, obligations or liabilities with respect to, and is not party to, bound by or have its assets or property subject to, in each case whether directly or indirectly, any contract or transaction which is, or could reasonably be interpreted as constituting, a Business Combination.

(c) Since its organization, Merger Sub has not conducted any business activities other than activities directed toward the accomplishment of the Merger Steps. Except as set forth in the Merger Sub Organizational Documents, there is no agreement, commitment, or Governmental Order binding upon the Merger Sub or to which the Merger Sub is a party which has had or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Merger Sub or any acquisition of property by Merger Sub or the conduct of business by Merger Sub as currently conducted or as contemplated to be conducted as of the Acquisition Closing other than such effects, individually or in the aggregate, which have not had and would not reasonably be expected to have a SPAC Material Adverse Effect.

(d) Merger Sub does not own or has a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity.

(e) Merger Sub was formed solely for the purpose of effecting the Acquisition Merger and has no, and at all times prior to the Acquisition Merger Effective Time except as contemplated by this Agreement or the Ancillary Agreements, will have no, assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation and the Transactions.

(f) Since August 30, 2021 and on and prior to the date of this Agreement, except as expressly contemplated by this Agreement, (i) SPAC has conducted its business in all material respects in the ordinary course, other than due to any actions taken due to any COVID-19 Measures, (ii) SPAC has not sold, assigned, transferred, permitted to lapse, abandoned, or otherwise disposed of any right, title, or interest in or to any of its material assets, (iii) there has not been a SPAC Material Adverse Effect, and (iv) SPAC has not taken any action that, if taken after the date of this Agreement, would constitute a material breach of any of the covenants set forth in Section 6.02.

Section 5.09 **Absence of Litigation**. (a) As of the date of this Agreement, there is no Action pending or, to the knowledge of SPAC, threatened against SPAC, or any property or asset of SPAC, before any Governmental Authority, and (b) as of the Acquisition Closing, there is no Action pending or, to the knowledge of SPAC, threatened against SPAC, or any property or asset of SPAC, before any Governmental Authority that would reasonably be expected to have a SPAC Material Adverse Effect. Neither SPAC nor any material property or asset of SPAC is subject to any continuing order of, consent decree, settlement agreement or other similar written agreement with, or, to the knowledge of SPAC, continuing investigation by, any Governmental Authority.

Section 5.10 **Board Approval; Vote Required**.

(a) The SPAC Board has duly (i) determined that this Agreement and the Transactions (including the Merger Steps) are fair to and in the best interests of SPAC, (ii) approved and adopted this Agreement and the Transactions (including the Merger Steps and the Private Placements) and declared their advisability, (iii) recommended that the shareholders of SPAC approve and adopt this Agreement and approve the Transactions (including the Merger Steps and the Private Placements), and directed that this Agreement and the Transactions (including the Merger Steps and the Private Placements), be submitted for consideration by the shareholders of SPAC at the SPAC Shareholders' Meeting.

(b) The only vote of the holders of any class or series of share capital of SPAC necessary to approve the Domestication is the affirmative vote of the holders of two thirds of the outstanding SPAC Ordinary Shares who, being eligible to do so, attend and vote at the SPAC Shareholders' Meeting and to approve the other Transactions is the affirmative vote of the holders of a majority of the then-outstanding SPAC Ordinary Shares who, being entitled to so do, vote in person or by proxy at the SPAC Shareholders' Meeting.

(c) The Merger Sub Board has duly (i) determined that this Agreement and the Acquisition Merger are fair to, and in the best interests of, Merger Sub and its sole stockholder, (ii) approved and adopted this Agreement and the Transactions (including the Acquisition Merger) and declared their advisability, and (iii) recommended that the sole stockholder of Merger Sub approve and adopt this Agreement and approve the Transactions (including the Acquisition Merger) and directed that this Agreement and the Transactions (including the Acquisition Merger) be submitted for consideration by the sole stockholder of Merger Sub.

(d) The only votes of the holders of any class or series of capital stock or membership interests of Merger Sub that are necessary to approve this Agreement, the Acquisition Merger and the other Transactions are the affirmative vote of the holders of a majority of the outstanding shares of Merger Sub Common Stock.

Section 5.11 **Brokers**. Except for Chardan Capital Markets, LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of SPAC or Merger Sub. SPAC has provided the Company with a true and complete copy of all contracts, agreements and arrangements, including its engagement letters, with Chardan Capital Markets, LLC, other than those that have expired or terminated and as to which no further services are contemplated thereunder to be provided in the future.

Section 5.12 **SPAC Trust Fund**. As of the date of this Agreement, SPAC has no less than $125,000,000 in the trust fund established by SPAC for the benefit of its public shareholders (the "**Trust Fund**") (including, if applicable, an aggregate of approximately $4,375,000 of deferred underwriting discounts and commissions being held in the Trust Fund) maintained in a trust account at Wilmington Trust, National Association (the "**Trust Account**"). The monies of such Trust Account are invested in United States Government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended, and held in trust by Wilmington Trust, National Association (the "**Trustee**") pursuant to the Investment Management Trust Agreement, dated as of August 30, 2021, between SPAC and the Trustee (the "**Trust Agreement**"). The Trust Agreement has not been amended or modified and is valid and in full force and effect and is enforceable in accordance with its terms, subject to the Remedies Exceptions. SPAC has complied in all material respects with the terms of the Trust Agreement and is not in breach thereof or default thereunder and there does not exist any event which, with the giving of notice or the lapse of time, would constitute such a breach or default by SPAC or the Trustee. There are no separate contracts, agreements, side letters or other agreements or understandings (whether written or unwritten, express or implied): (i) between SPAC and the Trustee that would cause the description of the Trust Agreement in the SPAC SEC Reports to be inaccurate in any material respect; or (ii) that would entitle any person (other than shareholders of SPAC who shall have elected to redeem their Domesticated SPAC Common Stock pursuant to the SPAC Organizational Documents) to any portion of the proceeds in the Trust Account. Prior to the Acquisition Closing, none of the funds held in the Trust Account may be released except: (A) to pay income and franchise Taxes from any interest income earned in the Trust Account; and (B) upon the exercise of Redemption Rights in accordance with the provisions of the SPAC Organizational Documents. To SPAC's knowledge, as of the date of this Agreement, following the Acquisition Merger Effective Time, no shareholder of SPAC shall be entitled to receive any amount from the Trust Account except to the extent such shareholder is exercising its Redemption Rights. There are no Actions pending or, to the knowledge of SPAC, threatened in writing with respect to the Trust Account. Upon consummation of the Merger Steps and notice thereof to the Trustee pursuant to the Trust Agreement, SPAC shall cause the Trustee to, and the Trustee shall thereupon be obligated to, release to SPAC as promptly as practicable, the funds in the Trust Fund in accordance with the Trust Agreement at which point the Trust Account shall terminate; *provided, however*, that the liabilities and obligations of SPAC due and owing or incurred at or prior to the Acquisition Merger Effective Time shall be paid as and when due, including all amounts payable (i) to shareholders of SPAC who shall have exercised their Redemption Rights, (ii) with respect to filings, applications and/or other actions taken pursuant to this Agreement required under Law, (iii) to the Trustee for fees and costs incurred in accordance with the Trust Agreement, and (iv) to third parties (e.g., professionals, printers, etc.) who have rendered services to SPAC in connection with its efforts to effect the Merger Steps. As of the date hereof, SPAC has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to SPAC at the Acquisition Merger Effective Time.

Section 5.13 **Employees**. SPAC and Merger Sub each have no (and have not at any point had any) employees on their payroll, and have not retained any contractors, other than consultants and advisors in the ordinary course of business. Other than reimbursement of any out-of-pocket expenses incurred by SPAC's officers and directors in connection with activities on SPAC's behalf in an aggregate amount not in excess of the amount of cash held by SPAC outside of the Trust Account, SPAC has no unsatisfied material liability with respect to any officer or director. SPAC and Merger Sub have never and do not currently maintain, sponsor, or contribute to any Employee Benefit Plan. Neither the execution and delivery of this Agreement nor the consummation of the Transactions contemplated hereunder (either alone or upon the occurrence of any additional or subsequent events or the passage of time) will (i) cause any compensatory payment or benefit, including any retention, bonus, fee, distribution, remuneration, or other compensation payable to any Person who is or has been an employee of or independent contractor to SPAC (other than fees paid to consultants, advisors, placement agents or underwriters engaged by SPAC in connection with its initial public offering or this Agreement and the Transactions) to increase or become due to any such Person or (ii) result in forgiveness of indebtedness with respect to any employee of SPAC. The consummation of the Transactions contemplated hereby could not reasonably be expected to be the direct or indirect cause of any amount paid or payable by SPAC or Merger Sub to any employee, officer, director, or individual consultant or advisor of SPAC and/or Merger Sub being characterized as an "excess parachute payment" under Section 280G of the Code.

Section 5.14 Taxes.

(a) SPAC and Merger Sub: (i) have duly filed (taking into account any extension of time within which to file) all material Tax Returns they are required to file as of the date hereof and all such filed Tax Returns are complete and accurate in all material respects; (ii) have paid all Taxes that are shown as due on such filed Tax Returns and any other material Taxes that they are otherwise obligated to pay, regardless of whether shown on a Tax Return, except with respect to current period Taxes that are not yet due and payable or otherwise being contested in good faith and for which adequate reserves in accordance with GAAP have been established in the financial statements contained in the SPAC SEC Reports, and no material penalties or charges are due with respect to the late filing of any Tax Return required to be filed by or with respect to them; (iii) with respect to all material Tax Returns filed by or with respect to them, have not waived any statute of limitations with respect to the assessment of any Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency which such waiver or extension remains in effect; and (iv) do not have any deficiency, assessment, claim, audit, examination, investigation, litigation or other proceeding in respect of a material amount of Taxes or material Tax matters pending, asserted or proposed or threatened in writing.

(b) Neither SPAC nor Merger Sub is a party to, is bound by or has any obligation under any Tax sharing agreement, Tax indemnification agreement, Tax allocation agreement or similar contract or arrangement (including any agreement, contract or arrangement providing for the sharing or ceding of credits or losses) or has a potential liability or obligation to any person as a result of or pursuant to any such agreement, contract, arrangement or commitment, in each case, other than an agreement, contract, arrangement or commitment entered into in the ordinary course of business and the primary purpose of which does not relate to Taxes.

(c) Neither SPAC nor Merger Sub will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Acquisition Closing Date as a result of any: (i) adjustment under Section 481(a) or Section 482 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) by reason of a change in method of accounting or otherwise prior to the Acquisition Closing; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed prior to the Acquisition Closing; (iii) installment sale or open transaction disposition made prior to the Acquisition Closing; (iv) intercompany transaction or any excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax law) entered into or created prior to the Acquisition Closing; (v) prepaid amount received or deferred revenue recognized prior to the Acquisition Closing outside the ordinary course of business; (vi) use of an improper method of accounting for a Tax period on or prior to the Acquisition Closing Date; or (vii) the application of Section 965 of the Code (including as the result of any election under Section 965(h) of the Code).

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

(e) Neither SPAC nor Merger Sub has been a member of an affiliated group filing a consolidated, combined or unitary U.S. federal, state, local or non-U.S. income Tax Return (other than a group of which SPAC is the common parent).

(f) Neither SPAC nor Merger Sub has any material liability for the Taxes of any person (other than SPAC or Merger Sub) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, by contract or otherwise (other than, in each case, liabilities for Taxes pursuant to an agreement, contract, arrangement or commitment entered into in the ordinary course of business and the primary purpose of which does not relate to Taxes).

(g) Neither SPAC nor Merger Sub has (i) any request for a material ruling in respect of Taxes pending between SPAC or Merger Sub, on the one hand, and any Tax authority, on the other hand or (ii) entered into any closing agreements as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law), private letter rulings, technical advice memoranda or similar agreements with a Taxing authority in respect of material Taxes, in each case, that will be in effect after the Acquisition Closing.

(h) Neither SPAC nor Merger Sub has been either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A) of the Code) in a distribution of stock qualifying or intended to qualify for Tax-free treatment, in whole or in part, under Section 355 of the Code in the two years prior to the date of this Agreement.

(i) Neither SPAC nor Merger Sub has engaged in or entered into a "listed transaction" within the meaning of Section 6707A of the Code and Treasury Regulation Section 1.6011-4(b) or any corresponding or similar provision of state, local or non-U.S. income Tax Law) or any transaction substantially similar thereto.

(j) Neither the IRS nor any other U.S. or non-U.S. taxing authority or agency has asserted in writing or, to the knowledge of SPAC, has threatened to assert against SPAC or Merger Sub any deficiency or claim for material Taxes.

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

(l) Neither SPAC nor Merger Sub has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(m) Neither SPAC nor Merger Sub has received written notice from a non-United States Tax authority that it has a permanent establishment (within the meaning of any applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized.

(n) Neither SPAC nor Merger Sub has received written notice of any claim from a Tax authority in a jurisdiction in which SPAC or Merger Sub does not file Tax Returns stating that SPAC or Merger Sub (as applicable) is or may be subject to material Taxes in such jurisdiction.

(o) SPAC has no Subsidiaries (and has not had any Subsidiary) other than Merger Sub.

(p) Each of SPAC and Merger Sub is Tax resident only in its jurisdiction of formation.

(q) As of the date hereof, to the knowledge of SPAC, there are no current facts or circumstances that could reasonably be expected to prevent or impede (i) the Domestication from qualifying as a "reorganization" within the meaning of 368(a)(1)(F) of the Code or (ii) the Acquisition Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code. Neither SPAC, nor Merger Sub has taken any action, or has any current plan, intention or obligation to take any action, that could reasonably be expected to prevent or impede (i) the Domestication from qualifying as a "reorganization" within the meaning of 368(a)(1)(F) of the Code or (ii) the Acquisition Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

Section 5.15 **Registration and Listing**. As of the date hereof, the issued and outstanding SPAC Units are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "CHWAU," the issued and outstanding SPAC Ordinary Shares are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "CHWA," and the issued and outstanding SPAC Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "CHWAW." SPAC has complied in all material respects with the applicable listing and corporate governance rules and regulations of the Nasdaq Capital Market. As of the date hereof, there is no Action pending or, to the knowledge of SPAC, threatened in writing against SPAC by the Nasdaq Capital Market or the SEC with respect to any intention by such entity to deregister the SPAC Units, the SPAC Ordinary Shares or SPAC Warrants or terminate the listing of SPAC on the Nasdaq Capital Market. As of the date hereof, none of SPAC or any of its affiliates has taken any action in an attempt to terminate the registration of the SPAC Units, the SPAC Ordinary Shares or the SPAC Warrants under the Exchange Act.

Section 5.16 **Insurance**. Except for directors' and officers' liability insurance, SPAC does not maintain any insurance policies.

Section 5.17 **Intellectual Property**. Neither SPAC nor Merger Sub owns, licenses or otherwise has any right, title or interest in any material Intellectual Property. To the knowledge of SPAC, neither SPAC nor Merger Sub infringes, misappropriates or violates any Intellectual Property of any other Person.

Section 5.18 **Agreements; Contracts and Commitments**.

(a) Section 5.18(a) of the SPAC Disclosure Schedule sets forth a true, correct and complete list of each "material contract" (as such term is defined in Regulation S-K of the SEC) to which SPAC or Merger Sub is party, including contracts by and among SPAC or Merger Sub, on the one hand, and any director, officer, stockholder or affiliate of such parties (the "**SPAC Material Contracts**"), on the other hand, other than any such SPAC Material Contract that is listed as an exhibit to any SPAC SEC Report.

(b) Neither SPAC nor, to the knowledge of SPAC, any other party thereto, is in breach of or in default under, and no event has occurred which with notice or lapse of time or both would become a breach of or default under, any SPAC Material Contract.

Section 5.19 Title to Property. Neither SPAC nor Merger Sub owns or leases any real property or personal property. There are no options or other contracts under which SPAC or Merger Sub has a right or obligation to acquire or lease any interest in real property or personal property.

Section 5.20 Investment Company Act. Neither SPAC nor Merger Sub is an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 5.21 Private Placements.

(a) As of the date hereof, (i) SPAC has delivered to the Company true, correct and complete copies of each of the Subscription Agreements entered into by SPAC with the applicable PIPE Investors named therein, pursuant to which the PIPE Investors have committed to provide the PIPE Investment Amount; (ii) to the knowledge of SPAC, with respect to each PIPE Investor, the Subscription Agreement with such PIPE Investor is in full force and effect and has not been withdrawn or terminated, or otherwise amended, modified or waived, in any material respect (it being understood that a change of or to one or more entities or individuals with respect to a PIPE Investor shall not be deemed a violation of the foregoing), and no withdrawal, termination, amendment or modification is contemplated by SPAC; (iii) each Subscription Agreement is a legal, valid and binding obligation of SPAC and, to the knowledge of SPAC, each PIPE Investor, and neither the execution or delivery by SPAC thereto nor the performance of SPAC's obligations under any such Subscription Agreement violates any Laws; (iv) there are no other agreements, side letters, or arrangements between SPAC and any PIPE Investor relating to any Subscription Agreement that would affect the obligation of such PIPE Investor to contribute to SPAC the applicable portion of the PIPE Investment Amount set forth in the Subscription Agreement of such PIPE Investor, and SPAC does not know of any facts or circumstances that would result in any of the conditions set forth in any Subscription Agreement not being satisfied, or the PIPE Investment Amount not being available to SPAC, on the Acquisition Closing Date; and (v) no event has occurred that, with or without notice, lapse of time or both, would constitute a material default or breach on the part of SPAC under any term or condition of any Subscription Agreement and SPAC has no reason to believe that it will be unable to satisfy in all material respects on a timely basis any term or condition of closing to be satisfied by it contained in any Subscription Agreement.

(b) No fees, consideration (other than Domesticated SPAC Common Stock issued in connection with the PIPE Investment Amount) or other discounts are payable or have been agreed by SPAC (including, from and after the Acquisition Closing, the Company and Merger Sub) to any PIPE Investor in respect of its portion of the PIPE Investment Amount.

Section 5.22 Financing.

(a) SPAC has delivered to the Company (i) a true and complete copy of the Commitment Letter, and (ii) a true and complete copy of a fully executed fee letter with respect to fees and related arrangements with respect to the Financing (the "**Fee Letter**", and together with the Commitment Letter, the "**Commitment Papers**"), providing, subject to the terms and conditions therein, a commitment from Blue Torch Capital, LP (together with its affiliated funds and any other parties providing a commitment thereunder (including any additional lenders, agents, arrangers or other parties joined thereto after the date hereof), collectively, the "**Debt Financing Sources**") for the Financing. As of the date of this Agreement, the Commitment Papers have not been amended or modified, and, to the knowledge of SPAC, no such amendment or modification is contemplated, and the commitments of the Debt Financing Sources contained in the Commitment Papers have not been withdrawn, terminated or rescinded in any respect and, to the knowledge of SPAC, no such withdrawal, termination or rescission is contemplated.

(b) As of the date of this Agreement, the Commitment Papers are (y) legal, valid and binding obligations of SPAC and, to the knowledge of SPAC, each of the other parties thereto, enforceable in accordance with their respective terms against SPAC and, to the knowledge of SPAC, each of the other parties thereto (in each case, subject to bankruptcy, insolvency, reorganization, moratorium or other laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies) and (z) in full force and effect.

(c) The only conditions precedent to the obligations of the Debt Financing Sources to fund the Financing on the Acquisition Closing Date are expressly set forth in the Commitment Papers.

(d) As of the date of this Agreement, SPAC has no reason to believe that it will be unable to satisfy on a timely basis (or, if determined by SPAC to be advisable, obtain a waiver of) all of the conditions to the funding of the Financing on the Acquisition Closing Date that are required to be satisfied by it pursuant to the Commitment Papers, other than any such condition which is outside of SPAC's control or where the failure to be so satisfied is a direct result of the Company's failure to comply with its obligations under Section 6.03(c) below.

(e) As of the date of this Agreement, other than the Commitment Papers, there are no side letters, understandings or other agreements, contracts or arrangements of any kind relating to the Financing that contain terms that would reasonably be expected to adversely affect the amount, availability, enforceability or conditionality of the Financing as set forth in the Commitment Papers.

(f) In no event shall the receipt or availability of any funds or financing (including, for the avoidance of doubt, the Financing) by SPAC or any of its affiliates or any other financing or other transactions be a condition to any of SPAC's obligations under this Agreement.

Section 5.23 SPAC's and Merger Sub's Investigation and Reliance. Each of SPAC and Merger Sub is a sophisticated purchaser and has made its own independent investigation, review and analysis regarding the Company and any Company Subsidiary and the Transactions, which investigation, review and analysis were conducted by SPAC and Merger Sub together with expert advisors, including legal counsel, that they have engaged for such purpose. SPAC, Merger Sub and their Representatives have been provided with full and complete access to the Representatives, properties, offices, plants and other facilities, books and records of the Company and any Company Subsidiary and other information that they have requested in connection with their investigation of the Company and the Company Subsidiaries and the Transactions. Neither SPAC nor Merger Sub is relying on any statement, representation or warranty, oral or written, express or implied, made by the Company or any Company Subsidiary or any of their respective Representatives, except as expressly set forth in Article IV (as modified by the Company Disclosure Schedule) or in the corresponding representations and warranties contained in the certificate delivered pursuant to Section 8.02(d). Neither the Company nor any of its respective stockholders, affiliates or Representatives shall have any liability to SPAC, Merger Sub or any of their respective stockholders, affiliates or Representatives resulting from the use of any information, documents or materials made available to SPAC or Merger Sub or any of their Representatives, whether orally or in writing, in any confidential information memoranda, "data rooms," management presentations, due diligence discussions or in any other form in expectation of the Transactions, except as expressly set forth in this Agreement (as modified by the Company Disclosure Schedule) or in any certificate delivered by the Company pursuant to this Agreement. SPAC and Merger Sub acknowledge that, except as expressly set forth in this Agreement (as modified by the Company Disclosure Schedule) or in any certificate delivered by the Company pursuant to this Agreement, neither the Company nor any of its stockholders, affiliates or Representatives is making, directly or indirectly, any representation or warranty with respect to any estimates, projections or forecasts involving the Company and/or any Company Subsidiary.

Section 5.24 **SPAC Founders Stock Letter**. SPAC has delivered to the Company a true, correct and complete copy of the SPAC Founders Stock Letter. No withdrawal, termination, amendment or modification of the SPAC Founders Stock Letter is contemplated by SPAC and, to the knowledge of SPAC, the SPAC Founders Stock Letter is in full force and effect and has not been withdrawn or terminated, or otherwise amended or modified, in any material respect. The SPAC Founders Stock Letter is a legal, valid and binding obligation of SPAC and, to the knowledge of SPAC, the other SPAC Founder Shareholders. To the knowledge of SPAC, neither the execution nor delivery by the SPAC Founder Shareholders of, nor the performance of any of the SPAC Founder Shareholders' obligations under, the SPAC Founders Stock Letter violates any provision of, or results in the breach of or default under, or requires any filing, registration or qualification under, any applicable Law (other than as required under applicable securities laws and as otherwise contemplated herein or in the other Transaction Documents). No event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach on the part of SPAC under any material term or condition of the SPAC Founders Stock Letter.

ARTICLE VI

CONDUCT OF BUSINESS PENDING THE MERGER STEPS

Section 6.01 Conduct of Business by the Company Pending the Merger Steps.

(a) The Company agrees that, between the date of this Agreement and the Acquisition Merger Effective Time or the earlier termination of this Agreement, except as (i) expressly contemplated by any other provision of this Agreement or any Ancillary Agreement, (ii) set forth in Section 6.01 of the Company Disclosure Schedule, and (iii) required by applicable Law, unless SPAC shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) the Company shall use reasonable best efforts, and shall cause the Company Subsidiaries to use reasonable best efforts to, conduct their business in the ordinary course of business (taking into account recent past practice in light of COVID-19, including COVID-19 Measures by the Company taken prior to the date hereof); *provided* that any action taken, or omitted to be taken, that is required by applicable Law (including COVID-19 Measures) shall be deemed to be in the ordinary course of business; and

(ii) the Company shall use its reasonable best efforts to preserve substantially intact the business organization of the Company and the Company Subsidiaries, to keep available the services of the current officers, key employees and consultants of the Company and the Company Subsidiaries and to preserve the current relationships of the Company and the Company Subsidiaries with customers, suppliers and other persons with which the Company or any Company Subsidiary has significant business relations in all material respects.

(b) by way of amplification and not limitation, except as (i) expressly contemplated by any other provision of this Agreement, including any subclause of this Section 6.01(b), or any Ancillary Agreement, (ii) set forth in Section 6.01 of the Company Disclosure Schedule, and (iii) required by applicable Law (including COVID-19 Measures), the Company shall not, and shall cause each Company Subsidiary not to, between the date of this Agreement and the Acquisition Merger Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of SPAC (which consent shall not be unreasonably withheld, conditioned or delayed):

(i) amend or otherwise change the certificate of incorporation, bylaws or other organizational documents of the Company or any Company Subsidiary;

(ii) adopt or enter into a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any Company Subsidiary (other than the Merger Steps);

(iii) issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, (A) any shares of any class of capital stock of the Company or any Company Subsidiary, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of the Company or any Company Subsidiary, *provided* that (1) the exercise or settlement of any Company Options, Company RSU Awards or Company Warrants in effect on the date of this Agreement, (2) the issuance of shares of Company Common Stock (or other class of equity security of the Company, as applicable) pursuant to the terms of the Company Preferred Stock and the Company Warrants, in each case, in effect on the date of this Agreement, in each case, (3) the Series P Investment Transaction and all actions required for the consummation of the Series P Investment Transaction so long as consummated solely in accordance with the Company Certificate of Incorporation in effect on the date hereof and those certain Series P Subscription Agreements delivered by the Company to SPAC prior to the date hereof without any amendment, supplement, or modification thereto, or consent to, or waiver of, any provisions thereof (it being further understood and agreed that the Company shall not enter into any other agreements, side letters, or arrangements relating to the Series P Investment Transaction without the prior written consent of SPAC), and (4) the issuance of the Management Earnout RSUs shall not require the consent of SPAC; or (B) any material assets of the Company or any Company Subsidiary, except for (1) dispositions of obsolete or worthless equipment and (2) transactions among the Company and the Company Subsidiaries or among the Company Subsidiaries and (3) the sale or provision of good or services to customers in the ordinary course of business;

(iv) acquire any equity interest in, or enter into a joint venture with, any other entity (excluding, for the avoidance of doubt, any wholly owned Company Subsidiary);

(v) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, other than any dividends or other distributions from any wholly owned Company Subsidiary to the Company or any other wholly owned Company Subsidiary;

(vi) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock, other than acquisitions of any such capital stock or other Company securities in connection with the exercise of Company Options or settlement of Company RSU Awards;

(vii) (A) acquire (including by merger, consolidation, or acquisition of stock or substantially all of the assets or any other business combination) any corporation, partnership, other business organization or any division thereof for consideration in excess of $100,000 individually or $250,000 in the aggregate; or (B) incur any indebtedness for borrowed money having a principal or stated amount in excess of $250,000 or issue any debt securities or assume, guarantee or endorse, or otherwise become responsible for, the obligations of any person, or intentionally grant any security interest in any of its assets, except for advances, loans or other incurrence of indebtedness of any kind under any credit facilities or other debt instrument (including under any applicable credit line) of the Company or the Company Subsidiaries not to exceed $250,000;

(viii) make any loans, advances or capital contributions to, or investments in, any other person (including to any of its officers, directors, agents or consultants), in each case, in excess of $250,000, individually or in the aggregate, make any material change in its existing borrowing or lending arrangements for or on behalf of such persons, or enter into any "keep well" or similar agreement to maintain the financial condition of any other person, except (A) advances to employees or officers of the Company or any Company Subsidiaries in the ordinary course of business or (B) prepayments and deposits paid to suppliers of the Company or any Company Subsidiary in the ordinary course of business;

(ix) make any material capital expenditures (or commit to making any capital expenditures) in excess of $2,000,000, individually or in the aggregate, other than any capital expenditure (or series of related capital expenditures) consistent in all material respects with the Company's annual capital expenditure budget for periods following the date of this Agreement, made available to SPAC;

(x) acquire any fee interest in real property;

(xi) except as required by applicable Law or the terms of any existing Plans as in effect on the date hereof, (A) grant any material increase in the compensation, incentives or benefits paid, payable, or to become payable to any current or former Service Provider (other than executive officers), except for increases in salary or hourly wage rates made in the ordinary course of business to any such Service Provider (other than executive officers) (and any corresponding bonus opportunity increases); (B) enter into any new, or materially amend any existing, retention, employment, employee incentive, severance or termination agreement with any current or former Service Provider (other than employment offer letters entered into in the ordinary course of business with new hires permitted pursuant to subsection (E) below); (C) accelerate or commit to accelerate the funding, payment, or vesting of any compensation or benefits to any current or former Service Provider or holder of Company Options or Company RSU Awards; (D) establish or become obligated under any collective bargaining agreement, collective agreement, or other contract or agreement with a labor union, trade union, works council, or other representative of Company employees; (E) hire any new employees of the Company or any Company Subsidiary unless (1) necessary to replace an employee whose employment has ended, as permitted hereunder (and in which case such hiring shall be on terms substantially similar to the terms applicable to the employment of the employee being replaced) or (2) such employees are hired with an annual base salary below $300,000; or (F) terminate the employment of any employee with an annual base salary at or above $300,000, other than any such termination for cause or due to death or disability; except that, in each case and without limiting the generality of the foregoing subclauses (A)–(F), the Company may (1) take action as required under any Plan or other employment or consulting agreement (or offer letter) in effect on the date of this Agreement, (2) change the title of its employees in the ordinary course of business and (3) make annual or quarterly bonus or commission payments in the ordinary course of business and in accordance with the bonus or commission plans applicable to employees with an annual base salary below $300,000;

(xii) implement any employee layoffs, plant closings or similar events that individually or in the aggregate would give rise to any material obligations or liabilities on the part of the Company under the federal Work Adjustment and Retraining Notification Act or any similar state or local "mass layoff" or "plant closing" Law;

(xiii) pay, distribute or advance any assets or property to any of its officers, directors, employees, partners, stockholders or other affiliates, other than payments or distributions in the ordinary course of business consistent with past practice;

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

(xv) (A) amend any material Tax Return, (B) change any material method of Tax accounting, (C) make, change or rescind any material election relating to Taxes, (D) settle or compromise any material U.S. federal, state, local or non-U.S. Tax audit, assessment, Tax claim or other controversy relating to Taxes, enter into any Tax closing agreement or consent to any extension or waiver of the limitation period applicable to or relating to any Tax claim or assessment, or (E) surrender any right to claim a material refund of income or other Taxes, in each case that is reasonably likely to result in an increase to Tax liability to the Company and the Company Subsidiaries taken as a whole;

(xvi) change its jurisdiction of Tax residence;

(xvii) (A) materially amend or modify, or consent to the termination (excluding any expiration in accordance with its terms) of, any Material Contract or amend, waive, modify or consent to the termination (excluding any expiration in accordance with its terms) of the Company's or any Company Subsidiary's material rights thereunder, in each case in a manner that is adverse to the Company or any Company Subsidiary, taken as a whole, or (B) enter into any contract or agreement that would have been a Material Contract had it been entered into prior to the date of this Agreement, in each case of the foregoing, except in the ordinary course of business consistent with past practice;

(xviii) fail to use reasonable efforts to protect the confidentiality of any material trade secrets constituting Company-Owned IP;

(xix) enter into any contract, agreement or arrangement that obligates the Company or any Company Subsidiary to develop any Intellectual Property related to the business of the Company or the Products, which such Intellectual Property would be owned by a third party;

(xx) permit any material item of Company-Owned IP to lapse or to be abandoned, invalidated, dedicated to the public, or disclaimed or otherwise become unenforceable or fail to perform or make any applicable filings, recordings or other similar actions or filings, or fail to pay all required fees and Taxes required or advisable to maintain and protect its interest in material items of Company-Owned IP;

(xxi) waive, release, assign, settle or compromise any Action, other than waivers, releases, assignments, settlements or compromises that are solely monetary in nature and do not exceed $350,000 individually or $500,000 in the aggregate, in each case in excess of insurance proceeds;

(xxii) enter into any new line of business that is materially different from the general nature of the business currently conducted by the Company or the Company Subsidiaries as of the date of this Agreement;

(xxiii) voluntarily fail to maintain or cancel without replacing any coverage under any insurance policy in form and amount equivalent in all material respects to the insurance coverage currently maintained with respect to the Company and any Company Subsidiaries and their assets and properties or change coverage in a manner materially detrimental to the Company and the Company Subsidiaries, taken as a whole, any material insurance policy insuring the business of the Company or any of the Company Subsidiaries;

(xxiv) fail to use reasonable best efforts to keep current and in full force and effect, or to comply in all material respects with the requirements of, any Company Permit that is material to the conduct of the business of the Company and the Company Subsidiaries taken as a whole; or

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

Nothing herein shall require the Company to obtain consent from SPAC to do any of the foregoing if obtaining such consent would reasonably be expected to violate applicable Law (including any COVID-19 Measures), and nothing contained in this Section 6.01 shall give to SPAC, directly or indirectly, the right to control the Company or any of the Company Subsidiaries prior to the Acquisition Closing Date. Prior to the Acquisition Closing Date, each of SPAC and the Company shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Law.

Section 6.02 Conduct of Business by SPAC and Merger Sub Pending the Merger Steps. Except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement (including entering into various Subscription Agreements and consummating the Private Placements and the Financing) and except as required by applicable Law, SPAC agrees that from the date of this Agreement until the earlier of the termination of this Agreement and the Acquisition Merger Effective Time, unless the Company shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), SPAC shall use reasonable best efforts to, and shall cause Merger Sub to use reasonable best efforts to, conduct their respective businesses in the ordinary course of business. By way of amplification and not limitation, except as expressly contemplated by any other provision of this Agreement or any Ancillary Agreement (including entering into various Subscription Agreements and consummating the Private Placements and the Financing) and as required by applicable Law, neither SPAC nor Merger Sub shall, between the date of this Agreement and the Acquisition Merger Effective Time or the earlier termination of this Agreement, directly or indirectly, do any of the following without the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed):

(a) amend or otherwise change the SPAC Organizational Documents, the Merger Sub Organizational Documents or form any subsidiary of SPAC other than Merger Sub;

(b) declare, set aside, make or pay any dividend or other distribution, payable in cash, stock, property or otherwise, with respect to any of its capital stock, other than (i) redemptions from the Trust Fund that are required pursuant to the SPAC Organizational Documents and (ii) pursuant to Section 7.23;

(c) reclassify, combine, split, subdivide or redeem, or purchase or otherwise acquire, directly or indirectly, any of the SPAC Ordinary Shares (prior to the Domestication), Domesticated SPAC Common Stock (following the Domestication) or SPAC Warrants except for redemptions from the Trust Fund;

(d) issue, sell, pledge, dispose of, grant or encumber, or authorize the issuance, sale, pledge, disposition, grant or encumbrance of, any shares of any class of capital stock or other securities of SPAC or Merger Sub, or any options, warrants, convertible securities or other rights of any kind to acquire any shares of such capital stock, or any other ownership interest (including any phantom interest), of SPAC or Merger Sub;

(e) (i) acquire (including by merger, consolidation, or acquisition of stock or assets or any other business combination) any corporation, partnership, other business organization or otherwise acquire any securities or material assets from any third party, (ii) enter into any strategic joint ventures, partnerships or alliances with any other person or (iii) make any loan or advance or investment in any third party or initiate the start-up of any new business, non-wholly owned Subsidiary or joint venture;

(f) incur any indebtedness for borrowed money or guarantee any such indebtedness of another person or persons, issue or sell any debt securities or options, warrants, calls or other rights to acquire any debt securities of SPAC, as applicable, enter into any "keep well" or other agreement to maintain any financial statement condition or enter into any arrangement having the economic effect of any of the foregoing, in each case, except in the ordinary course of business;

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

(h) (A) amend any material Tax Return, (B) change any material method of Tax accounting, (C) make, change or rescind any material election relating to Taxes, (D) settle or compromise any material U.S. federal, state, local or non-U.S. Tax audit, assessment, Tax claim or other controversy relating to Taxes, enter into any Tax closing agreement, or consent to any extension or waiver of the limitation period applicable to or relating to any Tax claim or assessment, or (E) surrender any right to claim a material refund of income or other Taxes, in each case that is reasonably likely to result in an increase to Tax liability to SPAC or Merger Sub;

(i) change its jurisdiction of Tax residence;

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

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

(l) (i) hire any employee or (ii) adopt or enter into any Employee Benefit Plan (including grant or establish any form of compensation or benefits to any current or former employee, officer, director or other individual service provider of SPAC (for the avoidance of doubt, other than consultants, advisors, including legal counsel, or institutional service providers engaged by SPAC)); or

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

Nothing herein shall require SPAC to obtain consent from the Company to do any of the foregoing if obtaining such consent would reasonably be expected to violate applicable Law. Prior to the Acquisition Closing Date, each of the Company and SPAC shall exercise, consistent with the terms and conditions hereof, complete control and supervision of its respective operations, as required by Law.

Section 6.03 Financing

(a) SPAC shall use its, and shall cause its affiliates to use their, reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and obtain the Financing on the terms and subject only to the conditions set forth in the Commitment Papers contemporaneously with the Acquisition Closing, including by using its reasonable best efforts to (i) maintain in effect the Commitment Papers, (ii) negotiate and enter into definitive agreements with respect to the Financing (the "**Definitive Agreements**") consistent with the terms and conditions contained in the Commitment Papers and (iii) satisfy on a timely basis (or, if determined by SPAC to be advisable, obtain a waiver of) all of the conditions to the funding of the Financing on the Acquisition Closing Date that are required to be satisfied by it pursuant to the Commitment Papers, other than any such condition which is outside of SPAC's control or where the failure to be so satisfied is a direct result of the Company's failure to comply with its obligations under Section 6.03(c) below. SPAC shall not, without the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed), permit any termination of the commitments contained in the Commitment Papers or enter into any amendment, supplement, modification or waiver to the Commitment Papers, in each case, if such termination, amendment, supplement, modification or waiver would (A) reduce the aggregate amount of the Financing to an amount that would be less than the amount that is necessary for SPAC to satisfy its payment obligations and to consummate the transactions contemplated by this Agreement to be paid and/or consummated on the Acquisition Closing Date (the "**Required Amount**") or (B) impose new or additional conditions precedent to the funding of the Financing on the Acquisition Closing Date or otherwise expand, amend or modify in any material respect any of the existing conditions precedent to the funding of the Financing on the Acquisition Closing Date, in each case, in a manner that would reasonably be expected to prevent or materially impede or delay the funding of the Financing. SPAC shall promptly deliver to the Company true and complete copies of any amendment, modification, supplement, consent or waiver to or under any Commitment Papers promptly upon execution thereof.

(b) SPAC shall keep the Company informed on a reasonably prompt basis and in reasonable detail of the status of its efforts to arrange the Financing. Without limiting the generality of the foregoing, SPAC shall give the Company prompt written notice of (i) any actual or threatened material breach or termination, cancellation or repudiation by any party to the Commitment Papers and the receipt of any written notice or other written communication from the Debt Financing Sources with respect to any such material breach or any such termination, cancellation or repudiation by any party to the Commitment Papers, or (ii) the occurrence of an event or development that adversely affects the ability of SPAC to satisfy the conditions to the funding of the Financing on the Acquisition Closing Date that are required to be satisfied by it pursuant to the Commitment Papers, other than any such condition which is outside of SPAC's control or where the failure to be so satisfied is a direct result of the Company's failure to comply with its obligations under Section 6.03(c) below. As soon as reasonably practicable after the Company delivers to SPAC a written request, SPAC shall provide any information reasonably requested by the Company relating to any circumstance referred to in the immediately preceding sentence. If the Financing becomes unavailable on the terms and conditions contemplated by the Commitment Papers (other than as a direct result of the Company's failure to comply with its obligations under Section 6.03(c) below), and the Financing is necessary for SPAC to pay the Required Amount on the Acquisition Closing Date, SPAC shall (i) promptly notify the Company of such occurrence and (ii) use its reasonable best efforts to arrange and obtain, in replacement thereof, alternative financing (the "**Alternative Financing**") in an amount equal to or greater than the Required Amount, with terms and conditions that (taken as a whole), in the reasonable judgment of SPAC, are not materially less favorable to SPAC (or its affiliates) than the terms and conditions set forth in the Commitment Papers; provided that in no event shall SPAC be required to pay any fees or expenses in excess of those contemplated by the Commitment Papers on the date hereof and this Agreement. Upon any amendment, supplement, modification, waiver or replacement of the Commitment Papers in accordance with the terms hereof (including upon the execution of any commitment letter or fee letter in respect of any Alternative Financing), the terms "Financing," "Commitment Letter," "Fee Letter" and "Commitment Papers" shall mean the applicable Financing, Commitment Letters, Fee Letters and Commitment Papers as so amended, supplemented, modified, waived or replaced, and SPAC shall deliver to the Company true and complete copies of the alternative debt financing letters (including fee letters that shall have fee or related information redacted in a manner consistent with the Fee Letter delivered as of the date of this Agreement). The foregoing notwithstanding, compliance by SPAC with this Section 6.03 shall not relieve SPAC of its obligation to consummate the transactions contemplated by this Agreement whether or not the Financing is available.

(c) Prior to the Acquisition Closing Date, the Company shall provide, and shall cause the Company Subsidiaries to provide, and shall use its reasonable best efforts to cause its and their respective officers, employees and advisors to provide, to SPAC, such reasonable cooperation as is customary and reasonably requested by SPAC in connection with the arrangement, negotiation and closing of the Financing, which cooperation shall include: (i) with reasonable prior notice to the Company and subject to reasonable scheduling accommodations for the Company's officers, directors, employees and advisors (as appropriate), participating in a reasonable number of meetings, presentations, due diligence sessions and sessions with the Debt Financing Sources (or potential Debt Financing Sources) at times and locations to be mutually agreed (which may be virtual) that are customary for financings of a similar type; (ii) providing such information that is required or reasonably necessary in connection with the negotiation of the Financing, including (without limitation) all financial and pertinent information as may be reasonably requested by SPAC to satisfy the terms and conditions set forth in the Commitment Papers; (iii) assisting with the preparation of the definitive financing agreements with respect to the Financing (including credit agreements and collateral agreements), together with all other customary financing deliverables (including certificates, instruments and other documents) and all schedules, annexes and exhibits thereto, in each case, as reasonably requested by SPAC and required in connection with the consummation of the Financing; (iv) subject to the occurrence of the Acquisition Closing, taking all corporate actions necessary to permit the consummation of the Financing and executing and delivering such definitive financing agreements and other customary deliverables described in the foregoing clause (iii), in each case, as reasonably requested by SPAC in connection with the consummation of the Financing; (v) at least five (5) Business Days prior to the Acquisition Closing Date, providing information regarding the Company and the Company Subsidiaries reasonably required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act of 2001, and information regarding beneficial ownership under 31 C.F.R. § 1010.230, in each case, to the extent requested in writing at least eight (8) Business Days prior to the Acquisition Closing Date; (vi) furnishing SPAC and the Debt Financing Sources as promptly as practicable with the financial reports and information necessary to satisfy the condition set forth in paragraph 4 of Annex I to Exhibit A of the Commitment Letter; and (vii) obtaining and facilitating the negotiation of payoff letters and other customary release and termination documentation for any indebtedness to be repaid at the Acquisition Closing and timely deliver any prepayment notices with respect thereto. The Company hereby consents to the use of its and the Company Subsidiaries' logos, trademarks and name in connection with the Financing so long as such logos, trademarks and name are used solely in a manner that does not violate any existing contractual obligation of the Company and is not intended to, or reasonably likely to, harm or disparage the Company or the Company Subsidiaries.

(d) Notwithstanding anything to the contrary herein, none of such requested cooperation provided in accordance with Section 6.03(c) shall unreasonably interfere with the normal business or operations of the Company and the Company Subsidiaries and in no event shall the Company or any of the Company Subsidiaries be required to (i) bear any expense, pay any commitment or other fee, enter into any definitive agreement, incur any other liability, make any other payment, be an issuer or other obligor with respect to the Financing or agree to provide any indemnity in connection with the Financing or any of the foregoing in each case that is effective prior to the Acquisition Effective Time or (ii) take any action to cause any condition to the Acquisition Closing set forth in this Agreement to fail to be satisfied or otherwise cause any breach of this Agreement that would provide SPAC or Merger Sub the right to terminate this Agreement. In addition, nothing in this Section 6.03(d) shall require (u) access to or disclosure of information, which in the reasonable judgment of the Company or any of the Company Subsidiaries, is restricted by contract, applicable Law, order, is subject to attorney-client privilege or could result in the disclosure of any trade secrets of third parties or violate any obligation of the Company or any of its Subsidiaries with respect to confidentiality, (v) the preparation of any financial statements or information that (1) are not available to it and prepared in the ordinary course of its financial reporting practice or (2) would not otherwise be available to it or capable of being prepared by it without undue burden or other than with the use of its reasonable best efforts (except, for the avoidance of doubt, preparation of the Audited Financial Statements pursuant to Section 7.17 and the preparation of any other information necessary for the Merger Materials or otherwise in accordance with Section 7.02 or Section 7.05), (w) any action that would conflict with or violate the charter or bylaws of the Company or any law or result in, prior to the Acquisition Merger Effective Time, the contravention of, or that would reasonably be expected to result in, prior to the Acquisition Merger Effective Time, a violation or breach of, or default under, any Material Contract, (x) any employee, officer or director of the Company or any of the Company Subsidiaries incurring any personal liability (as opposed to liability in his or her capacity as an officer of such Person) with respect to any matters related to the Financing, (y) the Company, any of the Company Subsidiaries or any of their respective boards of directors (or equivalent bodies) to approve or authorize the Financing or the Definitive Agreements if such approval or authorization will be effective prior to the Acquisition Effective Time or (z) the Company, any of the Company Subsidiaries or their counsel to provide any legal opinion in connection with the Financing. For the avoidance of doubt, none of the Company or any of the Company Subsidiaries or their respective officers, directors (with respect to any Company Subsidiary) or employees shall be required to execute or enter into or perform any Definitive Agreement the effectiveness of which is not contingent upon the Acquisition Closing or any Definitive Agreement that would be effective prior to the Acquisition Closing (other than with respect to any notices of prepayment or other documentation that is customarily effective prior to the closing of financings of this type), and no directors of the Company that will not be continuing directors, acting in such capacity, shall be required to execute or enter into or perform any agreement with respect to the Financing. In the event that the Acquisition Merger is not consummated and this Agreement is validly terminated pursuant to the terms herein, SPAC shall, promptly upon request by the Company, reimburse the Company for all reasonable out-of-pocket costs incurred by the Company or the Company Subsidiaries or their respective representatives in connection with the cooperation contemplated by this Section 6.03 (other than incurred in connection with the preparation of the Audited Financial Statements pursuant to Section 7.17 and the preparation of any other information necessary for the Merger Materials or otherwise in accordance with Section 7.02 or Section 7.05). SPAC shall indemnify and hold harmless the Company and the Company Subsidiaries and their respective representatives from and against any and all losses suffered or incurred by them in connection with the arrangement of the Financing, any action taken by them at the request of SPAC pursuant to this Section 6.03 and any information used in connection therewith, except to the extent such losses arise out of or result from the gross negligence, fraud, bad faith or willful misconduct of the Company or the Company Subsidiaries and/or any of their respective representatives acting on behalf or at their instruction. All non-public or otherwise confidential information regarding the Company or any of the Company Subsidiaries obtained by SPAC or its representatives pursuant to this Section 6.03(d) shall be kept confidential in accordance with the Confidentiality Agreement; provided, that the Company acknowledges and confirms that SPAC or its representatives may disclose any non-public or confidential information regarding the Company or the Company Subsidiaries to the Debt Financing Sources subject to an appropriate confidentiality agreement (or other appropriate confidentiality provisions, including such provisions set forth in the Commitment Papers) or as otherwise permitted hereunder.

(e) Notwithstanding anything to the contrary herein or in the Commitment Papers, solely in the event that the Acquisition Merger is consummated, the Company hereby agrees that it shall be responsible for and shall bear and pay all commitments, costs, expenses and fees related to the Financing (which shall include any such commitments, costs, expenses and fees due or payable to the Debt Financing Sources), including, without limitation, the "Commitment Fee" (as defined in the Fee Letter), the "Ticking Fee" (as defined in the Fee Letter), and the "Alternate Transaction Fee" (as defined in the Fee Letter).

Section 6.04 **Claims Against Trust Account**. The Company agrees that, notwithstanding any other provision contained in this Agreement, the Company does not now have, and shall not at any time prior to the Acquisition Merger Effective Time have, any claim to, or make any claim against, the Trust Fund, regardless of whether such claim arises as a result of, in connection with or relating in any way to, the business relationship between the Company on the one hand, and SPAC on the other hand, this Agreement, or any other agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to in this Section 6.04 as the "**Claims**"). Notwithstanding any other provision contained in this Agreement, the Company hereby irrevocably waives any Claim it may have, now or in the future and will not seek recourse against the Trust Fund for any reason whatsoever in respect thereof; provided, however, that the foregoing waiver will not limit or prohibit the Company from pursuing a claim against SPAC, Merger Sub or any other person (a) for legal relief against monies or other assets of SPAC or Merger Sub held outside of the Trust Account or for specific performance or other equitable relief in connection with the Transactions (including a claim for SPAC to specifically perform its obligations under this Agreement and cause the disbursement of the balance of the cash remaining in the Trust Account (after giving effect to the Redemption Rights)) or (b) for damages for breach of this Agreement against SPAC (or any successor entity) or Merger Sub in the event this Agreement is terminated for any reason and SPAC consummates a business combination transaction with another party. In the event that the Company commences any action or proceeding against or involving the Trust Fund in violation of the foregoing, SPAC shall be entitled to recover from the Company the associated reasonable legal fees and costs in connection with any such action, in the event SPAC prevails in such action or proceeding.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.01 **No Solicitation**.

(a) From the date of this Agreement and ending on the earlier of the Acquisition Closing and the valid termination of this Agreement in accordance with Section 9.01, except as otherwise required by applicable Law (including, for the avoidance of doubt, the fiduciary duties of the members of the Company Board) the Company shall not, and shall cause the Company Subsidiaries not to and shall direct its and their respective Representatives acting on its or their behalf not to, directly or indirectly, (i) enter into, solicit, initiate, knowingly facilitate, knowingly encourage or continue any discussions or negotiations with, or knowingly encourage any inquiries or proposals by, or participate in any negotiations with, or provide any information to, or otherwise cooperate in any way with, any person or other entity or "group" within the meaning of Section 13(d) of the Exchange Act, concerning any (x) sale of 15% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, (y) sale of 15% or more of the outstanding capital stock of the Company or one or more Company Subsidiaries holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, or (z) merger, consolidation, liquidation, dissolution or similar transaction involving the Company or one or more of the Company Subsidiaries holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, in each case, other than with SPAC and its Representatives (an "**Alternative Transaction**"), (ii) amend or grant any waiver or release under any standstill or similar agreement with respect to any class of equity securities of the Company or any of the Company Subsidiaries in connection with any proposal or offer that could reasonably be expected to lead to an Alternative Transaction, (iii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Alternative Transaction, (iv) approve, endorse, recommend, execute or enter into any agreement in principle, confidentiality agreement, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other written arrangement relating to any Alternative Transaction or any proposal or offer that could reasonably be expected to lead to an Alternative Transaction, (v) commence, continue or renew any due diligence investigation regarding any Alternative Transaction, or (vi) resolve or agree to do any of the foregoing or otherwise authorize or permit any of its Representatives acting on its behalf to take any such action. The Company shall, and shall cause the Company Subsidiaries to, and shall direct its and their respective affiliates and Representatives to, immediately cease any and all existing discussions or negotiations with any person conducted heretofore with respect to any Alternative Transaction. The Company also agrees that it will promptly request each special purpose acquisition corporation that has prior to the date hereof executed a confidentiality agreement in connection with its consideration of an Alternative Transaction to return or destroy all confidential information furnished to such person by or on behalf of the Company prior to the date hereof.

(b) From the date of this Agreement and ending on the earlier of the Acquisition Closing and the valid termination of this Agreement in accordance with Section 9.01, the Company shall notify SPAC promptly in writing after receipt by the Company, the Company Subsidiaries or any of their respective Representatives of any inquiry or proposal with respect to an Alternative Transaction, any inquiry that would reasonably be expected to lead to an Alternative Transaction or any request for non-public information relating to the Company or any of the Company Subsidiaries or for access to the business, properties, assets, personnel, books or records of the Company or any of the Company Subsidiaries by any third party, in each case that is related to or that would reasonably be expected to lead to an Alternative Transaction. In such notice, the Company shall identify the third party making any such inquiry, proposal, indication or request with respect to an Alternative Transaction and provide the details of the material terms and conditions of any such inquiry, proposal, indication or request. The Company shall keep SPAC informed, on a reasonably current and prompt basis, of the status and material terms of any such inquiry, proposal, indication or request with respect to an Alternative Transaction, including the material terms and conditions thereof any material amendments or proposed amendments.

(c) If the Company or any of the Company Subsidiaries or any of its or their respective Representatives receives any inquiry or proposal with respect to an Alternative Transaction at any time from the date of this Agreement and ending on the earlier of the Acquisition Closing and the valid termination of this Agreement in accordance with Section 9.01, then the Company shall promptly notify such person in writing that the Company is subject to an exclusivity agreement with respect to the Alternative Transaction that prohibits them from considering such inquiry or proposal. Without limiting the foregoing, the parties agree that any violation of the restrictions set forth in this Section 7.01 by the Company or any of the Company Subsidiaries or its or their respective affiliates or Representatives shall be deemed to be a breach of this Section 7.01 by the Company.

(d) From the date of this Agreement and ending on the earlier of the Acquisition Closing and the valid termination of this Agreement in accordance with Section 9.01, except as otherwise required by applicable Law (including, for the avoidance of doubt, the fiduciary duties of the members of the SPAC Board) each of SPAC and Merger Sub shall not, and shall direct their respective Representatives acting on their behalf not to, directly or indirectly, (i) enter into, solicit, initiate, knowingly facilitate, knowingly encourage or respond to or continue any discussions or negotiations with, or knowingly encourage any inquiries or proposals by, or participate in any negotiations with, or provide any information to, or otherwise cooperate in any way with, any person or other entity or "group" within the meaning of Section 13(d) of the Exchange Act, concerning any merger, consolidation, or acquisition of stock or assets or any other business combination involving SPAC and any other corporation, partnership or other business organization other than the Company and Company Subsidiaries (a "**SPAC Alternative Transaction**"), (ii) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any SPAC Alternative Transaction, (iii) approve, endorse, recommend, execute or enter into any agreement in principle, confidentiality agreement, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other written arrangement relating to any SPAC Alternative Transaction or any proposal or offer that could reasonably be expected to lead to a SPAC Alternative Transaction, (iv) commence, continue or renew any due diligence investigation regarding any SPAC Alternative Transaction, or (v) resolve or agree to do any of the foregoing or otherwise authorize or permit any of its Representatives acting on its behalf to take any such action. Each of SPAC and Merger Sub shall, and shall direct their respective affiliates and Representatives acting on their behalf to, immediately cease any and all existing discussions or negotiations with any person conducted heretofore with respect to any SPAC Alternative Transaction; *provided*, *however*, for the avoidance of doubt, nothing in this Section 7.01 shall limit the rights of any affiliate of SPAC, including the Sponsor, or any of its Representatives with respect to any transaction involving any person (other than SPAC) and any corporation, partnership or other business organization (other than the Company). The parties agree that any violation of the restrictions set forth in this Section 7.01 by SPAC or Merger Sub or their respective affiliates or Representatives shall be deemed to be a breach of this Section 7.01 by SPAC and Merger Sub.

(e) From the date of this Agreement and ending on the earlier of the Acquisition Closing and the valid termination of this Agreement in accordance with Section 9.01, SPAC shall notify the Company promptly after receipt by SPAC or any of its Representatives of any inquiry or proposal with respect to a SPAC Alternative Transaction, any inquiry that would reasonably be expected to lead to a SPAC Alternative Transaction or any request for non-public information relating to SPAC or for access to the business, properties, assets, personnel, books or records of SPAC by any third party, in each case that is related to an inquiry or proposal with respect to a SPAC Alternative Transaction. In such notice, SPAC shall identify the third party making any such inquiry, proposal, indication or request with respect to a SPAC Alternative Transaction and provide the details of the material terms and conditions of any such inquiry, proposal, indication or request. SPAC shall keep the Company informed, on a reasonably current and prompt basis, of the status and material terms of any such inquiry, proposal, indication or request with respect to a SPAC Alternative Transaction, including the material terms and conditions thereof any material amendments or proposed amendments.

(f) If SPAC or any of its Representatives receives any inquiry or proposal with respect to a SPAC Alternative Transaction at any time from the date of this Agreement and ending on the earlier of the Acquisition Closing and the valid termination of this Agreement in accordance with Section 9.01, then SPAC shall promptly notify such person in writing that SPAC is subject to an exclusivity agreement with respect to the Alternative Transaction that prohibits them from considering such inquiry or proposal.

Section 7.02 Registration Statement; Proxy Statement.

(a) As promptly as practicable after the execution of this Agreement, subject to the terms of this Section 7.02, (i) SPAC (with the assistance and cooperation of the Company as reasonably requested by SPAC) shall prepare and file with the SEC mutually acceptable materials which shall include a proxy statement / prospectus containing a proxy statement in preliminary form (as amended or supplemented, the "**Proxy Statement**") to be filed with the SEC as part of the Registration Statement and sent to SPAC's shareholders relating to the meeting of SPAC's shareholders (including any adjournment or postponement thereof, the "**SPAC Shareholders' Meeting**") to be held to consider (A) approval and adoption of this Agreement and the Merger Steps and the other Transactions contemplated by this Agreement, including the adoption of the Domesticated SPAC Organizational Documents, in the forms attached as Exhibits A and B to this Agreement (with such changes as may be agreed in writing by SPAC and the Company) effective as of the Domestication Closing and any separate or unbundled proposals as are required to implement the foregoing, (B) approval of the issuance of Domesticated SPAC Common Stock as contemplated by this Agreement and the Subscription Agreements, (C) approval and adoption of the Omnibus Incentive Plan (the "**Omnibus Incentive Plan Proposal**") and the ESPP (the "**ESPP Proposal**"), (D) adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Registration Statement or correspondence related thereto, and (E) any other proposals the parties deem necessary to effectuate the Merger Steps (clauses (A), (B), (C), (D) and (E) collectively, the "**Required SPAC Proposals**"), and (ii) the Company and SPAC shall jointly prepare and SPAC shall file with the SEC a registration statement on Form S-4 (together with all amendments thereto, the "**Registration Statement**") in connection with the registration under the Securities Act of the Assumed SPAC Warrants (and the Domesticated SPAC Common Stock issuable upon exercise thereof) and the shares of Domesticated SPAC Common Stock to be issued or issuable in the Merger Steps to the shareholders of SPAC as of immediately prior to the Domestication Closing and the stockholders of the Company pursuant to this Agreement. Each of the Company and SPAC shall furnish all information concerning such party as the other party may reasonably request in connection with such actions and the preparation of the Merger Materials. SPAC and the Company each shall use their reasonable best efforts to (w) cause the Registration Statement, when filed with the SEC, to comply in all material respects with all legal requirements applicable thereto, (x) respond as promptly as reasonably practicable to and resolve all comments received from the SEC concerning the Merger Materials, (y) cause the Registration Statement to be declared effective as promptly as practicable and (z) keep the Registration Statement effective as long as is necessary to consummate the Transactions. Prior to the effective date of the Registration Statement, SPAC shall take all actions necessary to cause the Merger Materials to be mailed to its shareholders as of the applicable record date as promptly as practicable (and in any event within three (3) Business Days) following the date upon which the Registration Statement becomes effective. Each of the Company and SPAC shall otherwise reasonably assist and cooperate with the other party in the preparation of the Merger Materials and the resolution of any comments received from the SEC. In furtherance of the foregoing, SPAC shall cause the officers and employees of SPAC and its Subsidiaries to be reasonably available to the Company and its counsel in connection with the drafting of the Merger Materials and to respond in a timely manner to comments on the Merger Materials from the SEC. For purposes of this Agreement, the term "**Merger Materials**" means the Registration Statement, including the prospectus forming a part thereof, the Proxy Statement, and any amendments thereto.

(b) No filing of, or amendment or supplement to the Merger Materials will be made by SPAC without the approval the Company (such approval not to be unreasonably withheld, conditioned or delayed). SPAC will advise the Company, as promptly as practicable after it receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order, or of the suspension of the qualification of the Assumed SPAC Warrants (and the Domesticated SPAC Common Stock issuable upon exercise thereof) to be issued or issuable in the Merger Steps to the shareholders of SPAC as of immediately prior to the Domestication Closing, the PIPE Investors and the stockholders of the Company pursuant to this Agreement. SPAC will advise the Company, promptly after it receives notice thereof, of any request by the SEC for amendment of the Merger Materials or comments thereon and responses thereto or requests by the SEC for additional information and shall, as promptly as practicable after receipt thereof, supply the Company with copies of all written correspondence between it or any of its Representatives (as defined below), on the one hand, and the SEC or the staff of the SEC, on the other hand, or, if not in writing, a description of such communication, with respect to the Merger Materials or the Merger Steps. No response to any comments from the SEC or the staff of the SEC relating to the Merger Materials will be made by SPAC without the prior consent of the Company (such consent not to be unreasonably withheld, conditioned or delayed), and without providing the Company, as applicable, a reasonable opportunity to review and comment thereon unless pursuant to a telephone call initiated by the SEC.

(c) SPAC represents that the information supplied by SPAC for inclusion in the Merger Materials shall not, at (i) the time the Registration Statement is declared effective, (ii) the time the Merger Materials are mailed to its shareholders and (iii) the time of the SPAC Shareholders' Meeting, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, at any time prior to the Acquisition Merger Effective Time, any event or circumstance relating to SPAC or Merger Sub, or their respective officers or directors, should be discovered by SPAC which should be set forth in an amendment or a supplement to the Merger Materials, SPAC shall promptly inform the Company.

(d) The Company represents that the information supplied by it for inclusion in the Merger Materials shall not, at (i) the time the Registration Statement is declared effective and (ii) the time of the SPAC Shareholders' Meeting, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, at any time prior to the Acquisition Merger Effective Time, any event or circumstance relating to the Company or any Company Subsidiary or its officers or directors, should be discovered by the Company which should be set forth in an amendment or a supplement to the Merger Materials, the Company shall promptly inform SPAC.

(e) Prior to distributing materials to be provided to the stockholders of the Company in connection with soliciting consent from such persons to the Transactions contemplated by this Agreement, the Company shall provide a draft copy of such materials to SPAC and shall consider in good faith any comments or suggested changes that SPAC proposes with respect to such materials.

Section 7.03 Company Stockholder Approval; Lock-Up Agreements.

(a) The Company shall (i) obtain and deliver to SPAC the Requisite Company Stockholder Approval, (A) in the form of a written consent attached hereto as Exhibit E (the "**Written Consent**") executed by each of the Key Company Stockholders (pursuant to the Stockholder Support Agreement), as soon as reasonably practicable after the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders, and in any event within forty eight (48) hours after the Registration Statement is declared effective, and (B) in accordance with the terms and subject to the conditions of the Company's certificate of incorporation and bylaws and other organizational documents, and (ii) take all other action necessary or advisable to secure the Requisite Company Stockholder Approval and, if applicable, any additional consents or approvals of its stockholders related thereto. If the Company fails to deliver the Written Consent to SPAC within forty eight (48) hours of the Registration Statement becoming effective (a "**Written Consent Failure**"), SPAC shall have the right to terminate this Agreement as set forth in Section 9.01(e).

(b) Prior to the Acquisition Closing, the Company shall deliver to SPAC copies of joinders to the Lock-Up Agreement, in the form attached as Exhibit A thereto, duly executed by (i) all members of the Company's management who hold securities of the Company and (ii) the securityholders of the Company, who, together with the Key Company Stockholders and such management securityholders, hold at least seventy percent (70%) of the aggregate issued and outstanding securities of the Company.

Section 7.04 SPAC Shareholders' Meeting; Merger Sub Stockholder's Approval.

(a) SPAC shall call and hold the SPAC Shareholders' Meeting as promptly as practicable after the date on which the Registration Statement becomes effective for the purpose of voting solely upon the Required SPAC Proposals, and SPAC shall use its reasonable best efforts to hold the SPAC Shareholders' Meeting as soon as practicable after the date on which the Registration Statement becomes effective; *provided*, *that* SPAC may (or, upon the receipt of a request to do so from the Company, shall) postpone or adjourn the SPAC Shareholders' Meeting on one or more occasions for up to thirty (30) days in the aggregate (or, if earlier, until the Outside Date) upon the good faith determination by the SPAC Board that such postponement or adjournment is reasonably necessary to solicit additional proxies to obtain approval of the Required SPAC Proposals or otherwise take actions consistent with SPAC's obligations pursuant to Section 7.09. SPAC shall use its reasonable best efforts to obtain the approval of the Required SPAC Proposals at the SPAC Shareholders' Meeting, including by soliciting from its shareholders proxies as promptly as possible in favor of the Required SPAC Proposals, and shall take all other action necessary or advisable to secure the required vote or consent of its shareholders. The SPAC Board shall recommend to its shareholders that they approve the Required SPAC Proposals (the "**SPAC Recommendation**") and shall include the SPAC Recommendation in the Proxy Statement. Neither the SPAC Board nor any committee thereof shall: (i) withdraw, modify, amend or qualify (or propose to withdraw, modify, amend or qualify publicly) the SPAC Recommendation, or fail to include the SPAC Recommendation in the Proxy Statement; or (ii) approve, recommend or declare advisable (or publicly propose to do so) any SPAC Alternative Transaction.

(b) Notwithstanding (i) the making of any inquiry or proposal with respect to a SPAC Alternative Transaction or (ii) anything to the contrary contained herein, unless this Agreement has been earlier validly terminated in accordance with Section 9.01, (A) in no event shall SPAC or Merger Sub execute or enter into any agreement in principle, confidentiality agreement, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other written arrangement relating to any SPAC Alternative Transaction or terminate this Agreement in connection therewith and (B) SPAC and Merger Sub shall otherwise remain subject to the terms of this Agreement, including SPAC's obligation to use reasonable best efforts to obtain the approval of the Required SPAC Proposals at the SPAC Shareholders' Meeting in accordance with Section 7.04(a).

(c) Promptly following the execution of this Agreement, SPAC shall approve and adopt this Agreement and approve the Acquisition Merger and the other Transactions as the sole stockholder of Merger Sub.

Section 7.05 Access to Information; Confidentiality.

(a) From the date of this Agreement until the Acquisition Merger Effective Time, the Company and SPAC shall (and shall cause their respective subsidiaries to): (i) provide to the other party (and the other party's officers, directors, employees, accountants, consultants, legal counsel, agents and other representatives, collectively, "**Representatives**") reasonable access at reasonable times upon prior notice to the officers, employees, agents, properties, offices and other facilities of such party and its Subsidiaries and to the books and records thereof; and (ii) furnish promptly to the other party such information concerning the business, properties, contracts, assets, liabilities, personnel and other aspects of such party and its Subsidiaries as the other party or its Representatives may reasonably request. Notwithstanding the foregoing, neither the Company nor SPAC shall be required to provide access to or disclose information where the access or disclosure would eliminate the protection of attorney-client privilege or contravene applicable Law (it being agreed that the parties shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such elimination or contravention), any such access shall be conducted in a manner not to materially interfere with the businesses or operations of the Company or SPAC, as applicable, and in compliance with all measures implemented by Governmental Authorities in response to COVID-19.

(b) All information obtained by the parties pursuant to this Section 7.05 shall be kept confidential in accordance with the confidentiality agreement, dated September 22, 2021 (the "**Confidentiality Agreement**"), between SPAC and the Company.

(c) Notwithstanding anything in this Agreement to the contrary, each party (and its respective Representatives) may consult any Tax advisor as is reasonably necessary regarding the Tax treatment and Tax structure of the Transactions and may disclose to such advisor as if reasonably necessary, the intended Tax treatment and Tax structure of the Transactions and all materials (including any Tax analysis) that are provided relating to such treatment or structure, in each case in accordance with the Confidentiality Agreement.

Section 7.06 **Incentive Equity Plan; ESPP**. Prior to the Domestication Closing Date, the following plans shall be adopted, subject to approval of the shareholders of SPAC: (a) a 2022 Incentive Award Plan (the "**Omnibus Incentive Plan**"), which shall provide for (i) a share reserve no less than ten percent (10%) of the number of shares of fully-diluted Domesticated SPAC Common Stock outstanding immediately following the Acquisition Closing and (ii) for the first ten years of the term of the Omnibus Incentive Plan, an annual "evergreen" increase of not more than ten percent (10%) of the number of shares of Domesticated SPAC Common Stock outstanding as of each December 31 immediately prior to the date of such increase; and (b) an employee stock purchase plan (the "**ESPP**"), which shall provide for (i) purchase rights with respect to up to ten percent (10%) of the number of shares of fully-diluted Domesticated SPAC Common Stock outstanding immediately following the Acquisition Closing and (ii) for the first ten years of the term of the ESPP, an annual "evergreen" increase of not more than ten percent (10%) of the number of shares of Domesticated SPAC Common Stock outstanding as of each December 31 immediately prior to the date of such increase, in the case of each of (a) and (b), to be effective as of the Acquisition Closing or as otherwise set forth in the applicable plan document and with such other terms to be mutually agreed upon between SPAC and the Company, with deference to input from the Company Board. On the Acquisition Closing Date, the Domesticated SPAC shall file an effective registration statement on Form S-8 (or other applicable form) with respect to the Domesticated SPAC Common Stock issuable under the Omnibus Incentive Plan and the ESPP, and the Domesticated SPAC shall use reasonable best efforts to maintain the effectiveness of such registration statement(s) (and maintain the current status of the prospectus or prospectuses contained therein) for so long as awards granted pursuant to the Omnibus Incentive Plan and ESPP remain outstanding.

Section 7.07 **Directors' and Officers' Indemnification**.

(a) The certificate of incorporation and bylaws of the Domesticated SPAC shall contain provisions no less favorable with respect to indemnification, exculpation, advancement or expense reimbursement than are set forth in the charter or bylaws of the Company, which provisions shall not be amended, repealed or otherwise modified for a period of six years from the Acquisition Merger Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Acquisition Merger Effective Time, were directors, officers, employees, fiduciaries or agents of the Company (the "**D&O Indemnitees**"), unless such modification shall be required by applicable Law. The parties hereto further agree that with respect to the provisions of the charter, bylaws or limited liability company agreements of the Company Subsidiaries relating to indemnification, exculpation, advancement or expense reimbursement, such provisions shall not be amended, repealed or otherwise modified for a period of six years from the Acquisition Merger Effective Time in any manner that would affect adversely the rights thereunder of the D&O Indemnitees, unless such modification shall be required by applicable Law. For a period of six years from the Acquisition Merger Effective Time, the Domesticated SPAC shall indemnify and hold harmless each present and former director and officer of the Company or any Company Subsidiary against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Acquisition Merger Effective Time, whether asserted or claimed prior to, at or after the Acquisition Merger Effective Time, to the fullest extent that the Company would have been permitted under applicable Law, the Company Certificate of Incorporation or the bylaws of the Company, the charter, bylaws or limited liability company agreements of the Company Subsidiary, or any indemnification agreement in effect on the date of this Agreement to indemnify or exculpate such person (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law).

(b) The certificate of incorporation and bylaws of the Domesticated SPAC shall contain provisions no less favorable with respect to indemnification, exculpation, advancement or expense reimbursement than are set forth as of the date hereof in the charter or bylaws of SPAC and Merger Sub, which provisions shall not be amended, repealed or otherwise modified for a period of six years from the Acquisition Merger Effective Time in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Acquisition Merger Effective Time, were directors, officers, employees, fiduciaries or agents of SPAC (the "**SPAC D&O Indemnitees**"), unless such modification shall be required by applicable Law. The parties hereto further agree that with respect to the provisions of the charter or bylaws of SPAC as of the date hereof relating to indemnification, exculpation, advancement or expense reimbursement, such provisions shall not be amended, repealed or otherwise modified for a period of six years from the Acquisition Merger Effective Time in any manner that would affect adversely the rights thereunder of the SPAC D&O Indemnitees, unless such modification shall be required by applicable Law. For a period of six years from the Acquisition Merger Effective Time, the Domesticated SPAC shall indemnify and hold harmless each present and former director and officer of SPAC against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Acquisition Merger Effective Time, whether asserted or claimed prior to, at or after the Acquisition Merger Effective Time, to the fullest extent that SPAC would have been permitted under applicable Law, the SPAC Articles of Association, the certificate of incorporation or bylaws of Merger Sub, or any indemnification agreement in effect on the date of this Agreement to indemnify or exculpate such person (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law).

(c) For a period of six years from the Acquisition Merger Effective Time, the Domesticated SPAC shall maintain in effect directors' and officers' liability insurance ("**D&O Insurance**") covering those persons who are (i) currently covered by the Company's directors' and officers' liability insurance policy and (ii) at or after the Acquisition Closing Date on the board of directors of the Domesticated SPAC (true, correct and complete copies of which have been heretofore made available to SPAC or its agents or Representatives) (the "**Company D&O Insurance**") on terms not less favorable than the terms of such current insurance coverage, except that in no event shall the Domesticated SPAC be required to pay an annual premium for such insurance in excess of 300% of the aggregate annual premium payable by the Company for such insurance policy for the year ended December 31, 2021 (the "**Maximum Annual Premium**"). If the annual premiums of such insurance coverage exceed the Maximum Annual Premium, then the Domesticated SPAC will be obligated to obtain a policy with the greatest coverage available for a cost not exceeding the Maximum Annual Premium from an insurance carrier with the same or better credit rating as the Company's current directors' and officers' liability insurance carrier. Prior to the Acquisition Merger Effective Time, the Company may purchase a prepaid "tail" policy with respect to the Company D&O Insurance from an insurance carrier with the same or better credit rating as the Company's current directors' and officers' liability insurance carrier so long as the aggregate cost for such "tail" policy does not exceed the Maximum Annual Premium. If the Company elects to purchase such a "tail" policy prior to the Acquisition Merger Effective Time, the Domesticated SPAC will maintain such "tail" policy in full force and effect for a period of no less than six years after the Acquisition Merger Effective Time and continue to honor its obligations thereunder. If the Company is unable to obtain the "tail" policy and the Domesticated SPAC is unable to obtain the insurance described in this Section 7.07(c) for an amount less than or equal to the Maximum Annual Premium, the Domesticated SPAC will instead obtain as much comparable insurance as possible for an annual premium equal to the Maximum Annual Premium.

(d) Prior to the Acquisition Merger Effective Time, SPAC may purchase a prepaid "tail" policy (a "**SPAC Tail Policy**") with respect to the D&O Insurance covering those persons who are currently covered by SPAC's directors' and officers' liability insurance policies (the "**SPAC D&O Insurance**"). If SPAC elects to purchase such SPAC Tail Policy prior to the Acquisition Merger Effective Time, the Domesticated SPAC will maintain such SPAC Tail Policy in full force and effect for a period of no less than six years after the Acquisition Merger Effective Time and continue to honor SPAC's obligations thereunder.

(e) With respect to any claims that may be made under the Company D&O Insurance or the SPAC D&O Insurance or any applicable "tail" policies, (i) prior to the Acquisition Merger Effective Time, SPAC and the Company shall cooperate with the other party as reasonably requested by such other party, and (ii) after the Acquisition Merger Effective Time, the Domesticated SPAC shall cooperate with any person insured by such policies as reasonably requested by such person. For the avoidance of doubt, any D&O Insurance intended to cover claims arising out of or pertaining to matters existing or occurring after the Acquisition Merger Effective Time shall be an expense of the Domesticated SPAC following the Acquisition Closing.

(f) The provisions of this Section 7.07 (i) are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnitee and each SPAC D&O Indemnitee, in each case, who is an intended third-party beneficiary of this Section 7.07; and (ii) are in addition to any rights such D&O Indemnitees or SPAC D&O Indemnitees may have under the certificate of incorporation and bylaws of the Domesticated SPAC or its Subsidiaries, as the case may be, or under any applicable Contracts or Laws and not intended to, nor shall be construed or shall release or impair any rights to directors' and officers' insurance claims under any policy that is or has been in existence with respect to SPAC, the Domesticated SPAC or their respective Subsidiaries for any of their respective directors, officers or other employees (it being understood and agreed that the indemnification provided for in this Section 7.07 is not prior to or in substitution of any such claims under such policies).

(g) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.07 shall survive the consummation of the Merger Steps indefinitely and shall be binding, jointly and severally, on the Domesticated SPAC and all successors and assigns of the Domesticated SPAC. In the event the Domesticated SPAC or any of its successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provisions shall be made so that the successors and assigns of the Domesticated SPAC shall assume, at and as of the closing of the applicable transaction referred to in this Section 7.07(g) all of the obligations set forth in this Section 7.07.

(h) On the Acquisition Closing Date, the Domesticated SPAC shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and SPAC with the directors and officers of SPAC following the Acquisition Closing, which indemnification agreements shall continue to be effective following the Acquisition Closing. For the avoidance of doubt, the indemnification agreements with the directors and officers of SPAC prior to the Acquisition Closing in effect as of the date hereof and listed in Section 7.07(h) of the SPAC Disclosure Schedule shall continue to be effective following the Acquisition Closing, and the Domesticated SPAC shall continue to honor SPAC's obligations thereunder.

Section 7.08 Notification of Certain Matters. The Company shall give prompt notice to SPAC, and SPAC shall give prompt notice to the Company, of any event which a party becomes aware of between the date of this Agreement and the Acquisition Closing (or the earlier termination of this Agreement in accordance with Article IX), the occurrence, or non-occurrence of which causes or would reasonably be expected to cause any of the conditions set forth in Article VIII to fail.

Section 7.09 Further Action; Reasonable Best Efforts.

(a) Upon the terms and subject to the conditions of this Agreement, each of the parties hereto shall use its reasonable best efforts to take, or cause to be taken, appropriate action, and to do, or cause to be done, such things as are necessary, proper or advisable under applicable Laws or otherwise, and each shall cooperate with the other, to consummate and make effective the Transactions, including using its reasonable best efforts to obtain all permits, consents, approvals, authorizations, qualifications and orders of, and the expiration or termination of waiting periods by, Governmental Authorities and parties to contracts with the Company and the Company Subsidiaries as set forth in Section 4.05 necessary for the consummation of the Transactions and to fulfill the conditions to the Merger Steps. In case, at any time after the Acquisition Merger Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each party shall use their reasonable best efforts to take all such action.

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

(c) Notwithstanding the generality of the foregoing, SPAC shall use its reasonable best efforts to consummate the Private Placement in accordance with the Subscription Agreements, including using its reasonable best efforts to enforce its rights under the Subscription Agreements to cause the PIPE Investors to pay to (or as directed by) SPAC the applicable purchase price under each PIPE Investor's applicable Subscription Agreement in accordance with its terms, and the Company shall use its reasonable best efforts to cooperate with SPAC in such efforts. SPAC shall not, without the prior written consent of the Company (such consent not to be unreasonably withheld, delayed or conditioned), permit or consent to any amendment, supplement or modification to or any waiver (in whole or in part) of any provision or remedy under, or any replacements of, any Subscription Agreement.

(d) Prior to the Acquisition Closing, the Company shall have delivered to SPAC copies of notices sent to third parties, set forth in Section 7.09(d) of the Company Disclosure Schedule, in each case in a form reasonably acceptable to SPAC.

Section 7.10 **Public Announcements**. The initial press release relating to this Agreement shall be a joint press release the text of which has been agreed to by each of SPAC and the Company. Thereafter, between the date of this Agreement and the Acquisition Closing Date (or the earlier termination of this Agreement in accordance with ARTICLE IX) unless otherwise prohibited by applicable Law or the requirements of the Nasdaq Capital Market, each of SPAC and the Company shall each use its reasonable best efforts to consult with each other before issuing any press release or otherwise making any public statements (including through social media platforms) with respect to this Agreement, the Merger Steps or any of the other Transactions, and shall not issue any such press release or make any such public statement (including through social media platforms) without the prior written consent of the other party; *provided* that no party shall be required to obtain consent pursuant to this Section 7.10 to the extent any proposed release or statement is substantially equivalent to the information that has previously been made public without breach of the obligation under this Section 7.10. Furthermore, nothing contained in this Section 7.10 shall prevent SPAC or the Company and/or its respective affiliates from furnishing customary or other reasonable information concerning the Transactions to their investors and prospective investors that is substantively consistent with public statements previously consented to by the other party in accordance with this Section 7.10.

Section 7.11 **Stock Exchange Listing**. Each of SPAC and the Company will use its reasonable best efforts to cause the Domesticated SPAC Common Stock to be issued in connection with the Transactions (including the Domesticated SPAC Common Stock to be issued in the Private Placements and the Earnout Shares and Management Earnout Shares, as applicable) and the Assumed SPAC Warrants (and the Domesticated SPAC Common Stock issuable upon exercise thereof) to be approved for listing on the Nasdaq Capital Market at the Acquisition Closing. During the period from the date hereof until the Domestication Closing, SPAC shall use its reasonable best efforts to keep the SPAC Units, SPAC Ordinary Shares and SPAC Warrants listed for trading on the Nasdaq Capital Market.

Section 7.12 **Antitrust**.

(a) To the extent required under any Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade, including the HSR Act ("**Antitrust Laws**"), each party hereto agrees to promptly make any required filing or application under Antitrust Laws, as applicable, and with respect to the HSR Act make any required filings no later than ten (10) Business Days after the date of this Agreement. The parties hereto agree to supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to Antitrust Laws and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods or obtain required approvals, as applicable under Antitrust Laws as soon as practicable, including by requesting early termination of the waiting period provided for under the HSR Act.

(b) SPAC and the Company each shall, in connection with its efforts to obtain all requisite approvals and expiration or termination of waiting periods for the Transactions under any Antitrust Law, use its reasonable best efforts to: (i) cooperate in all respects with each other party or its affiliates in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private person; (ii) keep the other reasonably informed of any communication received by such party from, or given by such party to, any Governmental Authority and of any communication received or given in connection with any proceeding by a private person, in each case regarding any of the Transactions, and promptly furnish the other with copies of all such written communications (with the exception of the filings, if any, submitted under the HSR Act); (iii) permit the other to review in advance any written communication to be given by it to, and consult with each other in advance of any meeting or video or telephonic conference with, any Governmental Authority or, in connection with any proceeding by a private person, with any other person, and to the extent permitted by such Governmental Authority or other person, give the other the opportunity to attend and participate in such in person, video or telephonic meetings and conferences; (iv) in the event a party is prohibited from participating in or attending any in person, video or telephonic meetings or conferences, the other shall keep such party promptly and reasonably apprised with respect thereto; and (v) use reasonable best efforts to cooperate in the filing of any memoranda, white papers, filings, correspondence or other written communications explaining or defending the Transactions, articulating any regulatory or competitive argument, and/or responding to requests or objections made by any Governmental Authority; *provided*, *that* materials required to be provided pursuant to this Section 7.12(b) may be restricted to outside counsel and may be redacted (vi) to remove references concerning the valuation of the Company, and (vii) as necessary to comply with contractual arrangements.

(c) No party hereto shall take any action that could reasonably be expected to adversely affect or materially delay the approval of any Governmental Authority, or the expiration or termination of any waiting period under Antitrust Laws, including by agreeing to merge with or acquire any other person or acquire a substantial portion of the assets of or equity in any other person. The parties hereto further covenant and agree, with respect to a threatened or pending preliminary or permanent injunction or other order, decree or ruling or statute, rule, regulation or executive order that would adversely affect the ability of the parties to consummate the Transactions, to use reasonable best efforts to prevent or lift the entry, enactment or promulgation thereof, as the case may be.

Section 7.13 **Trust Account**. As of the Acquisition Merger Effective Time, the obligations of SPAC to dissolve or liquidate within a specified time period as contained in the SPAC Articles of Association will be terminated and SPAC shall have no obligation whatsoever to dissolve and liquidate the assets of SPAC by reason of the consummation of the Merger Steps or otherwise, and no shareholder of SPAC shall be entitled to receive any amount from the Trust Account. At least 72 hours prior to the Acquisition Merger Effective Time, SPAC shall provide notice to the Trustee in accordance with the Trust Agreement and shall deliver any other documents, opinions or notices required to be delivered to the Trustee pursuant to the Trust Agreement and cause the Trustee prior to the Acquisition Merger Effective Time to, and the Trustee shall thereupon be obligated to, transfer all funds held in the Trust Account to SPAC (to be held as available cash for immediate use on the balance sheet of SPAC, and to be used (a) to pay unpaid Company Transaction Expenses and unpaid SPAC Transaction Expenses and (b) thereafter, for working capital and other general corporate purposes of the business following the Acquisition Closing) and thereafter shall cause the Trust Account and the Trust Agreement to terminate.

Section 7.14 **Tax Matters**.

(a) This Agreement is intended to constitute, and the parties hereto hereby adopt this Agreement as, a "plan of reorganization" within the meaning of Treasury Regulation Sections 1.368-2(g) and 1.368-3(a). Each of SPAC, the Domesticated SPAC, Merger Sub, the Company and the Company Subsidiaries shall (i) use its respective reasonable best efforts to: (A) cause the Domestication to qualify as a "reorganization" within the meaning of Section 368(a)(1)(F) of the Code to which SPAC is a party within the meaning of Section 368(b) of the Code, (B) cause the Acquisition Merger to qualify as a "reorganization" within the meaning of Section 368(a) of the Code to which the Domesticated SPAC, Merger Sub and the Company are parties within the meaning of Section 368(b) of the Code, and (C) not (and not permit or cause any of their affiliates, subsidiaries or Representatives to) take any action which to its knowledge could reasonably be expected to materially prevent or impede the Domestication or the Acquisition Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code as described above, and (ii) report each of the Domestication and the Acquisition Merger as a "reorganization" within the meaning of Section 368(a) of the Code as described above unless otherwise required by Law or pursuant to a "determination" within the meaning of Section 1313(a) of the Code, including attaching the statement described in Treasury Regulations Section 1.368-3(a) on or with its Tax Return for the taxable year of the Acquisition Merger. Each of SPAC and the Company will use its reasonable best efforts to reasonably cooperate with one another and their respective Tax advisors in connection with the issuance to SPAC or the Company of advice or an opinion relating to the Tax consequences of the Transactions, including using reasonable best efforts to deliver to the relevant Tax advisor a certificate (dated as of the necessary date and signed by an officer of SPAC or the Company, or their respective affiliates, as applicable) containing such customary representations as are reasonably necessary or appropriate for such purposes. To the extent any Company Warrants will be repurchased or otherwise settled in cash in connection with the Transactions (or immediately prior to the Transactions), SPAC and the Company agree that the cash consideration for such settlement shall be furnished by solely the Company (and not by SPAC, Merger Sub, or the Domesticated SPAC), and the Company and SPAC will cooperate to document such arrangement. Notwithstanding anything to the contrary herein, if, after the date hereof but prior to receipt of the approval of the Required SPAC Proposals, the Company and SPAC mutually determine (acting reasonably and in good faith) that either Merger Step is not expected to qualify as a "reorganization" within the meaning of Section 368(a) of the Code, the parties to this Agreement shall use commercially reasonable efforts to restructure the transactions contemplated hereby (such restructured transactions, the "**Alternative Transaction Structure**") in a manner that is reasonably expected to cause the Alternative Transaction Structure to so qualify or, where such may not be possible, to minimize the aggregate amount of gain recognized for U.S. federal income Tax purposes as a result of the Merger Steps, including, with respect to the Acquisition Merger, by adding a merger to take place immediately after the Acquisition Merger whereby the Surviving Subsidiary Corporation in the Acquisition Merger would merge with and into another wholly owned subsidiary of the Domesticated SPAC that is a limited liability company disregarded as separate from the Domesticated SPAC for U.S. federal income Tax purposes, with the new wholly owned subsidiary of the Domesticated SPAC being the surviving company in such merger.

(b) All transfer, documentary, sales, use, real property transfer, stamp, registration and other similar Taxes, fees and costs incurred in connection with this Agreement ("**Transfer Taxes**") shall be paid by the Domesticated SPAC and shall be deemed to be SPAC Transaction Expenses for purposes of this Agreement.

(c) At least five (5) days prior to the Acquisition Closing, the Company shall deliver to SPAC, in a form reasonably acceptable to SPAC, a properly executed certification that shares of Company Common Stock are not "United States real property interests" within the meaning of Section 897(C) of the Code in accordance with Treasury Regulation Section 1.1445-2(c)(3), together with a notice to the IRS (which shall be filed by the Domesticated SPAC with the IRS at or following the Acquisition Closing) in accordance with the provisions of Section 1.897-2(h)(2) of the Treasury Regulations. In no way will any failure to deliver the certifications described in this Section 7.14(c) give rise to any failure of the conditions to closing described in Article VIII.

Section 7.15 Directors. The Company and SPAC shall take all necessary action so that immediately after the Acquisition Merger Effective Time, the board of directors of the Domesticated SPAC is comprised of seven (7) directors and two (2) non-voting board observers, which shall initially include (a) four (4) "independent" director nominees set forth on Schedule C-1 (and to the extent that Schedule C-1 does not list four (4) "independent" director nominees, the remaining number of "independent" director nominees shall be mutually designated by SPAC and the Company; *provided that*, to the extent that an agreement cannot be reached by SPAC and the Company within thirty (30) days of the date of this Agreement, such individuals shall be designated by the Company pursuant to written notice to SPAC following such date), (b) one (1) director nominee set forth on Schedule C-1 who shall have an initial three (3) year term (and to the extent that Schedule C-1 does not list one (1) such director nominee, such nominee shall be mutually designated by SPAC and the Company; *provided that*, to the extent that an agreement cannot be reached by SPAC and the Company within thirty (30) days of the date of this Agreement, such individual shall be designated by SPAC pursuant to written notice to the Company following such date), (c) two (2) director nominees designated by the Company and (d) the two (2) non-voting observer nominees set forth on Schedule C-2 (or otherwise designated by the Sponsor from time to time), who shall each have an initial three (3) year term, renewing annually thereafter.

Section 7.16 **SPAC Public Filings**. From the date hereof through the Acquisition Closing, SPAC will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Laws.

Section 7.17 **Audited Financial Statements**. If the mailing of the Merger Materials pursuant to Section 7.02(a) has not occurred prior to February 14, 2022 and this Agreement has not been earlier terminated pursuant to Section 9.01, the Company shall use its reasonable best efforts to deliver to SPAC as promptly as practicable after March 15, 2022 true and complete copies of the audited consolidated balance sheet of the Company and the Company Subsidiaries as of December 31, 2021, and the related audited consolidated statements of operations and cash flows of the Company and the Company Subsidiaries for the year then ended, each audited in accordance with the auditing standards of the PCAOB (collectively, the "**Audited Financial Statements**"); provided, that upon delivery of the Audited Financial Statements, the representations and warranties set forth in Section 4.07 shall be deemed to apply to the Audited Financial Statements in the same manner as the Financial Statements, *mutatis mutandis*, with the same force and effect as if made as of the date of this Agreement.

Section 7.18 **Litigation**.

(a) In the event that any litigation related to this Agreement or the transactions contemplated hereby is brought, or, to the knowledge of SPAC, threatened in writing, against SPAC or the SPAC Board by any of SPAC's shareholders prior to the Acquisition Closing, SPAC shall promptly notify the Company of any such litigation and keep the Company reasonably informed with respect to the status thereof. SPAC shall provide the Company the opportunity to participate in (subject to a customary joint defense agreement), but not control, the defense of any such litigation, shall give due consideration to the Company's advice with respect to such litigation and shall not settle or agree to settle any such litigation without the prior written consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed.

(b) With respect to (i) any Action disclosed in Section 4.09 of the Company Disclosure Schedule or (ii) any Action brought after the date of this Agreement that would have been required to be disclosed in Section 4.09 of the Company Disclosure Schedule had such Action been brought prior to the date of this Agreement, the Company shall, (x) to the extent not already disclosed in Section 4.09 of the Company Disclosure Schedule, promptly notify SPAC of any such Action and (y) keep SPAC reasonably informed with respect to the status of any such Action and provide SPAC with all material correspondence, pleadings and updates regarding such Action. The Company shall consult with SPAC regarding the defense of any such Action (including regarding the choice of any counsel to defend such Action to the extent counsel has not already been engaged with respect to such Action prior to the date of this Agreement), shall give due consideration to SPAC's advice with respect to such litigation and shall not settle or agree to settle any such Action without the prior written consent of SPAC, such consent not to be unreasonably withheld, conditioned or delayed.

Section 7.19 **Company Community Shares**. As promptly as practicable following the date of this Agreement, and in all events prior to the date upon which the Registration Statement is declared effective, the Company shall determine, following reasonable consultation with SPAC, (i) whether to distribute Company Community Shares and (ii) the number of Company Community Shares (up to the Company Community Share Amount) to be distributed. The Company and SPAC shall determine the appropriate mechanism for distributing the Company Community Shares and the persons to whom such Company Community Shares shall be distributed. If the Company determines that the Company Community Shares will be distributed, (x) SPAC and the Company shall cooperate in good faith to include the registration of the Company Community Shares on the Registration Statement and (y) no later than ten (10) Business Days prior to the expected date of the Acquisition Closing, the Company shall deliver to SPAC a written notice setting forth the mechanism for distributing the Company Community Shares and the persons to whom such Company Community Shares shall be distributed. For the avoidance of doubt, nothing in this Agreement shall create any right to receive any Company Community Shares, or any obligation of the Company, SPAC or Domesticated SPAC to issue or register any Company Community Shares, and no person other than the parties hereto shall be a third-party beneficiary of this Agreement with respect to the Company Community Shares.

Section 7.20 **Management Earnout RSUs**. Promptly following the date hereof, the Company shall issue Management Earnout RSUs to the individuals and in the amounts set forth in Section 7.20 of the Company Disclosure Schedule.

Section 7.21 **PPP Loan**(a). Prior to the Acquisition Closing, the Company shall, at the Company's option, either (x) request and receive consent from the PPP Lender to the Transactions (or, to the extent no consent is required, deliver notice to the PPP Lender of the Transactions) or (y) repay in full the PPP Loan and any other loan outstanding under the Paycheck Protection Program, in full compliance with the CARES Act and any other applicable Law, in which case, the Company shall deliver to SPAC payoff and release letters from the holders of such debt that (i) reflect the amounts required to pay in full such debt and (ii) provide that, upon payment in full of the amounts indicated, all Liens with respect to the assets of the Company and the Company Subsidiaries shall be terminated and of no further force and effect.

Section 7.22 **Terminations and Releases**.

(a) Upon or prior to the Acquisition Closing, the Company shall deliver to SPAC evidence reasonably satisfactory to SPAC of the terminations, each effective as of the Acquisition Closing, of the Company Voting Agreement, the Investors' Rights Agreement, the Right of First Refusal and Co-Sale Agreement, and except as set forth in Section 4.20(c) of the Company Disclosure Schedule, each Side Letter Agreement.

(b) Upon or prior to the Acquisition Closing, the Company shall deliver to SPAC evidence reasonably satisfactory to SPAC of the release of all Liens (other than Permitted Liens) set forth in Section 7.22(b) of the Company Disclosure Schedule, including appropriate UCC termination statements.

Section 7.23 **SPAC Cash**. Immediately prior to the Acquisition Closing, SPAC shall have the right to distribute any cash on hand of SPAC (excluding, for the avoidance of doubt, funds in the Trust Fund) to the SPAC Founder Shareholders unless such distribution would cause the condition in Section 8.03(f) to be not satisfied. In the event that SPAC does not distribute such cash to the SPAC Founder Shareholders immediately prior to the Acquisition Closing, such cash shall be held in SPAC for the benefit of the SPAC Founder Shareholders and SPAC shall remit such cash to the SPAC Founder Shareholders on the Acquisition Closing Date.

ARTICLE VIII

CONDITIONS TO THE MERGER STEPS

Section 8.01 **Conditions to the Obligations of Each Party for the Acquisition Closing**. The obligations of the Company, SPAC and Merger Sub to consummate the Transactions, including the Merger Steps, are subject to the satisfaction or waiver (where permissible) at or prior to the Acquisition Merger Effective Time of the following conditions:

(a) **Written Consent**. The Written Consent, constituting the Requisite Company Stockholder Approval, shall have been delivered to SPAC.

(b) **SPAC Shareholders' Approval**. The Required SPAC Proposals shall have been approved and adopted by the requisite affirmative vote of the shareholders of SPAC in accordance with the Proxy Statement, the DGCL, the Companies Act, the SPAC Articles of Association and the rules and regulations of the Nasdaq Capital Market.

(c) **No Order**. No Governmental Authority shall have enacted, issued, enforced or entered any Law or Governmental Order which is then in effect and has the effect of making the Transactions, including the Merger Steps, illegal or otherwise prohibiting consummation of the Transactions, including the Merger Steps.

(d) **HSR**. All required filings under the HSR Act shall have been completed and any applicable waiting period (and any extension thereof) applicable to the consummation of the Transactions under the HSR Act (and any extension thereof, or any timing agreements, understandings or commitments obtained by request or other action of the Antitrust Division of the U.S. Department of Justice or the U.S. Federal Trade Commission, as applicable) shall have expired or been terminated.

(e) **Registration Statement**. The Registration Statement shall have been declared effective under the Securities Act. No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for purposes of suspending the effectiveness of the Registration Statement shall have been initiated or be threatened by the SEC.

(f) **Stock Exchange Listing**. The shares of Domesticated SPAC Common Stock to be issued pursuant to this Agreement (including the Earnout Shares and the Management Earnout Shares) and the Subscription Agreements and the Assumed SPAC Warrants (and the Domesticated SPAC Common Stock issuable upon exercise thereof) shall have been approved for listing on the Nasdaq Capital Market, or another national securities exchange mutually agreed to by the parties, as of the Acquisition Closing Date, subject only to official notice of issuance thereof.

(g) **SPAC Net Tangible Assets**. Either SPAC shall have at least $5,000,001 of net tangible assets following the exercise of Redemption Rights in accordance with the SPAC Organizational Documents and after giving effect to the Financing and Private Placements or SPAC's Ordinary Shares shall not constitute "penny stock" as such term is defined in Rule 3a51-1 of the Exchange Act.

(h) **Domestication Closing**. The Domestication Closing shall have been completed as provided in Section 2.02(b).

Section 8.02 Conditions to the Obligations of SPAC and Merger Sub. The obligations of SPAC and Merger Sub to consummate the Transactions, including the Merger Steps, are subject to the satisfaction or waiver (where permissible) at or prior to the Acquisition Merger Effective Time of the following additional conditions:

(a) **Representations and Warranties**. The representations and warranties of the Company contained in (i) Section 4.01, Section 4.03 (other than clauses (a), (b), (c) and (g) thereof, which are subject to clause (iii) below), Section 4.04 and Section 4.24 shall each be true and correct in all material respects as of the date hereof and the Acquisition Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such specified date), (ii) Section 4.08(b)(iii) shall be true and correct in all respects as of the date hereof and the Acquisition Merger Effective Time, (iii) Section 4.03(a), Section 4.03(b), Section 4.03(c) and Section 4.03(g) shall be true and correct in all respects as of the date hereof and the Acquisition Merger Effective Time as though made on and as of such date (except to the extent of any changes that reflect actions permitted in accordance with Section 6.01 and except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such specified date), in all but *de minimis* respects and (iv) the other provisions of Article IV shall be true and correct in all respects (without giving effect to any "materiality," "Company Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the date hereof and the Acquisition Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date), except where the failures of any such representations and warranties to be so true and correct, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) **Agreements and Covenants**. The Company shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Acquisition Merger Effective Time.

(c) **No Material Adverse Effect.** There shall not have occurred any Company Material Adverse Effect after the date of this Agreement the material adverse effects of which are continuing.

(d) **Officer Certificate**. The Company shall have delivered to SPAC a certificate, dated as of the Acquisition Closing Date, signed by an officer of the Company, certifying as to the satisfaction of the conditions specified in Section 8.02(a), Section 8.02(b) and Section 8.03(c).

Section 8.03 Conditions to the Obligations of the Company. The obligations of the Company to consummate the Transactions, including the Merger Steps, are subject to the satisfaction or waiver (where permissible) at or prior to the Acquisition Merger Effective Time of the following additional conditions:

(a) **Representations and Warranties**. The representations and warranties of SPAC and Merger Sub contained in (i) Section 5.01, Section 5.03(b), Section 5.03(c), Section 5.04 and Section 5.11 shall each be true and correct in all material respects as of the date hereof and the Acquisition Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such specified date), (ii) Section 5.08(f)(iii) shall be true and correct in all respects as of the date hereof and the Acquisition Merger Effective Time, (iii) Section 5.03(a) and Section 5.03(d) shall be true and correct in all respects as of the date hereof and the Acquisition Merger Effective Time as though made on and as of such date (except to the extent of any changes that reflect actions permitted in accordance with Section 6.02 and except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such specified date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, be reasonably expected to result in more than an immaterial additional cost, expense or liability to the Company, SPAC, Merger Sub or their affiliates and (iv) the other provisions of Article V shall be true and correct in all respects (without giving effect to any "materiality," "SPAC Material Adverse Effect" or similar qualifiers contained in any such representations and warranties) as of the date hereof and the Acquisition Merger Effective Time as though made on and as of such date (except to the extent that any such representation or warranty expressly is made as of an earlier date, in which case such representation and warranty shall be so true and correct as of such earlier date), except where the failures of any such representations and warranties to be so true and correct, individually or in the aggregate, have not had and would not reasonably be expected to have a SPAC Material Adverse Effect.

(b) **Agreements and Covenants**. SPAC and Merger Sub shall have performed or complied in all material respects with all other agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Acquisition Merger Effective Time; *provided*, *that* for purposes of this Section 8.03(b), a covenant or agreement of SPAC or Merger Sub shall only be deemed to have not been performed if SPAC or Merger Sub, as applicable, has materially breached such covenant or agreement and failed to cure within five (5) days after written notice of such breach has been delivered to SPAC (or if earlier, the Outside Date).

(c) **Officer Certificate**. SPAC shall have delivered to the Company a certificate, dated as of the Acquisition Closing Date, signed by the Chief Executive Officer of SPAC, certifying as to the satisfaction of the conditions specified in Section 8.03(a) and Section 8.03(b).

(d) **Trust Fund**. SPAC shall have made all necessary and appropriate arrangements with the Trustee to have all of the funds in the Trust Fund disbursed to SPAC prior to the Acquisition Merger Effective Time, and all such funds released from the Trust Account shall be available to SPAC in respect of all or a portion of the payment obligations set forth in Section 7.13 and the payment of SPAC's fees and expenses incurred in connection with this Agreement and the Transactions.

(e) **Redemption**. SPAC shall have provided the holders of Domesticated SPAC Common Stock with the opportunity to redeem their Domesticated SPAC Common Stock in connection with the Transactions.

(f) **Minimum Cash**. Immediately after giving effect to the consummation of the Transactions on the Acquisition Closing Date (including the Financing and the Private Placements), SPAC and/or the Company (including any of the Company Subsidiaries) shall have cash on hand of at least $30,000,000 (pro forma for any payments required to be made in connection with the consummation of the Transactions (assuming all Company Transaction Expenses and SPAC Transaction Expenses are properly invoiced (whether or not so invoiced)).

(g) **Non-Continuing SPAC Officers and Directors**. Those SPAC officers and directors set forth on Exhibit F shall have resigned or otherwise been removed effective as of or prior to the Acquisition Closing.

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

Section 9.01 Termination. This Agreement may be terminated and the Merger Steps and the other Transactions may be abandoned at any time prior to the Acquisition Merger Effective Time, notwithstanding any requisite approval and adoption of this Agreement and the Transactions by the stockholders of the Company or SPAC, as follows:

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

(b) by either SPAC or the Company if the Acquisition Merger Effective Time shall not have occurred prior to August 8, 2022 (the "**Outside Date**"); *provided*, *however*, that this Agreement may not be terminated under this Section 9.01(b) by or on behalf of any party that either directly or indirectly through its affiliates is in breach or violation of any representation, warranty, covenant, agreement or obligation contained herein and such breach or violation is the principal cause of the failure of a condition set forth in Article VIII on or prior to the Outside Date;

(c) by either SPAC or the Company if any Governmental Order has become final and nonappealable and has the effect of making consummation of the Transactions, including the Merger Steps, illegal or otherwise preventing or prohibiting consummation of the Transactions, the Merger Steps;

(d) by either SPAC or the Company if any of the Required SPAC Proposals shall fail to receive the requisite vote for approval at the SPAC Shareholders' Meeting (subject to any adjournment, postponement or recess of such meeting);

(e) by SPAC, in the event of a Written Consent Failure; *provided*, that SPAC may not terminate this Agreement under this Section 9.01(e) for so long as the Company continues to exercise its reasonable efforts to cure such Written Consent Failure, unless such Written Consent Failure is not cured within five (5) Business Days after notice of such Written Consent Failure is provided by SPAC to the Company;

(f) by SPAC upon a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, or if any representation or warranty of the Company shall have become untrue, in either case such that the conditions set forth in Sections 8.02(a) and 8.02(b) would not be satisfied ("**Terminating Company Breach**"); *provided*, *that* SPAC has not waived such Terminating Company Breach and SPAC and Merger Sub are not then in material breach of their representations, warranties, covenants or agreements in this Agreement; *provided*, *further*, that, if such Terminating Company Breach is curable by the Company, SPAC may not terminate this Agreement under this Section 9.01(f) for so long as the Company continues to exercise its reasonable efforts to cure such breach, unless such breach is not cured within thirty (30) days after notice of such breach is provided by SPAC to the Company; or

(g) by the Company upon a breach of any representation, warranty, covenant or agreement on the part of SPAC or Merger Sub set forth in this Agreement, or if any representation or warranty of SPAC or Merger Sub shall have become untrue, in either case such that the conditions set forth in Sections 8.03(a) and 8.03(b) would not be satisfied ("**Terminating SPAC Breach**"); *provided*, *that* the Company has not waived such Terminating SPAC Breach and the Company is not then in material breach of its representations, warranties, covenants or agreements in this Agreement; *provided*, *further*, that, if such Terminating SPAC Breach is curable by SPAC and Merger Sub, the Company may not terminate this Agreement under this Section 9.01(g) for so long as SPAC and Merger Sub continue to exercise their reasonable efforts to cure such breach, unless such breach is not cured within thirty (30) days after notice of such breach is provided by the Company to SPAC.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 9.01, this Agreement shall forthwith become void, and there shall be no liability under this Agreement on the part of any party hereto, except as set forth in Section 7.05(b) (Continued Effect of Confidentiality Agreement), this Section 9.02 (Effect of Termination) and Article X (General Provisions) and any corresponding definitions set forth in Article I, or in the case of termination subsequent to fraud or a willful material breach of this Agreement by a party hereto occurring prior to such termination.

Section 9.03 Expenses. Except as set forth in this Section 9.03 or elsewhere in this Agreement (including but not limited to Section 2.06), all expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such expenses, whether or not the Merger Steps or any other Transaction is consummated. For the avoidance of doubt, subject to the consummation of the Transactions, the Surviving Subsidiary Corporation shall bear and shall pay or cause to paid: (a) all Company Transaction Expenses and (b) all SPAC Transaction Expenses up to $13,000,000.

Section 9.04 **Amendment**. This Agreement may be amended in writing by the parties hereto at any time prior to the Acquisition Merger Effective Time. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. Notwithstanding anything to the contrary contained herein, Section 6.03, Section 10.05, Section 10.11 and Section 10.13 (and any other provision of this Agreement to the extent an amendment, supplement, waiver or other modification of such provision would modify the substance of such Sections) may not be amended, supplemented, waived or otherwise modified in any manner that impacts or is otherwise adverse in any respect to the Debt Financing Sources without the prior written consent of the Debt Financing Sources.

Section 9.05 **Waiver**. At any time prior to the Acquisition Merger Effective Time, (a) SPAC may (i) extend the time for the performance of any obligation or other act of the Company, (ii) waive any inaccuracy in the representations and warranties of the Company contained herein or in any document delivered by the Company pursuant hereto and (iii) waive compliance with any agreement of the Company or any condition to its own obligations contained herein and (b) the Company may (i) extend the time for the performance of any obligation or other act of SPAC or Merger Sub, (ii) waive any inaccuracy in the representations and warranties of SPAC or Merger Sub contained herein or in any document delivered by SPAC or Merger Sub pursuant hereto and (iii) waive compliance with any agreement of SPAC or Merger Sub or any condition to its own obligations contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

ARTICLE X

GENERAL PROVISIONS

Section 10.01 **Notices**. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by email or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.01):

if to SPAC or Merger Sub:

CHW Acquisition Corporation
2 Manhattanville Road, Suite 403
Purchase, NY 10577
Attention: Jonah Raskas
Email: jonah@chwacquisitioncorp.com

with a copy to:

McDermott Will & Emery LLP
One Vanderbilt Avenue
New York, NY 10017
Attention: Ari Edelman
Harold Davidson
Email: aedelman@mwe.com
hdavidson@mwe.com

if to the Company, to:

Wag Labs, Inc.
55 Francisco Street, Suite 360
San Francisco, CA 94133
Attention: Nicholas Yu
Email: nicholas.yu@wagwallking.com

with copies to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York NY 10006
Attention: James E. Langston
Adam Brenneman
Charles W. Allen
Email: jlangston@cgsh.com
abrenneman@cgsh.com
callen@cgsh.com

Section 10.02 Nonsurvival of Representations, Warranties and Covenants. None of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Acquisition Closing and all such representations, warranties, covenants, obligations or other agreements shall terminate and expire upon the occurrence of the Acquisition Closing (and there shall be no liability after the Acquisition Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Acquisition Closing and then only with respect to any breaches occurring after the Acquisition Closing and (b) this Article X and any corresponding definitions set forth in Article I.

Section 10.03 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 10.04 Entire Agreement; Assignment. This Agreement and the Ancillary Agreements constitute the entire agreement among the parties with respect to the subject matter hereof and supersede, except as set forth in Section 7.05(b), all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof, except for the Confidentiality Agreement. This Agreement shall not be assigned (whether pursuant to a merger, by operation of Law or otherwise) by any party without the prior express written consent of the other parties hereto.

Section 10.05 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, other than (a) Section 3.03(c), Section 7.07, Section 7.23, Section 10.11 and Section 10.12 (each of which is intended to be for the benefit of the persons covered thereby and may be enforced by such persons), (b) Section 3.05 and Section 7.15 (each of which is intended to be for the benefit of the persons covered thereby and may be enforced by such persons and the Sponsor), (c) Section 6.03, Section 9.04, Section 10.05, Section 10.11 and Section 10.13 (each of which is intended to be for the benefit of the Debt Financing Sources covered thereby and may be enforced by such persons), and (d) Section 9.03 (which is intended to be for the benefit of the persons covered thereby and which may be enforced by the Sponsor), in each case of the foregoing taken together with this Article X and any corresponding definitions set forth in Article I.

Section 10.06 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Delaware Court of Chancery; *provided*, *that* if jurisdiction is not then available in the Delaware Court of Chancery, then any such legal Action may be brought in any federal court located in the State of Delaware or any other Delaware state court. The parties hereto hereby (a) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) agree not to commence any Action relating thereto except in the courts described above in Delaware, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Agreement or the Transactions, (c) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (d) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (e) that (i) the Action in any such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 10.07 Waiver of Jury Trial. Each of the parties hereto hereby waives to the fullest extent permitted by applicable Law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or the Transactions. Each of the parties hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other hereto have been induced to enter into this Agreement and the Transactions, as applicable, by, among other things, the mutual waivers and certifications in this Section 10.07.

Section 10.08 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.09 Counterparts. This Agreement may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 10.10 Specific Performance.

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

(b) Notwithstanding anything to the contrary in this Agreement, if prior to the Outside Date any party initiates an Action to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, then the Outside Date will be automatically extended by: (A) the amount of time during which such Action is pending plus 20 Business Days; or (B) such other time period established by the court presiding over such Action.

Section 10.11 No Recourse. All claims, obligations, liabilities, or causes of action (whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement or the other Transaction Documents, or the negotiation, execution, or performance or non-performance of this Agreement or the other Transaction Documents (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement or the other Transaction Documents), may be made only against (and such representations and warranties are those solely of) the persons that are expressly identified as parties to this Agreement or the applicable Transaction Document (the "**Contracting Parties**") except as set forth in this Section 10.11. In no event shall any Contracting Party have any shared or vicarious liability for the actions or omissions of any other person. No person who is not a Contracting Party, including any Debt Financing Source, any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, financing source, attorney or Representative or assignee of any Contracting Party, or any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, affiliate, agent, financing source, attorney or Representative or assignee of any of the foregoing (collectively, the "**Nonparty Affiliates**"), shall have any liability (whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil or any other theory or doctrine, including alter ego or otherwise) for any obligations or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or the other Transaction Documents or for any claim based on, in respect of, or by reason of this Agreement or the other Transaction Documents or their negotiation, execution, performance, or breach, except with respect to willful misconduct or common law fraud against the person who committed such willful misconduct or common law fraud, and, to the maximum extent permitted by applicable Law; and each party hereto waives and releases all such liabilities, claims, causes of action and obligations against any such Nonparty Affiliates. The parties acknowledge and agree that the Nonparty Affiliates are intended third-party beneficiaries of this Section 10.11. Notwithstanding anything to the contrary herein, none of the Contracting Parties or any Nonparty Affiliate shall be responsible or liable for any multiple, consequential, indirect, special, statutory, exemplary or punitive damages which may be alleged as a result of this Agreement, the Transaction Documents or any other agreement referenced herein or therein or the transactions contemplated hereunder or thereunder, or the termination or abandonment of any of the foregoing.

Section 10.12 Conflicts and Privilege.

(a) Each of the parties hereto, on its own behalf and on behalf of its Related Persons (including, after the Acquisition Closing Date, the Surviving Subsidiary Corporation and the Company Subsidiaries), hereby agree that, in the event that a dispute with respect to this Agreement or the Transactions arises after the Acquisition Closing Date between or among (x) the Sponsor, the equityholders of SPAC or the equityholders of the Sponsor and/or or any of their respective directors, members, partners, officers, employees or affiliates (other than SPAC, the Surviving Subsidiary Corporation and the Company Subsidiaries) (collectively, the "**Sponsor Group**"), on the one hand, and (y) SPAC, the Surviving Subsidiary Corporation, any Company Subsidiary and/or any of their Related Persons, on the other hand, any legal counsel, including McDermott Will & Emery LLP ("**McDermott**"), that represented SPAC and/or any member of the Sponsor Group prior to the Acquisition Closing Date may represent any member of the Sponsor Group in such dispute even though the interests of such persons may be directly adverse to SPAC, the Surviving Subsidiary Corporation, any Company Subsidiary and/or any of their Related Persons and even though such counsel may have represented SPAC and/or any member of the Sponsor Group in a matter substantially related to such dispute, or may be handling ongoing matters for SPAC, the Surviving Subsidiary Corporation, any Company Subsidiary and/or any member of the Sponsor Group. SPAC and the Company, on behalf of their respective successors and assigns and their Related Persons (including, after the Acquisition Closing Date, the Surviving Subsidiary Corporation and the Company Subsidiaries), further agree that, as to all legally privileged communications prior to the Acquisition Closing Date (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Transaction Documents or the Transactions) between or among SPAC and/or any member of the Sponsor Group, on the one hand, and McDermott, on the other hand, the attorney-client privilege and the expectation of client confidence shall survive the Acquisition Merger and belong to the Sponsor Group after the Acquisition Closing Date, and shall not pass to or be claimed or controlled by SPAC, the Surviving Subsidiary Corporation or any Company Subsidiary.

(b) Each of the parties hereto, on its own behalf and on behalf of its Related Persons (including, after the Acquisition Closing Date, the Surviving Subsidiary Corporation and the Company Subsidiaries), hereby agree that, in the event that a dispute with respect to this Agreement or the Transactions arises after the Acquisition Closing Date between or among (x) the equityholders of the Company and/or or any of their respective directors, members, partners, officers, employees or affiliates (other than the Surviving Subsidiary Corporation) (collectively, the "**Company Group**"), on the one hand, and (y) the Domesticated SPAC, the Surviving Subsidiary Corporation or any of their Subsidiaries or affiliates, on the other hand, any legal counsel, including Cleary Gottlieb Steen & Hamilton LLP ("**Cleary**"), that represented the Company prior to the Acquisition Closing Date may represent any member of the Company Group in such dispute even though the interests of such persons may be directly adverse to the Domesticated SPAC or the Surviving Subsidiary Corporation or the Company Subsidiaries and even though such counsel may have represented the Company in a matter substantially related to such dispute, or may be handling ongoing matters for the Domesticated SPAC or the Surviving Subsidiary Corporation or the Company Subsidiaries. SPAC and the Company, on behalf of their respective successors and assigns and their Related Persons (including, after the Acquisition Closing Date, the Surviving Subsidiary Corporation and the Company Subsidiaries), further agree that, as to all legally privileged communications prior to the Acquisition Closing Date (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Transaction Documents or the Transactions) between or among the Company or any member of the Company Group, on the one hand, and Cleary, on the other hand, the attorney-client privilege and the expectation of client confidence shall survive the Acquisition Merger and belong to the Company Group after the Acquisition Closing Date, and shall not pass to or be claimed or controlled by the Domesticated SPAC or the Surviving Subsidiary Corporation.

Section 10.13 **Debt Financing**. Notwithstanding anything to the contrary contained in this Agreement, each of the parties to this Agreement: (i) agrees that it will not bring or support any person, or permit any of its affiliates to bring or support any person, in any litigation of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source in any way relating to this Agreement or any of the Transactions, including, but not limited to, any dispute arising out of or relating in any way to the Commitment Papers or the performance thereof or the financings contemplated thereby, in any forum other than the state or federal courts located in New York County, State of New York; (ii) agrees that, except as specifically set forth in the Commitment Papers, all litigation (whether at law, in equity, in contract, in tort or otherwise) against any of the Debt Financing Sources in any way relating to the Commitment Papers or the performance thereof or the financings contemplated thereby, shall be exclusively governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction; and (iii) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER AT LAW OR IN EQUITY, IN CONTRACT, IN TORT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING IN ANY WAY TO THE COMMITMENT PAPERS OR THE PERFORMANCE THEREOF OR THE FINANCING CONTEMPLATED THEREBY. Other than SPAC in accordance with the express terms of the Commitment Papers, each of parties to this Agreement, on behalf of itself and each of their respective Subsidiaries and affiliates, and each director, officer, employee, agent or representative of the foregoing persons or any person acting on behalf of any of the foregoing persons hereby waives any and all rights or claims against any Debt Financing Source in connection with this Agreement, the Financing, the Commitment Papers and/or the transactions contemplated hereby and thereby, whether at law or equity, in contract, in tort or otherwise, and each such person agrees not to commence (and if commenced agrees to dismiss or otherwise terminate) any proceeding or legal or equitable action against any Debt Financing Source in connection with this Agreement, the Financing, the Commitment Papers and/or the transactions contemplated hereby and thereby (including any such proceeding or action relating to the Financing) and it is agreed that no Debt Financing Source shall have any liability or obligations, including for any claims, losses, settlements, liabilities, damages, costs, expenses, fines or penalties to any party to this Agreement in connection with this Agreement or the transactions contemplated hereby (other than to SPAC in accordance with the terms of the Commitment Papers).

[*Signature Page Follows.*]

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

SPAC:

CHW ACQUISITION CORPORATION

By: /s/ Mark Grundman
Name: Mark Grundman
Title: Co-Chief Executive Officer

MERGER SUB:

CHW MERGER SUB, INC.

By: /s/ Mark Grundman
Name: Mark Grundman
Title: President

COMPANY:

WAG LABS, INC.

By: /s/ Garrett Smallwood
Name: Garrett Smallwood
Title: Chief Executive Officer

(Signature Page – Business Combination Agreement)

Exhibit 10.1

LOCK-UP AGREEMENT

This Lock-up Agreement (this "**Agreement**") is made and entered into as of February 2, 2022, by and among (i) CHW Acquisition Corporation, a Cayman Islands exempted company (the "**SPAC**," and after the Domestication sometimes referred to as the "**Domesticated SPAC**"), and (ii) each of the parties listed on Schedule 1 attached hereto (the "**Existing Equity Holders**"). The Existing Equity Holders and any person or entity who hereafter enters into a joinder to this Agreement substantially in the form of Exhibit A hereto are referred to herein, individually, as a "**Securityholder**" and, collectively, as the "**Securityholders**."

Capitalized terms used but not defined herein have the meanings ascribed in the Business Combination Agreement (the "**BCA**") dated as of the date hereof, entered into by and among the SPAC, Wag Labs, Inc., a Delaware corporation (the "**Company**"), and CHW Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of the SPAC ("**Merger Sub**"), pursuant to which, among other things, Merger Sub will merge with and into the Company (the "**Acquisition Merger**"), with the Company surviving the Acquisition Merger as a wholly owned subsidiary of the Domesticated SPAC.

WHEREAS, pursuant to the BCA, and in view of the valuable consideration to be received by the parties thereunder, the parties desire to enter into this Agreement, pursuant to which the Lock-up Shares (as defined below) shall become subject to limitations on disposition as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this Agreement as if fully set forth below, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Subject to the exceptions set forth herein, the Securityholders agree not to, without the prior written consent of the Audit Committee of the Board of Directors of the Domesticated SPAC, (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option, right or warrant to purchase or otherwise transfer, dispose of or agree to transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, any shares of the Domesticated SPAC's Common Stock, par value $0.0001 per share (the "**Common Stock**") held by it immediately after the Acquisition Merger Effective Time or issued or issuable to the Securityholders in connection with the Acquisition Merger (including Common Stock acquired as part of the Private Placements or issued in exchange for, or on conversion or exercise of, any securities issued as part of the Private Placements), any shares of Common Stock issuable upon the exercise of options to purchase shares of Common Stock held by it immediately after the Acquisition Merger Effective Time, or any securities convertible into or exercisable or exchangeable for Common Stock held by it immediately after the Acquisition Merger Effective Time (the "**Lock-up Shares**"), (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Lock-up Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii) (the actions specified in clauses (i)-(iii), collectively, "**Transfer**") during the period beginning on the Acquisition Closing Date and ending on the date described in paragraph 3 (the "**Lock-up Period**"); *provided*, that if the Company and SPAC waive any of the lockup provisions of the Letter Agreement, then the lockup provisions contained in this Agreement shall be so waived to the extent of such waiver of the Letter Agreement, with respect to the same percentage of Common Stock as to which the lockup provisions of the Letter Agreement are released.

2. The restrictions set forth in paragraph 1 shall not apply to:

(i) in the case of an entity, a Transfer (A) to another entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned or who shares a common investment advisor with the undersigned or (B) as part of a distribution to members, partners or shareholders of the undersigned;

(ii) in the case of an individual, Transfers by bona fide gift to members of the individual's immediate family (as defined below) or to a trust, the beneficiary of which is a holder or a member of one of the individual's immediate family, an affiliate of such person or to a charitable organization;

(iii) in the case of an individual, Transfers by virtue of laws of descent and distribution upon death of the individual;

(iv) in the case of an individual, Transfers by operation of law or pursuant to a qualified domestic relations order;

(v) in the case of an individual, Transfers to a partnership, limited liability company or other entity of which the undersigned and/or the immediate family (as defined below) of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests;

(vi) in the case of an entity that is a trust, Transfers to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust;

(vii) in the case of an entity, Transfers by virtue of the laws of the state of the entity's organization and the entity's organizational documents upon dissolution of the entity;

(viii) Transfers relating to Common Stock or other securities convertible into or exercisable or exchangeable for Common Stock acquired in open market transactions after the Acquisition Closing, provided that no such transaction is required to be, or is, publicly announced (whether on Form 4, Form 5 or otherwise, other than a required filing on Schedule 13F, 13G or 13G/A) during the Lock-up Period;

(ix) the exercise of stock options or warrants to purchase shares of Common Stock or the vesting of stock awards of Common Stock and any related transfer of shares of Common Stock to the Domesticated SPAC in connection therewith (x) deemed to occur upon the "cashless" or "net" exercise of such options or warrants or (y) for the purpose of paying the exercise price of such options or warrants or for paying taxes due as a result of the exercise of such options or warrants, the vesting of such options, warrants or stock awards, or as a result of the vesting of such shares of Common Stock, it being understood that all shares of Common Stock received upon such exercise, vesting or transfer will remain subject to the restrictions of this Agreement during the Lock-up Period;

(x) Transfers to the Domesticated SPAC pursuant to any contractual arrangement in effect at the Acquisition Merger Effective Time that provides for the repurchase by the Domesticated SPAC or forfeiture of Common Stock or other securities convertible into or exercisable or exchangeable for Common Stock in connection with the termination of the Securityholder's service to the Domesticated SPAC;

(xi) the entry, by the Securityholder, at any time after the Effective Time, of any trading plan providing for the sale of shares of Common Stock by the Securityholder, which trading plan meets the requirements of Rule 10b5-1(c) under the Exchange Act, *provided*, *however*, that such plan does not provide for, or permit, the sale of any shares of Common Stock during the Lock-up Period, no Transfers under such trading plan are effected prior to the expiration of the Lock-Up Period and no public announcement or filing is voluntarily made or required regarding such plan during the Lock-up Period;

(xii) Transfers in the event of completion of a liquidation, merger, stock exchange or other similar transaction which results in all of the Domesticated SPAC's securityholders having the right to exchange their shares of Common Stock for cash, securities or other property; and

(xiii) Transfers to satisfy any U.S. federal, state, or local income tax obligations of the Securityholder (or its direct or indirect owners) arising from a change in the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or the U.S. Treasury Regulations promulgated thereunder (the "**Regulations**") after the date on which the BCA was executed by the parties, and such change prevents the Acquisition Merger from qualifying as a "reorganization" pursuant to Section 368 of the Code (and the Acquisition Merger does not qualify for similar tax-free treatment pursuant to any successor or other provision of the Code or Regulations taking into account such changes), in each case solely and to the extent necessary to cover any tax liability as a direct result of the transaction.

provided, *however*, that (A) in the case of clauses (i) through (vii), these permitted transferees must enter into a written agreement, in substantially the form of this Agreement (it being understood that any references to "immediate family" in the agreement executed by such transferee shall expressly refer only to the immediate family of the Securityholder and not to the immediate family of the transferee), agreeing to be bound by these Transfer restrictions. For purposes of this paragraph, "immediate family" shall mean a spouse, domestic partner, child (including by adoption), father, mother, brother or sister of the undersigned, and lineal descendant (including by adoption) of the undersigned or of any of the foregoing persons; and "affiliate" shall have the meaning set forth in Rule 405 under the Securities Act of 1933, as amended.

3. The Lock-up Period shall terminate upon the earlier of (x) 180 days after the Acquisition Closing Date and (y) the date on which the Domesticated SPAC completes a liquidation, merger, capital stock exchange, reorganization or other similar transactions that results in all of the Domesticated SPAC's stockholders having the right to exchange their shares of cash, securities or other property.

4. For the avoidance of doubt, each Securityholder shall retain all of its rights as a stockholder of the Domesticated SPAC with respect to the Lock-up Shares during the Lock-up Period, including the right to vote any Lock-up Shares that are entitled to vote.

5. In furtherance of the foregoing, the Domesticated SPAC, and any duly appointed transfer agent for the registration or transfer of the securities described therein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Agreement, and such purported Transfer shall be null and void *ab initio*. In addition, during the Lock-up Period, each certificate or book-entry position evidencing the Lock-up Shares shall be marked with a legend in substantially the following form, in addition to any other applicable legends:

"THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN A LOCK-UP AGREEMENT BY AND AMONG THE COMPANY AND THE REGISTERED HOLDER OF THE SECURITIES (OR THE PREDECESSOR IN INTEREST TO THE SECURITIES). A COPY OF SUCH LOCK-UP AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

6. Each Securityholder hereby represents and warrants to SPAC as follows:

(i) Such Securityholder has all necessary power and authority to execute and deliver this Agreement and to perform such Securityholder's obligations hereunder. The execution and delivery of this Agreement by such Securityholder has been duly and validly authorized and no other action on the part of such Securityholder is necessary to authorize this Agreement. This Agreement has been duly and validly executed and delivered by such Securityholder and, assuming the due authorization, execution and delivery by the other Securityholders and SPAC, constitutes a legal, valid and binding obligation of such Securityholder, enforceable against such Securityholder in accordance with its terms, subject to the Remedies Exceptions.

(ii) The execution and delivery of this Agreement by such Securityholder does not, and the performance of this Agreement by such Securityholder will not: (i) conflict with or violate any applicable law applicable to such Securityholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, articles of association, operating agreement or similar formation or governing documents and instruments of such Securityholder, or (iii) result in any breach of or constitute a material default (or an event which, with notice or lapse of time or both, would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the Lock-up Shares that will be held by such Securityholder immediately after the Acquisition Merger Effective Time pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument (whether written or oral) to which such Securityholder is a party or by which such Securityholder is bound, except, in the case of clause (i) or (iii), for any such conflicts, violations, breaches, defaults or other occurrences which, individually or in the aggregate, would not reasonably be expected to materially impair the ability of such Securityholder to perform such Securityholder's obligations hereunder.

(iii) The execution and delivery of this Agreement by such Securityholder does not, and the performance of this Agreement by such Securityholder will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any Governmental Authority or any other person, except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, and Blue Sky Laws and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, individually or in the aggregate, would not reasonably be expected to materially impair the ability of such Securityholder to perform such Securityholder's obligations hereunder.

(iv) There is no material Action pending or, to the knowledge of such Securityholder, threatened against such Securityholder, which in any manner challenges or, individually or in the aggregate, would reasonably be expected to materially delay or impair the ability of such Securityholder to perform such Securityholder's obligations hereunder.

7. This Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby provided, that, for the avoidance of doubt, the foregoing shall not affect the rights and obligations of the parties under the BCA or any Subscription Agreement or any documents related thereto or referred to therein. This Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by (i) the applicable Securityholder and (ii) the SPAC or the Domesticated SPAC, as applicable (and from and after the Acquisition Closing Date only with the approval of the Audit Committee of the Board of Directors of the Domesticated SPAC).

8. This Agreement shall not be assigned (whether pursuant to a merger, by operation of law or otherwise) by any party without the prior express written consent of the other parties hereto (it being understood and agreed that any consent of the SPAC or the Domesticated SPAC, as applicable, that may be provided under this paragraph 8 shall require the approval of the Audit Committee of the Board of Directors of the Domesticated SPAC). Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the terms of this paragraph 8 shall be null and void, *ab initio*.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in the Delaware Court of Chancery; *provided*, *that* if jurisdiction is not then available in the Delaware Court of Chancery, then any such legal Action may be brought in any federal court located in the State of Delaware or any other Delaware state court.

10. The parties hereto hereby (i) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (ii) agree not to commence any Action relating thereto except in the courts described above in Delaware, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (a) the Action in any such court is brought in an inconvenient forum, (b) the venue of such Action is improper or (c) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each of the parties hereto (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce that foregoing waiver and (ii) acknowledges that it and the other hereto have been induced to enter into this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this paragraph 10.

11. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the Court of Chancery of the State of Delaware, County of New Castle, or, if that court does not have jurisdiction, any court of the United States located in the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereto hereby further waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (ii) any requirement under any law to post security or a bond as a prerequisite to obtaining equitable relief.

12. This Agreement shall be valid and enforceable as of the date of this Agreement and may not be revoked by any party hereto; *provided that* the provisions herein (other than paragraphs 6 through 14) shall not be effective until the consummation of the Acquisition Closing Date. This Agreement shall not terminate with respect to a Securityholder until the expiration of the Lock-up Period.

13. The provisions set forth in Section 6.04 (Claims Against Trust Account) of the BCA, as in effect as of the date hereof, are hereby incorporated by reference into, and shall be deemed to apply to, this Agreement, *mutatis mutandis*, solely for the period between the date of this Agreement and the Acquisition Merger Effective Time.

14. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means, including DocuSign, e-mail, or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Lock-up Agreement as of the Effective Date.

SPAC:

CHW ACQUISITION CORPORATION

By: /s/ Mark Grundman
Name: Mark Grundman
Title: Co-Chief Executive Officer

SECURITYHOLDERS:

BATTERY VENTURES XI-A, L.P.
By: Battery Partners XI, LLC
General Partner

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

BATTERY VENTURES XI-B, L.P.
By: Battery Partners XI, LLC
General Partner

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

BATTERY VENTURES XI-A SIDE FUND, L.P.
By: Battery Partners XI Side Fund, LLC
General Partner

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

BATTERY VENTURES XI-B SIDE FUND, L.P.
By: Battery Partners XI Side Fund, LLC
General Partner

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

BATTERY INVESTMENT PARTNERS XI, LLC
By: Battery Partners XI, LLC
Managing Member

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

GARRETT SMALLWOOD

By: */s/ Garrett Smallwood*
Name: Garrett Smallwood
Title: Chief Executive Officer

ADAM STORM

By: */s/ Adam Storm*
Name: Adam Storm
Title: President& Chief Product Officer

ALEC DAVIDIAN

By: */s/ Alec Davidian*
Name: Alec Davidian
Title: Chief Financial Officer

DYLAN ALLREAD

By: */s/ Dylan Allread*
Name: Dylan Allread
Title: Chief Operating Officer

MAZIER ARJOMAND

By: */s/ Mazier Arjomand*
Name: Mazier Arjomand
Title: Chief Technology Officer

NICHOLAS YU

By: */s/ Nicholas Yu*
Name: Nicholas Yu
Title: Director of Legal

PATRICK MCCARTHY

By: */s/ Patrick McCarthy*
Name: Patrick McCarthy
Title: Chief Marketing Officer

DAVID CANE

By: */s/ David Cane*
Name: David Cane
Title: Chief Customer Officer

JOCELYN MANGAN

By: */s/ Jocelyn Mangan*
Name: Jocelyn Mangan
Title: Board Member

MELINDA CHELLIAH

By: */s/ Melinda Chelliah*
Name: Melinda Chelliah
Title: Board Member

TENAYA CAPITAL VII, LP
By: Teneya Capital VII GP, LLC
its General Partner

By: */s/ Dorian Merritt*
Name: Dorian Merritt
Title: Attorney-in-Fact

SHERPAVENTURES FUND II, LP
By: Sherpa Ventures Fund II GP, LLC

By: */s/ Brian Yee*
Name: Brian Yee
Title: Partner

GENERAL CATALYST GROUP VII, L.P.
By: General Catalyst Partners VII, L.P.
its General Partner

BY: General Catalyst GP VII, LLC
its General Partner

By: */s/ Christopher McCain*
Name: Christopher McCain
Title: Chief Legal Officer

[Signature Page to Lock-up Agreement]

SCHEDULE 1

EXISTING EQUITY HOLDERS

- Garrett Smallwood
- Adam Storm
- Alec Davidian
- Dylan Allread
- Mazier Arjomand
- Nicholas Yu
- Patrick McCarthy
- David Cane
- Jocelyn Mangan
- Melinda Chelliah
- Tenaya Capital VII, L.P.
- General Catalyst Group VII, L.P.
- Battery Investment Partners XI, LLC
- Battery Ventures XI-A Side Fund, L.P.
- Battery Ventures XI-A, L.P.
- Battery Ventures XI-B Side Fund, L.P.
- Battery Ventures XI-B, L.P.
- SherpaVentures Fund II, L.P.

EXHIBIT A

FORM OF JOINDER

Reference is made to that certain Lock-up Agreement, dated as of February 2, 2022, by and among (i) CHW Acquisition Corporation, a Cayman Islands exempted company (the "**SPAC**"), and (ii) the Securityholders (as defined therein) (as amended from time to time, the "**Lock-up Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Lock-up Agreement.

The undersigned agrees that this joinder to the Lock-up Agreement (this "**Joinder**") is being executed and delivered in favor of, and to, the SPAC for good and valuable consideration.

The undersigned hereby agrees to and does become party to the Lock-up Agreement as a Securityholder. This joinder shall serve as a counterpart signature page to the Lock-up Agreement and by executing below the undersigned is deemed to have executed the Lock-up Agreement with the same force and effect as if originally named a party thereto.

[*Remainder of Page Intentionally Left Blank.*]

IN WITNESS WHEREOF, the undersigned has duly executed this joinder to the Lock-up Agreement.

[NEW SECURITYHOLDER PARTY]

By: _____
Name:
Title:
Date:

Exhibit 10.2

FORM OF AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of [_____], 2022, is made and entered into by and among Wag! Group Co. (f/k/a CHW Acquisition Corporation, a Cayman Islands exempted company), a Delaware corporation (the "**Company**"), CHW Acquisition Sponsor LLC, a Delaware limited liability company (the "**Sponsor**"), and the undersigned parties listed under CHW Holders and Wag Holders on Schedule A hereto (each such party, together with the Sponsor, and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 or Section 5.11 of this Agreement, a "**Holder**" and collectively the "**Holders**"). Except as otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings provided in the Business Combination Agreement (as defined below).

RECITALS

WHEREAS, on August 30, 2021, CHW Acquisition Corporation, a Cayman Islands exempted company ("**CHW**"), the Sponsor and certain other security holders named therein (the "**Existing Holders**") entered into that certain Registration Rights Agreement (the "**Existing Registration Rights Agreement**"), pursuant to which CHW granted the Sponsor and such other Existing Holders certain registration rights with respect to certain securities of CHW;

WHEREAS, on February 2, 2022, CHW, CHW Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of CHW ("**Merger Sub**"), and Wag Labs, Inc., a Delaware corporation ("**Wag**"), entered into that certain Business Combination Agreement (the "**Business Combination Agreement**"), pursuant to which, (a) on the Domestication Closing Date, CHW domesticated as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law and the Cayman Islands Companies Act (As Revised) (the "**Domestication**"); and (b) on the Acquisition Closing Date, Merger Sub merged with and into Wag (the "**Acquisition Merger,**" together with the Domestication, the "**Business Combination**")), with Wag surviving the Acquisition Merger as a wholly owned subsidiary of the Company;

WHEREAS, after the closing of the Business Combination (the "**Closing**"), the Holders will own shares of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"), and the Sponsor will own warrants to purchase 4,238,636 shares of Common Stock (the "**Private Placement Warrants**"); and

WHEREAS, the Company and the Existing Holders desire to amend and restate the Existing Registration Rights Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 **Definitions**. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"**Acquisition Merger**" shall have the meaning given in the Recitals hereto.

"**Additional Holder**" shall have the meaning given in Section 5.11.

"**Additional Holder Common Stock**" shall have the meaning given in Section 5.11.

"**Adverse Disclosure**" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or Chief Financial Officer of the Company, after consultation with counsel to the Company, (a) would be required to be made in (i) any Registration Statement in order for the applicable Registration Statement not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any Prospectus in order for the applicable Prospectus not to include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, and (c) the Company has a bona fide business purpose for not making such information public.

"**Agreement**" shall have the meaning given in the Preamble.

"**Block Trade**" shall have the meaning given to it in subsection 2.4.1.

"**Board**" shall mean the board of directors of the Company.

"**Business Combination**" shall have the meaning given in the Recitals hereto.

"**Business Combination Agreement**" shall have the meaning given in the Recitals hereto.

"**CHW**" shall have the meaning given in the Recitals hereto.

"**CHW Holders**" shall mean the parties listed under CHW Holders on Schedule A hereto.

"**Closing**" shall have the meaning given in the Recitals hereto.

"**Commission**" shall mean the Securities and Exchange Commission.

"**Common Stock**" shall have the meaning given in the Recitals hereto.

"**Company**" shall have the meaning given in the Preamble.

"**Demanding Holder**" shall have the meaning given in subsection 2.1.5.

"**Domestication**" shall have the meaning given in the Recitals hereto.

"**Effectiveness Period**" shall have the meaning given in subsection 3.1.1 of this Agreement.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"**Existing Holders**" shall have the meaning given in the Recitals hereto.

"**Existing Registration Rights Agreement**" shall have the meaning given in the Recitals hereto.

"**Financial Counterparty**" shall have the meaning given in subsection 2.4.1 of this Agreement.

"**Holder Indemnified Persons**" shall have the meaning given in subsection 4.1.1 of this Agreement.

"**Holder Information**" shall have the meaning given in subsection 4.1.2.

"**Holders**" shall have the meaning given in the Preamble.

"**Joinder**" shall have the meaning given in Section 5.11.

"**Maximum Number of Securities**" shall have the meaning given in subsection 2.1.6 of this Agreement.

"**Merger Sub**" shall have the meaning given in the Recitals hereto.

"**Minimum Underwritten Offering Threshold**" shall have the meaning given in subsection 2.1.5.

"**Misstatement**" shall mean, in the case of a Registration Statement, an untrue statement of a material fact or an omission to state a material fact required to be stated therein, or necessary to make the statements therein not misleading, and in the case of a Prospectus, an untrue statement of a material fact or an omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

"**Other Coordinated Offering**" shall have the meaning given to it in subsection 2.4.1.

"**Permitted Transferees**" shall mean any person or entity to whom a Holder is permitted to transfer Registrable Securities.

"**Piggyback Registration**" shall have the meaning given in subsection 2.2.1 of this Agreement.

"**Private Placement Warrants**" shall have the meaning given in the Recitals hereto.

"**Pro Rata**" shall have the meaning given in subsection 2.1.6 of this Agreement.

"**Prospectus**" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"**Registrable Security**" shall mean (a) the Private Placement Warrants (including any shares of Common Stock issued or issuable upon the exercise of any such Private Placement Warrants), (b) any equity securities (including the shares of Common Stock issued or issuable upon the exercise of any such equity security) of the Company issued or issuable upon conversion of any working capital loans in an amount up to $1,500,000 made to CHW by a Holder in accordance with the Business Combination Agreement, (c) any outstanding shares of Common Stock or any other equity security (including the shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company held by a Holder as of the date of this Agreement, (d) any Additional Holder Common Stock, (e) any shares of the Company issued or to be issued to any Holders in connection with the Business Combination and (f) any other equity security of the Company issued or issuable with respect to any such shares of Common Stock by way of a share capitalization or share sub-division or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Securities, 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; or (D) such securities may be sold without registration pursuant to Rule 144 and Rule 145 (as applicable) promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) (but with no volume or other restrictions or limitations).

"**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 any such registration statement having been declared effective by, or become effective pursuant to the rules promulgated by, the Commission.

"**Registration Expenses**" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc. and any national securities exchange on which the shares of Common Stock is then listed);

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) reasonable 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 or Underwritten Offering;

(F) the fees and expenses incurred in connection with the listing of any Registrable Securities on each national securities exchange on which the shares of Common Stock is then listed;

(G) the fees and expenses incurred by the Company in connection with any Underwritten Offerings or other offering involving an Underwriter; and

(H) reasonable fees and expenses of one (1) legal counsel selected jointly by the majority-in-interest of Registrable Securities held by the Demanding Holders initiating an Underwritten Demand, Block Trade or Other Coordinated Offering, the Requesting Holders participating in an Underwritten Offering and the Holders participating in a Piggyback Registration, as applicable.

"**Registration Statement**" shall mean any registration statement under the Securities Act 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 2.1.5 of this Agreement.

"**Securities Act**" shall mean the Securities Act of 1933, as amended from time to time.

"**Shelf Registration**" shall have the meaning given in subsection 2.1.1 of this Agreement.

"**Sponsor**" shall have the meaning given in the Preamble.

"**Subsequent Shelf Registration Statement**" shall have the meaning given in subsection 2.1.3.

"**Transfer**" shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

"**Underwriter**" shall mean a securities dealer who purchases any Registrable Securities as principal or as broker, placement agent or sales agent pursuant to a Registration and not as part of such dealer's market-making activities.

"**Underwritten Demand**" shall have the meaning given in subsection 2.1.5 of this Agreement.

"**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.

"**Wag Holders**" shall mean the parties listed under Wag Holders on Schedule A hereto.

"**Withdrawal Notice**" shall have the meaning given in subsection 2.1.7.

ARTICLE II
REGISTRATIONS

2.1 **Registration**.

2.1.1 **Shelf Registration**. The Company agrees that, within thirty (30) calendar days after the consummation of the Business Combination, the Company will use its commercially reasonable efforts to file with the Commission (at the Company's sole cost and expense) a Registration Statement registering the resale or other disposition of the Registrable Securities (a "**Shelf Registration**"), which Shelf Registration may include shares of Common Stock that may be issuable upon exercise of outstanding warrants, or shares that may have been purchased in any private placement that was consummated at or prior to the Closing. Such Shelf Registration shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available (the "Plan of Distribution") to, and requested by, any Holder named therein.

2.1.2 **Effective Registration**. The Company shall use its commercially reasonable efforts to cause such Registration Statement to become effective by the Commission as soon as reasonably practicable after the initial filing of the Registration Statement. Subject to the limitations contained in this Agreement, the Company shall effect any Shelf Registration on such appropriate registration form of the Commission (a) as shall be selected by the Company and (b) as shall permit the resale or other disposition of the Registrable Securities by the Holders. The Company shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 60th calendar day (or 90th calendar day if the Commission notifies the Company that it will "review" the Registration Statement) following the Closing and (ii) the 10th business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "Effective Date"). If at any time a Registration Statement filed with the Commission pursuant to subsection 2.1.1 is effective and a Holder provides written notice to the Company that it intends to effect an offering of all or part of the Registrable Securities included on such Registration Statement, the Company will use its commercially reasonable efforts to amend or supplement such Registration Statement as may be necessary in order to enable such offering to take place in accordance with the terms of this Agreement.

2.1.3 **Subsequent Shelf Registration**. If any Registration Statement ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Registration Statement to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Registration Statement), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Registration Statement in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Registration Statement or file an additional Registration Statement as a Shelf Registration (a "**Subsequent Shelf Registration Statement**") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing), and pursuant to the Plan of Distribution, and requested by, any Holder named therein. If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities outstanding. Any such Subsequent Shelf Registration Statement shall be a Registration Statement on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. The Company's obligation under this subsection 2.1.3, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.4 **Additional Registrable Securities**. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of the Sponsor or a Holder, shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered, at the Company's option, by any then available Registration Statement (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Registration Statement or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for each of the Sponsor and the Holders.

2.1.5 **Underwritten Offering**. Subject to the provisions of subsection 2.1.6 and Section 2.5 of this Agreement, the Sponsor, a Holder or group of Holders (any of the Sponsor, Holder or group of Holders being in such case, a "**Demanding Holder**") may make a written demand for an Underwritten Offering pursuant to a Registration Statement filed with the Commission in accordance with subsection 2.1.1 of this Agreement (an "**Underwritten Demand**"); provided, that the Company shall only be obligated to effect an Underwritten Offering if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price reasonably expected to exceed, in the aggregate, $10 million (the "**Minimum Underwritten Offering Threshold**"). The Demanding Holder shall have the responsibility to engage an underwriter(s) (which shall consist of one (1) or more reputable nationally or regionally recognized investment banks); provided that such selection shall be subject to the consent of the Company. The Company shall have no responsibility for engaging any underwriter(s) for an Underwritten Offering. The Company shall, within five (5) business days of the Company's receipt of the Underwritten Demand, notify, in writing, all other Holders of such demand, and each Holder who thereafter requests to include all or a portion of such Holder's Registrable Securities in such Underwritten Offering pursuant to such Underwritten Demand (each such Holder, a "**Requesting Holder**") shall so notify the Company, in writing, within two (2) days (one (1) day if such offering is an overnight or bought Underwritten Offering) after the receipt by such Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s), such Requesting Holder(s) shall be entitled to have their Registrable Securities included in such Underwritten Offering pursuant to such Underwritten Demand. In such event, the right of any Holder or Requesting Holder to registration pursuant to this subsection 2.1.5, shall be conditioned upon such Holder's or Requesting Holder's participation in such underwriting and the inclusion of such Holder's or Requesting Holder's Registrable Securities in the underwriting to the extent provided herein. All such Holders or Requesting Holders proposing to distribute their Registrable Securities through such Underwritten Offering under this subsection 2.1.5 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Demanding Holders initiating such Underwritten Offering. Notwithstanding the foregoing, the Company is not obligated to effect more than an aggregate of three (3) Underwritten Offerings demanded by the Wag Holders and an aggregate of three (3) Underwritten Offerings demanded by the CHW Holders pursuant to this subsection 2.1.5 and is not obligated to effect an Underwritten Offering pursuant to this subsection 2.1.5 within ninety (90) days after the closing of an Underwritten Offering.

2.1.6 **Reduction of Underwritten Offering**. If the managing Underwriter or Underwriters in an Underwritten Offering, pursuant to an Underwritten Demand, in good faith, advises or advise the Company, the Demanding Holders, the Requesting Holders and other persons or entities holding Registrable Securities or other equity securities of the Company that were requested to be included in such Underwritten Offering, taken together with all other shares of Common Stock or other securities which the Company desires to sell and the shares of Common Stock or other securities, if any, as to which registration has been requested pursuant to written contractual piggyback registration rights held by other equity holders of the Company who desire to sell (if any) that the dollar amount or number of Registrable Securities or other equity securities of the Company requested to be included in such Underwritten Offering exceeds the maximum dollar amount or maximum number of equity securities of the Company 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 (pro rata based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Offering, regardless of the number of shares held by each such person and the aggregate number of Registrable Securities that the Demanding Holders have requested be included in such Underwritten Offering (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 the Requesting Holders, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other equity securities of the Company that the Company desires to sell and that 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 shares of Common Stock or other equity securities of the Company held by other persons or entities that the Company is obligated to include pursuant to separate written contractual arrangements with such persons or entities and that can be sold without exceeding the Maximum Number of Securities.

2.1.7 **Withdrawal**. Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Offering, a majority-in-interest of the Demanding Holders initiating an Underwritten Offering shall have the right to withdraw from such Underwritten Offering for any or no reason whatsoever upon written notification (a "**Withdrawal Notice**") to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Offering, prior to the public announcement of the Underwritten Offering by the Company; provided that the Sponsor or a Holder may elect to have the Company continue an Underwritten Offering if the Minimum Underwritten Offering Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Offering by the Sponsor, the Holders or any of their respective Permitted Transferees, as applicable. If withdrawn, a demand for an Underwritten Offering shall constitute a demand for an Underwritten Offering by the withdrawing Demanding Holder for purposes of subsection 2.1.6, unless either (i) such Demanding Holder has not previously withdrawn any Underwritten Offering or (ii) such Demanding Holder reimburses the Company for all Registration Expenses with respect to such Underwritten Offer (or, if there is more than one Demanding Holder, a pro rata portion of such Registration Expenses based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Offering); provided that, if the Sponsor or a Holder elects to continue an Underwritten Offering pursuant to the proviso in the immediately preceding sentence, such Underwritten Offering shall instead count as an Underwritten Offering demanded by the Sponsor or such Holder, as applicable, for purposes of subsection 2.1.6. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Underwritten Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with an Underwritten Offering prior to its withdrawal under this subsection 2.1.7, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this subsection 2.1.7.

2.2 **Piggyback Registration**.

2.2.1 **Piggyback Rights**. Subject to the provisions of subsection 2.2.2 and Section 2.5 hereof, if, at any time on or after the date the Company consummates a Business Combination, the Company proposes to consummate an Underwritten Offering for its own account or for the account of stockholders of the Company, (i) filed pursuant to Section 2.2, or (ii) for an offering of debt that is convertible into equity securities of the Company, then the Company shall give written notice of such proposed action to all of the Holders as soon as practicable, which notice shall (x) describe the amount and type of securities to be included, the intended method(s) of distribution and the name of the proposed managing Underwriter or Underwriters, if any, and (y) offer to all of the Holders the opportunity to include such number of Registrable Securities as such Holders may request in writing within two (2) days (unless such offering is an overnight or bought Underwritten Offering, then one (1) day), in each case after receipt of such written notice (such Registration a "**Piggyback Registration**"). 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 Piggyback Registration and to permit the resale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to include Registrable Securities in 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 Offering 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 shares of equity securities of the Company that the Company desires to sell, taken together with (i) the shares of equity securities of the Company, if any, as to which the Underwritten Offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which a Piggyback Registration has been requested pursuant to Section 2.2 of this Agreement and (iii) the shares of equity securities of the Company, if any, as to which inclusion in the Underwritten Offering has been requested pursuant to separate written contractual piggyback registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(a) If the Underwritten Offering is undertaken for the Company's account, the Company shall include in any such Underwritten Offering (A) first, the shares of Common Stock or other equity securities of the Company 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 requesting a Piggyback Registration pursuant to subsection 2.2.1 of this Agreement, 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 shares of Common Stock or other equity securities of the Company, if any, as to which inclusion in the Underwritten Offering has been requested pursuant to written contractual piggyback registration rights of other stockholders of the Company, which can be sold without exceeding the Maximum Number of Securities;

(b) If the Underwritten Offering is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Underwritten Offering (A) first, the shares of Common Stock or other equity securities of the Company, if any, of such requesting persons or entities, other than the Holders, 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 requesting a Piggyback Registration pursuant to subsection 2.2.1 of this Agreement, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities of the Company 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 shares of Common Stock or other equity securities of the Company for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities; or

(c) If the Underwritten Offering is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in subsection 2.1.6.

2.2.3 **Piggyback Registration Withdrawal**. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Offering, and related obligations, shall be governed by subsection 2.1.7) shall have the right to withdraw from a Piggyback Registration 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 commencement of the Underwritten Offering. 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. The Company (whether on its own good faith determination or as a result of a withdrawal by persons making a demand pursuant to written contractual obligations) may withdraw an Underwritten Offering undertaken for the Company's account at any time prior to the effectiveness of such Registration Statement.

2.2.4 **Unlimited Piggyback Registration Rights**. For purposes of clarity, subject to subsection 2.1.7, any Piggyback Registration or Underwritten Offering effected pursuant to Section 2.2 of this Agreement shall not be counted as an Underwritten Offering pursuant to an Underwritten Demand effected under Section 2.1 of this Agreement.

2.3 **Market Stand-off**. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade or Other Coordinated Offering), if requested by the managing Underwriters, each Holder of Registrable Securities in excess of five percent (5%) of the outstanding Common Stock that participates and sells Registrable Securities in such Underwritten Offering (and for which it is customary for such a Holder to agree to a lock-up) agrees that it shall not Transfer any shares of Common Stock or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the sixty (60)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each such Holder that participates and sells Registrable Securities in such Underwritten Offering agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders that execute a lock-up agreement).

2.4 **Block Trades and Other Coordinated Offerings**.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Registration Statement is on file with the Commission, if a Demanding Holder wishes to engage in (a) an underwritten registered offering not involving a "roadshow," an offer commonly known as a "block trade" (a "**Block Trade**") or (b) an "at the market" or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal, (an "**Other Coordinated Offering**"), in each case, with a total offering price reasonably expected to exceed, in the aggregate, either (x) $25 million or (y) all remaining Registrable Securities held by the Demanding Holder, then if such Demanding Holder requires any assistance from the Company pursuant to this Section 2.4, such Holder shall notify the Company of the Block Trade or Other Coordinated Offering at least five (5) business days prior to the day such offering is to commence and the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Holders representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with the Company and any Underwriters or brokers, sales agents or placement agents (each, a "**Financial Counterparty**") (including by disclosing the maximum number of Registrable Securities proposed to be the subject of such Block Trade or Other Coordinated Offering) prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering.

2.4.2 Prior to the filing of the applicable "red herring" prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority-in interest of the Demanding Holders initiating such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to the Company, the Underwriter or Underwriters (if any) and Financial Counterparty (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this subsection 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Holder pursuant to Section 2.4 of this Agreement.

2.4.4 The Demanding Holder in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters and Financial Counterparty (if any) for such Block Trade or Other Coordinated Offering (in each case, which shall consist of one or more reputable nationally recognized investment banks).

2.4.5 A Holder in the aggregate may demand no more than four (4) Block Trades or Other Coordinated Offerings pursuant to this Section 2.4 in any twelve (12) month period. For the avoidance of doubt, any Block Trade or Other Coordinated Offering effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Offering pursuant to subsection 2.1.5 hereof.

2.5 **Restrictions on Registration Rights**. If (A) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company initiated Registration and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.2.1 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (B) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Underwritten Offering would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the undertaking of such Underwritten Offering at such time, then in each case, as applicable, the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating the applicable reason(s) set forth in Clauses (A) through (C) above underlying the Company's decision to defer the undertaking of such Underwritten Offering. In such event, the Company shall have the right to defer such offering for a period of not more than sixty (60) days; provided, however, that the Company shall not defer its obligations in this manner more than once in any twelve (12) month period.

ARTICLE III
COMPANY PROCEDURES

3.1 **General Procedures**. In connection with effecting any Underwritten Offering, Block Trade, and/or Other Coordinated Offering, subject to applicable law and any regulations promulgated by any securities exchange on which the Company's equity securities are then listed, each as interpreted by the Company with the advice of its counsel, the Company shall use its commercially reasonable efforts to effect such Registration or Underwritten Offering to permit the resale or other disposition of such Registrable Securities in accordance with the intended plan of distribution thereof (and including all manners of distribution in such Registration Statement as Holders may reasonably request in connection with the filing of such Registration Statement and as permitted by law, including distribution of Registrable Securities to a Holder's members, securityholders or partners), and pursuant thereto the Company shall, as expeditiously as possible and to the extent applicable:

3.1.1 prepare and file with the Commission after the consummation of the Business Combination a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective in accordance with Section 2.1, including filing a replacement Registration Statement, if necessary, and remain effective until all Registrable Securities covered by such Registration Statement have been sold or are no longer outstanding (such period, the "**Effectiveness Period**");

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, (a) as may be reasonably requested by any Holder that holds at least five-percent (5%) of the Registrable Securities registered on such Registration Statement, any Underwriter or the Sponsor (provided that at the time of such request, the Sponsor holds at least 25% of the amount of outstanding shares of Common Stock of the Company that it held at the Closing), or (b) 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 plan of distribution provided by the Holders and as set forth in such Registration Statement or supplement to the Prospectus or are no longer outstanding;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration or Underwritten Offering, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus (including each preliminary Prospectus) and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or Underwritten Offering 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 will not have any obligation to provide any document pursuant to this subsection 3.1.3 that is available on the Commission's EDGAR system;

3.1.4 prior to any Underwritten Offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement or Underwritten Offering;

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 during the Effectiveness Period, furnish a conformed copy of each 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, promptly after such filing of such documents with the Commission to each seller of such Registrable Securities or its counsel; provided that the Company will not have any obligation to provide any document pursuant to this subsection 3.1.8 that is available on the Commission's EDGAR system;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 of this Agreement;

3.1.10 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering, or sale by a Financial Counterparty pursuant to such Registration, permit a representative of the Holders (such representative to be selected by a majority of the Holders), the Underwriters, or other financial institutions facilitating such Underwritten Offering, Block Trade, Other Coordinated Offering or other sale pursuant to such Registration, if any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement or the Prospectus, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration; provided, however, that such representatives or Underwriters or financial institutions agree to confidentiality arrangements 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 Offering, a Block Trade or sale by a Financial Counterparty pursuant to such Registration (subject to such Financial Counterparty 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 as the managing Underwriter or other similar type of sales agent or placement agent may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the Financial Counterparty, 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, Financial Counterparty or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to such participating Holders, Financial Counterparty or Underwriter;

3.1.13 in the event of an Underwritten Offering or a Block Trade, or an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration to which the Company has consented, to the extent reasonably requested by such Financial Counterparty in order to engage in such offering, allow the Financial Counterparty to conduct customary "underwriter's due diligence" with respect to the Company;

3.1.14 in the event of any Underwritten Offering, a Block Trade, an Other Coordinated Offering or sale by a Financial Counterparty pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the Financial Counterparty of such offering or sale;

3.1.15 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);

3.1.16 with respect to an Underwritten Offering pursuant to subsection 2.1.5 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

3.1.17 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 or Financial Counterparty if such Underwriter or Financial Counterparty has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter or Financial Counterparty, as applicable.

3.2 **Registration Expenses**. The Registration Expenses in respect 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 fees and expenses of any legal counsel representing the Holders, in each case pro rata based on the number of Registrable Securities that such Holders have sold in such Registration.

3.3 **Requirements for Participation in Underwritten Offerings**. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information within a reasonable amount of time after such request (and a minimum of five (5) business days), the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No person or entity may participate in any Underwritten 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 arrangements approved by the Company in the case of an Underwritten Offering initiated by the Company, and approved by the Demanding Holders in the case of an Underwritten Offering initiated by the Demanding Holders and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. Subject to the minimum thresholds set forth in Section 2.1.5 and 2.4, the exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration. The Company will use its commercially reasonable efforts to ensure that the underwriting agreement related to such Registration shall provide that any liability of a Holder to any Underwriter or other person pursuant to such underwriting agreement shall be limited to liability (i) arising from a breach of such Holder's representations and warranties thereto, (ii) will be several, and not joint and several, and (iii) will be limited to the net proceeds (after deducting discounts and commission, but not expenses) received by such Holder from the sale of such Holder's Registrable Securities pursuant to such underwriting agreement.

3.4 **Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights**.

3.4.1 Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains or includes a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Registration Statement or Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Registration Statement or Prospectus may be resumed.

3.4.2 Subject to subsection 3.4.4, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration or Underwritten Offering 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, 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. Notwithstanding the foregoing, the Company may delay or suspend continued use of a Registration Statement or Prospectus in respect of a Registration or Underwritten Offering in order to file and make effective a post-effective amendment to such Registration Statement in connection with the filing of the Company's Annual Report on Form 10-K, and such suspension shall not be subject to the provisions of subsection 3.4.4. In the event the Company exercises its rights under the preceding sentences in this Section 3.4, the Holders agree to suspend, immediately upon their receipt of the notices referred to in this Section 3.4, their use of the Registration Statement or Prospectus in connection with any resale or other disposition of Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.4.3 Subject to subsection 3.4.4, (a) during the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date sixty (60) 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 maintain the effectiveness of the applicable Registration Statement, or (b) if, pursuant to subsection 2.1.5, Holders have requested an Underwritten Offering and the Company and Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to subsection 2.1.5 or Section 2.4.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to subsection 3.4.2 or a registered offering pursuant to subsection 3.4.3 shall be exercised by the Company on not more than two (2) occasions and, in the aggregate, for not more than sixty (60) consecutive calendar days or more than one hundred-twenty (120) total calendar days in each case, during any twelve (12)-month period.

3.5 **Reporting Obligations**. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to 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. 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 resell or otherwise dispose of shares of Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing any customary legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

4.1 **Indemnification**.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, employees, advisors, agents, representatives, members and each person who controls such Holder (within the meaning of the Securities Act) (collectively, the "**Holder Indemnified Persons**") against all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and inclusive of all reasonable attorneys' fees arising out of the enforcement of each such persons' rights under this Section 4.1) as incurred arising out of or resulting from any Misstatement or alleged Misstatement, except insofar as the same are caused by or contained or included in any information furnished in writing to the Company by or on behalf of such Holder Indemnified Person specifically for use therein.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish 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 and hold harmless the Company, its officers, directors, employees, advisors, agents, representatives and each person who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees and inclusive of all reasonable attorneys' fees arising out of the enforcement of each such persons' rights under this Section 4.1) resulting from any Misstatement or alleged Misstatement, but only to the extent that the same are made in reliance on and in conformity with information relating to the Holder so furnished in writing to the Company by or on behalf of such Holder specifically for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and in no event shall the liability of any selling Holder hereunder be greater in amount than the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement giving rise to such indemnification obligation.

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

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, advisor, agent, representative, member or controlling person or entity of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 of this Agreement is held by a court of competent jurisdiction to be unavailable to an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall to the extent permitted by law contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and 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 a court of law by reference to, among other things, whether the Misstatement or alleged Misstatement relates to information supplied by such indemnifying party or such 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 of this Agreement, any reasonable 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 or sent by overnight mail via a reputable overnight carrier, in each case providing evidence of delivery or (iii) transmission by facsimile or email. 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 (3rd) business day following the date on which it is mailed, in the case of notices delivered by courier service, hand delivery, or overnight mail 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, and in the case of notices delivered by facsimile or email, at such time as it is successfully transmitted to the addressee. Any notice or communication under this Agreement must be addressed, if to the Company, to: Wag Labs, Inc., 55 Francisco Street, Suite 360, San Francisco, CA 94133, Attention: General Counsel, or by email at: legal@wagwalking.com, or if to any Holder, to the address of such Holder as it appears in the applicable register for the Registrable Securities or such other address as may be designated in writing by such Holder (including on the signature pages hereto). 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 and the Holders of Registrable Securities, as the case may be, hereunder may not be assigned or delegated by the Company or the Holders of such Registrable Securities, as the case may be, in whole or in part, except in connection with a Transfer of Registrable Securities by such Holder to a Permitted Transferee but only if such Permitted Transferee agrees to become bound by the restrictions set forth in this Agreement.

5.2.2 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors.

5.2.3 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 of this Agreement.

5.2.4 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 of this Agreement 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 Adjustments. If there are any changes in the Common Stock as a result of share split, share dividend, combination or reclassification, or through merger, consolidation, recapitalization or other similar event, appropriate adjustment shall be made in the provisions of this Agreement, as may be required, so that the rights, privileges, duties and obligations under this Agreement shall continue with respect to the Common Stock as so changed.

5.5 **Governing Law; Venue**. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION.

5.6 **Trial by Jury**. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.7 **Amendments and Modifications**. Upon the written consent of (i) the Company, (ii) the Holders of at least a majority in interest of the Registrable Securities held by the Holders at the time in question and (iii) the Sponsor (provided that at the time of such consent, the Sponsor holds at least 25% of the amount of outstanding shares of Common Stock of the Company that it held at the Closing), 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, (a) any amendment hereto or waiver hereof that adversely affects any Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of each such Holder so affected and (b) any amendment or waiver hereof that adversely affects the rights expressly granted to the Sponsor shall require the consent of the Sponsor. 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.

5.8 **Other Registration Rights**. The Company represents and warrants that no person, other than (a) a Holder, (b) the parties to those certain Subscription Agreements, dated February 2, 2022, by and between the Company and certain investors and (c) holders of the Company's warrants pursuant to that certain Warrant Agreement, dated as of August 30, 2021, by and between the Company and Continental Stock Transfer & Trust Company, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

5.9 **Term**. This Agreement shall terminate upon the earlier of (i) the fifth (5th) anniversary of the date of this Agreement and (ii) with respect to any Holder, the date as of which such Holder ceases to hold any Registrable Securities. The provisions of Article IV shall survive any termination.

5.10 **Holder Information**. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

5.11 **Additional Holders; Joinder**. In addition to persons or entities who may become Holders pursuant to Section 5.2 hereof, subject to the prior written consent of each of the Sponsor (so long as the Sponsor holds at least 25% of the amount of outstanding shares of Common Stock of the Company that it held at the Closing) and each Holder (in each case, so long as such Holder (other than the Sponsor) and its affiliates hold, in the aggregate, at least five percent (5%) of the outstanding shares of Common Stock of the Company), the Company may make any person or entity who acquires Common Stock or rights to acquire Common Stock after the date hereof a party to this Agreement (each such person or entity, an "**Additional Holder**") by obtaining an executed joinder to this Agreement from such Additional Holder in the form of Exhibit A attached hereto (a "**Joinder**"). Such Joinder shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Holder, the Common Stock of the Company then owned, or underlying any rights then owned, by such Additional Holder (the "**Additional Holder Common Stock**") shall be Registrable Securities to the extent provided herein and therein and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Common Stock.

5.12 **Severability**. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

5.13 **Entire Agreement; Restatement**. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Upon the Closing, the Existing Registration Rights Agreement shall no longer be of any force or effect.

[*Signature pages follow.*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

Wag! Group Co., a Delaware corporation

By: _____
Name:
Title:

[Signature Page to Amended and Restated Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

CHW HOLDERS

CHW ACQUISITION SPONSOR LLC
By: CHW Acquisition Founders LLC
Its: Sole Managing Member
By: MJG Partners LLC
Its: Managing Member

By: _____
Name: Mark Grundman
Title: Manager

CHARDAN CAPITAL MARKETS LLC

By: _____
Name:
Title:

B. RILEY SECURITIES, INC.

By: _____
Name:
Title:

BOOTHBAY FUND MANAGEMENT, LLC
on behalf of Boothbay Absolute Return Strategies, LP and Boothbay Diversified Alpha Master Fund LP

By: _____
Name: Daniel Bloom
Title: CFO & CCO

[Signature Page to Amended and Restated Registration Rights Agreement]

CLADRIUS LTD.

By: _____
Name: Dennis Ruggere
Title: Managing Partner

CORBIN ERISA OPPORTUNITY FUND, LTD.
by Corbin Capital Partners, L.P.
as its Investment Manager

By: _____
Name: Daniel Friedman
Title: General Counsel

CORBIN OPPORTUNITY FUND, L.P.
by Corbin Capital Partners, L.P.
as its Investment Manager

By: _____
Name: Daniel Friedman
Title: General Counsel

PINEHURST PARTNERS, L.P.
by Corbin Capital Partners, L.P.
as its Investment Manager

By: _____
Name: Daniel Friedman
Title: General Counsel

GLAZER SPECIAL OPPORTUNITY FUND I, LP

By: _____
Name: Joseph Tonnos
Title: Associate Portfolio Manager

THE HGC FUND LP

By: _____
Name: Stuart Grant
Title: CCO/COO

THE K2 PRINCIPAL FUND L.P.
by its General Partner, K2 Genpar LP
by its General Partner, K2 Genpar 2017 Inc.

By: _____
Name: Daniel Gosselin
Title: Secretary of K2 Genpar 2017 Inc.

SEVERALLY AND NOT JOINTLY
KEPOS ALPHA MASTER FUND L.P.
By: Kepos Capital. L.P., its Investment Manager

By: _____
Name: Simon Raykher
Title: General Counsel

KEPOS SPECIAL OPPORTUNITIES MASTER FUND L.P.
By: Kepos Capital. L.P., its Investment Manager

By: _____
Name: Simon Raykher
Title: General Counsel

METEORA CAPITAL PARTNERS, LP
AND/OR ITS AFFILIATES

By: _____
Name: Joseph Tonnos
Title: Associate PM & Principal

MMCAP INTERNATIONAL INC. SPC

By: _____
Name: Matthew MacIsaac
Title: Secretary MM Asset Management Inc., Investment Advisor to MMCAP International Inc. SPC

POLAR MULTI-STRATEGY MASTER FUND
By its investment advisor
Polar Asset Management Partners Inc.

By: _____
Name: Andrew Ma / Aatifa Ibrahim
Title: CCO / Legal Counsel

RADCLIFFE SPAC MASTER FUND, L.P.
By Radcliffe Capital Management, L.P., its manager

By: _____
Name: Steven Katznelson
Title: Managing Member of RGC Management Company, LLC, its general Partner

RIVERNORTH CAPITAL
MANAGEMENT, LLC, on behalf of
certain investment funds it manages

By: _____
Name: Marcus L. Collins
Title: General Counsel & Chief Compliance Officer

[Signature Page to Amended and Restated Registration Rights Agreement]

SPACE SUMMIT OPPORTUNITY FUND I LLP

By: _____
Name: Keith Fleischmann
Title: Managing Member

TENOR OPPORTUNITY MASTER FUND, LTD.

By: _____
Name: Daniel Kochav
Title: Director

[Signature Page to Amended and Restated Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

WAG HOLDERS

[Wag stockholder]

[Signature Page to Amended and Restated Registration Rights Agreement]

SCHEDULE A

CHW Holders

CHW ACQUISITION SPONSOR LLC

CHARDAN CAPITAL MARKETS LLC

B. RILEY SECURITIES, INC.

BOOTHBAY FUND MANAGEMENT, LLC
on behalf of Boothbay Absolute Return Strategies, LP
and Boothbay Diversified Alpha Master Fund LP

CLADRIUS LTD.

CORBIN ERISA OPPORTUNITY FUND, LTD.

CORBIN OPPORTUNITY FUND, L.P.

PINEHURST PARTNERS, L.P.

GLAZER SPECIAL OPPORTUNITY FUND I, LP

THE HGC FUND LP

THE K2 PRINCIPAL FUND L.P.

KEPOS ALPHA MASTER FUND L.P.

KEPOS SPECIAL OPPORTUNITIES MASTER FUND L.P.

METEORA CAPITAL PARTNERS, LP
AND/OR ITS AFFILIATES

MMCAP INTERNATIONAL INC. SPC

POLAR MULTI-STRATEGY MASTER FUND

RADCLIFFE SPAC MASTER FUND, L.P.

RIVERNORTH CAPITAL
MANAGEMENT, LLC, on behalf of
certain investment funds it manages

SPACE SUMMIT OPPORTUNITY FUND I LLP

[Schedule A to Amended and Restated Registration Rights Agreement]

TENOR OPPORTUNITY MASTER FUND, LTD.

Wag Holders

[Wag stockholder]

[Schedule A to Amended and Restated Registration Rights Agreement]

EXHIBIT A
REGISTRATION RIGHTS AGREEMENT JOINDER

The undersigned is executing and delivering this joinder (this "***Joinder***") pursuant to the Amended and Restated Registration Rights Agreement, dated as of [_____], 2022 (as the same may hereafter be amended, the "***Registration Rights Agreement***"), among Wag! Group Co., a Delaware corporation (the "***Company***"), and the other persons or entities named as parties therein. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Registration Rights Agreement.

By executing and delivering this Joinder to the Company, and upon acceptance hereof by the Company upon the execution of a counterpart hereof, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the Registration Rights Agreement as a Holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Registration Rights Agreement, and the undersigned's shares of Common Stock shall be included as Registrable Securities under the Registration Rights Agreement to the extent provided therein; provided, however, that the undersigned and its permitted assigns (if any) shall not have any rights as Holders, and the undersigned's (and its transferees') shares of Common Stock shall not be included as Registrable Securities, for purposes of the Excluded Sections.

Accordingly, the undersigned has executed and delivered this Joinder as of the _____ day of _____, 20__.

_____
Signature of Stockholder

_____
Print Name of Stockholder

Its:

Address: _____

_____

_____

Agreed and Accepted as of
_____, 20___

Wag! Group Co.

By: _____

Name: _____

Its: _____

Exhibit 10.3

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is entered into this February 2, 2022, by and among CHW Acquisition Corporation, a Cayman Islands exempted company (the "Issuer") and the undersigned ("Subscriber").

WHEREAS, substantially concurrently with the execution and delivery of this Subscription Agreement, the Issuer is entering into that certain Business Combination Agreement, dated as of the date of this Subscription Agreement (as may be amended or supplemented from time to time, the "Business Combination Agreement"), by and among the Issuer, CHW Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Issuer ("Merger Sub"), and Wag Labs, Inc., a Delaware corporation (together with its direct and indirect subsidiaries, "Target"), pursuant to which, among other things, (i) Issuer will domesticate as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law and the Cayman Islands Companies Act (As Revised) (the "Domestication") and (ii) immediately following the consummation of the Domestication, Merger Sub will merge with and into Target (the "Merger" and, together with the Domestication, the "Transactions", and the consummation of the Merger in accordance with the Business Combination Agreement, the "Merger Closing"), with the Target surviving the Merger as a wholly owned subsidiary of the Issuer.

WHEREAS, in connection with the Transactions, the Issuer is seeking commitments from interested investors to purchase, prior to the Merger Closing, Issuer's common stock, par value $0.0001 per share (the "Common Shares");

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

1. Backstop and Subscription.

1.1 Subject to the terms and conditions hereof, at the Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and the Company hereby agrees to issue and sell to Subscriber, subject to the substantially concurrent Merger Closing and the other terms and conditions set forth herein and upon the payment of $10.00 per share (the "Share Purchase Price", and the aggregate purchase price, the "Purchase Price"), a number of Common Shares set forth underneath Subscriber's name on the signature page hereto (its "Backstop Allocation") (such subscription and issuance, the "Subscription").

1.2 If Subscriber acquires shares in the open market between the date of this Agreement and the close of business on the third Trading Day (as defined below) prior to the special meeting of Issuer shareholders (the "Purchase Deadline"), then the Backstop Allocation shall be reduced on a share-for-share basis by the number of shares so acquired. All such purchases shall be made by Subscriber via open market purchases or in privately negotiated transactions with third parties, provided that any such purchases settle no later than the Purchase Deadline. On the date immediately following the Purchase Deadline, and at such other times as may be requested by the Issuer, the Subscriber shall (x) notify the Issuer in writing of the number of Common Shares so purchased pursuant to this Section 1.2 (the "Market Shares") and the aggregate purchase price paid therefor by Subscriber and (y) in the case of any Market Shares acquired in privately negotiated transactions with third parties, provide the Issuer with all documentation reasonably requested by the Issuer and its advisors (including without limitation, its legal counsel) and its transfer agent and proxy solicitor to confirm that: (A) Subscriber purchased, or has contracted to purchase, such shares, and (B) in the event that the seller of such shares was the holder of such shares on the record date for the special meeting of Issuer shareholders, the seller of such shares has provided to Subscriber a representation that (I) the seller voted such shares in favor of the Merger and the other proposals of the Issuer set forth in the proxy statement/prospectus to be filed by the Issuer in connection with the Transactions and (II) the seller of such shares did not exercise its redemption rights for such shares in connection with the special meeting of Issuer shareholders. For purposes hereof, "Trading Day" shall mean a day during which trading in Common Shares generally occurs on the Nasdaq Capital Market or, if the Common Shares not listed on the Nasdaq Capital Market, on the principal other national or regional securities exchange on which the Common Shares are then listed or, if the Common Shares not listed on a national or regional securities exchange, on the principal other market on which the Common Shares are then listed or admitted for trading.

1.3 Subscriber acknowledges and agrees that, as a result of the Domestication, the Subscribed Shares and Market Shares purchased pursuant to Section 1.1 and Section 1.2 hereof shall be Common Shares of Issuer as a Delaware corporation (and not, for the avoidance of doubt, ordinary shares of Issuer as a Cayman Islands exempted company).

2. Closing.

2.1 Subject to the satisfaction or waiver of the conditions set forth in Section 2 (other than those conditions that by their nature are to be satisfied at the closing of the Subscription contemplated hereby (the "Closing"), but without affecting the requirement that such conditions be satisfied or waived at the Closing), the Closing shall occur following the Domestication and at a time immediately prior to or substantially concurrently with, the consummation of the Merger (such date, the "Closing Date") in the sequence contemplated in the recitals to this Agreement and is contingent upon the subsequent occurrence of the consummation of the Transactions. Not less than five business days (as defined herein) prior to the anticipated Closing Date, the Issuer shall provide written notice to Subscriber (the "Closing Notice") specifying (i) the anticipated Closing Date and (ii) the wire instructions for delivery of the Purchase Price to the Issuer. For the purposes of this Subscription Agreement, "business day" means any other day other than a Saturday, Sunday or any other day on which commercial banks are required or authorized to be closed in the State of New York.

2.2 Subject to the satisfaction or waiver of the conditions set forth in Section 2.3 and Section 2.4 (other than those conditions that by their nature are to be satisfied at Closing, but without affecting the requirement that such conditions be satisfied or waived at Closing):

2.2.1 Subscriber shall deliver to the Issuer, no later than two business days before the Closing Date (as specified in the Closing Notice) or such other date as otherwise agreed to by the Issuer and Subscriber (such date, the "Purchase Price Payment Date") the Purchase Price for the Acquired Shares by wire transfer of U.S. dollars in immediately available funds to the account specified by the Issuer in the Closing Notice (which account shall be for the benefit of Subscriber until the Closing Date), and any information that is reasonably requested in the Closing Notice that is required in order to enable the Issuer to issue the Acquired Shares, including, without limitation, the legal name of the person (or nominee) in whose name such Acquired Shares are to be issued and a duly executed Internal Revenue Service Form W-9 or W-8, as applicable, *provided*, *however*, in the case of a Subscriber that is an "investment company" registered under the Investment Company Act of 1940, as amended, payment may be made to an account specified by the Issuer and subject to such procedures otherwise mutually agreed by Subscriber and the Issuer.

2.2.2 On the Closing Date, the Issuer shall deliver to Subscriber (i) the Acquired Shares against and upon payment by Subscriber in book-entry form, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable and (ii) evidence from the Issuer's transfer agent of the issuance of the Acquired Shares were issued to Subscriber in book-entry form on and as of the Closing Date; *provided*, *however*, that the Issuer's obligation to issue the Acquired Shares to Subscriber is contingent upon Issuer having received the Purchase Price in full in accordance with this Section 2.

2.2.3 Each book entry for the Acquired Shares shall contain a legend in substantially the following form:

THE OFFER AND SALE OF THE SECURITIES REPRESENTED HEREBY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM.

2.3 The Issuer's obligation to effect the Closing shall be subject to the satisfaction on the Closing Date, or, to the extent permitted by applicable law, the waiver by the Issuer, of each of the following conditions:

2.3.1 all representations and warranties of Subscriber contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect (as defined herein), which representations and warranties shall be true and correct in all respects) at and as of the Closing Date (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true in all respects) as of such date);

2.3.2 Subscriber shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing; *provided*, that, this condition shall be deemed satisfied unless written notice of such noncompliance is provided by the Issuer to Subscriber and Subscriber fails to cure such noncompliance in all material respects within five business days of receipt of such notice;

2.3.3 no governmental authority shall have issued, enforced or entered any judgment or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the Subscription illegal or otherwise preventing or prohibiting consummation of the Subscription;

2.3.4 all conditions precedent to the Issuer's obligation to effect the Transactions set forth in the Business Combination Agreement shall have been satisfied or waived (other than those conditions that (i) may only be satisfied at the closing of the Transactions, but subject to the satisfaction or waiver of such conditions as of the closing of the Transactions or (ii) will be satisfied by the Closing);

2.3.5 the Domestication shall have been completed and effective in all respects.

2.4 Subscriber's obligation to effect the Closing shall be subject to the satisfaction on the Closing Date, or to the extent permitted by applicable law, the written waiver by Subscriber, of each of the following conditions:

2.4.1 no suspension of the listing or qualification for offering or sale or trading on the Nasdaq Capital Market ("Nasdaq"), or another national securities exchange, of the Common Shares, and to the Issuer's knowledge, no initiation nor threatening of any proceedings for any of such purposes, shall have occurred and be continuing, and the Acquired Shares shall have been approved for listing, subject to official notice of issuance, on Nasdaq or another national securities exchange

2.4.2 all representations and warranties of the Issuer contained in this Subscription Agreement shall be true and correct in all material respects at and as of the Closing Date (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects as of such date), in each case except where such non-compliance, default or violation has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

2.4.3 the Issuer shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing, except where the failure of such performance, satisfaction or compliance would not or would not reasonably be expected to prevent, materially delay or materially impair the ability of the Issuer to consummate the Closing; *provided*, that, this condition shall be deemed satisfied unless written notice of such noncompliance is provided by Subscriber to the Issuer and the Issuer fails to cure such noncompliance in all material respects within five business days of receipt of such notice;

2.4.4 no governmental authority shall have issued, enforced or entered any judgment or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the Subscription illegal or otherwise preventing or prohibiting consummation of the Subscription;

2.4.5 all conditions precedent to the closing of the Transactions as set forth in the Business Combination Agreement shall have been satisfied or waived (as determined by the parties to the Business Combination Agreement and other than those conditions that (i) may only be satisfied at the closing of the Transactions, but subject to the satisfaction or waiver of such conditions as of the closing of the Transactions or (ii) will be satisfied by the Closing); and

2.4.6 except to the extent consented to in writing by Subscriber, the Business Combination Agreement (as filed with the Securities and Exchange Commission (the "Commission") on or shortly after the date hereof) shall not have been amended, modified, supplemented or waived in a manner that would reasonably be expected to materially and adversely affect the economic benefits that Subscriber (in its capacity as such) would reasonably expect to receive under this Subscription Agreement.

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

2.6 In the event that the closing of the Transactions does not occur within three business days of the Closing Date specified in the Closing Notice, unless otherwise agreed by the Issuer and Subscriber, the Issuer shall promptly (but not later than three business days thereafter) return the Purchase Price to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber, and any book entries representing the Acquired Shares shall be deemed cancelled. Notwithstanding such cancellation, failure to close on the Closing Date specified in the Closing Notice shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in this Section 2 to be satisfied or waived, unless and until this Subscription Agreement is terminated in accordance with Section 7 herein, Subscriber shall remain obligated (i) to redeliver funds to the Issuer following the Issuer's delivery to Subscriber of a new Closing Notice with a new Closing Date in accordance with the terms and conditions of this Section 2 and (ii) upon satisfaction or waiver of the conditions set forth in this Section 2 to consummate the Closing immediately prior to or substantially concurrently with the consummation of the Transactions. For the avoidance of doubt, if any termination hereof occurs after the delivery by Subscriber of the Purchase Price for the Acquired Shares, the Issuer shall promptly (and no later than two business days after such termination) return the Purchase Price to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber without any deduction for or on account of any tax, withholding, charges or set-off.

3. Issuer Representations, Warranties and Covenants. The Issuer represents and warrants as of the date hereof and covenants on the Closing Date, that:

3.1 As of the date hereof, Issuer is an exempted company duly incorporated, validly existing and in good standing under the laws of the Cayman Islands. As of the Closing Date, following the Domestication, the Issuer will be duly incorporated, validly existing as a corporation and in good standing under the laws of the State of Delaware. The Issuer has, and will have following the Domestication, the requisite power and authority to own, lease and operate its properties and conduct its business as presently conducted and as shall be conducted following the Domestication and to enter into, deliver and perform its obligations under this Subscription Agreement.

3.2 As of the Closing Date, the Acquired Shares will have been duly authorized and, when issued and delivered to Subscriber against full payment for the Acquired Shares in accordance with the terms of this Subscription Agreement, the Acquired Shares will be validly issued, fully paid and non-assessable, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws) and will not have been issued in violation of or subject to any preemptive or similar rights created under the Issuer's certificate of incorporation and bylaws (as in effect at such time of issuance) or under the laws of the State of Delaware.

3.3 This Subscription Agreement and the Business Combination Agreement (collectively, the "Transaction Documents") have been duly authorized, executed and delivered by the Issuer and, assuming that the Transaction Documents have been duly authorized, executed and delivered by the other parties thereto, constitute the valid and legally binding obligation of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

3.4 Assuming the accuracy of Subscriber's representations and warranties in Section 4, the execution and delivery by the Issuer of the Transaction Documents, and the performance by the Issuer of its obligations under the Transaction Documents, including the issuance and sale of the Acquired Shares and the consummation of the other transactions contemplated herein and therein, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound or to which any of the property or assets of the Issuer is subject, which would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of the Issuer (a "Material Adverse Effect") or materially affect the validity of the Acquired Shares or the legal authority of the Issuer to comply in all material respects with the terms of this Subscription Agreement; (ii) the organizational documents of the Issuer; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of their properties that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or materially affect the validity of the Acquired Shares or the legal authority of the Issuer to comply in all material respects with the terms of this Subscription Agreement.

3.5 There are no securities or instruments issued by or to which the Issuer is a party containing anti-dilution or similar provisions that will be triggered by the issuance of the Acquired Shares that have not been or will not be validly waived on or prior to the Closing Date.

3.6 The Issuer is not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of (i) the organizational documents of the Issuer, (ii) any loan or credit agreement, guarantee, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which the Issuer is now a party or by which the Issuer's properties or assets are bound, or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of its properties, except, in the case of clauses (ii) and (iii), for defaults or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.7 Assuming the accuracy of Subscriber's representations and warranties in Section 4, the Issuer is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization (including Nasdaq), or other person in connection with the execution, delivery and performance by the Issuer of this Subscription Agreement (including, without limitation, the issuance of the Acquired Shares), other than: (i) the filing with the Commission of the Registration Statement (as defined below); (ii) the filings required by applicable state or federal securities laws; (iii) the filings required in accordance with Section 9.14, (iv) those required by Nasdaq, including with respect to obtaining shareholder approval; (v) any filing, the failure of which to obtain would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or have a material adverse effect of the Issuer's ability to consummate the transactions contemplated hereby, including the sale and issuance of the Acquired Shares; and (vi) as set forth in the Business Combination Agreement.

3.8 As of the date hereof, the authorized share capital of the Issuer consists of (i) 1,000,000 preference shares, par value $0.0001 per share (the "CHW Preference Shares"), (ii) 110,000,000 ordinary shares, par value $0.0001 per share (the "CHW Ordinary Shares"). As of the date hereof and as of immediately prior to the Domestication: (A) no CHW Preference Shares are or will be issued and outstanding, (B) 15,687,500 CHW Ordinary Shares are and will be issued and outstanding, and (C) 16,738,636 warrants (the "CHW Warrants"), each evidencing the right to purchase one CHW Ordinary Share at an exercise price of $11.50 per CHW Ordinary Share, are and will be outstanding. All (i) issued and outstanding CHW Ordinary Shares have been duly authorized and validly issued, are fully paid and are non-assessable and are not subject to preemptive rights and (ii) outstanding warrants have been duly authorized and validly issued, are fully paid and are not subject to preemptive rights. Except as set forth above and pursuant to the Business Combination Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Issuer any CHW Ordinary Shares or other equity interests in the Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. As of the date hereof, the Issuer has no direct subsidiaries (other than Merger Sub) and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There are no shareholder agreements, voting trusts or other agreements or understandings to which the Issuer is a party or by which it is bound relating to the voting of any securities of the Issuer, other than (A) as set forth in the SEC Documents (as defined below) and (B) as contemplated by the Business Combination Agreement.

3.9 Immediately following the Domestication, the authorized share capital of Issuer will consist of (i) 1,000,000 shares of preferred stock, par value $0.0001 per share (the "Preferred Stock") and (ii) 110,000,000 Common Shares. As of immediately following the Domestication: (A) no shares of Preferred Stock will be issued and outstanding, (B) 15,687,500 Common Shares will be issued and outstanding, and (C) 16,738,636 warrants, each evidencing the right to purchase one Share at an exercise price of $11.50 per Share, will be outstanding. All (i) issued and outstanding Common Shares will have been duly authorized and validly issued, fully paid and are non-assessable and are not subject to preemptive rights, and (ii) outstanding warrants will have been duly authorized and validly issued, fully paid and will not be subject to preemptive rights. Except as set forth above and pursuant to the Business Combination Agreement, there will be no outstanding options, warrants or other rights to subscribe for, purchase or acquire from Issuer any Common Shares or other equity interests in Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. As of immediately prior to the Domestication, Issuer will have no direct subsidiaries (other than Merger Sub) and will not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There will be no shareholder agreements, voting trusts or other agreements or understandings to which Issuer is a party or by which it is bound relating to the voting of any securities of Issuer, other than (A) as set forth in the SEC Documents (as defined below) and (B) as contemplated by the Business Combination Agreement.

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

3.11 The issued and outstanding CHW Ordinary Shares are (and following the Domestication, the Common Shares will be) registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and are listed for trading on Nasdaq. There is no suit, action, proceeding or investigation pending or, to the knowledge of the Issuer, threatened against the Issuer by Nasdaq or the Commission with respect to any intention by such entity to deregister the CHW Ordinary Shares or prohibit or terminate the listing of the CHW Ordinary Shares or Common Shares on Nasdaq. Except in the connection with the Transactions, the Issuer has taken no action that is designed to terminate the registration of the CHW Ordinary Shares under the Exchange Act or the listing of the CHW Ordinary Shares on Nasdaq.

3.12 Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4, no registration under the Securities Act of 1933, as amended (the "Securities Act") is required for the offer and sale of the Acquired Shares by the Issuer to Subscriber in the manner contemplated by this Subscription Agreement, and the Acquired Shares are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

3.13 Neither the Issuer nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with any offer or sale of the Acquired Shares.

3.14 The Issuer has made available to Subscriber (including via the Commission's EDGAR system) a copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other document, if any, filed by the Issuer with the Commission since its initial registration of the CHW Ordinary Shares (the "SEC Documents"), which SEC Documents, as of their respective filing dates, complied in all material respects with the requirements of the Exchange Act and Securities Act applicable to the SEC Documents and the rules and regulations of the Commission promulgated thereunder applicable to the SEC Documents. None of the SEC Documents filed under the Exchange Act (except to the extent that information contained in any SEC Document has been superseded by a later timely filed SEC Document) contained, when filed, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of any SEC Document that is a registration statement, or included, when filed, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in the case of all other SEC Documents; *provided*, that, with respect to the Transactions or any other information relating to the Transactions or to Target or any of its affiliates that is included the proxy statement/prospectus to be filed by the Issuer in connection with the Transactions, any SEC Document or exhibit thereto filed by the Issuer, the representation and warranty in this sentence is made to the Issuer's knowledge. The Issuer has timely filed each SEC Document that the Issuer was required to file with the Commission since its inception. There are no material outstanding or unresolved comments in comment letters from the staff of the Commission with respect to any of the SEC Documents.

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

3.16 Except for placement fees payable to Oppenheimer & Co. Inc. in its capacity as placement agent for the offer and sale of the Acquired Shares (in such capacity, the "Placement Agent"), the Issuer has not paid, and is not obligated to pay, any brokerage, finder's or other commission or similar fee in connection with the Issuer's issuance and the sale of the Acquired Shares.

3.17 The Issuer is not, and immediately after receipt of payment for the Acquired Shares will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.18 Neither the Issuer, its subsidiaries or any of its affiliates, nor any person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Acquired Shares under the Securities Act, whether through integration with prior offerings pursuant to Rule 502(a) of the Securities Act or otherwise.

3.19 The Issuer will not directly or indirectly use the proceeds of the sale of the Acquired Shares, or lend, contribute or otherwise make available such proceeds to a subsidiary, joint venture partner or other person or entity, (i) to fund a person or entity named on the List of Specially Designated Nationals and Blocked Persons, the Executive Order 13599 List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, each of which is administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively "OFAC Lists"), (ii) owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List, (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States, (iv) that is a Designated National (as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515) or (v) that is a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank.

3.20 The Issuer agrees that the Placement Agent may rely upon the acknowledgments, understandings, agreements, representations and warranties made by the Issuer to Subscriber in this Subscription Agreement.

4. Subscriber Representations and Warranties. Subscriber represents and warrants as of the date hereof and covenants that on the Closing Date, that:

4.1 Subscriber has been duly formed or incorporated and is validly existing in good standing (to the extent the concept of good standing is applicable in such jurisdiction) under the laws of its jurisdiction of incorporation or formation, with the requisite entity power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

4.2 This Subscription Agreement has been duly authorized, executed and delivered by Subscriber. Assuming the due authorization, execution and delivery of the same by the Issuer, this Subscription Agreement constitutes the valid and legally binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

4.3 The execution and delivery by Subscriber of this Subscription Agreement, and the performance by Subscriber of its obligations under this Subscription Agreement, including the purchase of the Acquired Shares and the consummation of the other transactions contemplated herein, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber is a party or by which Subscriber is bound or to which any of the property or assets of Subscriber is subject, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of Subscriber, taken as a whole (a "Subscriber Material Adverse Effect"), or materially affect the legal authority of Subscriber to comply in all material respects with the terms of this Subscription Agreement; (ii) the organizational documents of Subscriber; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of Subscriber's properties that would reasonably be expected to have a Subscriber Material Adverse Effect or materially affect the legal authority of Subscriber to comply in all material respects with this Subscription Agreement.

4.4 Subscriber (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" (within the meaning of Rule 501) under the Securities Act, in each case, satisfying the applicable requirements set forth on Schedule A, (ii) is acquiring the Acquired Shares only for its own account and not for the account of others, or if the undersigned is subscribing for the Acquired Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a "qualified institutional buyer" or an "accredited investor" (each as defined above) and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account and (iii) is not acquiring the Acquired Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act. Subscriber has completed Schedule A following the signature page hereto and the information contained therein is accurate and complete. Subscriber is not an entity formed for the specific purpose of acquiring the Acquired Shares, unless Subscriber is a newly formed entity in which all of the equity owners are accredited investors, and is an "institutional account" as defined by FINRA Rule 4512(c). Accordingly, Subscriber is aware that this offering of the Acquired Shares meets the exemptions from filing under FINRA Rule 5123(b)(1)(A), (C) or (J).

4.5 Subscriber understands that the Acquired Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Acquired Shares have not been registered under the Securities Act. Subscriber understands that the Acquired Shares may not be offered, resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except: (i) to the Issuer or a subsidiary thereof; (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act; (iii) pursuant to Rule 144 promulgated under the Securities Act ("Rule 144"), *provided* that all of the applicable conditions thereof have been met; or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act, including pursuant to a private sale effected under Section 4(a)(7) of the Securities Act or applicable formal or informal Commission interpretation or guidance, such as a so-called "4(a)(1) and a half" sale, and that any book-entry records representing the Acquired Shares shall contain a legend to such effect. Subscriber acknowledges that the Acquired Shares will not be eligible for resale pursuant to Rule 144A under the Securities Act. Subscriber understands and agrees that the Acquired Shares will be subject to the foregoing transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Acquired Shares and may be required to bear the financial risk of an investment in the Acquired Shares for an indefinite period of time. Subscriber acknowledges and agrees that the Acquired Shares will not be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 until at least one year from the filing of certain required information with the Commission after the Closing Date. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Acquired Shares.

4.6 Subscriber understands and agrees that Subscriber is purchasing the Acquired Shares directly from the Issuer. Subscriber further acknowledges that there have been no representations, warranties, covenants and agreements made to Subscriber by the Issuer or any of its control persons, officers, directors, employees, partners, agents or representatives, any other party to the Transactions or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Subscription Agreement. Subscriber acknowledges that certain information provided by the Issuer was based on projections, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections.

4.7 Subscriber's acquisition and holding of the Acquired Shares will not constitute or result in a non-exempt prohibited transaction under section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or any applicable similar law.

4.8 In making its decision to subscribe for and purchase the Acquired Shares, Subscriber represents that it has relied solely upon its own independent investigation and the Issuer's representations and warranties in Section 3. Without limiting the generality of the foregoing, Subscriber has not relied on any statements or other information provided by the Placement Agent or any of its respective affiliates, or any of their respective officers, directors, employees or representatives, concerning the Issuer or the Acquired Shares or the offer and sale of the Acquired Shares. Subscriber acknowledges and agrees that Subscriber has received and has had the opportunity to review such information as Subscriber deems necessary in order to make an investment decision with respect to the Acquired Shares, including with respect to the Issuer, Target, and the Transactions. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have (i) had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Acquired Shares and (ii) conducted and completed its own independent due diligence with respect to the Transactions. Except for the representations, warranties and agreements of the Issuer expressly set forth in this Subscription Agreement, Subscriber is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice it deems appropriate) with respect to the Transactions, the Acquired Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Issuer including, but not limited to, all business, legal, regulatory, accounting, credit and tax matters.

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

4.10 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Acquired Shares, including those set forth in the SEC Documents. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Acquired Shares, and Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision. Accordingly, Subscriber acknowledges that the offering of the Acquired Shares meets the institutional account exemptions from filing under FINRA Rule 2111(b).

4.11 Subscriber acknowledges and agrees that neither the Placement Agent nor any of its affiliates (nor any officer, director, employee or representative of the Placement Agent or its affiliates) has provided Subscriber with any information or advice with respect to the Acquired Shares nor is such information or advice necessary or desired. Subscriber acknowledges that neither the Placement Agent, affiliates of the Placement Agent, or any of their respective officers, directors, employees, representatives or controlling persons (i) has made any representation as to the Issuer or the quality of the Acquired Shares, and the Placement Agent may have acquired non-public information with respect to the Issuer which Subscriber agrees, subject to applicable law, need not be provided to it; (ii) has made an independent investigation with respect to the Issuer or the Acquired Shares or the accuracy, completeness or adequacy of any information supplied to Subscriber by the Issuer; (iii) has acted as Subscriber's financial advisor or fiduciary in connection with the issuance and purchase of the Acquired Shares; and (iv) has prepared a disclosure or offering document in connection with the offer and sale of the Acquired Shares. For the avoidance of the doubt, Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by the Placement Agent in making its investment or decision to invest in the Issuer.

4.12 Subscriber acknowledges and agrees that neither the Placement Agent, any affiliate of the Placement Agent or any of its officers, directors, employees, representatives or controlling persons will have any liability to Subscriber in connection with Subscriber's purchase of the Acquired Shares. Without limitation of the foregoing, Subscriber hereby further acknowledges and agrees that (i) the Placement Agent is acting solely as a placement agent in connection with the transactions contemplated hereby and are not acting as underwriters, initial purchasers, dealers or in any other such capacity and are not and shall not be construed as a fiduciary for Subscriber, (ii) the Placement Agent has not made and will not make any representation or warranty, whether express or implied, of any kind or character and have not provided any advice or recommendation in connection with the transactions contemplated hereby, and (iii) the Placement Agent will have no responsibility with respect to (A) any representations, warranties or agreements made by any person or entity under or in connection with the transactions contemplated hereby or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) of any thereof, or (B) the financial condition, business, or any other matter concerning the Issuer or the transactions contemplated hereby.

4.13 Subscriber represents and acknowledges that Subscriber, alone or together with any professional advisor(s), has analyzed and considered the risks of an investment in the Acquired Shares and determined that the Acquired Shares are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Issuer. Subscriber acknowledges specifically that a possibility of total loss exists.

4.14 Subscriber understands that no federal or state agency has passed upon or endorsed the merits of the offering of the Acquired Shares or made any findings or determination as to the fairness of an investment in the Acquired Shares.

4.15 Subscriber is not (i) a person or entity named on the OFAC Lists, (ii) owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List, (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade, economic and financial restrictions by the United States (including without limitation the U.S. Department of the Treasury, Office of Foreign Assets Control, the U.S. Department of State, and the U.S. Department of Commerce), the European Union and enforced by its member states, the United Nations and the United Kingdom, (iv) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (v) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. section 5311 et seq.), as amended by the USA PATRIOT Act of 2001, and its implementing regulations (collectively, the "BSA/PATRIOT Act"), that Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed to ensure compliance with OFAC-administered sanctions programs, including for the screening of its investors against the OFAC Lists. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Acquired Shares were legally derived and any returns from Subscriber's investment will not be used to finance any illegal activities.

4.16 Subscriber is not owned or controlled by or acting on behalf of (in connection with this Transaction), a person or entity resident in, or whose funds used to purchase the Subscribed Shares are transferred from or through, a country, territory or entity that (i) has been designated as non-cooperative with international anti-money laundering or counter terrorist financing principles or procedures by the United States or by an intergovernmental group or organization, such as the Financial Action Task Force, of which the United States is a member; (ii) is the subject of an advisory issued by the Financial Crimes Enforcement Network of the U.S. Department of the Treasury; or (iii) has been designated by the Secretary of the Treasury under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns (any such country or territory, a "Non-cooperative Jurisdiction"), or an entity or individual that resides or has a place of business in, or is organized under the laws of, a Non-cooperative Jurisdiction.

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

4.18 Subscriber is not currently (and at all times through the Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) acting for the purpose of acquiring, holding, voting or disposing of equity securities of the Issuer (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

4.19 If Subscriber is or is acting on behalf of (i) an employee benefit plan that is subject to Title I of ERISA, (ii) a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code, (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement described in clauses (i) and (ii) (each, an "ERISA Plan"), or (iv) an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing clauses (i), (ii) or (iii) but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws," and together with the ERISA Plans, the "Plans"), Subscriber represents and warrants that (i) neither the Issuer, nor any of its respective affiliates (the "Transaction Parties") has provided investment advice or has otherwise acted as a Plan's fiduciary, with respect to its decision to acquire and hold the Acquired Shares, and none of the Transaction Parties is or shall at any time be a Plan's fiduciary with respect to any decision to acquire and hold the Acquired Shares, and none of the Transaction Parties is or shall at any time be a Plan's fiduciary with respect to any decision in connection with Subscriber's investment in the Acquired Shares; and (ii) its purchase of the Acquired Shares will not result in a non-exempt prohibited transaction under section 406 of ERISA or section 4975 of the Code, or any applicable Similar Law.

4.20 At the Purchase Price Payment Date, Subscriber will have sufficient funds to pay the Purchase Price pursuant to Section 2.2.1.

4.21 Except for the Placement Agent, no broker or finder is entitled to any brokerage or finder's fee or commission solely in connection with the sale of the Acquired Shares to Subscriber.

4.22 Subscriber agrees that the Placement Agent may rely upon the acknowledgments, understandings, agreements, representations and warranties made by Subscriber to the Issuer in this Subscription Agreement.

4.23 Subscriber agrees that none of (i) the Placement Agent, its affiliates or any of the Placement Agent's or its affiliates' control persons, officers, directors or employees, in each case, absent their own gross negligence, fraud or willful misconduct or (ii) any party to the Business Combination Agreement, including any such party's representatives, affiliates or any of its or their control persons, officers, directors or employees, that is not a party hereto, shall be liable to Subscriber pursuant to this Subscription Agreement for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Acquired Shares.

5. Most Favored Nation. The Issuer agrees that it will not enter into any agreement or understanding with any other investor between the date hereof and the earlier of the Closing and the termination of this Agreement in accordance with its terms in respect of the purchase of shares of capital stock of the Issuer that that have the effect of establishing rights or otherwise benefiting such investor in a manner more favorable in any material respect to such investor than the rights and benefits established in favor of the Subscriber by the Transaction Documents; unless, in any such case, the Subscriber has been provided with such rights and benefits. Notwithstanding the foregoing, (i) the Transactions shall not violate this Section 5 and (ii) term "investor" as used in this Section 5 shall not be construed to include any officer, director or other employee of the Issuer in such capacity for service in such capacity regardless of whether such individual is also a shareholder of the Issuer.

6. Registration Rights.

6.1 The Issuer agrees that, within 60 business days after the consummation of the Transactions (the "Filing Date"), the Issuer will use commercially reasonable efforts to file with the Commission (at the Issuer's sole cost and expense) a registration statement on Form S-1 (the "Registration Statement"), registering the resale of the Acquired Shares, which Registration Statement may include shares of the Issuer's common stock issuable upon exercise of outstanding warrants or those held by CHW Acquisition Sponsor LLC, a Delaware limited liability company, and the Issuer shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 90th calendar day (or 120th calendar day if the Commission notifies the Issuer that it will "review" the Registration Statement) following the Closing and (ii) the 10th business day after the date the Issuer is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "Effective Date"); *provided, however*, that if the Commission is closed for operations due to a government shutdown, the Effective Date shall be extended by the same amount of days that the Commission remains closed for operations, *provided, however*, that the Issuer's obligations to include the Acquired Shares in the Registration Statement are contingent upon Subscriber furnishing in writing to the Issuer such information regarding Subscriber, the securities of the Issuer held by Subscriber, and the intended method of disposition of the Acquired Shares as shall be reasonably requested by the Issuer to effect the registration of the Acquired Shares, and Subscriber shall execute such documents in connection with such registration as the Issuer may reasonably request that are customary of a selling stockholder in similar situations, including providing that the Issuer shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement during any customary blackout or similar period or as permitted hereunder; *provided*, that, Subscriber shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Acquired Shares (other than any such restrictions that may exist hereunder). Notwithstanding the foregoing, if the Commission prevents the Issuer from including any or all of the shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Acquired Shares or other shares included in the Registration Statement by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of Acquired Shares which is equal to the maximum number of Acquired Shares as is permitted by the Commission. In such event, the number of Common Shares to be registered for each selling stockholder named in the Registration Statement shall be reduced pro rata among all such selling stockholders and as promptly as practicable after being permitted to register additional shares under Rule 415 of the Securities Act, the Issuer shall amend the Registration Statement or file a new Registration Statement to register such shares not included in the initial Registration Statement and cause such amendment or Registration Statement to become effective as promptly as practicable. Upon notification by the Commission that the Registration Statement has been declared effective by the Commission, within two business days thereafter, the Issuer shall file the final prospectus under Rule 424 of the Securities Act. The Issuer will provide a draft of the Registration Statement to Subscriber for review (but not comment) at least two business days in advance of filing the Registration Statement; *provided*, that, for the avoidance of doubt, in no event shall the Issuer be required to delay or postpone the filing of such Registration Statement as a result of or in connection with Subscriber's review. In no event shall Subscriber be identified as a statutory underwriter in the Registration Statement unless requested by the Commission; *provided*, that if the Commission requests that Subscriber be identified as a statutory underwriter in the Registration Statement, Subscriber will have an opportunity to withdraw from the Registration Statement. Subscriber shall not be entitled to use the Registration Statement for an underwritten offering of Acquired Shares. For purposes of clarification, any failure by the Issuer to file the Registration Statement by the Filing Date or to effect such Registration Statement by the Effective Date shall not otherwise relieve the Issuer of its obligations to file the Registration Statement or effect the registration of the Acquired Shares set forth in this Section 6. For purposes of this Section 6, "Acquired Shares" shall include any equity security of the Issuer issued or issuable with respect to the Acquired Shares by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise.

6.2 In the case of the registration effected by the Issuer pursuant to this Subscription Agreement, the Issuer shall, upon reasonable request, inform Subscriber as to the status of such registration. At its expense the Issuer shall:

6.2.1 except for such times as the Issuer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws that the Issuer determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earliest of the following to occur: (i) Subscriber ceases to hold any Acquired Shares, (ii) the date all Acquired Shares held by Subscriber may be sold under Rule 144 within 90 calendar days, without limitation as to any public information, volume and manner of sale restrictions and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144(c)(1) or Rule 144(i)(2), and (iii) the date that is two years from the Effective Date of the Registration Statement.

6.2.2 advise Subscriber within three business days:

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

(b) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(c) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(d) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Acquired Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(e) in accordance with Section 6.3 of this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, any Registration Statement does not contain an untrue statement of a material fact or does not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any prospectus does not include an untrue statement of a material fact or does not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Notwithstanding anything to the contrary set forth herein, the Issuer shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding the Issuer other than to the extent that providing notice to Subscriber of the occurrence of the events listed in Section 6.2.2(a) through Section 6.2.2(e) above constitutes material, nonpublic information regarding the Issuer;

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

6.2.4 upon the occurrence of any event contemplated in Section 6.2.2(e), except for such times as the Issuer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Issuer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Acquired Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

6.2.5 use its commercially reasonable efforts to cause all Acquired Shares to be listed on each securities exchange or market, if any, on which the CHW Ordinary Shares issued by the Issuer have been listed;

6.2.6 use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Acquired Shares contemplated hereby and, for so long as Subscriber holds Acquired Shares, to enable Subscriber to sell the Acquired Shares under Rule 144; and

6.2.7 subject to receipt from Subscriber by the Issuer and its transfer agent of customary representations and other documentation reasonably acceptable to the Issuer and the transfer agent in connection therewith, including, if required by the transfer agent, an opinion of the Issuer's counsel, in a form reasonably acceptable to the transfer agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, upon Subscriber's request, the Issuer will reasonably cooperate with the Issuer's transfer agent, such that any remaining restrictive legend set forth on such Acquired Shares will be removed from the book entry position evidencing its Acquired Shares following the earliest of such time as such Acquired Shares hereunder are either eligible to be sold (i) pursuant to an effective registration statement or (ii) without restriction under, and without the requirement for the Issuer to be in compliance with the current public information requirements of, Rule 144 under the Securities Act. The Issuer shall be responsible for the fees of its transfer agent, its legal counsel and all Depository Trust Company fees associated with such issuance.

6.3 Notwithstanding anything to the contrary in this Subscription Agreement, the Issuer shall be entitled to delay or postpone the filing or effectiveness of the Registration Statement, and from time to time to require Subscriber not to sell under the Registration Statement or to suspend the effectiveness or use thereof, if it determines, upon the advice of outside legal counsel, that the negotiation or consummation of a transaction by the Issuer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Issuer reasonably believes would require additional disclosure by the Issuer in the Registration Statement of material information that the Issuer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Issuer, upon advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "Suspension Event"). Upon receipt of any written notice from the Issuer of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or any related prospectus includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, Subscriber agrees that (i) it will immediately discontinue offers and sales of the Acquired Shares under the Registration Statement until Subscriber receives copies of a supplemental or amended prospectus (which the Issuer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Issuer that it may resume such offers and sales and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Issuer unless otherwise required by law or subpoena. Notwithstanding anything to the contrary, the Issuer shall use its commercially reasonable efforts to cause its transfer agent to deliver unlegended shares to a transferee of Subscriber in connection with any sale of Acquired Shares with respect to which Subscriber has entered into a contract for sale, prior to Subscriber's receipt of the notice of a Suspension Event and which has not yet settled. If so directed by the Issuer, Subscriber will deliver to the Issuer or, in Subscriber's sole discretion destroy, all copies of the prospectus covering the Acquired Shares in Subscriber's possession; *provided*, *however*, that this obligation to deliver or destroy all copies of the prospectus covering the Acquired Shares shall not apply (A) to the extent Subscriber is required to retain a copy of such prospectus (x) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (y) in accordance with a bona fide pre-existing document retention policy or (B) to copies stored electronically on archival servers as a result of automatic data back-up. In addition, Subscriber agrees that any sales under the Registration Statement will be suspended from the time that the Issuer files its first annual report on Form 10-K with the Commission after the Effective Date until such time as the Commission declares any applicable post-effective amendment to the Registration Statement effective. The Issuer shall use its commercially reasonable efforts to limit such period of suspension and shall notify Subscriber when sales can recommence under the Registration Statement within two business days of the Effective Date. For the avoidance of doubt, such suspension shall not constitute a Suspension Event or be subject to any of the provisions relating thereto in this Section 6.3 (other than with respect to notification of the occurrence of such suspension).

6.4 Subscriber may deliver written notice (an "Opt-Out Notice") to the Issuer requesting that Subscriber not receive notices from the Issuer otherwise required by this Section 6; *provided*, *however*, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) the Issuer shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify the Issuer in writing at least two business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 6.4) and the related suspension period remains in effect, the Issuer will so notify Subscriber, within one business day of Subscriber's notification to the Issuer, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event or other event immediately upon its availability.

6.5 The Issuer shall, indemnify, defend and hold harmless Subscriber (to the extent a seller under the Registration Statement), its directors, officers, agents, trustees, affiliates, advisers and employees and each person who controls Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all out-of-pocket losses, claims, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement or in any amendment or supplement thereto, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue or alleged untrue statement of a material fact included in any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) any violation or alleged violation by the Issuer of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder in connection with the performance of its obligations under this Section 6, except to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Issuer by Subscriber expressly for use therein or Subscriber has omitted a material fact from such information; *provided, however*, that the indemnification contained in this Section 6 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Issuer be liable for any Losses to the extent they arise out of or are based upon a violation that occurs (A) in reliance upon and in conformity with written information furnished by Subscriber, (B) in connection with any failure of such person to deliver or cause to be delivered a prospectus made available by the Issuer in a timely manner or (C) in connection with any offers or sales effected by or on behalf of Subscriber in violation of Section 6.3 hereof. The Issuer shall notify Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 6 of which the Issuer receives notice in writing.

6.6 Subscriber shall, severally and not jointly, indemnify and hold harmless the Issuer, its directors, officers, agents and employees, and each person who controls the Issuer (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), to the fullest extent permitted by applicable law, from and against all Losses, as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement or in any amendment or supplement thereto or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue or alleged untrue statement of a material fact included in any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading but only to the extent, that such untrue or alleged untrue statements or omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Issuer by Subscriber expressly for use therein or a material fact that Subscriber has omitted from such information; *provided, however*, that the indemnification contained in this Section 6.6 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed). In no event shall the liability of Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Acquired Shares giving rise to such indemnification obligation. Subscriber shall notify the Issuer promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 6.6 of which Subscriber is aware.

6.7 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) unless, in such indemnified party's reasonable judgment, a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest exists 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 that cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which 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.

6.8 The indemnification provided for under this Subscription Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, agent, affiliate or controlling person or entity of such indemnified party and shall survive the transfer of the Acquired Shares purchased pursuant to this Subscription Agreement.

6.9 If the indemnification provided under Section 6.5 and Section 6.6 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations; *provided*, *however*, the liability of Subscriber shall be limited to the net proceeds received by Subscriber from the sale of the Acquired Shares giving rise to such indemnification obligation. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by or on behalf of (or not supplied by or on behalf of, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in this Section 6, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 6.9 from any person or entity who was not guilty of such fraudulent misrepresentation. Notwithstanding anything to the contrary herein, in no event will any party be liable for consequential, special, exemplary or punitive damages in connection with this Subscription Agreement or the transactions contemplated hereby.

6.10 In the event Subscriber becomes a party to the Amended and Restated Registration Rights Agreement entered into by certain shareholders of the Issuer in connection with the Merger Closing (the "Registration Rights Agreement", this Section 6 shall not apply and not be effective with respect to such Subscriber. For the avoidance of doubt, the Issuer acknowledges and agrees that Subscriber is not party to the Registration Rights Agreement.

7. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect (except for those provisions expressly contemplated to survive termination of this Subscription Agreement in accordance with Section 9.4), and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof (except for those provisions expressly contemplated to survive termination of this Subscription Agreement in accordance with Section 9.4), upon the earliest to occur of (i) such date and time as the Business Combination Agreement is terminated in accordance with its terms without being consummated, (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (iii) if any of the conditions of Closing set forth in Section 2 are not satisfied on or prior to the earlier of the Closing Date and November 6, 2022, and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated at the Closing, and (iv) November 6, 2022; *provided* that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination or common law intentional fraud in the making of any representation or warranty hereunder, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach or fraud. The Issuer shall promptly notify Subscriber of the termination of the Business Combination Agreement promptly after the termination of such agreement.

8. Trust Account Waiver. Subscriber acknowledges that the Issuer is a blank check company with the powers and privileges to effect a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination involving the Issuer and one or more businesses or assets. Subscriber further acknowledges that, as described in the Issuer's prospectus relating to its initial public offering dated August 30, 2021 (the "Prospectus"), available at www.sec.gov, substantially all of the Issuer's assets consist of the cash proceeds of the Issuer's initial public offering and private placements of its securities, and substantially all of those proceeds have been deposited in a trust account (the "Trust Account") for the benefit of the Issuer, its public shareholders and the underwriters of the Issuer's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to the Issuer to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the Prospectus. For and in consideration of the Issuer entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, Subscriber, on behalf of itself and its affiliates, hereby irrevocably waives any and all right, title and interest, or any claim of any kind they have or may have in the future arising out of this Subscription Agreement, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Subscription Agreement, the transactions contemplated hereby, or the Acquired Shares, regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability; *provided*, *however*, that nothing in this Section 8 shall (i) serve to limit or prohibit Subscriber's right to pursue a claim against the Issuer for legal relief against assets held outside the Trust Account, for specific performance or other equitable relief, (ii) serve to limit or prohibit any claims that Subscriber may have in the future against the Issuer's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds) or (iii) be deemed to limit any Subscriber's right, title, interest or claim to the Trust Account by virtue of such Subscriber's record or beneficial ownership of CHW Ordinary Shares acquired by any means other than pursuant to this Subscription Agreement, including, but not limited to, any redemption right with respect to any such securities of the Issuer.

9. Miscellaneous.

9.1 Each party hereto acknowledges that the other party hereto will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement, and that the Placement Agent will rely on the acknowledgments, understandings, agreements, representations and warranties of Subscriber and of the Issuer contained in this Subscription Agreement; *provided*, *however*, that this Section 9.1 shall not give any such party any rights other than those expressly set forth herein. Prior to the Closing, each party hereto agrees to promptly notify the other party hereto if any of the acknowledgments, understandings, agreements, representations and warranties made by such party as set forth herein are no longer accurate in all material respects. Subscriber further acknowledges and agrees that, notwithstanding Section 9.7 hereto, the Placement Agent is a third-party beneficiary of the representations and warranties of Subscriber contained in Section 4 and the Issuer further acknowledges and agrees that the Placement Agent is a third-party beneficiary of the representations and warranties of the Issuer contained in Section 3.

9.2 Each of the Issuer and Subscriber is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby to the extent required by law or by regulatory bodies.

9.3 Notwithstanding anything to the contrary in this Subscription Agreement, prior to the Closing, Subscriber may not transfer or assign all or a portion of its rights under this Subscription Agreement, other than to one or more of its affiliates (including other investment funds or accounts managed or advised by Subscriber or the investment manager or advisor who acts on behalf of Subscriber or an affiliate thereof or by an affiliate of such investment manager or advisor) without the prior consent of the Issuer; *provided* that such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Subscription Agreement, makes the representations and warranties in Section 4 and completes Schedule A hereto. In the event of such a transfer or assignment, Subscriber shall complete the form of assignment attached as Schedule B hereto.

9.4 All the agreements, representations, warranties, and covenants made by each party hereto in this Subscription Agreement shall survive the Closing. All of the covenants and agreements made by each party in this Subscription Agreement shall survive the Closing until the applicable statute of limitations or in accordance with their respective terms.

9.5 The Issuer may request from Subscriber such additional information as the Issuer may reasonably deem necessary to evaluate the eligibility of Subscriber to acquire the Acquired Shares and to register the resale of the Acquired Shares, and Subscriber shall provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures; *provided* that the Issuer agrees to keep any such information provided by Subscriber confidential.

9.6 This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

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

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

9.9 This Subscription Agreement may be executed in two or more counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

9.10 Each party shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

9.11 The parties hereto acknowledge and agree that (i) this Subscription Agreement is being entered into in order to induce the Issuer to execute and deliver the Business Combination Agreement and (ii) irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached and that money or other legal remedies would not be an adequate remedy for such damage. It is accordingly agreed that the parties shall be entitled to equitable relief, including in the form of an injunction or injunctions to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise. The parties hereto acknowledge and agree that Target and the Placement Agent shall be entitled to rely on the provisions of the Subscription Agreement of which Target and the Placement Agent are each a third party beneficiary, in each case, on the terms and subject to the conditions set forth herein. The parties hereto further acknowledge and agree: (x) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy; (y) not to assert that a remedy of specific enforcement pursuant to this Section 9.11 is unenforceable, invalid, contrary to applicable law or inequitable for any reason; and (z) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

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

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

if to the Issuer to:

CHW Acquisition Corporation
2 Manhattanville Road, Suite 403
Purchase, NY 10577
Attention: Jonah Raskas
Email: jonah@chwacquisitioncorp.com

with required copies (which copies shall not constitute notice) to:

McDermott Will & Emery
One Vanderbilt Avenue
New York, NY 10017
Attention: Ari Edelman and Harold Davidson
Email: aedelman@mwe.com; hdavidson@mwe.com

and if to the Placement Agent, to:

Oppenheimer & Co. Inc.
85 Broad Street, 23rd Floor
New York, NY 10004
Attn: Chris DeFalco and Peter Vogelsang
Email: Chris.Defalco@opco.com; Peter.Vogelsang@opco.com

9.13 This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

9.13.1 THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, THE SUPREME COURT OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF NEW YORK, SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS,AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A NEW YORK STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 9.11 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

9.13.2 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.13.

9.14 The Issuer shall, by 9:00 a.m., New York City time, on the second business day immediately following the date of this Subscription Agreement, issue one or more press releases or file with the Commission a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing all material terms of the transactions contemplated hereby and the Transactions. From and after the issuance of the Disclosure Document, to the Issuer's knowledge, Subscriber shall not be in possession of any material, nonpublic information received from the Issuer or any of its officers, directors or employees. Notwithstanding anything in this Subscription Agreement to the contrary, the Issuer shall not publicly disclose the name of Subscriber or any of its affiliates, or include the name of Subscriber or any of its affiliates, without the prior written consent of Subscriber, (i) in any press release (ii) or in any filing with the Commission or any regulatory agency or trading market, except (A) as required by the federal securities law in connection with the Registration Statement, or (B) to the extent such disclosure is required by law, at the request of the staff of the Commission or regulatory agency or under the regulations of Nasdaq or by any other governmental authority, in which case the Issuer shall provide Subscriber with prior written notice of such disclosure permitted under the foregoing clause (ii).

9.15 This Subscription Agreement may not be amended, modified, supplemented or waived except by an instrument in writing, signed by the party against whom enforcement of such amendment, modification, supplement or waiver is sought; *provided* that any rights (but not obligations) of a party under this Subscription Agreement may be waived, in whole or in part, by an instrument in writing, signed by the party against whom enforcement of such waiver is sought.

9.16 No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

9.17 If Subscriber is a Massachusetts Business Trust, a copy of the Declaration of Trust of Subscriber or any affiliate thereof is on file with the Secretary of State of the Commonwealth of Massachusetts and notice is hereby given that the Subscription Agreement is executed on behalf of the trustees of Subscriber or any affiliate thereof as trustees and not individually and that the obligations of the Subscription Agreement are not binding on any of the trustees, officers or stockholders of Subscriber or any affiliate thereof individually but are binding only upon Subscriber or any affiliate thereof and its assets and property.

9.18 The headings herein are for convenience only, do not constitute a part of this Subscription Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Subscription Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rules of strict construction will be applied against any party. Unless the context otherwise requires, (i) all references to Sections, Annexes or Exhibits are to Sections, Annexes or Exhibits contained in or attached to this Subscription Agreement, (ii) each accounting term not otherwise defined in this Subscription Agreement has the meaning assigned to it in accordance with GAAP, (iii) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (iv) the use of the word “including” in this Subscription Agreement shall be by way of example rather than limitation, and (v) the word “or” shall not be exclusive.

[*Signature pages follow.*]

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

CHW ACQUISITION CORPORATION

By: /s/ Mark Grundman

Name: Mark Grundman

Title: Co-Chief Executive Officer

SUBSCRIBER:
Corbin ERISA Opportunity Fund, Ltd.
By: Corbin Capital Partners, L.P., its Investment Manager

By: /s/ Daniel Friedman
Name: Daniel Friedman
Title: General Counsel

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

Email Address: fof-ops@corbincapital.com

Subscriber's EIN: 98-1265909

Address: 590 Madison Avenue, 31st Floor New York, NY 10022

Attn: Fund Operations

Telephone No.: 212-634-7373

Facsimile No.: _____

Backstop Allocation: 205,000 CHW Ordinary Shares

You must pay the Purchase Price by wire transfer of U.S. dollars in immediately available funds to the account specified by the Issuer in the Closing Notice.

SCHEDULE A
ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

This Schedule must be completed by Subscriber and forms a part of the Subscription Agreement to which it is attached. Capitalized terms used and not otherwise defined in this Schedule have the meanings given to them in the Subscription Agreement. Subscriber must check the applicable box in either Part A or Part B below and the applicable box in Part C below.

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

☒ Subscriber is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act (a "QIB")).
☐ Subscriber is subscribing for the Acquired Shares as a fiduciary or agent for one or more investor accounts, and each owner of such accounts is a QIB.

*** OR ***

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

Subscriber is an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) and has checked below the box(es) for the applicable provision under which Subscriber qualifies as such:

☐ Subscriber is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, limited liability company or partnership not formed for the specific purpose of acquiring the securities of the Issuer being offered in this offering, with total assets in excess of $5,000,000.
☐ Subscriber is a "private business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
☐ Subscriber is a "bank" as defined in Section 3(a)(2) of the Securities Act.
☐ Subscriber is a "savings and loan association" or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
☐ Subscriber is a broker or dealer registered pursuant to Section 15 of the Exchange Act.
☐ Subscriber is an "insurance company" as defined in Section 2(a)(13) of the Securities Act.

☐ Subscriber is an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.
☐ Subscriber is an investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the Investment Advisers Act of 1940.
☐ Subscriber is an investment company registered under the Investment Company Act of 1940.
☐ Subscriber is a "business development company" as defined in Section 2(a)(48) of the Investment Company Act of 1940.
☐ Subscriber is a "Small Business Investment Company" licensed by the U.S. Small Business Administration under either Section 301(c) or (d) of the Small Business Investment Act of 1958.
☐ Subscriber is a "Rural Business Investment Company" as defined in Section 384A of the Consolidated Farm and Rural Development Act.
☐ Subscriber is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and such plan has total assets in excess of $5,000,000.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is one of the following.
  ☐ A bank;
  ☐ A savings and loan association;
  ☐ An insurance company; or
  ☐ A registered investment adviser.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 with total assets in excess of $5,000,000.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 that is a self-directed plan with investment decisions made solely by persons that are accredited investors.

☐ Subscriber is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered by the Issuer in this offering, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

☐ Subscriber is an entity, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own "investments," as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of $5,000,000 and that was not formed for the specific purpose of acquiring the securities of the Issuer being offered in this offering.

☐ Subscriber is a natural person holding in good standing one or more professional certifications, designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status.

☐ Subscriber is a natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, of the Issuer of the securities being offered or sold where the Issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.

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

☐ Subscriber is a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (a)(12) of Rule 501(a) and whose prospective investment in the Issuer is directed by such family office pursuant to paragraph (a)(12)(iii) of Rule 501(a).

*** AND ***

C. AFFILIATE STATUS

(Please check the applicable box)

SUBSCRIBER:

☐ is:

☒ is not:

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

SCHEDULE B
FORM OF ASSIGNMENT

This Subscription Assignment and Joinder Agreement (this "Assignment Agreement"), dated , 2022, is made and entered into by and between ("Subscriber") and ("Assignee") and acknowledged by CHW Acquisition Corporation, a Cayman Islands exempted company ("CHW"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Subscription Agreement (as defined below).

WHEREAS, CHW and Subscriber entered into that certain Subscription Agreement (the "Subscription Agreement"), dated , 2022, pursuant to which Subscriber agreed to subscribe for and purchase the Issuer's Common Shares (the "Acquired Shares") and CHW has agreed that Issuer shall issue and sell to Subscriber such Acquired Shares;

WHEREAS, Subscriber and Assignee are affiliated investment funds; and

WHEREAS, for administrative reasons, Subscriber desires to assign its rights to subscribe for and purchase of the Acquired Shares along with the rights and obligations set forth in the Subscription Agreement of such Acquired Shares (the "Assigned Shares") to Assignee.

NOW, THEREFORE, pursuant to Section 9.3 of the Subscription Agreement, and as further described in the table below, Subscriber hereby assigns its rights to subscribe for and purchase the Assigned Shares to Assignee and Assignee hereby (i) accepts the rights to subscribe for and purchase the Assigned Shares and agrees to be bound by and subject to the terms and conditions of the Subscription Agreement, (ii) expressly makes the representations and warranties in Section 4 of the Subscription Agreement with respect to the Assigned Shares and (iii) completed Schedule A to the Subscription Agreement and attached it hereto. Notwithstanding the foregoing, this Assignment Agreement shall not relieve Subscriber of any of its obligations under the Subscription Agreement.

The following assignment by Subscriber to Assignee of its rights to subscribe for and purchase all or a portion of the Acquired Shares have been made:

Date of Assignment	Subscriber	Assignee	Number of Acquired Shares Assigned	Subscriber Revised Subscription Amount	Assignee Subscription Amount

[Signature Page Follows]

IN WITNESS WHEREOF, this Subscription Assignment and Joinder Agreement has been executed by Subscriber and Assignee acknowledged by CHW by its duly authorized representative as of the date set forth above.

SUBSCRIBER

By: _____
Name:
Title:

ASSIGNEE

By: _____
Name:
Title:

Assignee's EIN: _____

Address:
Attn:
_____

Acknowledgement by CHW:
CHW ACQUISITION CORPORATION

By: _____
Name:
Title:

[Signature Page to Assignment]

Exhibit 10.4

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is entered into this February 2, 2022, by and among CHW Acquisition Corporation, a Cayman Islands exempted company (the "Issuer") and the undersigned ("Subscriber").

WHEREAS, substantially concurrently with the execution and delivery of this Subscription Agreement, the Issuer is entering into that certain Business Combination Agreement, dated as of the date of this Subscription Agreement (as may be amended or supplemented from time to time, the "Business Combination Agreement"), by and among the Issuer, CHW Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Issuer ("Merger Sub"), and Wag Labs, Inc., a Delaware corporation (together with its direct and indirect subsidiaries, "Target"), pursuant to which, among other things, (i) Issuer will domesticate as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law and the Cayman Islands Companies Act (As Revised) (the "Domestication") and (ii) immediately following the consummation of the Domestication, Merger Sub will merge with and into Target (the "Merger" and, together with the Domestication, the "Transactions", and the consummation of the Merger in accordance with the Business Combination Agreement, the "Merger Closing"), with the Target surviving the Merger as a wholly owned subsidiary of the Issuer.

WHEREAS, in connection with the Transactions, the Issuer is seeking commitments from interested investors to purchase, prior to the Merger Closing, Issuer's common stock, par value $0.0001 per share (the "Common Shares");

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

1. Backstop and Subscription.

1.1 Subject to the terms and conditions hereof, at the Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and the Company hereby agrees to issue and sell to Subscriber, subject to the substantially concurrent Merger Closing and the other terms and conditions set forth herein and upon the payment of $10.00 per share (the "Share Purchase Price", and the aggregate purchase price, the "Purchase Price"), a number of Common Shares set forth underneath Subscriber's name on the signature page hereto (its "Backstop Allocation") (such subscription and issuance, the "Subscription").

1.2 If Subscriber acquires shares in the open market between the date of this Agreement and the close of business on the third Trading Day (as defined below) prior to the special meeting of Issuer shareholders (the "Purchase Deadline"), then the Backstop Allocation shall be reduced on a share-for-share basis by the number of shares so acquired. All such purchases shall be made by Subscriber via open market purchases or in privately negotiated transactions with third parties, provided that any such purchases settle no later than the Purchase Deadline. On the date immediately following the Purchase Deadline, and at such other times as may be requested by the Issuer, the Subscriber shall (x) notify the Issuer in writing of the number of Common Shares so purchased pursuant to this Section 1.2 (the "Market Shares") and the aggregate purchase price paid therefor by Subscriber and (y) in the case of any Market Shares acquired in privately negotiated transactions with third parties, provide the Issuer with all documentation reasonably requested by the Issuer and its advisors (including without limitation, its legal counsel) and its transfer agent and proxy solicitor to confirm that: (A) Subscriber purchased, or has contracted to purchase, such shares, and (B) in the event that the seller of such shares was the holder of such shares on the record date for the special meeting of Issuer shareholders, the seller of such shares has provided to Subscriber a representation that (I) the seller voted such shares in favor of the Merger and the other proposals of the Issuer set forth in the proxy statement/prospectus to be filed by the Issuer in connection with the Transactions and (II) the seller of such shares did not exercise its redemption rights for such shares in connection with the special meeting of Issuer shareholders. For purposes hereof, "Trading Day" shall mean a day during which trading in Common Shares generally occurs on the Nasdaq Capital Market or, if the Common Shares not listed on the Nasdaq Capital Market, on the principal other national or regional securities exchange on which the Common Shares are then listed or, if the Common Shares not listed on a national or regional securities exchange, on the principal other market on which the Common Shares are then listed or admitted for trading.

1.3 Subscriber acknowledges and agrees that, as a result of the Domestication, the Subscribed Shares and Market Shares purchased pursuant to Section 1.1 and Section 1.2 hereof shall be Common Shares of Issuer as a Delaware corporation (and not, for the avoidance of doubt, ordinary shares of Issuer as a Cayman Islands exempted company).

2. Closing.

2.1 Subject to the satisfaction or waiver of the conditions set forth in Section 2 (other than those conditions that by their nature are to be satisfied at the closing of the Subscription contemplated hereby (the "Closing"), but without affecting the requirement that such conditions be satisfied or waived at the Closing), the Closing shall occur following the Domestication and at a time immediately prior to or substantially concurrently with, the consummation of the Merger (such date, the "Closing Date") in the sequence contemplated in the recitals to this Agreement and is contingent upon the subsequent occurrence of the consummation of the Transactions. Not less than five business days (as defined herein) prior to the anticipated Closing Date, the Issuer shall provide written notice to Subscriber (the "Closing Notice") specifying (i) the anticipated Closing Date and (ii) the wire instructions for delivery of the Purchase Price to the Issuer. For the purposes of this Subscription Agreement, "business day" means any other day other than a Saturday, Sunday or any other day on which commercial banks are required or authorized to be closed in the State of New York.

2.2 Subject to the satisfaction or waiver of the conditions set forth in Section 2.3 and Section 2.4 (other than those conditions that by their nature are to be satisfied at Closing, but without affecting the requirement that such conditions be satisfied or waived at Closing):

2.2.1 Subscriber shall deliver to the Issuer, no later than two business days before the Closing Date (as specified in the Closing Notice) or such other date as otherwise agreed to by the Issuer and Subscriber (such date, the "Purchase Price Payment Date") the Purchase Price for the Acquired Shares by wire transfer of U.S. dollars in immediately available funds to the account specified by the Issuer in the Closing Notice (which account shall be for the benefit of Subscriber until the Closing Date), and any information that is reasonably requested in the Closing Notice that is required in order to enable the Issuer to issue the Acquired Shares, including, without limitation, the legal name of the person (or nominee) in whose name such Acquired Shares are to be issued and a duly executed Internal Revenue Service Form W-9 or W-8, as applicable, *provided*, *however*, in the case of a Subscriber that is an "investment company" registered under the Investment Company Act of 1940, as amended, payment may be made to an account specified by the Issuer and subject to such procedures otherwise mutually agreed by Subscriber and the Issuer.

2.2.2 On the Closing Date, the Issuer shall deliver to Subscriber (i) the Acquired Shares against and upon payment by Subscriber in book-entry form, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable and (ii) evidence from the Issuer's transfer agent of the issuance of the Acquired Shares were issued to Subscriber in book-entry form on and as of the Closing Date; *provided*, *however*, that the Issuer's obligation to issue the Acquired Shares to Subscriber is contingent upon Issuer having received the Purchase Price in full in accordance with this Section 2.

2.2.3 Each book entry for the Acquired Shares shall contain a legend in substantially the following form:

THE OFFER AND SALE OF THE SECURITIES REPRESENTED HEREBY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM.

2.3 The Issuer's obligation to effect the Closing shall be subject to the satisfaction on the Closing Date, or, to the extent permitted by applicable law, the waiver by the Issuer, of each of the following conditions:

2.3.1 all representations and warranties of Subscriber contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect (as defined herein), which representations and warranties shall be true and correct in all respects) at and as of the Closing Date (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true in all respects) as of such date);

2.3.2 Subscriber shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing; *provided*, that, this condition shall be deemed satisfied unless written notice of such noncompliance is provided by the Issuer to Subscriber and Subscriber fails to cure such noncompliance in all material respects within five business days of receipt of such notice;

2.3.3 no governmental authority shall have issued, enforced or entered any judgment or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the Subscription illegal or otherwise preventing or prohibiting consummation of the Subscription;

2.3.4 all conditions precedent to the Issuer's obligation to effect the Transactions set forth in the Business Combination Agreement shall have been satisfied or waived (other than those conditions that (i) may only be satisfied at the closing of the Transactions, but subject to the satisfaction or waiver of such conditions as of the closing of the Transactions or (ii) will be satisfied by the Closing);

2.3.5 the Domestication shall have been completed and effective in all respects.

2.4 Subscriber's obligation to effect the Closing shall be subject to the satisfaction on the Closing Date, or to the extent permitted by applicable law, the written waiver by Subscriber, of each of the following conditions:

2.4.1 no suspension of the listing or qualification for offering or sale or trading on the Nasdaq Capital Market ("Nasdaq"), or another national securities exchange, of the Common Shares, and to the Issuer's knowledge, no initiation nor threatening of any proceedings for any of such purposes, shall have occurred and be continuing, and the Acquired Shares shall have been approved for listing, subject to official notice of issuance, on Nasdaq or another national securities exchange

2.4.2 all representations and warranties of the Issuer contained in this Subscription Agreement shall be true and correct in all material respects at and as of the Closing Date (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects as of such date), in each case except where such non-compliance, default or violation has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

2.4.3 the Issuer shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing, except where the failure of such performance, satisfaction or compliance would not or would not reasonably be expected to prevent, materially delay or materially impair the ability of the Issuer to consummate the Closing; *provided*, that, this condition shall be deemed satisfied unless written notice of such noncompliance is provided by Subscriber to the Issuer and the Issuer fails to cure such noncompliance in all material respects within five business days of receipt of such notice;

2.4.4 no governmental authority shall have issued, enforced or entered any judgment or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the Subscription illegal or otherwise preventing or prohibiting consummation of the Subscription;

2.4.5 all conditions precedent to the closing of the Transactions as set forth in the Business Combination Agreement shall have been satisfied or waived (as determined by the parties to the Business Combination Agreement and other than those conditions that (i) may only be satisfied at the closing of the Transactions, but subject to the satisfaction or waiver of such conditions as of the closing of the Transactions or (ii) will be satisfied by the Closing); and

2.4.6 except to the extent consented to in writing by Subscriber, the Business Combination Agreement (as filed with the Securities and Exchange Commission (the "Commission") on or shortly after the date hereof) shall not have been amended, modified, supplemented or waived in a manner that would reasonably be expected to materially and adversely affect the economic benefits that Subscriber (in its capacity as such) would reasonably expect to receive under this Subscription Agreement.

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

2.6 In the event that the closing of the Transactions does not occur within three business days of the Closing Date specified in the Closing Notice, unless otherwise agreed by the Issuer and Subscriber, the Issuer shall promptly (but not later than three business days thereafter) return the Purchase Price to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber, and any book entries representing the Acquired Shares shall be deemed cancelled. Notwithstanding such cancellation, failure to close on the Closing Date specified in the Closing Notice shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in this Section 2 to be satisfied or waived, unless and until this Subscription Agreement is terminated in accordance with Section 7 herein, Subscriber shall remain obligated (i) to redeliver funds to the Issuer following the Issuer's delivery to Subscriber of a new Closing Notice with a new Closing Date in accordance with the terms and conditions of this Section 2 and (ii) upon satisfaction or waiver of the conditions set forth in this Section 2 to consummate the Closing immediately prior to or substantially concurrently with the consummation of the Transactions. For the avoidance of doubt, if any termination hereof occurs after the delivery by Subscriber of the Purchase Price for the Acquired Shares, the Issuer shall promptly (and no later than two business days after such termination) return the Purchase Price to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber without any deduction for or on account of any tax, withholding, charges or set-off.

3. Issuer Representations, Warranties and Covenants. The Issuer represents and warrants as of the date hereof and covenants on the Closing Date, that:

3.1 As of the date hereof, Issuer is an exempted company duly incorporated, validly existing and in good standing under the laws of the Cayman Islands. As of the Closing Date, following the Domestication, the Issuer will be duly incorporated, validly existing as a corporation and in good standing under the laws of the State of Delaware. The Issuer has, and will have following the Domestication, the requisite power and authority to own, lease and operate its properties and conduct its business as presently conducted and as shall be conducted following the Domestication and to enter into, deliver and perform its obligations under this Subscription Agreement.

3.2 As of the Closing Date, the Acquired Shares will have been duly authorized and, when issued and delivered to Subscriber against full payment for the Acquired Shares in accordance with the terms of this Subscription Agreement, the Acquired Shares will be validly issued, fully paid and non-assessable, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws) and will not have been issued in violation of or subject to any preemptive or similar rights created under the Issuer's certificate of incorporation and bylaws (as in effect at such time of issuance) or under the laws of the State of Delaware.

3.3 This Subscription Agreement and the Business Combination Agreement (collectively, the "Transaction Documents") have been duly authorized, executed and delivered by the Issuer and, assuming that the Transaction Documents have been duly authorized, executed and delivered by the other parties thereto, constitute the valid and legally binding obligation of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

3.4 Assuming the accuracy of Subscriber's representations and warranties in Section 4, the execution and delivery by the Issuer of the Transaction Documents, and the performance by the Issuer of its obligations under the Transaction Documents, including the issuance and sale of the Acquired Shares and the consummation of the other transactions contemplated herein and therein, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound or to which any of the property or assets of the Issuer is subject, which would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of the Issuer (a "Material Adverse Effect") or materially affect the validity of the Acquired Shares or the legal authority of the Issuer to comply in all material respects with the terms of this Subscription Agreement; (ii) the organizational documents of the Issuer; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of their properties that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or materially affect the validity of the Acquired Shares or the legal authority of the Issuer to comply in all material respects with the terms of this Subscription Agreement.

3.5 There are no securities or instruments issued by or to which the Issuer is a party containing anti-dilution or similar provisions that will be triggered by the issuance of the Acquired Shares that have not been or will not be validly waived on or prior to the Closing Date.

3.6 The Issuer is not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of (i) the organizational documents of the Issuer, (ii) any loan or credit agreement, guarantee, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which the Issuer is now a party or by which the Issuer's properties or assets are bound, or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of its properties, except, in the case of clauses (ii) and (iii), for defaults or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.7 Assuming the accuracy of Subscriber's representations and warranties in Section 4, the Issuer is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization (including Nasdaq), or other person in connection with the execution, delivery and performance by the Issuer of this Subscription Agreement (including, without limitation, the issuance of the Acquired Shares), other than: (i) the filing with the Commission of the Registration Statement (as defined below); (ii) the filings required by applicable state or federal securities laws; (iii) the filings required in accordance with Section 9.14, (iv) those required by Nasdaq, including with respect to obtaining shareholder approval; (v) any filing, the failure of which to obtain would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or have a material adverse effect of the Issuer's ability to consummate the transactions contemplated hereby, including the sale and issuance of the Acquired Shares; and (vi) as set forth in the Business Combination Agreement.

3.8 As of the date hereof, the authorized share capital of the Issuer consists of (i) 1,000,000 preference shares, par value $0.0001 per share (the "CHW Preference Shares"), (ii) 110,000,000 ordinary shares, par value $0.0001 per share (the "CHW Ordinary Shares"). As of the date hereof and as of immediately prior to the Domestication: (A) no CHW Preference Shares are or will be issued and outstanding, (B) 15,687,500 CHW Ordinary Shares are and will be issued and outstanding, and (C) 16,738,636 warrants (the "CHW Warrants"), each evidencing the right to purchase one CHW Ordinary Share at an exercise price of $11.50 per CHW Ordinary Share, are and will be outstanding. All (i) issued and outstanding CHW Ordinary Shares have been duly authorized and validly issued, are fully paid and are non-assessable and are not subject to preemptive rights and (ii) outstanding warrants have been duly authorized and validly issued, are fully paid and are not subject to preemptive rights. Except as set forth above and pursuant to the Business Combination Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Issuer any CHW Ordinary Shares or other equity interests in the Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. As of the date hereof, the Issuer has no direct subsidiaries (other than Merger Sub) and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There are no shareholder agreements, voting trusts or other agreements or understandings to which the Issuer is a party or by which it is bound relating to the voting of any securities of the Issuer, other than (A) as set forth in the SEC Documents (as defined below) and (B) as contemplated by the Business Combination Agreement.

3.9 Immediately following the Domestication, the authorized share capital of Issuer will consist of (i) 1,000,000 shares of preferred stock, par value $0.0001 per share (the "Preferred Stock") and (ii) 110,000,000 Common Shares. As of immediately following the Domestication: (A) no shares of Preferred Stock will be issued and outstanding, (B) 15,687,500 Common Shares will be issued and outstanding, and (C) 16,738,636 warrants, each evidencing the right to purchase one Share at an exercise price of $11.50 per Share, will be outstanding. All (i) issued and outstanding Common Shares will have been duly authorized and validly issued, fully paid and are non-assessable and are not subject to preemptive rights, and (ii) outstanding warrants will have been duly authorized and validly issued, fully paid and will not be subject to preemptive rights. Except as set forth above and pursuant to the Business Combination Agreement, there will be no outstanding options, warrants or other rights to subscribe for, purchase or acquire from Issuer any Common Shares or other equity interests in Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. As of immediately prior to the Domestication, Issuer will have no direct subsidiaries (other than Merger Sub) and will not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There will be no shareholder agreements, voting trusts or other agreements or understandings to which Issuer is a party or by which it is bound relating to the voting of any securities of Issuer, other than (A) as set forth in the SEC Documents (as defined below) and (B) as contemplated by the Business Combination Agreement.

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

3.11 The issued and outstanding CHW Ordinary Shares are (and following the Domestication, the Common Shares will be) registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and are listed for trading on Nasdaq. There is no suit, action, proceeding or investigation pending or, to the knowledge of the Issuer, threatened against the Issuer by Nasdaq or the Commission with respect to any intention by such entity to deregister the CHW Ordinary Shares or prohibit or terminate the listing of the CHW Ordinary Shares or Common Shares on Nasdaq. Except in the connection with the Transactions, the Issuer has taken no action that is designed to terminate the registration of the CHW Ordinary Shares under the Exchange Act or the listing of the CHW Ordinary Shares on Nasdaq.

3.12 Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4, no registration under the Securities Act of 1933, as amended (the "Securities Act") is required for the offer and sale of the Acquired Shares by the Issuer to Subscriber in the manner contemplated by this Subscription Agreement, and the Acquired Shares are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

3.13 Neither the Issuer nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with any offer or sale of the Acquired Shares.

3.14 The Issuer has made available to Subscriber (including via the Commission's EDGAR system) a copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other document, if any, filed by the Issuer with the Commission since its initial registration of the CHW Ordinary Shares (the "SEC Documents"), which SEC Documents, as of their respective filing dates, complied in all material respects with the requirements of the Exchange Act and Securities Act applicable to the SEC Documents and the rules and regulations of the Commission promulgated thereunder applicable to the SEC Documents. None of the SEC Documents filed under the Exchange Act (except to the extent that information contained in any SEC Document has been superseded by a later timely filed SEC Document) contained, when filed, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of any SEC Document that is a registration statement, or included, when filed, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in the case of all other SEC Documents; *provided*, that, with respect to the Transactions or any other information relating to the Transactions or to Target or any of its affiliates that is included the proxy statement/prospectus to be filed by the Issuer in connection with the Transactions, any SEC Document or exhibit thereto filed by the Issuer, the representation and warranty in this sentence is made to the Issuer's knowledge. The Issuer has timely filed each SEC Document that the Issuer was required to file with the Commission since its inception. There are no material outstanding or unresolved comments in comment letters from the staff of the Commission with respect to any of the SEC Documents.

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

3.16 Except for placement fees payable to Oppenheimer & Co. Inc. in its capacity as placement agent for the offer and sale of the Acquired Shares (in such capacity, the "Placement Agent"), the Issuer has not paid, and is not obligated to pay, any brokerage, finder's or other commission or similar fee in connection with the Issuer's issuance and the sale of the Acquired Shares.

3.17 The Issuer is not, and immediately after receipt of payment for the Acquired Shares will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.18 Neither the Issuer, its subsidiaries or any of its affiliates, nor any person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Acquired Shares under the Securities Act, whether through integration with prior offerings pursuant to Rule 502(a) of the Securities Act or otherwise.

3.19 The Issuer will not directly or indirectly use the proceeds of the sale of the Acquired Shares, or lend, contribute or otherwise make available such proceeds to a subsidiary, joint venture partner or other person or entity, (i) to fund a person or entity named on the List of Specially Designated Nationals and Blocked Persons, the Executive Order 13599 List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, each of which is administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively "OFAC Lists"), (ii) owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List, (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States, (iv) that is a Designated National (as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515) or (v) that is a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank.

3.20 The Issuer agrees that the Placement Agent may rely upon the acknowledgments, understandings, agreements, representations and warranties made by the Issuer to Subscriber in this Subscription Agreement.

4. Subscriber Representations and Warranties. Subscriber represents and warrants as of the date hereof and covenants that on the Closing Date, that:

4.1 Subscriber has been duly formed or incorporated and is validly existing in good standing (to the extent the concept of good standing is applicable in such jurisdiction) under the laws of its jurisdiction of incorporation or formation, with the requisite entity power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

4.2 This Subscription Agreement has been duly authorized, executed and delivered by Subscriber. Assuming the due authorization, execution and delivery of the same by the Issuer, this Subscription Agreement constitutes the valid and legally binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

4.3 The execution and delivery by Subscriber of this Subscription Agreement, and the performance by Subscriber of its obligations under this Subscription Agreement, including the purchase of the Acquired Shares and the consummation of the other transactions contemplated herein, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber is a party or by which Subscriber is bound or to which any of the property or assets of Subscriber is subject, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of Subscriber, taken as a whole (a "Subscriber Material Adverse Effect"), or materially affect the legal authority of Subscriber to comply in all material respects with the terms of this Subscription Agreement; (ii) the organizational documents of Subscriber; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of Subscriber's properties that would reasonably be expected to have a Subscriber Material Adverse Effect or materially affect the legal authority of Subscriber to comply in all material respects with this Subscription Agreement.

4.4 Subscriber (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" (within the meaning of Rule 501) under the Securities Act, in each case, satisfying the applicable requirements set forth on Schedule A, (ii) is acquiring the Acquired Shares only for its own account and not for the account of others, or if the undersigned is subscribing for the Acquired Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a "qualified institutional buyer" or an "accredited investor" (each as defined above) and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account and (iii) is not acquiring the Acquired Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act. Subscriber has completed Schedule A following the signature page hereto and the information contained therein is accurate and complete. Subscriber is not an entity formed for the specific purpose of acquiring the Acquired Shares, unless Subscriber is a newly formed entity in which all of the equity owners are accredited investors, and is an "institutional account" as defined by FINRA Rule 4512(c). Accordingly, Subscriber is aware that this offering of the Acquired Shares meets the exemptions from filing under FINRA Rule 5123(b)(1)(A), (C) or (J).

4.5 Subscriber understands that the Acquired Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Acquired Shares have not been registered under the Securities Act. Subscriber understands that the Acquired Shares may not be offered, resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except: (i) to the Issuer or a subsidiary thereof; (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act; (iii) pursuant to Rule 144 promulgated under the Securities Act ("Rule 144"), *provided* that all of the applicable conditions thereof have been met; or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act, including pursuant to a private sale effected under Section 4(a)(7) of the Securities Act or applicable formal or informal Commission interpretation or guidance, such as a so-called "4(a)(1) and a half" sale, and that any book-entry records representing the Acquired Shares shall contain a legend to such effect. Subscriber acknowledges that the Acquired Shares will not be eligible for resale pursuant to Rule 144A under the Securities Act. Subscriber understands and agrees that the Acquired Shares will be subject to the foregoing transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Acquired Shares and may be required to bear the financial risk of an investment in the Acquired Shares for an indefinite period of time. Subscriber acknowledges and agrees that the Acquired Shares will not be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 until at least one year from the filing of certain required information with the Commission after the Closing Date. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Acquired Shares.

4.6 Subscriber understands and agrees that Subscriber is purchasing the Acquired Shares directly from the Issuer. Subscriber further acknowledges that there have been no representations, warranties, covenants and agreements made to Subscriber by the Issuer or any of its control persons, officers, directors, employees, partners, agents or representatives, any other party to the Transactions or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Subscription Agreement. Subscriber acknowledges that certain information provided by the Issuer was based on projections, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections.

4.7 Subscriber's acquisition and holding of the Acquired Shares will not constitute or result in a non-exempt prohibited transaction under section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or any applicable similar law.

4.8 In making its decision to subscribe for and purchase the Acquired Shares, Subscriber represents that it has relied solely upon its own independent investigation and the Issuer's representations and warranties in Section 3. Without limiting the generality of the foregoing, Subscriber has not relied on any statements or other information provided by the Placement Agent or any of its respective affiliates, or any of their respective officers, directors, employees or representatives, concerning the Issuer or the Acquired Shares or the offer and sale of the Acquired Shares. Subscriber acknowledges and agrees that Subscriber has received and has had the opportunity to review such information as Subscriber deems necessary in order to make an investment decision with respect to the Acquired Shares, including with respect to the Issuer, Target, and the Transactions. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have (i) had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Acquired Shares and (ii) conducted and completed its own independent due diligence with respect to the Transactions. Except for the representations, warranties and agreements of the Issuer expressly set forth in this Subscription Agreement, Subscriber is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice it deems appropriate) with respect to the Transactions, the Acquired Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Issuer including, but not limited to, all business, legal, regulatory, accounting, credit and tax matters.

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

4.10 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Acquired Shares, including those set forth in the SEC Documents. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Acquired Shares, and Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision. Accordingly, Subscriber acknowledges that the offering of the Acquired Shares meets the institutional account exemptions from filing under FINRA Rule 2111(b).

4.11 Subscriber acknowledges and agrees that neither the Placement Agent nor any of its affiliates (nor any officer, director, employee or representative of the Placement Agent or its affiliates) has provided Subscriber with any information or advice with respect to the Acquired Shares nor is such information or advice necessary or desired. Subscriber acknowledges that neither the Placement Agent, affiliates of the Placement Agent, or any of their respective officers, directors, employees, representatives or controlling persons (i) has made any representation as to the Issuer or the quality of the Acquired Shares, and the Placement Agent may have acquired non-public information with respect to the Issuer which Subscriber agrees, subject to applicable law, need not be provided to it; (ii) has made an independent investigation with respect to the Issuer or the Acquired Shares or the accuracy, completeness or adequacy of any information supplied to Subscriber by the Issuer; (iii) has acted as Subscriber's financial advisor or fiduciary in connection with the issuance and purchase of the Acquired Shares; and (iv) has prepared a disclosure or offering document in connection with the offer and sale of the Acquired Shares. For the avoidance of the doubt, Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by the Placement Agent in making its investment or decision to invest in the Issuer.

4.12 Subscriber acknowledges and agrees that neither the Placement Agent, any affiliate of the Placement Agent or any of its officers, directors, employees, representatives or controlling persons will have any liability to Subscriber in connection with Subscriber's purchase of the Acquired Shares. Without limitation of the foregoing, Subscriber hereby further acknowledges and agrees that (i) the Placement Agent is acting solely as a placement agent in connection with the transactions contemplated hereby and are not acting as underwriters, initial purchasers, dealers or in any other such capacity and are not and shall not be construed as a fiduciary for Subscriber, (ii) the Placement Agent has not made and will not make any representation or warranty, whether express or implied, of any kind or character and have not provided any advice or recommendation in connection with the transactions contemplated hereby, and (iii) the Placement Agent will have no responsibility with respect to (A) any representations, warranties or agreements made by any person or entity under or in connection with the transactions contemplated hereby or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) of any thereof, or (B) the financial condition, business, or any other matter concerning the Issuer or the transactions contemplated hereby.

4.13 Subscriber represents and acknowledges that Subscriber, alone or together with any professional advisor(s), has analyzed and considered the risks of an investment in the Acquired Shares and determined that the Acquired Shares are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Issuer. Subscriber acknowledges specifically that a possibility of total loss exists.

4.14 Subscriber understands that no federal or state agency has passed upon or endorsed the merits of the offering of the Acquired Shares or made any findings or determination as to the fairness of an investment in the Acquired Shares.

4.15 Subscriber is not (i) a person or entity named on the OFAC Lists, (ii) owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List, (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade, economic and financial restrictions by the United States (including without limitation the U.S. Department of the Treasury, Office of Foreign Assets Control, the U.S. Department of State, and the U.S. Department of Commerce), the European Union and enforced by its member states, the United Nations and the United Kingdom, (iv) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (v) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. section 5311 et seq.), as amended by the USA PATRIOT Act of 2001, and its implementing regulations (collectively, the "BSA/PATRIOT Act"), that Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed to ensure compliance with OFAC-administered sanctions programs, including for the screening of its investors against the OFAC Lists. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Acquired Shares were legally derived and any returns from Subscriber's investment will not be used to finance any illegal activities.

4.16 Subscriber is not owned or controlled by or acting on behalf of (in connection with this Transaction), a person or entity resident in, or whose funds used to purchase the Subscribed Shares are transferred from or through, a country, territory or entity that (i) has been designated as non-cooperative with international anti-money laundering or counter terrorist financing principles or procedures by the United States or by an intergovernmental group or organization, such as the Financial Action Task Force, of which the United States is a member; (ii) is the subject of an advisory issued by the Financial Crimes Enforcement Network of the U.S. Department of the Treasury; or (iii) has been designated by the Secretary of the Treasury under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns (any such country or territory, a "Non-cooperative Jurisdiction"), or an entity or individual that resides or has a place of business in, or is organized under the laws of, a Non-cooperative Jurisdiction.

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

4.18 Subscriber is not currently (and at all times through the Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) acting for the purpose of acquiring, holding, voting or disposing of equity securities of the Issuer (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

4.19 If Subscriber is or is acting on behalf of (i) an employee benefit plan that is subject to Title I of ERISA, (ii) a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code, (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement described in clauses (i) and (ii) (each, an "ERISA Plan"), or (iv) an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing clauses (i), (ii) or (iii) but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws," and together with the ERISA Plans, the "Plans"), Subscriber represents and warrants that (i) neither the Issuer, nor any of its respective affiliates (the "Transaction Parties") has provided investment advice or has otherwise acted as a Plan's fiduciary, with respect to its decision to acquire and hold the Acquired Shares, and none of the Transaction Parties is or shall at any time be a Plan's fiduciary with respect to any decision to acquire and hold the Acquired Shares, and none of the Transaction Parties is or shall at any time be a Plan's fiduciary with respect to any decision in connection with Subscriber's investment in the Acquired Shares; and (ii) its purchase of the Acquired Shares will not result in a non-exempt prohibited transaction under section 406 of ERISA or section 4975 of the Code, or any applicable Similar Law.

4.20 At the Purchase Price Payment Date, Subscriber will have sufficient funds to pay the Purchase Price pursuant to Section 2.2.1.

4.21 Except for the Placement Agent, no broker or finder is entitled to any brokerage or finder's fee or commission solely in connection with the sale of the Acquired Shares to Subscriber.

4.22 Subscriber agrees that the Placement Agent may rely upon the acknowledgments, understandings, agreements, representations and warranties made by Subscriber to the Issuer in this Subscription Agreement.

4.23 Subscriber agrees that none of (i) the Placement Agent, its affiliates or any of the Placement Agent's or its affiliates' control persons, officers, directors or employees, in each case, absent their own gross negligence, fraud or willful misconduct or (ii) any party to the Business Combination Agreement, including any such party's representatives, affiliates or any of its or their control persons, officers, directors or employees, that is not a party hereto, shall be liable to Subscriber pursuant to this Subscription Agreement for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Acquired Shares.

5. Most Favored Nation. The Issuer agrees that it will not enter into any agreement or understanding with any other investor between the date hereof and the earlier of the Closing and the termination of this Agreement in accordance with its terms in respect of the purchase of shares of capital stock of the Issuer that that have the effect of establishing rights or otherwise benefiting such investor in a manner more favorable in any material respect to such investor than the rights and benefits established in favor of the Subscriber by the Transaction Documents; unless, in any such case, the Subscriber has been provided with such rights and benefits. Notwithstanding the foregoing, (i) the Transactions shall not violate this Section 5 and (ii) term "investor" as used in this Section 5 shall not be construed to include any officer, director or other employee of the Issuer in such capacity for service in such capacity regardless of whether such individual is also a shareholder of the Issuer.

6. Registration Rights.

6.1 The Issuer agrees that, within 60 business days after the consummation of the Transactions (the "Filing Date"), the Issuer will use commercially reasonable efforts to file with the Commission (at the Issuer's sole cost and expense) a registration statement on Form S-1 (the "Registration Statement"), registering the resale of the Acquired Shares, which Registration Statement may include shares of the Issuer's common stock issuable upon exercise of outstanding warrants or those held by CHW Acquisition Sponsor LLC, a Delaware limited liability company, and the Issuer shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 90th calendar day (or 120th calendar day if the Commission notifies the Issuer that it will "review" the Registration Statement) following the Closing and (ii) the 10th business day after the date the Issuer is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "Effective Date"); *provided, however*, that if the Commission is closed for operations due to a government shutdown, the Effective Date shall be extended by the same amount of days that the Commission remains closed for operations, *provided, however*, that the Issuer's obligations to include the Acquired Shares in the Registration Statement are contingent upon Subscriber furnishing in writing to the Issuer such information regarding Subscriber, the securities of the Issuer held by Subscriber, and the intended method of disposition of the Acquired Shares as shall be reasonably requested by the Issuer to effect the registration of the Acquired Shares, and Subscriber shall execute such documents in connection with such registration as the Issuer may reasonably request that are customary of a selling stockholder in similar situations, including providing that the Issuer shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement during any customary blackout or similar period or as permitted hereunder; *provided*, that, Subscriber shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Acquired Shares (other than any such restrictions that may exist hereunder). Notwithstanding the foregoing, if the Commission prevents the Issuer from including any or all of the shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Acquired Shares or other shares included in the Registration Statement by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of Acquired Shares which is equal to the maximum number of Acquired Shares as is permitted by the Commission. In such event, the number of Common Shares to be registered for each selling stockholder named in the Registration Statement shall be reduced pro rata among all such selling stockholders and as promptly as practicable after being permitted to register additional shares under Rule 415 of the Securities Act, the Issuer shall amend the Registration Statement or file a new Registration Statement to register such shares not included in the initial Registration Statement and cause such amendment or Registration Statement to become effective as promptly as practicable. Upon notification by the Commission that the Registration Statement has been declared effective by the Commission, within two business days thereafter, the Issuer shall file the final prospectus under Rule 424 of the Securities Act. The Issuer will provide a draft of the Registration Statement to Subscriber for review (but not comment) at least two business days in advance of filing the Registration Statement; *provided*, that, for the avoidance of doubt, in no event shall the Issuer be required to delay or postpone the filing of such Registration Statement as a result of or in connection with Subscriber's review. In no event shall Subscriber be identified as a statutory underwriter in the Registration Statement unless requested by the Commission; *provided*, that if the Commission requests that Subscriber be identified as a statutory underwriter in the Registration Statement, Subscriber will have an opportunity to withdraw from the Registration Statement. Subscriber shall not be entitled to use the Registration Statement for an underwritten offering of Acquired Shares. For purposes of clarification, any failure by the Issuer to file the Registration Statement by the Filing Date or to effect such Registration Statement by the Effective Date shall not otherwise relieve the Issuer of its obligations to file the Registration Statement or effect the registration of the Acquired Shares set forth in this Section 6. For purposes of this Section 6, "Acquired Shares" shall include any equity security of the Issuer issued or issuable with respect to the Acquired Shares by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise.

6.2 In the case of the registration effected by the Issuer pursuant to this Subscription Agreement, the Issuer shall, upon reasonable request, inform Subscriber as to the status of such registration. At its expense the Issuer shall:

6.2.1 except for such times as the Issuer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws that the Issuer determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earliest of the following to occur: (i) Subscriber ceases to hold any Acquired Shares, (ii) the date all Acquired Shares held by Subscriber may be sold under Rule 144 within 90 calendar days, without limitation as to any public information, volume and manner of sale restrictions and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144(c)(1) or Rule 144(i)(2), and (iii) the date that is two years from the Effective Date of the Registration Statement.

6.2.2 advise Subscriber within three business days:

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

(b) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(c) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(d) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Acquired Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(e) in accordance with Section 6.3 of this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, any Registration Statement does not contain an untrue statement of a material fact or does not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any prospectus does not include an untrue statement of a material fact or does not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Notwithstanding anything to the contrary set forth herein, the Issuer shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding the Issuer other than to the extent that providing notice to Subscriber of the occurrence of the events listed in Section 6.2.2(a) through Section 6.2.2(e) above constitutes material, nonpublic information regarding the Issuer;

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

6.2.4 upon the occurrence of any event contemplated in Section 6.2.2(e), except for such times as the Issuer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Issuer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Acquired Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

6.2.5 use its commercially reasonable efforts to cause all Acquired Shares to be listed on each securities exchange or market, if any, on which the CHW Ordinary Shares issued by the Issuer have been listed;

6.2.6 use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Acquired Shares contemplated hereby and, for so long as Subscriber holds Acquired Shares, to enable Subscriber to sell the Acquired Shares under Rule 144; and

6.2.7 subject to receipt from Subscriber by the Issuer and its transfer agent of customary representations and other documentation reasonably acceptable to the Issuer and the transfer agent in connection therewith, including, if required by the transfer agent, an opinion of the Issuer's counsel, in a form reasonably acceptable to the transfer agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, upon Subscriber's request, the Issuer will reasonably cooperate with the Issuer's transfer agent, such that any remaining restrictive legend set forth on such Acquired Shares will be removed from the book entry position evidencing its Acquired Shares following the earliest of such time as such Acquired Shares hereunder are either eligible to be sold (i) pursuant to an effective registration statement or (ii) without restriction under, and without the requirement for the Issuer to be in compliance with the current public information requirements of, Rule 144 under the Securities Act. The Issuer shall be responsible for the fees of its transfer agent, its legal counsel and all Depository Trust Company fees associated with such issuance.

6.3 Notwithstanding anything to the contrary in this Subscription Agreement, the Issuer shall be entitled to delay or postpone the filing or effectiveness of the Registration Statement, and from time to time to require Subscriber not to sell under the Registration Statement or to suspend the effectiveness or use thereof, if it determines, upon the advice of outside legal counsel, that the negotiation or consummation of a transaction by the Issuer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Issuer reasonably believes would require additional disclosure by the Issuer in the Registration Statement of material information that the Issuer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Issuer, upon advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "Suspension Event"). Upon receipt of any written notice from the Issuer of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or any related prospectus includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, Subscriber agrees that (i) it will immediately discontinue offers and sales of the Acquired Shares under the Registration Statement until Subscriber receives copies of a supplemental or amended prospectus (which the Issuer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Issuer that it may resume such offers and sales and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Issuer unless otherwise required by law or subpoena. Notwithstanding anything to the contrary, the Issuer shall use its commercially reasonable efforts to cause its transfer agent to deliver unlegended shares to a transferee of Subscriber in connection with any sale of Acquired Shares with respect to which Subscriber has entered into a contract for sale, prior to Subscriber's receipt of the notice of a Suspension Event and which has not yet settled. If so directed by the Issuer, Subscriber will deliver to the Issuer or, in Subscriber's sole discretion destroy, all copies of the prospectus covering the Acquired Shares in Subscriber's possession; *provided*, *however*, that this obligation to deliver or destroy all copies of the prospectus covering the Acquired Shares shall not apply (A) to the extent Subscriber is required to retain a copy of such prospectus (x) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (y) in accordance with a bona fide pre-existing document retention policy or (B) to copies stored electronically on archival servers as a result of automatic data back-up. In addition, Subscriber agrees that any sales under the Registration Statement will be suspended from the time that the Issuer files its first annual report on Form 10-K with the Commission after the Effective Date until such time as the Commission declares any applicable post-effective amendment to the Registration Statement effective. The Issuer shall use its commercially reasonable efforts to limit such period of suspension and shall notify Subscriber when sales can recommence under the Registration Statement within two business days of the Effective Date. For the avoidance of doubt, such suspension shall not constitute a Suspension Event or be subject to any of the provisions relating thereto in this Section 6.3 (other than with respect to notification of the occurrence of such suspension).

6.4 Subscriber may deliver written notice (an "Opt-Out Notice") to the Issuer requesting that Subscriber not receive notices from the Issuer otherwise required by this Section 6; *provided, however*, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) the Issuer shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify the Issuer in writing at least two business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 6.4) and the related suspension period remains in effect, the Issuer will so notify Subscriber, within one business day of Subscriber's notification to the Issuer, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event or other event immediately upon its availability.

6.5 The Issuer shall, indemnify, defend and hold harmless Subscriber (to the extent a seller under the Registration Statement), its directors, officers, agents, trustees, affiliates, advisers and employees and each person who controls Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all out-of-pocket losses, claims, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement or in any amendment or supplement thereto, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue or alleged untrue statement of a material fact included in any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) any violation or alleged violation by the Issuer of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder in connection with the performance of its obligations under this Section 6, except to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Issuer by Subscriber expressly for use therein or Subscriber has omitted a material fact from such information; *provided, however*, that the indemnification contained in this Section 6 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Issuer be liable for any Losses to the extent they arise out of or are based upon a violation that occurs (A) in reliance upon and in conformity with written information furnished by Subscriber, (B) in connection with any failure of such person to deliver or cause to be delivered a prospectus made available by the Issuer in a timely manner or (C) in connection with any offers or sales effected by or on behalf of Subscriber in violation of Section 6.3 hereof. The Issuer shall notify Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 6 of which the Issuer receives notice in writing.

6.6 Subscriber shall, severally and not jointly, indemnify and hold harmless the Issuer, its directors, officers, agents and employees, and each person who controls the Issuer (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), to the fullest extent permitted by applicable law, from and against all Losses, as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement or in any amendment or supplement thereto or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue or alleged untrue statement of a material fact included in any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading but only to the extent, that such untrue or alleged untrue statements or omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Issuer by Subscriber expressly for use therein or a material fact that Subscriber has omitted from such information; *provided, however*, that the indemnification contained in this Section 6.6 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed). In no event shall the liability of Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Acquired Shares giving rise to such indemnification obligation. Subscriber shall notify the Issuer promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 6.6 of which Subscriber is aware.

6.7 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) unless, in such indemnified party's reasonable judgment, a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest exists 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 that cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which 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.

6.8 The indemnification provided for under this Subscription Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, agent, affiliate or controlling person or entity of such indemnified party and shall survive the transfer of the Acquired Shares purchased pursuant to this Subscription Agreement.

6.9 If the indemnification provided under Section 6.5 and Section 6.6 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations; *provided, however*, the liability of Subscriber shall be limited to the net proceeds received by Subscriber from the sale of the Acquired Shares giving rise to such indemnification obligation. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by or on behalf of (or not supplied by or on behalf of, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in this Section 6, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 6.9 from any person or entity who was not guilty of such fraudulent misrepresentation. Notwithstanding anything to the contrary herein, in no event will any party be liable for consequential, special, exemplary or punitive damages in connection with this Subscription Agreement or the transactions contemplated hereby.

6.10 In the event Subscriber becomes a party to the Amended and Restated Registration Rights Agreement entered into by certain shareholders of the Issuer in connection with the Merger Closing (the "Registration Rights Agreement", this Section 6 shall not apply and not be effective with respect to such Subscriber. For the avoidance of doubt, the Issuer acknowledges and agrees that Subscriber is not party to the Registration Rights Agreement.

7. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect (except for those provisions expressly contemplated to survive termination of this Subscription Agreement in accordance with Section 9.4), and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof (except for those provisions expressly contemplated to survive termination of this Subscription Agreement in accordance with Section 9.4), upon the earliest to occur of (i) such date and time as the Business Combination Agreement is terminated in accordance with its terms without being consummated, (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (iii) if any of the conditions of Closing set forth in Section 2 are not satisfied on or prior to the earlier of the Closing Date and November 6, 2022, and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated at the Closing, and (iv) November 6, 2022; *provided* that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination or common law intentional fraud in the making of any representation or warranty hereunder, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach or fraud. The Issuer shall promptly notify Subscriber of the termination of the Business Combination Agreement promptly after the termination of such agreement.

8. Trust Account Waiver. Subscriber acknowledges that the Issuer is a blank check company with the powers and privileges to effect a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination involving the Issuer and one or more businesses or assets. Subscriber further acknowledges that, as described in the Issuer's prospectus relating to its initial public offering dated August 30, 2021 (the "Prospectus"), available at www.sec.gov, substantially all of the Issuer's assets consist of the cash proceeds of the Issuer's initial public offering and private placements of its securities, and substantially all of those proceeds have been deposited in a trust account (the "Trust Account") for the benefit of the Issuer, its public shareholders and the underwriters of the Issuer's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to the Issuer to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the Prospectus. For and in consideration of the Issuer entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, Subscriber, on behalf of itself and its affiliates, hereby irrevocably waives any and all right, title and interest, or any claim of any kind they have or may have in the future arising out of this Subscription Agreement, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Subscription Agreement, the transactions contemplated hereby, or the Acquired Shares, regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability; *provided*, *however*, that nothing in this Section 8 shall (i) serve to limit or prohibit Subscriber's right to pursue a claim against the Issuer for legal relief against assets held outside the Trust Account, for specific performance or other equitable relief, (ii) serve to limit or prohibit any claims that Subscriber may have in the future against the Issuer's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds) or (iii) be deemed to limit any Subscriber's right, title, interest or claim to the Trust Account by virtue of such Subscriber's record or beneficial ownership of CHW Ordinary Shares acquired by any means other than pursuant to this Subscription Agreement, including, but not limited to, any redemption right with respect to any such securities of the Issuer.

9. Miscellaneous.

9.1 Each party hereto acknowledges that the other party hereto will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement, and that the Placement Agent will rely on the acknowledgments, understandings, agreements, representations and warranties of Subscriber and of the Issuer contained in this Subscription Agreement; *provided*, *however*, that this Section 9.1 shall not give any such party any rights other than those expressly set forth herein. Prior to the Closing, each party hereto agrees to promptly notify the other party hereto if any of the acknowledgments, understandings, agreements, representations and warranties made by such party as set forth herein are no longer accurate in all material respects. Subscriber further acknowledges and agrees that, notwithstanding Section 9.7 hereto, the Placement Agent is a third-party beneficiary of the representations and warranties of Subscriber contained in Section 4 and the Issuer further acknowledges and agrees that the Placement Agent is a third-party beneficiary of the representations and warranties of the Issuer contained in Section 3.

9.2 Each of the Issuer and Subscriber is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby to the extent required by law or by regulatory bodies.

9.3 Notwithstanding anything to the contrary in this Subscription Agreement, prior to the Closing, Subscriber may not transfer or assign all or a portion of its rights under this Subscription Agreement, other than to one or more of its affiliates (including other investment funds or accounts managed or advised by Subscriber or the investment manager or advisor who acts on behalf of Subscriber or an affiliate thereof or by an affiliate of such investment manager or advisor) without the prior consent of the Issuer; *provided* that such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Subscription Agreement, makes the representations and warranties in Section 4 and completes Schedule A hereto. In the event of such a transfer or assignment, Subscriber shall complete the form of assignment attached as Schedule B hereto.

9.4 All the agreements, representations, warranties, and covenants made by each party hereto in this Subscription Agreement shall survive the Closing. All of the covenants and agreements made by each party in this Subscription Agreement shall survive the Closing until the applicable statute of limitations or in accordance with their respective terms.

9.5 The Issuer may request from Subscriber such additional information as the Issuer may reasonably deem necessary to evaluate the eligibility of Subscriber to acquire the Acquired Shares and to register the resale of the Acquired Shares, and Subscriber shall provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures; *provided* that the Issuer agrees to keep any such information provided by Subscriber confidential.

9.6 This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

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

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

9.9 This Subscription Agreement may be executed in two or more counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

9.10 Each party shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

9.11 The parties hereto acknowledge and agree that (i) this Subscription Agreement is being entered into in order to induce the Issuer to execute and deliver the Business Combination Agreement and (ii) irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached and that money or other legal remedies would not be an adequate remedy for such damage. It is accordingly agreed that the parties shall be entitled to equitable relief, including in the form of an injunction or injunctions to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise. The parties hereto acknowledge and agree that Target and the Placement Agent shall be entitled to rely on the provisions of the Subscription Agreement of which Target and the Placement Agent are each a third party beneficiary, in each case, on the terms and subject to the conditions set forth herein. The parties hereto further acknowledge and agree: (x) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy; (y) not to assert that a remedy of specific enforcement pursuant to this Section 9.11 is unenforceable, invalid, contrary to applicable law or inequitable for any reason; and (z) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

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

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

if to the Issuer to:

CHW Acquisition Corporation
2 Manhattanville Road, Suite 403
Purchase, NY 10577
Attention: Jonah Raskas
Email: jonah@chwacquisitioncorp.com

with required copies (which copies shall not constitute notice) to:

McDermott Will & Emery
One Vanderbilt Avenue
New York, NY 10017
Attention: Ari Edelman and Harold Davidson
Email: aedelman@mwe.com; hdavidson@mwe.com

and if to the Placement Agent, to:

Oppenheimer & Co. Inc.
85 Broad Street, 23rd Floor
New York, NY 10004
Attn: Chris DeFalco and Peter Vogelsang
Email: Chris.Defalco@opco.com; Peter.Vogelsang@opco.com

9.13 This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

9.13.1 THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, THE SUPREME COURT OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF NEW YORK, SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A NEW YORK STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 9.11 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

9.13.2 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.13.

9.14 The Issuer shall, by 9:00 a.m., New York City time, on the second business day immediately following the date of this Subscription Agreement, issue one or more press releases or file with the Commission a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing all material terms of the transactions contemplated hereby and the Transactions. From and after the issuance of the Disclosure Document, to the Issuer's knowledge, Subscriber shall not be in possession of any material, nonpublic information received from the Issuer or any of its officers, directors or employees. Notwithstanding anything in this Subscription Agreement to the contrary, the Issuer shall not publicly disclose the name of Subscriber or any of its affiliates, or include the name of Subscriber or any of its affiliates, without the prior written consent of Subscriber, (i) in any press release (ii) or in any filing with the Commission or any regulatory agency or trading market, except (A) as required by the federal securities law in connection with the Registration Statement, or (B) to the extent such disclosure is required by law, at the request of the staff of the Commission or regulatory agency or under the regulations of Nasdaq or by any other governmental authority, in which case the Issuer shall provide Subscriber with prior written notice of such disclosure permitted under the foregoing clause (ii).

9.15 This Subscription Agreement may not be amended, modified, supplemented or waived except by an instrument in writing, signed by the party against whom enforcement of such amendment, modification, supplement or waiver is sought; *provided* that any rights (but not obligations) of a party under this Subscription Agreement may be waived, in whole or in part, by an instrument in writing, signed by the party against whom enforcement of such waiver is sought.

9.16 No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

9.17 If Subscriber is a Massachusetts Business Trust, a copy of the Declaration of Trust of Subscriber or any affiliate thereof is on file with the Secretary of State of the Commonwealth of Massachusetts and notice is hereby given that the Subscription Agreement is executed on behalf of the trustees of Subscriber or any affiliate thereof as trustees and not individually and that the obligations of the Subscription Agreement are not binding on any of the trustees, officers or stockholders of Subscriber or any affiliate thereof individually but are binding only upon Subscriber or any affiliate thereof and its assets and property.

9.18 The headings herein are for convenience only, do not constitute a part of this Subscription Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Subscription Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rules of strict construction will be applied against any party. Unless the context otherwise requires, (i) all references to Sections, Annexes or Exhibits are to Sections, Annexes or Exhibits contained in or attached to this Subscription Agreement, (ii) each accounting term not otherwise defined in this Subscription Agreement has the meaning assigned to it in accordance with GAAP, (iii) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (iv) the use of the word "including" in this Subscription Agreement shall be by way of example rather than limitation, and (v) the word "or" shall not be exclusive.

[*Signature pages follow.*]

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

CHW ACQUISITION CORPORATION

By: /s/ Mark Grundman

Name: Mark Grundman

Title: Co-Chief Executive Officer

SUBSCRIBER:
Corbin Opportunity Fund, L.P.
By: Corbin Capital Partners, L.P., its Investment Manager

By: /s/ Daniel Friedman
Name: Daniel Friedman
Title: General Counsel

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

Email Address: fof-ops@corbincapital.com

Subscriber's EIN: 26-3742098

Address: 590 Madison Avenue, 31st Floor New York, NY 10022

Attn: Fund Operations

Telephone No.: 212-634-7373

Facsimile No.: _____

Backstop Allocation: 90,000 CHW Ordinary Shares

You must pay the Purchase Price by wire transfer of U.S. dollars in immediately available funds to the account specified by the Issuer in the Closing Notice.

SCHEDULE A

ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

This Schedule must be completed by Subscriber and forms a part of the Subscription Agreement to which it is attached. Capitalized terms used and not otherwise defined in this Schedule have the meanings given to them in the Subscription Agreement. Subscriber must check the applicable box in either Part A or Part B below and the applicable box in Part C below.

A. QUALIFIED INSTITUTIONAL BUYER STATUS

(Please check the applicable subparagraphs):

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

☐ Subscriber is subscribing for the Acquired Shares as a fiduciary or agent for one or more investor accounts, and each owner of such accounts is a QIB.

*** OR ***

B. IACCREDITED INVESTOR STATUS

(Please check the applicable subparagraphs):

Subscriber is an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) and has checked below the box(es) for the applicable provision under which Subscriber qualifies as such:

☐ Subscriber is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, limited liability company or partnership not formed for the specific purpose of acquiring the securities of the Issuer being offered in this offering, with total assets in excess of $5,000,000.

☐ Subscriber is a "private business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

☐ Subscriber is a "bank" as defined in Section 3(a)(2) of the Securities Act.

☐ Subscriber is a "savings and loan association" or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.

☐ Subscriber is a broker or dealer registered pursuant to Section 15 of the Exchange Act.

☐ Subscriber is an "insurance company" as defined in Section 2(a)(13) of the Securities Act.

☐ Subscriber is an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.

☐ Subscriber is an investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the Investment Advisers Act of 1940.

☐ Subscriber is an investment company registered under the Investment Company Act of 1940.

☐ Subscriber is a "business development company" as defined in Section 2(a)(48) of the Investment Company Act of 1940.

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

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

☐ Subscriber is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and such plan has total assets in excess of $5,000,000.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is one of the following.

- ☐ A bank;
- ☐ A savings and loan association;
- ☐ An insurance company; or
- ☐ A registered investment adviser.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 with total assets in excess of $5,000,000.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 that is a self-directed plan with investment decisions made solely by persons that are accredited investors.

☐ Subscriber is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered by the Issuer in this offering, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

☐ Subscriber is an entity, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own "investments," as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of $5,000,000 and that was not formed for the specific purpose of acquiring the securities of the Issuer being offered in this offering.

☐ Subscriber is a natural person holding in good standing one or more professional certifications, designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status.

☐ Subscriber is a natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, of the Issuer of the securities being offered or sold where the Issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.

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

☐ Subscriber is a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (a)(12) of Rule 501(a) and whose prospective investment in the Issuer is directed by such family office pursuant to paragraph (a)(12)(iii) of Rule 501(a).

*** AND ***

C. AFFILIATE STATUS

(Please check the applicable box)

SUBSCRIBER:

☐ is:

☒ is not:

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

SCHEDULE B

FORM OF ASSIGNMENT

This Subscription Assignment and Joinder Agreement (this "Assignment Agreement"), dated , 2022, is made and entered into by and between ("Subscriber") and ("Assignee") and acknowledged by CHW Acquisition Corporation, a Cayman Islands exempted company ("CHW"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Subscription Agreement (as defined below).

WHEREAS, CHW and Subscriber entered into that certain Subscription Agreement (the "Subscription Agreement"), dated , 2022, pursuant to which Subscriber agreed to subscribe for and purchase the Issuer's Common Shares (the "Acquired Shares") and CHW has agreed that Issuer shall issue and sell to Subscriber such Acquired Shares;

WHEREAS, Subscriber and Assignee are affiliated investment funds; and

WHEREAS, for administrative reasons, Subscriber desires to assign its rights to subscribe for and purchase of the Acquired Shares along with the rights and obligations set forth in the Subscription Agreement of such Acquired Shares (the "Assigned Shares") to Assignee.

NOW, THEREFORE, pursuant to Section 9.3 of the Subscription Agreement, and as further described in the table below, Subscriber hereby assigns its rights to subscribe for and purchase the Assigned Shares to Assignee and Assignee hereby (i) accepts the rights to subscribe for and purchase the Assigned Shares and agrees to be bound by and subject to the terms and conditions of the Subscription Agreement, (ii) expressly makes the representations and warranties in Section 4 of the Subscription Agreement with respect to the Assigned Shares and (iii) completed Schedule A to the Subscription Agreement and attached it hereto. Notwithstanding the foregoing, this Assignment Agreement shall not relieve Subscriber of any of its obligations under the Subscription Agreement.

The following assignment by Subscriber to Assignee of its rights to subscribe for and purchase all or a portion of the Acquired Shares have been made:

Date of Assignment	Subscriber	Assignee	Number of Acquired Shares Assigned	Subscriber Revised Subscription Amount	Assignee Subscription Amount

[Signature Page Follows]

IN WITNESS WHEREOF, this Subscription Assignment and Joinder Agreement has been executed by Subscriber and Assignee acknowledged by CHW by its duly authorized representative as of the date set forth above.

SUBSCRIBER

By: _____
Name:
Title:

ASSIGNEE

By: _____
Name:
Title:

Assignee's EIN: _____

Address:
Attn:

_____

Acknowledgement by CHW:
CHW ACQUISITION CORPORATION

By: _____
Name:
Title:

[Signature Page to Assignment]

Exhibit 10.5

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "Subscription Agreement") is entered into this February 2, 2022, by and among CHW Acquisition Corporation, a Cayman Islands exempted company (the "Issuer") and the undersigned ("Subscriber").

WHEREAS, substantially concurrently with the execution and delivery of this Subscription Agreement, the Issuer is entering into that certain Business Combination Agreement, dated as of the date of this Subscription Agreement (as may be amended or supplemented from time to time, the "Business Combination Agreement"), by and among the Issuer, CHW Merger Sub Inc., a Delaware corporation and a wholly-owned subsidiary of Issuer ("Merger Sub"), and Wag Labs, Inc., a Delaware corporation (together with its direct and indirect subsidiaries, "Target"), pursuant to which, among other things, (i) Issuer will domesticate as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law and the Cayman Islands Companies Act (As Revised) (the "Domestication") and (ii) immediately following the consummation of the Domestication, Merger Sub will merge with and into Target (the "Merger" and, together with the Domestication, the "Transactions", and the consummation of the Merger in accordance with the Business Combination Agreement, the "Merger Closing"), with the Target surviving the Merger as a wholly owned subsidiary of the Issuer.

WHEREAS, in connection with the Transactions, the Issuer is seeking commitments from interested investors to purchase, prior to the Merger Closing, Issuer's common stock, par value $0.0001 per share (the "Common Shares");

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

1. Backstop and Subscription.

1.1 Subject to the terms and conditions hereof, at the Closing (as defined below), Subscriber hereby agrees to subscribe for and purchase, and the Company hereby agrees to issue and sell to Subscriber, subject to the substantially concurrent Merger Closing and the other terms and conditions set forth herein and upon the payment of $10.00 per share (the "Share Purchase Price", and the aggregate purchase price, the "Purchase Price"), a number of Common Shares set forth underneath Subscriber's name on the signature page hereto (its "Backstop Allocation") (such subscription and issuance, the "Subscription").

1.2 If Subscriber acquires shares in the open market between the date of this Agreement and the close of business on the third Trading Day (as defined below) prior to the special meeting of Issuer shareholders (the "Purchase Deadline"), then the Backstop Allocation shall be reduced on a share-for-share basis by the number of shares so acquired. All such purchases shall be made by Subscriber via open market purchases or in privately negotiated transactions with third parties, provided that any such purchases settle no later than the Purchase Deadline. On the date immediately following the Purchase Deadline, and at such other times as may be requested by the Issuer, the Subscriber shall (x) notify the Issuer in writing of the number of Common Shares so purchased pursuant to this Section 1.2 (the "Market Shares") and the aggregate purchase price paid therefor by Subscriber and (y) in the case of any Market Shares acquired in privately negotiated transactions with third parties, provide the Issuer with all documentation reasonably requested by the Issuer and its advisors (including without limitation, its legal counsel) and its transfer agent and proxy solicitor to confirm that: (A) Subscriber purchased, or has contracted to purchase, such shares, and (B) in the event that the seller of such shares was the holder of such shares on the record date for the special meeting of Issuer shareholders, the seller of such shares has provided to Subscriber a representation that (I) the seller voted such shares in favor of the Merger and the other proposals of the Issuer set forth in the proxy statement/prospectus to be filed by the Issuer in connection with the Transactions and (II) the seller of such shares did not exercise its redemption rights for such shares in connection with the special meeting of Issuer shareholders. For purposes hereof, "Trading Day" shall mean a day during which trading in Common Shares generally occurs on the Nasdaq Capital Market or, if the Common Shares not listed on the Nasdaq Capital Market, on the principal other national or regional securities exchange on which the Common Shares are then listed or, if the Common Shares not listed on a national or regional securities exchange, on the principal other market on which the Common Shares are then listed or admitted for trading.

1.3 Subscriber acknowledges and agrees that, as a result of the Domestication, the Subscribed Shares and Market Shares purchased pursuant to Section 1.1 and Section 1.2 hereof shall be Common Shares of Issuer as a Delaware corporation (and not, for the avoidance of doubt, ordinary shares of Issuer as a Cayman Islands exempted company).

2. Closing.

2.1 Subject to the satisfaction or waiver of the conditions set forth in Section 2 (other than those conditions that by their nature are to be satisfied at the closing of the Subscription contemplated hereby (the "Closing"), but without affecting the requirement that such conditions be satisfied or waived at the Closing), the Closing shall occur following the Domestication and at a time immediately prior to or substantially concurrently with, the consummation of the Merger (such date, the "Closing Date") in the sequence contemplated in the recitals to this Agreement and is contingent upon the subsequent occurrence of the consummation of the Transactions. Not less than five business days (as defined herein) prior to the anticipated Closing Date, the Issuer shall provide written notice to Subscriber (the "Closing Notice") specifying (i) the anticipated Closing Date and (ii) the wire instructions for delivery of the Purchase Price to the Issuer. For the purposes of this Subscription Agreement, "business day" means any other day other than a Saturday, Sunday or any other day on which commercial banks are required or authorized to be closed in the State of New York.

2.2 Subject to the satisfaction or waiver of the conditions set forth in Section 2.3 and Section 2.4 (other than those conditions that by their nature are to be satisfied at Closing, but without affecting the requirement that such conditions be satisfied or waived at Closing):

2.2.1 Subscriber shall deliver to the Issuer, no later than two business days before the Closing Date (as specified in the Closing Notice) or such other date as otherwise agreed to by the Issuer and Subscriber (such date, the "Purchase Price Payment Date") the Purchase Price for the Acquired Shares by wire transfer of U.S. dollars in immediately available funds to the account specified by the Issuer in the Closing Notice (which account shall be for the benefit of Subscriber until the Closing Date), and any information that is reasonably requested in the Closing Notice that is required in order to enable the Issuer to issue the Acquired Shares, including, without limitation, the legal name of the person (or nominee) in whose name such Acquired Shares are to be issued and a duly executed Internal Revenue Service Form W-9 or W-8, as applicable, *provided*, *however*, in the case of a Subscriber that is an "investment company" registered under the Investment Company Act of 1940, as amended, payment may be made to an account specified by the Issuer and subject to such procedures otherwise mutually agreed by Subscriber and the Issuer.

2.2.2 On the Closing Date, the Issuer shall deliver to Subscriber (i) the Acquired Shares against and upon payment by Subscriber in book-entry form, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws), in the name of Subscriber (or its nominee in accordance with its delivery instructions) or to a custodian designated by Subscriber, as applicable and (ii) evidence from the Issuer's transfer agent of the issuance of the Acquired Shares were issued to Subscriber in book-entry form on and as of the Closing Date; *provided*, *however*, that the Issuer's obligation to issue the Acquired Shares to Subscriber is contingent upon Issuer having received the Purchase Price in full in accordance with this Section 2.

2.2.3 Each book entry for the Acquired Shares shall contain a legend in substantially the following form:

THE OFFER AND SALE OF THE SECURITIES REPRESENTED HEREBY HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM.

2.3 The Issuer's obligation to effect the Closing shall be subject to the satisfaction on the Closing Date, or, to the extent permitted by applicable law, the waiver by the Issuer, of each of the following conditions:

2.3.1 all representations and warranties of Subscriber contained in this Subscription Agreement shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect (as defined herein), which representations and warranties shall be true and correct in all respects) at and as of the Closing Date (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects (other than representations and warranties that are qualified as to materiality or Subscriber Material Adverse Effect, which representations and warranties shall be true in all respects) as of such date);

2.3.2 Subscriber shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing; *provided*, that, this condition shall be deemed satisfied unless written notice of such noncompliance is provided by the Issuer to Subscriber and Subscriber fails to cure such noncompliance in all material respects within five business days of receipt of such notice;

2.3.3 no governmental authority shall have issued, enforced or entered any judgment or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the Subscription illegal or otherwise preventing or prohibiting consummation of the Subscription;

2.3.4 all conditions precedent to the Issuer's obligation to effect the Transactions set forth in the Business Combination Agreement shall have been satisfied or waived (other than those conditions that (i) may only be satisfied at the closing of the Transactions, but subject to the satisfaction or waiver of such conditions as of the closing of the Transactions or (ii) will be satisfied by the Closing);

2.3.5 the Domestication shall have been completed and effective in all respects.

2.4 Subscriber's obligation to effect the Closing shall be subject to the satisfaction on the Closing Date, or to the extent permitted by applicable law, the written waiver by Subscriber, of each of the following conditions:

2.4.1 no suspension of the listing or qualification for offering or sale or trading on the Nasdaq Capital Market ("Nasdaq"), or another national securities exchange, of the Common Shares, and to the Issuer's knowledge, no initiation nor threatening of any proceedings for any of such purposes, shall have occurred and be continuing, and the Acquired Shares shall have been approved for listing, subject to official notice of issuance, on Nasdaq or another national securities exchange

2.4.2 all representations and warranties of the Issuer contained in this Subscription Agreement shall be true and correct in all material respects at and as of the Closing Date (except for representations and warranties made as of a specific date, which shall be true and correct in all material respects as of such date), in each case except where such non-compliance, default or violation has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

2.4.3 the Issuer shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by it at or prior to the Closing, except where the failure of such performance, satisfaction or compliance would not or would not reasonably be expected to prevent, materially delay or materially impair the ability of the Issuer to consummate the Closing; *provided*, that, this condition shall be deemed satisfied unless written notice of such noncompliance is provided by Subscriber to the Issuer and the Issuer fails to cure such noncompliance in all material respects within five business days of receipt of such notice;

2.4.4 no governmental authority shall have issued, enforced or entered any judgment or order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making consummation of the Subscription illegal or otherwise preventing or prohibiting consummation of the Subscription;

2.4.5 all conditions precedent to the closing of the Transactions as set forth in the Business Combination Agreement shall have been satisfied or waived (as determined by the parties to the Business Combination Agreement and other than those conditions that (i) may only be satisfied at the closing of the Transactions, but subject to the satisfaction or waiver of such conditions as of the closing of the Transactions or (ii) will be satisfied by the Closing); and

2.4.6 except to the extent consented to in writing by Subscriber, the Business Combination Agreement (as filed with the Securities and Exchange Commission (the "Commission") on or shortly after the date hereof) shall not have been amended, modified, supplemented or waived in a manner that would reasonably be expected to materially and adversely affect the economic benefits that Subscriber (in its capacity as such) would reasonably expect to receive under this Subscription Agreement.

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

2.6 In the event that the closing of the Transactions does not occur within three business days of the Closing Date specified in the Closing Notice, unless otherwise agreed by the Issuer and Subscriber, the Issuer shall promptly (but not later than three business days thereafter) return the Purchase Price to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber, and any book entries representing the Acquired Shares shall be deemed cancelled. Notwithstanding such cancellation, failure to close on the Closing Date specified in the Closing Notice shall not, by itself, be deemed to be a failure of any of the conditions to Closing set forth in this Section 2 to be satisfied or waived, unless and until this Subscription Agreement is terminated in accordance with Section 7 herein, Subscriber shall remain obligated (i) to redeliver funds to the Issuer following the Issuer's delivery to Subscriber of a new Closing Notice with a new Closing Date in accordance with the terms and conditions of this Section 2 and (ii) upon satisfaction or waiver of the conditions set forth in this Section 2 to consummate the Closing immediately prior to or substantially concurrently with the consummation of the Transactions. For the avoidance of doubt, if any termination hereof occurs after the delivery by Subscriber of the Purchase Price for the Acquired Shares, the Issuer shall promptly (and no later than two business days after such termination) return the Purchase Price to Subscriber by wire transfer of U.S. dollars in immediately available funds to the account specified by Subscriber without any deduction for or on account of any tax, withholding, charges or set-off.

3. Issuer Representations, Warranties and Covenants. The Issuer represents and warrants as of the date hereof and covenants on the Closing Date, that:

3.1 As of the date hereof, Issuer is an exempted company duly incorporated, validly existing and in good standing under the laws of the Cayman Islands. As of the Closing Date, following the Domestication, the Issuer will be duly incorporated, validly existing as a corporation and in good standing under the laws of the State of Delaware. The Issuer has, and will have following the Domestication, the requisite power and authority to own, lease and operate its properties and conduct its business as presently conducted and as shall be conducted following the Domestication and to enter into, deliver and perform its obligations under this Subscription Agreement.

3.2 As of the Closing Date, the Acquired Shares will have been duly authorized and, when issued and delivered to Subscriber against full payment for the Acquired Shares in accordance with the terms of this Subscription Agreement, the Acquired Shares will be validly issued, fully paid and non-assessable, free and clear of any liens or other restrictions whatsoever (other than those arising under state or federal securities laws) and will not have been issued in violation of or subject to any preemptive or similar rights created under the Issuer's certificate of incorporation and bylaws (as in effect at such time of issuance) or under the laws of the State of Delaware.

3.3 This Subscription Agreement and the Business Combination Agreement (collectively, the "Transaction Documents") have been duly authorized, executed and delivered by the Issuer and, assuming that the Transaction Documents have been duly authorized, executed and delivered by the other parties thereto, constitute the valid and legally binding obligation of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

3.4 Assuming the accuracy of Subscriber's representations and warranties in Section 4, the execution and delivery by the Issuer of the Transaction Documents, and the performance by the Issuer of its obligations under the Transaction Documents, including the issuance and sale of the Acquired Shares and the consummation of the other transactions contemplated herein and therein, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Issuer pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound or to which any of the property or assets of the Issuer is subject, which would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of the Issuer (a "Material Adverse Effect") or materially affect the validity of the Acquired Shares or the legal authority of the Issuer to comply in all material respects with the terms of this Subscription Agreement; (ii) the organizational documents of the Issuer; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of their properties that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or materially affect the validity of the Acquired Shares or the legal authority of the Issuer to comply in all material respects with the terms of this Subscription Agreement.

3.5 There are no securities or instruments issued by or to which the Issuer is a party containing anti-dilution or similar provisions that will be triggered by the issuance of the Acquired Shares that have not been or will not be validly waived on or prior to the Closing Date.

3.6 The Issuer is not in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of (i) the organizational documents of the Issuer, (ii) any loan or credit agreement, guarantee, note, bond, mortgage, indenture, lease or other agreement, permit, franchise or license to which the Issuer is now a party or by which the Issuer's properties or assets are bound, or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over the Issuer or any of its properties, except, in the case of clauses (ii) and (iii), for defaults or violations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.7 Assuming the accuracy of Subscriber's representations and warranties in Section 4, the Issuer is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, self-regulatory organization (including Nasdaq), or other person in connection with the execution, delivery and performance by the Issuer of this Subscription Agreement (including, without limitation, the issuance of the Acquired Shares), other than: (i) the filing with the Commission of the Registration Statement (as defined below); (ii) the filings required by applicable state or federal securities laws; (iii) the filings required in accordance with Section 9.14, (iv) those required by Nasdaq, including with respect to obtaining shareholder approval; (v) any filing, the failure of which to obtain would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or have a material adverse effect of the Issuer's ability to consummate the transactions contemplated hereby, including the sale and issuance of the Acquired Shares; and (vi) as set forth in the Business Combination Agreement.

3.8 As of the date hereof, the authorized share capital of the Issuer consists of (i) 1,000,000 preference shares, par value $0.0001 per share (the "CHW Preference Shares"), (ii) 110,000,000 ordinary shares, par value $0.0001 per share (the "CHW Ordinary Shares"). As of the date hereof and as of immediately prior to the Domestication: (A) no CHW Preference Shares are or will be issued and outstanding, (B) 15,687,500 CHW Ordinary Shares are and will be issued and outstanding, and (C) 16,738,636 warrants (the "CHW Warrants"), each evidencing the right to purchase one CHW Ordinary Share at an exercise price of $11.50 per CHW Ordinary Share, are and will be outstanding. All (i) issued and outstanding CHW Ordinary Shares have been duly authorized and validly issued, are fully paid and are non-assessable and are not subject to preemptive rights and (ii) outstanding warrants have been duly authorized and validly issued, are fully paid and are not subject to preemptive rights. Except as set forth above and pursuant to the Business Combination Agreement, there are no outstanding options, warrants or other rights to subscribe for, purchase or acquire from the Issuer any CHW Ordinary Shares or other equity interests in the Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. As of the date hereof, the Issuer has no direct subsidiaries (other than Merger Sub) and does not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There are no shareholder agreements, voting trusts or other agreements or understandings to which the Issuer is a party or by which it is bound relating to the voting of any securities of the Issuer, other than (A) as set forth in the SEC Documents (as defined below) and (B) as contemplated by the Business Combination Agreement.

3.9 Immediately following the Domestication, the authorized share capital of Issuer will consist of (i) 1,000,000 shares of preferred stock, par value $0.0001 per share (the "Preferred Stock") and (ii) 110,000,000 Common Shares. As of immediately following the Domestication: (A) no shares of Preferred Stock will be issued and outstanding, (B) 15,687,500 Common Shares will be issued and outstanding, and (C) 16,738,636 warrants, each evidencing the right to purchase one Share at an exercise price of $11.50 per Share, will be outstanding. All (i) issued and outstanding Common Shares will have been duly authorized and validly issued, fully paid and are non-assessable and are not subject to preemptive rights, and (ii) outstanding warrants will have been duly authorized and validly issued, fully paid and will not be subject to preemptive rights. Except as set forth above and pursuant to the Business Combination Agreement, there will be no outstanding options, warrants or other rights to subscribe for, purchase or acquire from Issuer any Common Shares or other equity interests in Issuer, or securities convertible into or exchangeable or exercisable for such equity interests. As of immediately prior to the Domestication, Issuer will have no direct subsidiaries (other than Merger Sub) and will not own, directly or indirectly, interests or investments (whether equity or debt) in any person, whether incorporated or unincorporated. There will be no shareholder agreements, voting trusts or other agreements or understandings to which Issuer is a party or by which it is bound relating to the voting of any securities of Issuer, other than (A) as set forth in the SEC Documents (as defined below) and (B) as contemplated by the Business Combination Agreement.

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

3.11 The issued and outstanding CHW Ordinary Shares are (and following the Domestication, the Common Shares will be) registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and are listed for trading on Nasdaq. There is no suit, action, proceeding or investigation pending or, to the knowledge of the Issuer, threatened against the Issuer by Nasdaq or the Commission with respect to any intention by such entity to deregister the CHW Ordinary Shares or prohibit or terminate the listing of the CHW Ordinary Shares or Common Shares on Nasdaq. Except in the connection with the Transactions, the Issuer has taken no action that is designed to terminate the registration of the CHW Ordinary Shares under the Exchange Act or the listing of the CHW Ordinary Shares on Nasdaq.

3.12 Assuming the accuracy of Subscriber's representations and warranties set forth in Section 4, no registration under the Securities Act of 1933, as amended (the "Securities Act") is required for the offer and sale of the Acquired Shares by the Issuer to Subscriber in the manner contemplated by this Subscription Agreement, and the Acquired Shares are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

3.13 Neither the Issuer nor any person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with any offer or sale of the Acquired Shares.

3.14 The Issuer has made available to Subscriber (including via the Commission's EDGAR system) a copy of each form, report, statement, schedule, prospectus, proxy, registration statement and other document, if any, filed by the Issuer with the Commission since its initial registration of the CHW Ordinary Shares (the "SEC Documents"), which SEC Documents, as of their respective filing dates, complied in all material respects with the requirements of the Exchange Act and Securities Act applicable to the SEC Documents and the rules and regulations of the Commission promulgated thereunder applicable to the SEC Documents. None of the SEC Documents filed under the Exchange Act (except to the extent that information contained in any SEC Document has been superseded by a later timely filed SEC Document) contained, when filed, any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of any SEC Document that is a registration statement, or included, when filed, any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in the case of all other SEC Documents; *provided*, that, with respect to the Transactions or any other information relating to the Transactions or to Target or any of its affiliates that is included the proxy statement/prospectus to be filed by the Issuer in connection with the Transactions, any SEC Document or exhibit thereto filed by the Issuer, the representation and warranty in this sentence is made to the Issuer's knowledge. The Issuer has timely filed each SEC Document that the Issuer was required to file with the Commission since its inception. There are no material outstanding or unresolved comments in comment letters from the staff of the Commission with respect to any of the SEC Documents.

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

3.16 Except for placement fees payable to Oppenheimer & Co. Inc. in its capacity as placement agent for the offer and sale of the Acquired Shares (in such capacity, the "Placement Agent"), the Issuer has not paid, and is not obligated to pay, any brokerage, finder's or other commission or similar fee in connection with the Issuer's issuance and the sale of the Acquired Shares.

3.17 The Issuer is not, and immediately after receipt of payment for the Acquired Shares will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.18 Neither the Issuer, its subsidiaries or any of its affiliates, nor any person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Acquired Shares under the Securities Act, whether through integration with prior offerings pursuant to Rule 502(a) of the Securities Act or otherwise.

3.19 The Issuer will not directly or indirectly use the proceeds of the sale of the Acquired Shares, or lend, contribute or otherwise make available such proceeds to a subsidiary, joint venture partner or other person or entity, (i) to fund a person or entity named on the List of Specially Designated Nationals and Blocked Persons, the Executive Order 13599 List, the Foreign Sanctions Evaders List, or the Sectoral Sanctions Identification List, each of which is administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (collectively "OFAC Lists"), (ii) owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List, (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States, (iv) that is a Designated National (as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515) or (v) that is a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank.

3.20 The Issuer agrees that the Placement Agent may rely upon the acknowledgments, understandings, agreements, representations and warranties made by the Issuer to Subscriber in this Subscription Agreement.

4. Subscriber Representations and Warranties. Subscriber represents and warrants as of the date hereof and covenants that on the Closing Date, that:

4.1 Subscriber has been duly formed or incorporated and is validly existing in good standing (to the extent the concept of good standing is applicable in such jurisdiction) under the laws of its jurisdiction of incorporation or formation, with the requisite entity power and authority to enter into, deliver and perform its obligations under this Subscription Agreement.

4.2 This Subscription Agreement has been duly authorized, executed and delivered by Subscriber. Assuming the due authorization, execution and delivery of the same by the Issuer, this Subscription Agreement constitutes the valid and legally binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, except as such enforceability may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally and (ii) principles of equity, whether considered at law or equity.

4.3 The execution and delivery by Subscriber of this Subscription Agreement, and the performance by Subscriber of its obligations under this Subscription Agreement, including the purchase of the Acquired Shares and the consummation of the other transactions contemplated herein, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Subscriber pursuant to the terms of (i) any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which Subscriber is a party or by which Subscriber is bound or to which any of the property or assets of Subscriber is subject, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, shareholders' equity or results of operations of Subscriber, taken as a whole (a "Subscriber Material Adverse Effect"), or materially affect the legal authority of Subscriber to comply in all material respects with the terms of this Subscription Agreement; (ii) the organizational documents of Subscriber; or (iii) any statute or any judgment, order, rule or regulation of any court or governmental agency or body, domestic or foreign, having jurisdiction over Subscriber or any of Subscriber's properties that would reasonably be expected to have a Subscriber Material Adverse Effect or materially affect the legal authority of Subscriber to comply in all material respects with this Subscription Agreement.

4.4 Subscriber (i) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" (within the meaning of Rule 501) under the Securities Act, in each case, satisfying the applicable requirements set forth on Schedule A, (ii) is acquiring the Acquired Shares only for its own account and not for the account of others, or if the undersigned is subscribing for the Acquired Shares as a fiduciary or agent for one or more investor accounts, each owner of such account is a "qualified institutional buyer" or an "accredited investor" (each as defined above) and Subscriber has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account and (iii) is not acquiring the Acquired Shares with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act. Subscriber has completed Schedule A following the signature page hereto and the information contained therein is accurate and complete. Subscriber is not an entity formed for the specific purpose of acquiring the Acquired Shares, unless Subscriber is a newly formed entity in which all of the equity owners are accredited investors, and is an "institutional account" as defined by FINRA Rule 4512(c). Accordingly, Subscriber is aware that this offering of the Acquired Shares meets the exemptions from filing under FINRA Rule 5123(b)(1)(A), (C) or (J).

4.5 Subscriber understands that the Acquired Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act and that the Acquired Shares have not been registered under the Securities Act. Subscriber understands that the Acquired Shares may not be offered, resold, transferred, pledged or otherwise disposed of by Subscriber absent an effective registration statement under the Securities Act, except: (i) to the Issuer or a subsidiary thereof; (ii) to non-U.S. persons pursuant to offers and sales that occur outside the United States within the meaning of Regulation S under the Securities Act; (iii) pursuant to Rule 144 promulgated under the Securities Act ("Rule 144"), *provided* that all of the applicable conditions thereof have been met; or (iv) pursuant to another applicable exemption from the registration requirements of the Securities Act, including pursuant to a private sale effected under Section 4(a)(7) of the Securities Act or applicable formal or informal Commission interpretation or guidance, such as a so-called "4(a)(1) and a half" sale, and that any book-entry records representing the Acquired Shares shall contain a legend to such effect. Subscriber acknowledges that the Acquired Shares will not be eligible for resale pursuant to Rule 144A under the Securities Act. Subscriber understands and agrees that the Acquired Shares will be subject to the foregoing transfer restrictions and, as a result of these transfer restrictions, Subscriber may not be able to readily resell the Acquired Shares and may be required to bear the financial risk of an investment in the Acquired Shares for an indefinite period of time. Subscriber acknowledges and agrees that the Acquired Shares will not be eligible for offer, resale, transfer, pledge or disposition pursuant to Rule 144 until at least one year from the filing of certain required information with the Commission after the Closing Date. Subscriber understands that it has been advised to consult legal counsel prior to making any offer, resale, pledge or transfer of any of the Acquired Shares.

4.6 Subscriber understands and agrees that Subscriber is purchasing the Acquired Shares directly from the Issuer. Subscriber further acknowledges that there have been no representations, warranties, covenants and agreements made to Subscriber by the Issuer or any of its control persons, officers, directors, employees, partners, agents or representatives, any other party to the Transactions or any other person or entity, expressly or by implication, other than those representations, warranties, covenants and agreements included in this Subscription Agreement. Subscriber acknowledges that certain information provided by the Issuer was based on projections, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections.

4.7 Subscriber's acquisition and holding of the Acquired Shares will not constitute or result in a non-exempt prohibited transaction under section 406 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), or any applicable similar law.

4.8 In making its decision to subscribe for and purchase the Acquired Shares, Subscriber represents that it has relied solely upon its own independent investigation and the Issuer's representations and warranties in Section 3. Without limiting the generality of the foregoing, Subscriber has not relied on any statements or other information provided by the Placement Agent or any of its respective affiliates, or any of their respective officers, directors, employees or representatives, concerning the Issuer or the Acquired Shares or the offer and sale of the Acquired Shares. Subscriber acknowledges and agrees that Subscriber has received and has had the opportunity to review such information as Subscriber deems necessary in order to make an investment decision with respect to the Acquired Shares, including with respect to the Issuer, Target, and the Transactions. Subscriber represents and agrees that Subscriber and Subscriber's professional advisor(s), if any, have (i) had the full opportunity to ask such questions, receive such answers and obtain such information as Subscriber and such Subscriber's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Acquired Shares and (ii) conducted and completed its own independent due diligence with respect to the Transactions. Except for the representations, warranties and agreements of the Issuer expressly set forth in this Subscription Agreement, Subscriber is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice it deems appropriate) with respect to the Transactions, the Acquired Shares and the business, condition (financial and otherwise), management, operations, properties and prospects of the Issuer including, but not limited to, all business, legal, regulatory, accounting, credit and tax matters.

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

4.10 Subscriber acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Acquired Shares, including those set forth in the SEC Documents. Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Acquired Shares, and Subscriber has sought such accounting, legal and tax advice as Subscriber has considered necessary to make an informed investment decision. Accordingly, Subscriber acknowledges that the offering of the Acquired Shares meets the institutional account exemptions from filing under FINRA Rule 2111(b).

4.11 Subscriber acknowledges and agrees that neither the Placement Agent nor any of its affiliates (nor any officer, director, employee or representative of the Placement Agent or its affiliates) has provided Subscriber with any information or advice with respect to the Acquired Shares nor is such information or advice necessary or desired. Subscriber acknowledges that neither the Placement Agent, affiliates of the Placement Agent, or any of their respective officers, directors, employees, representatives or controlling persons (i) has made any representation as to the Issuer or the quality of the Acquired Shares, and the Placement Agent may have acquired non-public information with respect to the Issuer which Subscriber agrees, subject to applicable law, need not be provided to it; (ii) has made an independent investigation with respect to the Issuer or the Acquired Shares or the accuracy, completeness or adequacy of any information supplied to Subscriber by the Issuer; (iii) has acted as Subscriber's financial advisor or fiduciary in connection with the issuance and purchase of the Acquired Shares; and (iv) has prepared a disclosure or offering document in connection with the offer and sale of the Acquired Shares. For the avoidance of the doubt, Subscriber acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by the Placement Agent in making its investment or decision to invest in the Issuer.

4.12 Subscriber acknowledges and agrees that neither the Placement Agent, any affiliate of the Placement Agent or any of its officers, directors, employees, representatives or controlling persons will have any liability to Subscriber in connection with Subscriber's purchase of the Acquired Shares. Without limitation of the foregoing, Subscriber hereby further acknowledges and agrees that (i) the Placement Agent is acting solely as a placement agent in connection with the transactions contemplated hereby and are not acting as underwriters, initial purchasers, dealers or in any other such capacity and are not and shall not be construed as a fiduciary for Subscriber, (ii) the Placement Agent has not made and will not make any representation or warranty, whether express or implied, of any kind or character and have not provided any advice or recommendation in connection with the transactions contemplated hereby, and (iii) the Placement Agent will have no responsibility with respect to (A) any representations, warranties or agreements made by any person or entity under or in connection with the transactions contemplated hereby or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) of any thereof, or (B) the financial condition, business, or any other matter concerning the Issuer or the transactions contemplated hereby.

4.13 Subscriber represents and acknowledges that Subscriber, alone or together with any professional advisor(s), has analyzed and considered the risks of an investment in the Acquired Shares and determined that the Acquired Shares are a suitable investment for Subscriber and that Subscriber is able at this time and in the foreseeable future to bear the economic risk of a total loss of Subscriber's investment in the Issuer. Subscriber acknowledges specifically that a possibility of total loss exists.

4.14 Subscriber understands that no federal or state agency has passed upon or endorsed the merits of the offering of the Acquired Shares or made any findings or determination as to the fairness of an investment in the Acquired Shares.

4.15 Subscriber is not (i) a person or entity named on the OFAC Lists, (ii) owned or controlled by, or acting on behalf of, a person, that is named on an OFAC List, (iii) organized, incorporated, established, located, resident or born in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, or any other country or territory embargoed or subject to substantial trade, economic and financial restrictions by the United States (including without limitation the U.S. Department of the Treasury, Office of Foreign Assets Control, the U.S. Department of State, and the U.S. Department of Commerce), the European Union and enforced by its member states, the United Nations and the United Kingdom, (iv) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (v) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank. Subscriber represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. section 5311 et seq.), as amended by the USA PATRIOT Act of 2001, and its implementing regulations (collectively, the "BSA/PATRIOT Act"), that Subscriber maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. Subscriber also represents that, to the extent required, it maintains policies and procedures reasonably designed to ensure compliance with OFAC-administered sanctions programs, including for the screening of its investors against the OFAC Lists. Subscriber further represents and warrants that, to the extent required, it maintains policies and procedures reasonably designed to ensure that the funds held by Subscriber and used to purchase the Acquired Shares were legally derived and any returns from Subscriber's investment will not be used to finance any illegal activities.

4.16 Subscriber is not owned or controlled by or acting on behalf of (in connection with this Transaction), a person or entity resident in, or whose funds used to purchase the Subscribed Shares are transferred from or through, a country, territory or entity that (i) has been designated as non-cooperative with international anti-money laundering or counter terrorist financing principles or procedures by the United States or by an intergovernmental group or organization, such as the Financial Action Task Force, of which the United States is a member; (ii) is the subject of an advisory issued by the Financial Crimes Enforcement Network of the U.S. Department of the Treasury; or (iii) has been designated by the Secretary of the Treasury under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns (any such country or territory, a "Non-cooperative Jurisdiction"), or an entity or individual that resides or has a place of business in, or is organized under the laws of, a Non-cooperative Jurisdiction.

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

4.18 Subscriber is not currently (and at all times through the Closing will refrain from being or becoming) a member of a "group" (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) acting for the purpose of acquiring, holding, voting or disposing of equity securities of the Issuer (within the meaning of Rule 13d-5(b)(1) under the Exchange Act).

4.19 If Subscriber is or is acting on behalf of (i) an employee benefit plan that is subject to Title I of ERISA, (ii) a plan, an individual retirement account or other arrangement that is subject to section 4975 of the Code, (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement described in clauses (i) and (ii) (each, an "ERISA Plan"), or (iv) an employee benefit plan that is a governmental plan (as defined in section 3(32) of ERISA), a church plan (as defined in section 3(33) of ERISA), a non-U.S. plan (as described in section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing clauses (i), (ii) or (iii) but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, "Similar Laws," and together with the ERISA Plans, the "Plans"), Subscriber represents and warrants that (i) neither the Issuer, nor any of its respective affiliates (the "Transaction Parties") has provided investment advice or has otherwise acted as a Plan's fiduciary, with respect to its decision to acquire and hold the Acquired Shares, and none of the Transaction Parties is or shall at any time be a Plan's fiduciary with respect to any decision to acquire and hold the Acquired Shares, and none of the Transaction Parties is or shall at any time be a Plan's fiduciary with respect to any decision in connection with Subscriber's investment in the Acquired Shares; and (ii) its purchase of the Acquired Shares will not result in a non-exempt prohibited transaction under section 406 of ERISA or section 4975 of the Code, or any applicable Similar Law.

4.20 At the Purchase Price Payment Date, Subscriber will have sufficient funds to pay the Purchase Price pursuant to Section 2.2.1.

4.21 Except for the Placement Agent, no broker or finder is entitled to any brokerage or finder's fee or commission solely in connection with the sale of the Acquired Shares to Subscriber.

4.22 Subscriber agrees that the Placement Agent may rely upon the acknowledgments, understandings, agreements, representations and warranties made by Subscriber to the Issuer in this Subscription Agreement.

4.23 Subscriber agrees that none of (i) the Placement Agent, its affiliates or any of the Placement Agent's or its affiliates' control persons, officers, directors or employees, in each case, absent their own gross negligence, fraud or willful misconduct or (ii) any party to the Business Combination Agreement, including any such party's representatives, affiliates or any of its or their control persons, officers, directors or employees, that is not a party hereto, shall be liable to Subscriber pursuant to this Subscription Agreement for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Acquired Shares.

5. Most Favored Nation. The Issuer agrees that it will not enter into any agreement or understanding with any other investor between the date hereof and the earlier of the Closing and the termination of this Agreement in accordance with its terms in respect of the purchase of shares of capital stock of the Issuer that that have the effect of establishing rights or otherwise benefiting such investor in a manner more favorable in any material respect to such investor than the rights and benefits established in favor of the Subscriber by the Transaction Documents; unless, in any such case, the Subscriber has been provided with such rights and benefits. Notwithstanding the foregoing, (i) the Transactions shall not violate this Section 5 and (ii) term "investor" as used in this Section 5 shall not be construed to include any officer, director or other employee of the Issuer in such capacity for service in such capacity regardless of whether such individual is also a shareholder of the Issuer.

6. Registration Rights.

6.1 The Issuer agrees that, within 60 business days after the consummation of the Transactions (the "Filing Date"), the Issuer will use commercially reasonable efforts to file with the Commission (at the Issuer's sole cost and expense) a registration statement on Form S-1 (the "Registration Statement"), registering the resale of the Acquired Shares, which Registration Statement may include shares of the Issuer's common stock issuable upon exercise of outstanding warrants or those held by CHW Acquisition Sponsor LLC, a Delaware limited liability company, and the Issuer shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the 90th calendar day (or 120th calendar day if the Commission notifies the Issuer that it will "review" the Registration Statement) following the Closing and (ii) the 10th business day after the date the Issuer is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "Effective Date"); *provided, however*, that if the Commission is closed for operations due to a government shutdown, the Effective Date shall be extended by the same amount of days that the Commission remains closed for operations, *provided, however*, that the Issuer's obligations to include the Acquired Shares in the Registration Statement are contingent upon Subscriber furnishing in writing to the Issuer such information regarding Subscriber, the securities of the Issuer held by Subscriber, and the intended method of disposition of the Acquired Shares as shall be reasonably requested by the Issuer to effect the registration of the Acquired Shares, and Subscriber shall execute such documents in connection with such registration as the Issuer may reasonably request that are customary of a selling stockholder in similar situations, including providing that the Issuer shall be entitled to postpone and suspend the effectiveness or use of the Registration Statement during any customary blackout or similar period or as permitted hereunder; *provided*, that, Subscriber shall not in connection with the foregoing be required to execute any lock-up or similar agreement or otherwise be subject to any contractual restriction on the ability to transfer the Acquired Shares (other than any such restrictions that may exist hereunder). Notwithstanding the foregoing, if the Commission prevents the Issuer from including any or all of the shares proposed to be registered under the Registration Statement due to limitations on the use of Rule 415 of the Securities Act for the resale of the Acquired Shares or other shares included in the Registration Statement by the applicable stockholders or otherwise, such Registration Statement shall register for resale such number of Acquired Shares which is equal to the maximum number of Acquired Shares as is permitted by the Commission. In such event, the number of Common Shares to be registered for each selling stockholder named in the Registration Statement shall be reduced pro rata among all such selling stockholders and as promptly as practicable after being permitted to register additional shares under Rule 415 of the Securities Act, the Issuer shall amend the Registration Statement or file a new Registration Statement to register such shares not included in the initial Registration Statement and cause such amendment or Registration Statement to become effective as promptly as practicable. Upon notification by the Commission that the Registration Statement has been declared effective by the Commission, within two business days thereafter, the Issuer shall file the final prospectus under Rule 424 of the Securities Act. The Issuer will provide a draft of the Registration Statement to Subscriber for review (but not comment) at least two business days in advance of filing the Registration Statement; *provided*, that, for the avoidance of doubt, in no event shall the Issuer be required to delay or postpone the filing of such Registration Statement as a result of or in connection with Subscriber's review. In no event shall Subscriber be identified as a statutory underwriter in the Registration Statement unless requested by the Commission; *provided*, that if the Commission requests that Subscriber be identified as a statutory underwriter in the Registration Statement, Subscriber will have an opportunity to withdraw from the Registration Statement. Subscriber shall not be entitled to use the Registration Statement for an underwritten offering of Acquired Shares. For purposes of clarification, any failure by the Issuer to file the Registration Statement by the Filing Date or to effect such Registration Statement by the Effective Date shall not otherwise relieve the Issuer of its obligations to file the Registration Statement or effect the registration of the Acquired Shares set forth in this Section 6. For purposes of this Section 6, "Acquired Shares" shall include any equity security of the Issuer issued or issuable with respect to the Acquired Shares by way of share split, dividend, distribution, recapitalization, merger, exchange, replacement or similar event or otherwise.

6.2 In the case of the registration effected by the Issuer pursuant to this Subscription Agreement, the Issuer shall, upon reasonable request, inform Subscriber as to the status of such registration. At its expense the Issuer shall:

6.2.1 except for such times as the Issuer is permitted hereunder to suspend the use of the prospectus forming part of a Registration Statement, use its commercially reasonable efforts to keep such registration, and any qualification, exemption or compliance under state securities laws that the Issuer determines to obtain, continuously effective with respect to Subscriber, and to keep the applicable Registration Statement or any subsequent shelf registration statement free of any material misstatements or omissions, until the earliest of the following to occur: (i) Subscriber ceases to hold any Acquired Shares, (ii) the date all Acquired Shares held by Subscriber may be sold under Rule 144 within 90 calendar days, without limitation as to any public information, volume and manner of sale restrictions and without the requirement for the Issuer to be in compliance with the current public information required under Rule 144(c)(1) or Rule 144(i)(2), and (iii) the date that is two years from the Effective Date of the Registration Statement.

6.2.2 advise Subscriber within three business days:

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

(b) of any request by the Commission for amendments or supplements to any Registration Statement or the prospectus included therein or for additional information;

(c) of the issuance by the Commission of any stop order suspending the effectiveness of any Registration Statement or the initiation of any proceedings for such purpose;

(d) of the receipt by the Issuer of any notification with respect to the suspension of the qualification of the Acquired Shares included therein for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(e) in accordance with Section 6.3 of this Subscription Agreement, of the occurrence of any event that requires the making of any changes in any Registration Statement or prospectus so that, as of such date, any Registration Statement does not contain an untrue statement of a material fact or does not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any prospectus does not include an untrue statement of a material fact or does not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Notwithstanding anything to the contrary set forth herein, the Issuer shall not, when so advising Subscriber of such events, provide Subscriber with any material, nonpublic information regarding the Issuer other than to the extent that providing notice to Subscriber of the occurrence of the events listed in Section 6.2.2(a) through Section 6.2.2(e) above constitutes material, nonpublic information regarding the Issuer;

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

6.2.4 upon the occurrence of any event contemplated in Section 6.2.2(e), except for such times as the Issuer is permitted hereunder to suspend, and has suspended, the use of a prospectus forming part of a Registration Statement, the Issuer shall use its commercially reasonable efforts to as soon as reasonably practicable prepare a post-effective amendment to such Registration Statement or a supplement to the related prospectus, or file any other required document so that, as thereafter delivered to purchasers of the Acquired Shares included therein, such prospectus will not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

6.2.5 use its commercially reasonable efforts to cause all Acquired Shares to be listed on each securities exchange or market, if any, on which the CHW Ordinary Shares issued by the Issuer have been listed;

6.2.6 use its commercially reasonable efforts to take all other steps necessary to effect the registration of the Acquired Shares contemplated hereby and, for so long as Subscriber holds Acquired Shares, to enable Subscriber to sell the Acquired Shares under Rule 144; and

6.2.7 subject to receipt from Subscriber by the Issuer and its transfer agent of customary representations and other documentation reasonably acceptable to the Issuer and the transfer agent in connection therewith, including, if required by the transfer agent, an opinion of the Issuer's counsel, in a form reasonably acceptable to the transfer agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, upon Subscriber's request, the Issuer will reasonably cooperate with the Issuer's transfer agent, such that any remaining restrictive legend set forth on such Acquired Shares will be removed from the book entry position evidencing its Acquired Shares following the earliest of such time as such Acquired Shares hereunder are either eligible to be sold (i) pursuant to an effective registration statement or (ii) without restriction under, and without the requirement for the Issuer to be in compliance with the current public information requirements of, Rule 144 under the Securities Act. The Issuer shall be responsible for the fees of its transfer agent, its legal counsel and all Depository Trust Company fees associated with such issuance.

6.3 Notwithstanding anything to the contrary in this Subscription Agreement, the Issuer shall be entitled to delay or postpone the filing or effectiveness of the Registration Statement, and from time to time to require Subscriber not to sell under the Registration Statement or to suspend the effectiveness or use thereof, if it determines, upon the advice of outside legal counsel, that the negotiation or consummation of a transaction by the Issuer or its subsidiaries is pending or an event has occurred, which negotiation, consummation or event, the Issuer reasonably believes would require additional disclosure by the Issuer in the Registration Statement of material information that the Issuer has a bona fide business purpose for keeping confidential and the non-disclosure of which in the Registration Statement would be expected, in the reasonable determination of the Issuer, upon advice of legal counsel, to cause the Registration Statement to fail to comply with applicable disclosure requirements (each such circumstance, a "Suspension Event"). Upon receipt of any written notice from the Issuer of the happening of any Suspension Event during the period that the Registration Statement is effective or if as a result of a Suspension Event the Registration Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or any related prospectus includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, Subscriber agrees that (i) it will immediately discontinue offers and sales of the Acquired Shares under the Registration Statement until Subscriber receives copies of a supplemental or amended prospectus (which the Issuer agrees to promptly prepare) that corrects the misstatement(s) or omission(s) referred to above and receives notice that any post-effective amendment has become effective or unless otherwise notified by the Issuer that it may resume such offers and sales and (ii) it will maintain the confidentiality of any information included in such written notice delivered by the Issuer unless otherwise required by law or subpoena. Notwithstanding anything to the contrary, the Issuer shall use its commercially reasonable efforts to cause its transfer agent to deliver unlegended shares to a transferee of Subscriber in connection with any sale of Acquired Shares with respect to which Subscriber has entered into a contract for sale, prior to Subscriber's receipt of the notice of a Suspension Event and which has not yet settled. If so directed by the Issuer, Subscriber will deliver to the Issuer or, in Subscriber's sole discretion destroy, all copies of the prospectus covering the Acquired Shares in Subscriber's possession; *provided*, *however*, that this obligation to deliver or destroy all copies of the prospectus covering the Acquired Shares shall not apply (A) to the extent Subscriber is required to retain a copy of such prospectus (x) in order to comply with applicable legal, regulatory, self-regulatory or professional requirements or (y) in accordance with a bona fide pre-existing document retention policy or (B) to copies stored electronically on archival servers as a result of automatic data back-up. In addition, Subscriber agrees that any sales under the Registration Statement will be suspended from the time that the Issuer files its first annual report on Form 10-K with the Commission after the Effective Date until such time as the Commission declares any applicable post-effective amendment to the Registration Statement effective. The Issuer shall use its commercially reasonable efforts to limit such period of suspension and shall notify Subscriber when sales can recommence under the Registration Statement within two business days of the Effective Date. For the avoidance of doubt, such suspension shall not constitute a Suspension Event or be subject to any of the provisions relating thereto in this Section 6.3 (other than with respect to notification of the occurrence of such suspension).

6.4 Subscriber may deliver written notice (an "Opt-Out Notice") to the Issuer requesting that Subscriber not receive notices from the Issuer otherwise required by this Section 6; *provided*, *however*, that Subscriber may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from Subscriber (unless subsequently revoked), (i) the Issuer shall not deliver any such notices to Subscriber and Subscriber shall no longer be entitled to the rights associated with any such notice and (ii) each time prior to Subscriber's intended use of an effective Registration Statement, Subscriber will notify the Issuer in writing at least two business days in advance of such intended use, and if a notice of a Suspension Event was previously delivered (or would have been delivered but for the provisions of this Section 6.4) and the related suspension period remains in effect, the Issuer will so notify Subscriber, within one business day of Subscriber's notification to the Issuer, by delivering to Subscriber a copy of such previous notice of Suspension Event, and thereafter will provide Subscriber with the related notice of the conclusion of such Suspension Event or other event immediately upon its availability.

6.5 The Issuer shall, indemnify, defend and hold harmless Subscriber (to the extent a seller under the Registration Statement), its directors, officers, agents, trustees, affiliates, advisers and employees and each person who controls Subscriber (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) to the fullest extent permitted by applicable law, from and against any and all out-of-pocket losses, claims, damages, liabilities, costs (including reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in the Registration Statement or in any amendment or supplement thereto, or arising out of or relating to any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue or alleged untrue statement of a material fact included in any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (iii) any violation or alleged violation by the Issuer of the Securities Act, Exchange Act or any state securities law or any rule or regulation thereunder in connection with the performance of its obligations under this Section 6, except to the extent, but only to the extent, that such untrue statements, alleged untrue statements, omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Issuer by Subscriber expressly for use therein or Subscriber has omitted a material fact from such information; *provided, however*, that the indemnification contained in this Section 6 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of the Issuer (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Issuer be liable for any Losses to the extent they arise out of or are based upon a violation that occurs (A) in reliance upon and in conformity with written information furnished by Subscriber, (B) in connection with any failure of such person to deliver or cause to be delivered a prospectus made available by the Issuer in a timely manner or (C) in connection with any offers or sales effected by or on behalf of Subscriber in violation of Section 6.3 hereof. The Issuer shall notify Subscriber promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 6 of which the Issuer receives notice in writing.

6.6 Subscriber shall, severally and not jointly, indemnify and hold harmless the Issuer, its directors, officers, agents and employees, and each person who controls the Issuer (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), to the fullest extent permitted by applicable law, from and against all Losses, as incurred, that arise out of or are based upon (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement or in any amendment or supplement thereto or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue or alleged untrue statement of a material fact included in any prospectus included in the Registration Statement, or any form of prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading but only to the extent, that such untrue or alleged untrue statements or omissions or alleged omissions are based upon information regarding Subscriber furnished in writing to the Issuer by Subscriber expressly for use therein or a material fact that Subscriber has omitted from such information; *provided, however*, that the indemnification contained in this Section 6.6 shall not apply to amounts paid in settlement of any Losses if such settlement is effected without the consent of Subscriber (which consent shall not be unreasonably withheld, conditioned or delayed). In no event shall the liability of Subscriber be greater in amount than the dollar amount of the net proceeds received by Subscriber upon the sale of the Acquired Shares giving rise to such indemnification obligation. Subscriber shall notify the Issuer promptly of the institution, threat or assertion of any proceeding arising from or in connection with the transactions contemplated by this Section 6.6 of which Subscriber is aware.

6.7 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party) and (ii) unless, in such indemnified party's reasonable judgment, a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of legal counsel to any indemnified party a conflict of interest exists 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 that cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which 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.

6.8 The indemnification provided for under this Subscription Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, agent, affiliate or controlling person or entity of such indemnified party and shall survive the transfer of the Acquired Shares purchased pursuant to this Subscription Agreement.

6.9 If the indemnification provided under Section 6.5 and Section 6.6 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any Losses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations; *provided, however*, the liability of Subscriber shall be limited to the net proceeds received by Subscriber from the sale of the Acquired Shares giving rise to such indemnification obligation. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by or on behalf of (or not supplied by or on behalf of, in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in this Section 6, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 6.9 from any person or entity who was not guilty of such fraudulent misrepresentation. Notwithstanding anything to the contrary herein, in no event will any party be liable for consequential, special, exemplary or punitive damages in connection with this Subscription Agreement or the transactions contemplated hereby.

6.10 In the event Subscriber becomes a party to the Amended and Restated Registration Rights Agreement entered into by certain shareholders of the Issuer in connection with the Merger Closing (the "Registration Rights Agreement", this Section 6 shall not apply and not be effective with respect to such Subscriber. For the avoidance of doubt, the Issuer acknowledges and agrees that Subscriber is not party to the Registration Rights Agreement.

7. Termination. This Subscription Agreement shall terminate and be void and of no further force and effect (except for those provisions expressly contemplated to survive termination of this Subscription Agreement in accordance with Section 9.4), and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof (except for those provisions expressly contemplated to survive termination of this Subscription Agreement in accordance with Section 9.4), upon the earliest to occur of (i) such date and time as the Business Combination Agreement is terminated in accordance with its terms without being consummated, (ii) upon the mutual written agreement of each of the parties hereto to terminate this Subscription Agreement, (iii) if any of the conditions of Closing set forth in Section 2 are not satisfied on or prior to the earlier of the Closing Date and November 6, 2022, and, as a result thereof, the transactions contemplated by this Subscription Agreement are not consummated at the Closing, and (iv) November 6, 2022; *provided* that nothing herein will relieve any party from liability for any willful breach hereof prior to the time of termination or common law intentional fraud in the making of any representation or warranty hereunder, and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from such breach or fraud. The Issuer shall promptly notify Subscriber of the termination of the Business Combination Agreement promptly after the termination of such agreement.

8. Trust Account Waiver. Subscriber acknowledges that the Issuer is a blank check company with the powers and privileges to effect a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination involving the Issuer and one or more businesses or assets. Subscriber further acknowledges that, as described in the Issuer's prospectus relating to its initial public offering dated August 30, 2021 (the "Prospectus"), available at www.sec.gov, substantially all of the Issuer's assets consist of the cash proceeds of the Issuer's initial public offering and private placements of its securities, and substantially all of those proceeds have been deposited in a trust account (the "Trust Account") for the benefit of the Issuer, its public shareholders and the underwriters of the Issuer's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to the Issuer to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the Prospectus. For and in consideration of the Issuer entering into this Subscription Agreement, the receipt and sufficiency of which are hereby acknowledged, Subscriber, on behalf of itself and its affiliates, hereby irrevocably waives any and all right, title and interest, or any claim of any kind they have or may have in the future arising out of this Subscription Agreement, in or to any monies held in the Trust Account, and agrees not to seek recourse against the Trust Account as a result of, or arising out of, this Subscription Agreement, the transactions contemplated hereby, or the Acquired Shares, regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability; *provided*, *however*, that nothing in this Section 8 shall (i) serve to limit or prohibit Subscriber's right to pursue a claim against the Issuer for legal relief against assets held outside the Trust Account, for specific performance or other equitable relief, (ii) serve to limit or prohibit any claims that Subscriber may have in the future against the Issuer's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds) or (iii) be deemed to limit any Subscriber's right, title, interest or claim to the Trust Account by virtue of such Subscriber's record or beneficial ownership of CHW Ordinary Shares acquired by any means other than pursuant to this Subscription Agreement, including, but not limited to, any redemption right with respect to any such securities of the Issuer.

9. Miscellaneous.

9.1 Each party hereto acknowledges that the other party hereto will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Subscription Agreement, and that the Placement Agent will rely on the acknowledgments, understandings, agreements, representations and warranties of Subscriber and of the Issuer contained in this Subscription Agreement; *provided*, *however*, that this Section 9.1 shall not give any such party any rights other than those expressly set forth herein. Prior to the Closing, each party hereto agrees to promptly notify the other party hereto if any of the acknowledgments, understandings, agreements, representations and warranties made by such party as set forth herein are no longer accurate in all material respects. Subscriber further acknowledges and agrees that, notwithstanding Section 9.7 hereto, the Placement Agent is a third-party beneficiary of the representations and warranties of Subscriber contained in Section 4 and the Issuer further acknowledges and agrees that the Placement Agent is a third-party beneficiary of the representations and warranties of the Issuer contained in Section 3.

9.2 Each of the Issuer and Subscriber is irrevocably authorized to produce this Subscription Agreement or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby to the extent required by law or by regulatory bodies.

9.3 Notwithstanding anything to the contrary in this Subscription Agreement, prior to the Closing, Subscriber may not transfer or assign all or a portion of its rights under this Subscription Agreement, other than to one or more of its affiliates (including other investment funds or accounts managed or advised by Subscriber or the investment manager or advisor who acts on behalf of Subscriber or an affiliate thereof or by an affiliate of such investment manager or advisor) without the prior consent of the Issuer; *provided* that such transferee or assignee agrees in writing to be bound by and subject to the terms and conditions of this Subscription Agreement, makes the representations and warranties in Section 4 and completes Schedule A hereto. In the event of such a transfer or assignment, Subscriber shall complete the form of assignment attached as Schedule B hereto.

9.4 All the agreements, representations, warranties, and covenants made by each party hereto in this Subscription Agreement shall survive the Closing. All of the covenants and agreements made by each party in this Subscription Agreement shall survive the Closing until the applicable statute of limitations or in accordance with their respective terms.

9.5 The Issuer may request from Subscriber such additional information as the Issuer may reasonably deem necessary to evaluate the eligibility of Subscriber to acquire the Acquired Shares and to register the resale of the Acquired Shares, and Subscriber shall provide such information as may be reasonably requested, to the extent readily available and to the extent consistent with its internal policies and procedures; *provided* that the Issuer agrees to keep any such information provided by Subscriber confidential.

9.6 This Subscription Agreement constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

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

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

9.9 This Subscription Agreement may be executed in two or more counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

9.10 Each party shall pay all of its own expenses in connection with this Subscription Agreement and the transactions contemplated herein.

9.11 The parties hereto acknowledge and agree that (i) this Subscription Agreement is being entered into in order to induce the Issuer to execute and deliver the Business Combination Agreement and (ii) irreparable damage would occur in the event that any of the provisions of this Subscription Agreement were not performed in accordance with their specific terms or were otherwise breached and that money or other legal remedies would not be an adequate remedy for such damage. It is accordingly agreed that the parties shall be entitled to equitable relief, including in the form of an injunction or injunctions to prevent breaches or threatened breaches of this Subscription Agreement and to enforce specifically the terms and provisions of this Subscription Agreement, this being in addition to any other remedy to which such party is entitled at law, in equity, in contract, in tort or otherwise. The parties hereto acknowledge and agree that Target and the Placement Agent shall be entitled to rely on the provisions of the Subscription Agreement of which Target and the Placement Agent are each a third party beneficiary, in each case, on the terms and subject to the conditions set forth herein. The parties hereto further acknowledge and agree: (x) to waive any requirement for the security or posting of any bond in connection with any such equitable remedy; (y) not to assert that a remedy of specific enforcement pursuant to this Section 9.11 is unenforceable, invalid, contrary to applicable law or inequitable for any reason; and (z) to waive any defenses in any action for specific performance, including the defense that a remedy at law would be adequate.

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

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

if to the Issuer to:

CHW Acquisition Corporation
2 Manhattanville Road, Suite 403
Purchase, NY 10577
Attention: Jonah Raskas
Email: jonah@chwacquisitioncorp.com

with required copies (which copies shall not constitute notice) to:

McDermott Will & Emery
One Vanderbilt Avenue
New York, NY 10017
Attention: Ari Edelman and Harold Davidson
Email: aedelman@mwe.com; hdavidson@mwe.com

and if to the Placement Agent, to:

Oppenheimer & Co. Inc.
85 Broad Street, 23rd Floor
New York, NY 10004
Attn: Chris DeFalco and Peter Vogelsang
Email: Chris.Defalco@opco.com; Peter.Vogelsang@opco.com

9.13 This Subscription Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Subscription Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Subscription Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

9.13.1 THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, THE SUPREME COURT OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF NEW YORK, SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS SUBSCRIPTION AGREEMENT AND IN RESPECT OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR ANY SUCH DOCUMENT THAT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS SUBSCRIPTION AGREEMENT OR ANY SUCH DOCUMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY SUCH A NEW YORK STATE OR FEDERAL COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 9.11 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

9.13.2 EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS SUBSCRIPTION AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 9.13.

9.14 The Issuer shall, by 9:00 a.m., New York City time, on the second business day immediately following the date of this Subscription Agreement, issue one or more press releases or file with the Commission a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing all material terms of the transactions contemplated hereby and the Transactions. From and after the issuance of the Disclosure Document, to the Issuer's knowledge, Subscriber shall not be in possession of any material, nonpublic information received from the Issuer or any of its officers, directors or employees. Notwithstanding anything in this Subscription Agreement to the contrary, the Issuer shall not publicly disclose the name of Subscriber or any of its affiliates, or include the name of Subscriber or any of its affiliates, without the prior written consent of Subscriber, (i) in any press release (ii) or in any filing with the Commission or any regulatory agency or trading market, except (A) as required by the federal securities law in connection with the Registration Statement, or (B) to the extent such disclosure is required by law, at the request of the staff of the Commission or regulatory agency or under the regulations of Nasdaq or by any other governmental authority, in which case the Issuer shall provide Subscriber with prior written notice of such disclosure permitted under the foregoing clause (ii).

9.15 This Subscription Agreement may not be amended, modified, supplemented or waived except by an instrument in writing, signed by the party against whom enforcement of such amendment, modification, supplement or waiver is sought; *provided* that any rights (but not obligations) of a party under this Subscription Agreement may be waived, in whole or in part, by an instrument in writing, signed by the party against whom enforcement of such waiver is sought.

9.16 No failure or delay by a party hereto in exercising any right, power or remedy under this Subscription Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of such party. No single or partial exercise of any right, power or remedy under this Subscription Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Subscription Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

9.17 If Subscriber is a Massachusetts Business Trust, a copy of the Declaration of Trust of Subscriber or any affiliate thereof is on file with the Secretary of State of the Commonwealth of Massachusetts and notice is hereby given that the Subscription Agreement is executed on behalf of the trustees of Subscriber or any affiliate thereof as trustees and not individually and that the obligations of the Subscription Agreement are not binding on any of the trustees, officers or stockholders of Subscriber or any affiliate thereof individually but are binding only upon Subscriber or any affiliate thereof and its assets and property.

9.18 The headings herein are for convenience only, do not constitute a part of this Subscription Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Subscription Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rules of strict construction will be applied against any party. Unless the context otherwise requires, (i) all references to Sections, Annexes or Exhibits are to Sections, Annexes or Exhibits contained in or attached to this Subscription Agreement, (ii) each accounting term not otherwise defined in this Subscription Agreement has the meaning assigned to it in accordance with GAAP, (iii) words in the singular or plural include the singular and plural and pronouns stated in either the masculine, the feminine or neuter gender shall include the masculine, feminine and neuter, (iv) the use of the word “including” in this Subscription Agreement shall be by way of example rather than limitation, and (v) the word “or” shall not be exclusive.

[*Signature pages follow.*]

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

CHW ACQUISITION CORPORATION

By: /s/ Mark Grundman
Name: Mark Grundman
Title: Co-Chief Executive Officer

SUBSCRIBER:
Pinehurst Partners, L.P.
By: Corbin Capital Partners, L.P., its Investment Manager

By: /s/ Daniel Friedman
Name: Daniel Friedman
Title: General Counsel

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

Email Address: fof-ops@corbincapital.com

Subscriber's EIN: 13-4200507

Address: 590 Madison Avenue, 31st Floor New York, NY 10022

Attn: Fund Operations

Telephone No.: 212-634-7373

Facsimile No.: _____

Backstop Allocation: 205,000 CHW Ordinary Shares

You must pay the Purchase Price by wire transfer of U.S. dollars in immediately available funds to the account specified by the Issuer in the Closing Notice.

SCHEDULE A
ELIGIBILITY REPRESENTATIONS OF SUBSCRIBER

This Schedule must be completed by Subscriber and forms a part of the Subscription Agreement to which it is attached. Capitalized terms used and not otherwise defined in this Schedule have the meanings given to them in the Subscription Agreement. Subscriber must check the applicable box in either Part A or Part B below and the applicable box in Part C below.

A. QUALIFIED INSTITUTIONAL BUYER STATUS
(Please check the applicable subparagraphs):
☒ Subscriber is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act (a "QIB")).
☐ Subscriber is subscribing for the Acquired Shares as a fiduciary or agent for one or more investor accounts, and each owner of such accounts is a QIB.

*** OR ***
B. IACCREDITED INVESTOR STATUS
(Please check the applicable subparagraphs):

Subscriber is an "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) and has checked below the box(es) for the applicable provision under which Subscriber qualifies as such:
☐ Subscriber is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, limited liability company or partnership not formed for the specific purpose of acquiring the securities of the Issuer being offered in this offering, with total assets in excess of $5,000,000.
☐ Subscriber is a "private business development company" as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
☐ Subscriber is a "bank" as defined in Section 3(a)(2) of the Securities Act.
☐ Subscriber is a "savings and loan association" or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.
☐ Subscriber is a broker or dealer registered pursuant to Section 15 of the Exchange Act.
☐ Subscriber is an "insurance company" as defined in Section 2(a)(13) of the Securities Act.

☐ Subscriber is an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.
☐ Subscriber is an investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the Investment Advisers Act of 1940.
☐ Subscriber is an investment company registered under the Investment Company Act of 1940.
☐ Subscriber is a "business development company" as defined in Section 2(a)(48) of the Investment Company Act of 1940.
☐ Subscriber is a "Small Business Investment Company" licensed by the U.S. Small Business Administration under either Section 301(c) or (d) of the Small Business Investment Act of 1958.
☐ Subscriber is a "Rural Business Investment Company" as defined in Section 384A of the Consolidated Farm and Rural Development Act.
☐ Subscriber is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, and such plan has total assets in excess of $5,000,000.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is one of the following.
  ☐ A bank;
  ☐ A savings and loan association;
  ☐ An insurance company; or
  ☐ A registered investment adviser.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 with total assets in excess of $5,000,000.

☐ Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 that is a self-directed plan with investment decisions made solely by persons that are accredited investors.

☐ Subscriber is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered by the Issuer in this offering, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

☐ Subscriber is an entity, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own "investments," as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of $5,000,000 and that was not formed for the specific purpose of acquiring the securities of the Issuer being offered in this offering.

☐ Subscriber is a natural person holding in good standing one or more professional certifications, designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status.

☐ Subscriber is a natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, of the Issuer of the securities being offered or sold where the Issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.

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

☐ Subscriber is a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in paragraph (a)(12) of Rule 501(a) and whose prospective investment in the Issuer is directed by such family office pursuant to paragraph (a)(12)(iii) of Rule 501(a).

*** AND ***

C. AFFILIATE STATUS
(Please check the applicable box)

SUBSCRIBER:
☐ is:
☒ is not:

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

SCHEDULE B
FORM OF ASSIGNMENT

This Subscription Assignment and Joinder Agreement (this "Assignment Agreement"), dated , 2022, is made and entered into by and between ("Subscriber") and ("Assignee") and acknowledged by CHW Acquisition Corporation, a Cayman Islands exempted company ("CHW"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Subscription Agreement (as defined below).

WHEREAS, CHW and Subscriber entered into that certain Subscription Agreement (the "Subscription Agreement"), dated , 2022, pursuant to which Subscriber agreed to subscribe for and purchase the Issuer's Common Shares (the "Acquired Shares") and CHW has agreed that Issuer shall issue and sell to Subscriber such Acquired Shares;

WHEREAS, Subscriber and Assignee are affiliated investment funds; and

WHEREAS, for administrative reasons, Subscriber desires to assign its rights to subscribe for and purchase of the Acquired Shares along with the rights and obligations set forth in the Subscription Agreement of such Acquired Shares (the "Assigned Shares") to Assignee.

NOW, THEREFORE, pursuant to Section 9.3 of the Subscription Agreement, and as further described in the table below, Subscriber hereby assigns its rights to subscribe for and purchase the Assigned Shares to Assignee and Assignee hereby (i) accepts the rights to subscribe for and purchase the Assigned Shares and agrees to be bound by and subject to the terms and conditions of the Subscription Agreement, (ii) expressly makes the representations and warranties in Section 4 of the Subscription Agreement with respect to the Assigned Shares and (iii) completed Schedule A to the Subscription Agreement and attached it hereto. Notwithstanding the foregoing, this Assignment Agreement shall not relieve Subscriber of any of its obligations under the Subscription Agreement.

The following assignment by Subscriber to Assignee of its rights to subscribe for and purchase all or a portion of the Acquired Shares have been made:

Date of Assignment	Subscriber	Assignee	Number of Acquired Shares Assigned	Subscriber Revised Subscription Amount	Assignee Subscription Amount

[Signature Page Follows]

IN WITNESS WHEREOF, this Subscription Assignment and Joinder Agreement has been executed by Subscriber and Assignee acknowledged by CHW by its duly authorized representative as of the date set forth above.

SUBSCRIBER

By: _____
Name:
Title:

ASSIGNEE

By: _____
Name:
Title:

Assignee's EIN: _____

Address:
Attn:

_____

Acknowledgement by CHW:
CHW ACQUISITION CORPORATION

By: _____
Name:
Title:

[Signature Page to Assignment]

Exhibit 10.6

February 2, 2022

CHW ACQUISITION CORPORATION
2 Manhattanville Road, Suite 403
Purchase, NY 10577
Attention: Jonah Raskas, Co-Chief Executive Officer

Reference is made to that certain Business Combination Agreement (the "**BCA**"), dated as of the date hereof, by and among Wag Labs, Inc., a Delaware corporation (the "**Company**"), CHW Acquisition Corporation, a Cayman Islands exempted company ("**SPAC**"), and CHW Merger Sub Inc., a Delaware corporation and wholly owned direct subsidiary of SPAC ("**Merger Sub**"). This letter agreement (this "**Letter Agreement**") is being entered into and delivered by SPAC, the Company and each of CHW Acquisition Sponsor LLC, a Delaware limited liability company (the "**Sponsor**"), Jonah Raskas and Mark Grundman (together with the Sponsor, the "**Founder Shareholders**") in connection with the transactions contemplated by the BCA. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the BCA.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SPAC, the Company and each Founder Shareholder hereby agree as follows:

1. Each Founder Shareholder represents and warrants that such Founder Shareholder holds the number of Founders Shares and Founders Warrants set forth opposite such Founder Shareholder's name on Exhibit A under the heading "Total Shares" and "Total Warrants." As used herein, "**Founders Shares**" means, (i) for all periods prior to the completion of the Domestication, ordinary shares, par value $0.0001 per share, of SPAC and, (ii) for all periods after the completion of the Domestication, common stock, par value $0.0001 per share, of the Domesticated SPAC. As used herein, "**Founders Warrants**" means, prior to the Domestication, warrants to purchase ordinary shares of SPAC, with each whole warrant exercisable for one ordinary share of SPAC at an exercise price of $11.50. "**Founders Equity**" means, collectively, the Founders Shares and the Founders Warrants held by all Founder Shareholders.

2. With respect to 360,750 Founders Shares (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Domesticated SPAC Common Stock occurring after the Acquisition Closing) (the "**Sponsor Forfeiture Shares**"), during the period commencing on the date hereof and ending on the earlier of (A) the date that is three years after the Acquisition Closing, (B) the date on which such Sponsor Forfeiture Share(s) is no longer subject to forfeiture in accordance with Section 3 or Section 4 below, (C) subsequent to the Acquisition Closing, the consummation of a liquidation, merger, share exchange or other similar transaction that results in all of the Domesticated SPAC's stockholders having the right to exchange their shares for cash, securities or other property, and (D) the valid termination of the BCA pursuant to Article IX thereof, the Sponsor agrees that it shall not: (a) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase, or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the Commission promulgated thereunder with respect to, any Sponsor Forfeiture Shares, (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Sponsor Forfeiture Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (c) publicly announce any intention to effect any transaction specified in clauses (a) or (b); *provided*, that (i) the Sponsor may transfer Sponsor Forfeiture Shares as contemplated by clauses (1) through (8) of Section 7(c) of the Prior Letter Agreement (as defined below), if and only if, the transferee of such Sponsor Forfeiture Shares evidences in writing reasonably satisfactory to SPAC such transferee's agreement to be bound by and subject to the terms and provisions hereof to the same effect as the Sponsor and (ii) if SPAC waives any of the lockup provisions of the Lockup Agreement, then the lockup provisions contained in this Letter Agreement shall be so waived to the extent of such waiver of the Lockup Agreement, with respect to the same percentage of Domesticated SPAC Common Stock as to which the lockup provisions of the Lockup Agreement are released.

3. The number of Sponsor Forfeiture Shares subject to potential forfeiture shall be determined as follows:

(a) Upon the date on which the daily volume-weighted average sale price of one share of Domesticated SPAC Common Stock quoted on the Nasdaq (or the exchange on which the shares of Domesticated SPAC Common Stock are then listed) is greater than or equal to $12.50 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the time period beginning on the Acquisition Closing Date and ending on the three-year anniversary of the Acquisition Closing Date, then 120,250 Sponsor Forfeiture Shares will no longer be subject to forfeiture and shall no longer be subject to Section 2.

(b) Upon the date on which the daily volume-weighted average sale price of one share of Domesticated SPAC Common Stock quoted on the Nasdaq (or the exchange on which the shares of Domesticated SPAC Common Stock are then listed) is greater than or equal to $15.00 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the time period beginning on the Acquisition Closing Date and ending on the three-year anniversary of the Acquisition Closing Date, then an additional 120,250 Sponsor Forfeiture Shares will no longer be subject to forfeiture and shall no longer be subject to Section 2.

(c) Upon the date on which the daily volume-weighted average sale price of one share of Domesticated SPAC Common Stock quoted on the Nasdaq (or the exchange on which the shares of Domesticated SPAC Common Stock are then listed) is greater than or equal to $18.00 for any twenty (20) Trading Days (which may or may not be consecutive) within any thirty (30) consecutive Trading Day period within the time period beginning on the Acquisition Closing Date and ending on the three-year anniversary of the Acquisition Closing Date, then an additional 120,250 will no longer be subject to forfeiture. For the avoidance of doubt, in the event that the conditions in this Section 3(c) are satisfied, no Sponsor Forfeiture Shares will be subject to forfeiture and the obligations of the Sponsor in Section 2 shall terminate.

(d) On the date that is the three-year anniversary of the Acquisition Closing Date, the Sponsor shall forfeit all Sponsor Forfeitures Shares which remain subject to forfeiture, if any.

The price targets set forth above shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Domesticated SPAC Common Stock occurring after the Acquisition Closing.

4. If, during the three-year period beginning on the first day after the Acquisition Closing, there is a Change of Control pursuant to which the Domesticated SPAC or its stockholders have the right to receive consideration implying a value per share of Domesticated SPAC Common Stock (as agreed in good faith by the Sponsor and the board of directors of the Domesticated SPAC) of:

    (a) less than $12.50, then immediately prior to such Change of Control, the Sponsor shall forfeit 360,750 Sponsor Forfeiture Shares;

    (b) greater than or equal to $12.50 but less than $15.00, then (A) immediately prior to such Change of Control, the Sponsor shall forfeit 240,500 Sponsor Forfeiture Shares, and (B) thereafter, the Sponsor Forfeiture Shares shall no longer be subject to forfeiture;

    (c) greater than or equal to $15.00 but less than $18.00, then (A) immediately prior to such Change of Control, the Sponsor shall forfeit 120,250 Sponsor Forfeiture Shares, and (B) thereafter, the Sponsor Forfeiture Shares shall no longer be subject to forfeiture; or

    (d) greater than or equal to $18.00, then (A) the Sponsor shall forfeit zero Sponsor Forfeiture Shares, and (B) thereafter, the Sponsor Forfeiture Shares shall no longer be subject to forfeiture.

    The price targets set forth above shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to Domesticated SPAC Common Stock occurring after the Acquisition Closing.

5. The Founder Shareholders hereby agree that, in the event that the aggregate amount of cash proceeds made available from the Trust Account to the Domesticated SPAC at the Acquisition Merger Closing, after giving effect to the payment of any cash proceeds required to satisfy exercises of the Redemption Rights (but, for the avoidance of doubt, prior to the payment of any unpaid Company Transaction Expenses or unpaid SPAC Transaction Expenses) is less than 10% of the funds contained in the Trust Account as of the date hereof (without including any funds in the Trust Account with respect to any shares of Domesticated SPAC Common Stock acquired by the PIPE Investors pursuant to the Subscription Agreements), the Founder Shareholders shall irrevocably transfer, surrender and forfeit to SPAC for cancellation (and the Sponsor and SPAC shall take all actions necessary to effect such transfer, surrender and forfeiture for cancellation) for no consideration, fifteen percent (15%) of the Founders Equity indirectly owned as of the date hereof by Jonah Raskas and Mark Grundman as set forth in Section A of the SPAC Disclosure Schedule; provided, that the composition of such fifteen percent (15%) of the Founders Equity (*i.e.*, the number of Founders Shares and the number of Founders Warrants) shall be in the Founder Shareholders' sole discretion.

6. The Founder Shareholders hereby agree that, in the event that the Company Community Shares are issued in accordance with the BCA in an amount equal to the Company Community Share Amount, the Founder Shareholders shall irrevocably transfer, surrender and forfeit to SPAC for cancellation (and the Sponsor and SPAC shall take all actions necessary to effect such transfer, surrender and forfeiture for cancellation) for no consideration 20,000 shares of the Founders Equity indirectly owned as of the date hereof by Jonah Raskas and Mark Grundman.

7. Each Founder Shareholder hereby agrees, from the date hereof until the earlier of the Acquisition Closing and the valid termination of the BCA pursuant to Article IX thereof, (a) to vote (or cause to be voted) or execute and deliver a written consent (or cause a written consent to be executed and delivered) at any meeting of the shareholders of SPAC, however called, or at any adjournment thereof, or in any other circumstance in which the vote, consent or other approval of the shareholders of SPAC is sought, all of such Founder Shareholder's Founders Shares (together with any other equity securities of SPAC that such Founder Shareholder holds of record or beneficially as of the date of this Letter Agreement or acquires record or beneficial ownership of after the date hereof, collectively, the "**Subject SPAC Equity Securities**") (i) in favor of the Required SPAC Proposals, (ii) against any merger agreement or merger, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by SPAC (other than the BCA and the Transactions), (iii) against any proposal in opposition to approval of the BCA or in competition with or inconsistent with the BCA or the Transactions, and (iv) against any proposal, action or agreement that would (A) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of SPAC or the Merger Sub under the BCA or (B) result in any of the conditions set forth in Article VIII of the BCA not being fulfilled, (b) not to redeem, elect to redeem or tender or submit any of its Subject SPAC Equity Securities for redemption in connection with the BCA or the Transactions, (c) not to commit or agree to take any action inconsistent with the foregoing, and (d) to comply with, and fully perform all of its obligations, covenants and agreements set forth in, the Prior Letter Agreement, including the agreement by such Founder Shareholder pursuant to Section 1(b) therein not to redeem any Shares (as defined therein) owned by it or him in connection with the shareholder approval in connection with the Transactions.

8. SPAC and the Founder Shareholders have previously entered into that certain letter agreement dated August 30, 2021, in connection with the initial public offering of SPAC (the "**Prior Letter Agreement**"). The parties acknowledge and agree that the Prior Letter Agreement shall survive the consummation of the Transactions in accordance with its terms, and each Founder Shareholder shall comply with, and fully perform all of such Founder Shareholder's obligations, covenants and agreements set forth in, the Prior Letter Agreement (including, for the avoidance of doubt, the lock-up provisions in Section 7 thereof).

9. During the period commencing on the date hereof and ending on the earlier of the Acquisition Closing and the valid termination of the BCA pursuant to Article IX thereof, no Founder Shareholder shall modify or amend the Prior Letter Agreement without the prior written consent of the Company.

10. SPAC acknowledges and agrees that, from and after the date hereof, any Insider (as defined in the Prior Letter Agreement) may participate in the formation of, or become an officer or director of, any blank check company. Upon the prior written request of the Sponsor, SPAC agrees to assign to any Insider designated by the Sponsor all right, title and interest in and to the trademarks, trade names, service marks, logos, corporate names, domain names and other source identifiers held by SPAC as of the date hereof, including any and all goodwill related to the foregoing (the "**SPAC Marks**"), and from and after the Acquisition Closing, SPAC shall cease and discontinue all use of such SPAC Marks, including any mark or term confusingly similar thereto or derivative thereof.

11. Each Founder Shareholder hereby acknowledges that such Founder Shareholder has read the BCA and this Letter Agreement and has had the opportunity to consult with such Founder Shareholder's tax and legal advisors. Each Founder Shareholder shall be bound by and comply with (a) Section 7.01(d)-(f) (No Solicitation), (b) Section 7.05(b) (Access to Information; Confidentiality), (c) Section 7.10 (Public Announcements), and (d) Section 10.11 (No Recourse) of the BCA (and any relevant definitions contained in any such Sections) as if such Founder Shareholder was an original signatory to the BCA with respect to such provisions, *mutatis mutandis*; *provided*, *however*, for the avoidance of doubt, the agreement to be bound by and comply with Section 7.01(d)-(f) (No Solicitation) of the BCA shall not limit the rights of any Founder Shareholder or any of its Representatives with respect to any transaction involving any person (other than SPAC) and any corporation, partnership or other business organization (other than the Company or any Company Subsidiary).

12. Subject to the terms and conditions of this Letter Agreement, SPAC and each Founder Shareholder agrees to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by the BCA and this Letter Agreement.

13. Each Founder Shareholder hereby represents and warrants to SPAC and the Company as follows:

    (a) Such Founder Shareholder has all necessary power and authority to execute and deliver this Letter Agreement and to perform such Founder Shareholder's obligations hereunder. The execution and delivery of this Letter Agreement by each of such Founder Shareholder has been duly and validly authorized and no other action on the part of such Founder Shareholder is necessary to authorize this Letter Agreement. This Letter Agreement has been duly and validly executed and delivered by such Founder Shareholder and, assuming due authorization, execution and delivery by the other Founder Shareholders, SPAC and the Company, constitutes a legal, valid and binding obligation of such Founder Shareholder, enforceable against such Founder Shareholder in accordance with its terms, subject to the Remedies Exceptions.

    (b) As of the date of this Letter Agreement, the Founder Shareholders collectively hold 2,405,000 Founders Shares (with individual holdings set forth opposite each such Founder Shareholders name on Exhibit A under the heading "Total Shares"), free and clear of any and all Liens, other than those (i) created by this Letter Agreement, the Prior Letter Agreement and the SPAC Organizational Documents or (ii) arising under applicable securities Laws.

    (c) The execution and delivery of this Letter Agreement by such Founder Shareholder does not, and the performance of this Letter Agreement by such Founder Shareholder will not: (i) conflict with or violate any applicable Law applicable to such Founder Shareholder, (ii) contravene or conflict with, or result in any violation or breach of, any provision of any charter, articles of association, operating agreement or similar formation or governing documents and instruments of such Founder Shareholder, or (iii) result in any breach of or constitute a material default (or an event which, with notice or lapse of time or both, would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of Founders Shares owned by such Founder Shareholder pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument (whether written or oral) to which such Founder Shareholder is a party or by which such Founder Shareholder is bound, except, in the case of clause (i) or (iii), for any such conflicts, violations, breaches, defaults or other occurrences which, individually or in the aggregate, would not reasonably be expected to materially impair the ability of such Founder Shareholder to perform such Founder Shareholder's obligations hereunder or to consummate the transactions contemplated hereby.

(d) The execution and delivery of this Letter Agreement by such Founder Shareholder does not, and the performance of this Letter Agreement by such Founder Shareholder will not, require any consent, approval, authorization or permit of, or filing with or notification to, or expiration or termination of any waiting period by, any Governmental Authority or any other person, except (i) for applicable requirements, if any, of the Exchange Act, the Securities Act, and Blue Sky Laws and (ii) where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, individually or in the aggregate, would not reasonably be expected to materially impair the ability of such Founder Shareholder to perform such Founder Shareholder's obligations hereunder or to consummate the transactions contemplated hereby.

(e) There is no material Action pending or, to the knowledge of such Founder Shareholder, threatened against such Founder Shareholder, which in any manner challenges or, individually or in the aggregate, would reasonably be expected to materially delay or impair the ability of such Founder Shareholder to perform such Founder Shareholder's obligations hereunder or to consummate the transactions contemplated hereby.

(f) Except for this Letter Agreement and the Prior Letter Agreement, such Founder Shareholder has not: (i) entered into any voting agreement, voting trust or any similar agreement, arrangement or understanding, with respect to the Founders Shares owned by such Founder Shareholder or (ii) granted any proxy, consent or power of attorney with respect to any Founders Shares owned by such Founder Shareholder (other than as contemplated by this Letter Agreement). Such Founder Shareholder has not entered into any agreement, arrangement or understanding that is otherwise inconsistent with, or would interfere with, or prohibit or prevent such Founder Shareholder from satisfying such Founder Shareholder's obligations pursuant to this Letter Agreement.

(g) Such Founder Shareholder understands and acknowledges that the Company is entering into the BCA in reliance upon the execution and delivery of this Letter Agreement by the Founder Shareholders.

14. This Letter Agreement, together with the BCA to the extent referenced herein, the Prior Letter Agreement and the other agreements entered into by the Founder Shareholders in connection with the initial public offering of SPAC, constitute the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties hereto, written or oral, relating to the subject matter hereof.

15. Except for the assignment of this Letter Agreement from SPAC to the Domesticated SPAC by operation of law in connection with the Domestication, no party hereto may assign either this Letter Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other parties hereto, and any purported assignment in violation of the foregoing shall be null and void ab initio. This Letter Agreement shall be binding on the parties hereto and their respective successors and assigns.

16. This Letter Agreement shall be construed and interpreted in a manner consistent with the provisions of the BCA. In the event of any conflict between the terms of this Letter Agreement and the BCA, the terms of this Letter Agreement shall govern. The provisions set forth in Sections 6.04 (Claims Against Trust Account), 9.04 (Amendment), 9.05 (Waiver), 10.03 (Severability), 10.06 (Governing Law), 10.07 (Waiver of Jury Trial), 10.09 (Counterparts), and 10.10 (Specific Performance) of the BCA, as in effect as of the date hereof, are hereby incorporated by reference into, and shall be deemed to apply to, this Letter Agreement, *mutatis mutandis*.

17. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter Agreement shall be in writing and shall be sent in the same manner as provided in the BCA, with (a) notices to SPAC and the Company being sent to the applicable addresses set forth therein, in each case with all copies as required thereunder and (b) notices to each Founder Shareholder being sent to the address set forth opposite such Founder Shareholder name on Exhibit A under the heading "Address."

18. This Letter Agreement shall terminate, and have no further force and effect, if the BCA is terminated in accordance with its terms prior to the Acquisition Merger Effective Time. Upon termination of this Letter Agreement, none of the parties hereto shall have any further obligations or liabilities under this Letter Agreement; *provided*, *however*, that nothing in this Section 18 shall relieve any party hereto of liability for any willful material breach of this Letter Agreement prior to such termination.

[*The remainder of this page left intentionally blank*]

Please indicate your agreement to the terms of this Letter Agreement by signing where indicated below.

Very truly yours,

CHW ACQUISITION SPONSOR LLC

By: CHW Acquisition Founders LLC
Its: Sole Managing Member
By: MJG Partners LLC
Its: Sole Managing Member

By: /s/ Mark Grundman
Name: Mark Grundman
Title: Managing Member

By: /s/ Mark Grundman
Mark Grundman

By: /s/ Jonah Raskas
Jonah Raskas

Acknowledged and agreed
as of the date of this Letter Agreement:

CHW ACQUISITION CORPORATION

By: /s/ Jonah Raskas
Name: Jonah Raskas
Title: Co-Chief Executive Officer

WAG LABS, INC.

By: /s/ Garrett Smallwood
Name: Garrett Smallwood
Title: Chief Executive Officer

[*Signature Page to Letter Agreement*]

EXHIBIT A

Founder Shareholder	Address	Total Shares	Total Warrants
CHW Acquisition Sponsor LLC	2 Manhattanville Road, Suite 403 Purchase, NY 10577	2,405,000	4,238,636
Mark Grundman	2 Manhattanville Road, Suite 403 Purchase, NY 10577	0	0
Jonah Raskas	2 Manhattanville Road, Suite 403 Purchase, NY 10577	0	0
Total:		2,405,000	4,238,636

Exhibit 10.7

STOCKHOLDER SUPPORT AGREEMENT

This Stockholder Support Agreement (this "**Agreement**") is made and entered into as of February 2, 2022, by and among CHW Acquisition Corporation, a Cayman Islands exempted company (which shall domesticate as a Delaware corporation prior to the closing of the Business Combination Agreement (as defined below)) ("**SPAC**"), Wag Labs, Inc., a Delaware corporation (the "**Company**"), and the undersigned stockholders (each, an "**Existing Securityholder**" and, collectively, the "**Existing Securityholders**") of the Company. The Existing Securityholders and any person or entity who hereafter enters into a joinder to this Agreement substantially in the form of **Exhibit A** hereto are referred to herein, individually, as a "**Securityholder**" and collectively, as the "**Securityholders**." Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Business Combination Agreement.

RECITALS

WHEREAS, on the date hereof, SPAC, CHW Merger Sub Inc., a Delaware corporation and a direct, wholly owned subsidiary of SPAC ("**Merger Sub**"), and the Company, entered into a Business Combination Agreement (the "**Business Combination Agreement**"), pursuant to which Merger Sub will merge with and into the Company, with the Company surviving the merger as a wholly owned subsidiary of SPAC (the "**Business Combination**");

WHEREAS, pursuant to the Business Combination Agreement, immediately prior to the Acquisition Merger Effective Time, each share of Company Preferred Stock that is issued and outstanding immediately prior to the Acquisition Merger Effective Time shall automatically convert into a number of shares of Company Common Stock at the then-effective conversion rate as calculated pursuant to the Company's Certificate of Incorporation;

WHEREAS, in connection with the Business Combination, each of the following agreements will be terminated by the parties thereto: (i) that certain Fifth Amended and Restated Investors' Rights Agreement, dated December 16, 2019, by and among the Company and the parties named therein (the "**Investors' Rights Agreement**"); (ii) that certain Fourth Amended and Restated Voting Agreement, dated as of December 16, 2019, by and among the Company and the parties named therein, as amended (the "**Company Voting Agreement**"); and (iii) that certain Fifth Amended and Restated Right of First Refusal and Co-Sale Agreement, dated December 16, 2019, by and among the Company and the parties named therein (the "**Right of First Refusal and Co-Sale Agreement**" and, together with the Investors' Rights Agreement and the Company Voting Agreement, the "**Financing Agreements**");

WHEREAS, each Securityholder agrees to enter into this Agreement with respect to all Company Securities (as defined below) that such Securityholder now or hereafter owns, beneficially (as defined in Rule 13d-3 under the Exchange Act) or of record;

WHEREAS, each Securityholder is the beneficial and/or record owner of, and has the sole right to vote or direct the voting of, such number Company Securities as are set forth on Schedule A attached hereto opposite the name of such Securityholder;

WHEREAS, each of SPAC, the Company and each Securityholder has determined that it is in its best interests to enter into this Agreement;

WHEREAS, each Securityholder understands and acknowledges that each of SPAC and the Company is entering into the Business Combination Agreement in reliance upon such Securityholder's execution and delivery of this Agreement; and

WHEREAS, following the date hereof, SPAC intends to file with the SEC a registration statement on Form S-4 in connection with the matters set forth in Section 7.02(a) of the Business Combination Agreement (the "**Registration Statement**").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Section 1 or elsewhere in this Agreement.

"Affiliate" of a specified person means a Person who, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person (provided that if a Securityholder is a venture capital, private equity or angel fund, no portfolio company of such Securityholder will be deemed an Affiliate of such Securityholder; provided further that neither the Company nor any Company Subsidiary will be deemed an Affiliate of any Securityholder).

"Company Securities" means, collectively, any Company Stock, Company Options, Company RSU Awards, Company Warrants, any securities convertible into or exchangeable for any of the foregoing, and any interest in or right to acquire any of the foregoing, whether now owned or hereafter acquired by any Securityholder hereto.

"Expiration Time" means the earlier to occur of (a) the Acquisition Merger Effective Time, (b) such date as the Business Combination Agreement shall be validly terminated and (c) the effective date of a written agreement of the parties hereto terminating this Agreement.

"Person" means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a "person" as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

"Transfer" means, with respect to any security, any direct or indirect sale, assignment, tender, exchange, pledge, hypothecation, disposition, loan, or the grant, creation or suffrage of a lien, security interest or encumbrance in or upon, or the gift, grant, or placement in trust or other transfer of such security (including by operation of law), or any right, title, or interest therein (including any right or power to vote to which the holder thereof may be entitled, whether such right or power is granted by proxy or otherwise), or the record or beneficial ownership thereof, or entry into any agreement, arrangement, or understanding, whether or not in writing, to effect any of the foregoing, excluding (a) entry into this Agreement and the Business Combination Agreement and the consummation of the transactions contemplated hereby and thereby and (b) the exercise of any Company Options or Company Warrants in accordance with their terms.

2. Agreement to Retain the Company Securities.

2.1 No Transfer of Company Securities. Until the Expiration Time, each Securityholder agrees not to, other than as expressly required by the Business Combination Agreement (including pursuant to the Conversion) (a) Transfer any Company Securities, (b) deposit any Company Securities into a voting trust or enter into a voting agreement or any similar agreement, arrangement or understanding with respect to Company Securities or grant any proxy (except as otherwise provided herein), consent or power of attorney with respect thereto (other than pursuant to this Agreement) (it being understood that the fact that certain Company Securities already may be subject to the Company Voting Agreement shall not be deemed a violation of this Section 2.1 or Section 3.1 below), (c) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Company Securities held by such Securityholder, (d) establish or increase a put position or liquidate or decrease a call or equivalent position with respect to any Company Securities held by such Securityholder, or (e) publicly announce any intention to effect any transaction specified in clauses (a), (b), (c) or (d); provided, that any Securityholder may Transfer any such Company Securities to any Affiliate of such Securityholder, or as a distribution to any Securityholder's limited partners, members or stockholders, or if such Securityholder is a natural person, to immediate family or a trust for the benefit of immediate family for estate planning purposes, if, and only if, the transferee of such Company Securities evidences in a writing reasonably satisfactory to each of SPAC and the Company such transferee's agreement to be bound by and subject to the terms and provisions hereof to the same effect as such Securityholder.

2.2 Additional Company Securities. Until the Expiration Time, each Securityholder agrees that any Company Securities that such Securityholder purchases or otherwise hereinafter acquires (including as a result of the exercise of any Company Option) or with respect to which such Securityholder otherwise acquires sole or shared voting power after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement to the same extent as if they were owned by such Securityholder as of the date hereof.

2.3 Unpermitted Transfers. Any Transfer or attempted Transfer of any Company Securities in violation of this Section 2 shall, to the fullest extent permitted by applicable Law, be null and void *ab initio*.

3. Agreement to Consent and Approve.

3.1 Hereafter until the Expiration Time, each Securityholder agrees that, except as otherwise agreed in writing with each of SPAC and the Company:

(a) within forty-eight (48) hours of the Registration Statement being declared effective by the SEC, such Securityholder shall execute and deliver a written consent, substantially in the form attached as Exhibit E to the Business Combination Agreement (the "**Stockholder Written Consent**"), which consent shall approve the Business Combination Agreement and the Transactions (including the Merger Steps). Following such execution and delivery, each Securityholder hereby agrees that it will not revoke, withdraw or repudiate the Stockholder Written Consent. The Stockholder Written Consent shall be coupled with an interest and, prior to the Expiration Time, shall be irrevocable;

(b) to exercise, comply with and fully perform all of its obligations set forth in Section 4 of the Company Voting Agreement related to drag-along rights (it being understood that for the purposes of this Section 3.1(b), the Business Combination shall be deemed to be a "Sale of the Company"); and

(c) at the Acquisition Closing, certain of such Securityholders shall execute and deliver an Amended and Restated Registration Rights Agreement, substantially in the form attached as Exhibit D to the Business Combination Agreement;

Hereafter until the Expiration Time, and subject to Section 2 hereof, no Securityholder shall enter into any tender or voting agreement, or any similar agreement, arrangement or understanding, or grant a proxy or power of attorney, with respect to the Company Securities that is inconsistent with this Agreement or otherwise take any other action with respect to the Company Securities that would prevent, materially restrict, materially limit or materially interfere with the performance of such Securityholder's obligations hereunder or the consummation of the transactions contemplated hereby.

3.2 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company, or at any postponement or adjournment thereof, called to seek the affirmative vote, consent or approval of the holders of the outstanding shares of Company Stock, and on every action or approval by written consent of the stockholders of the Company, each Securityholder shall (a) vote (or cause to be voted) all shares of Company Stock currently or hereinafter owned by such Securityholder (i) in favor of the adoption of the Business Combination Agreement and the approval of the Transactions (including the Merger Steps), (ii) against any merger agreement or merger, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company (other than the Business Combination Agreement and the Transactions (including the Merger Steps)), (iii) against any proposal in opposition to approval of the Business Combination Agreement or in competition with or inconsistent with the Business Combination Agreement or the Transactions (including the Merger Steps), and (iv) against any proposal, action or agreement that is not recommended by the Company Board and that would reasonably be expected to (A) result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of the Company under the Business Combination Agreement, (B) result in, or contribute to, any of the conditions set forth in Article VIII of the Business Combination Agreement not being fulfilled, or (C) impede, frustrate, interfere with, delay, postpone or adversely affect the Transactions (including the Merger Steps), and (b) not commit or agree to take any action inconsistent with the foregoing.

3.3 Hereafter until the Expiration Time, at any meeting of the stockholders of the Company or at any postponement or adjournment thereof or in any other circumstances upon which a Securityholder's vote, consent or other approval (including by written consent) is sought, such Securityholder shall vote (or cause to be voted) all Company Securities (to the extent such Company Securities are then entitled to vote thereon), currently or hereinafter owned by such Securityholder against and withhold consent with respect to any Alternative Transaction (as defined below). No Securityholder shall commit or agree to take any action inconsistent with the foregoing that would be effective prior to the Expiration Time.

4. Additional Agreements.

4.1 Litigation. Each Securityholder agrees, absent a claim of fraud, not to commence, join in, facilitate, assist or encourage, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against SPAC, Merger Sub, the Company or any of their respective successors, directors or officers (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or the Business Combination Agreement or (b) alleging a breach of any fiduciary duty of any Person in connection with the evaluation, negotiation or entry into this Agreement or the Business Combination Agreement.

4.2 Waiver of Appraisal and Other Rights. Each Securityholder hereby irrevocably and unconditionally waives, and agrees to cause to be waived and to prevent the exercise of, any appraisal rights and dissenters' rights relating to the Merger Steps that such Securityholder may have by virtue of, or with respect to, any and all Company Securities owned (of record or beneficially) by such Securityholder (including without limitation those rights pursuant to Section 262 of the General Corporation Law of the State of Delaware and any other applicable appraisal or dissenters' or similar rights). Each Securityholder hereby waives any requirement for notice with respect to the Transactions under each Financing Agreement.

4.3 Termination of Side Letter Agreements. Each Securityholder hereby agrees and consents to the termination of any Side Letter Agreements to which such Securityholder is party, effective as of the Acquisition Merger Effective Time without any further liability or obligation to the Company, the Company Subsidiaries or SPAC.

4.4 Consent to Disclosure. Each Securityholder hereby consents to the publication and disclosure in the Registration Statement (and, as and to the extent otherwise required by applicable securities laws or the SEC or any other securities authorities, any other documents or communications provided by SPAC or the Company to any Governmental Authority or to securityholders of SPAC) of such Securityholder's identity and beneficial ownership of Company Securities and the nature of such Securityholder's commitments, arrangements and understandings under and relating to this Agreement and, if deemed appropriate by SPAC or the Company, a copy of this Agreement; provided that prior to disclosure of any such information with respect to a Securityholder, SPAC or the Company, as applicable, shall (to the extent practicable) provide such Securityholder with a reasonable opportunity to review and comment upon the disclosure of the information relating to such Securityholder in advance. Each Securityholder will promptly provide any information reasonably requested by SPAC or the Company for any regulatory application or filing made or approval sought in connection with the Transactions (including filings with the SEC), except for any information that is subject to attorney-client privilege (provided, that to the extent reasonably possible, the parties shall cooperate in good faith to permit disclosure of such information in a manner that preserves such privilege).

4.5 Confidentiality. Until the Expiration Time, each Securityholder will and will cause its controlled Affiliates to keep confidential and not disclose any non-public information relating to SPAC or the Company or any of their respective subsidiaries, including the existence or terms of, or transactions contemplated by, this Agreement, the Business Combination Agreement or the other Transaction Documents, except to the extent that such information (i) was, is or becomes generally available to the public after the date hereof other than as a result of a disclosure by such Securityholder in breach of this Section 4.5, (ii) is, was or becomes available to such Securityholder on a non-confidential basis from a source other than SPAC or the Company; provided that, to the knowledge of such Securityholder, such information is not subject to a legal, fiduciary or contractual obligation of confidentiality or secrecy to SPAC or the Company, or (iii) is or was independently developed by such Securityholder after the date hereof without use of, or reference to any non-public information of SPAC or the Company. Notwithstanding the foregoing, such information may be disclosed to the extent required to be disclosed in a judicial or administrative proceeding, or otherwise required to be disclosed by applicable Law (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which such disclosing party is subject), provided that such Securityholder gives SPAC or the Company, as applicable, prompt notice of such request(s) or requirement(s), to the extent practicable (and not prohibited by Law), so that SPAC or the Company may seek, at its expense, an appropriate protective order or similar relief (and such Securityholder shall reasonably cooperate with such efforts).

5. Representations and Warranties of the Securityholders. Each Securityholder hereby represents and warrants, severally and not jointly, to SPAC and the Company as follows:

5.1 Due Authority. Such Securityholder has the full power and authority to execute and deliver this Agreement and perform its obligations hereunder. If such Securityholder is an individual, the signature to this agreement is genuine and such Securityholder has legal competence and capacity to execute the same. This Agreement has been duly and validly executed and delivered by such Securityholder and, assuming due execution and delivery by the other parties hereto, constitutes a legal, valid and binding obligation of such Securityholder, enforceable against such Securityholder in accordance with its terms, except as limited by applicable Remedies Exceptions.

5.2 Ownership of the Company Securities. As of the date hereof, such Securityholder is the beneficial or record owner of the Company Securities set forth opposite such Securityholder's name on Schedule A and has good and marketable title to such Company Securities, free and clear of any and all Liens, options, rights of first refusal and limitations on such Securityholder's voting rights, other than transfer restrictions under applicable securities laws or the certificate of incorporation or bylaws or any equivalent organizational documents of the Company, as applicable, and restrictions set forth in the Financing Agreements. Such Securityholder has sole voting power (including the right to control such vote as contemplated herein), power of disposition and power to issue instructions with respect to all Company Securities currently owned by such Securityholder, and the power to agree to all of the matters applicable to such Securityholder set forth in this Agreement. As of the date hereof, such Securityholder does not own any Company Securities other than the Company Securities set forth opposite such Securityholder's name on Schedule A. As of the date hereof, such Securityholder does not own any rights to purchase or acquire any Company Securities, except for the Company Warrants, Company RSU Awards, and Company Options set forth opposite such Securityholder's name on Schedule A.

5.3 No Conflict; Consents.

(a) The execution and delivery of this Agreement by such Securityholder does not, and the performance by such Securityholder of the obligations under this Agreement and the compliance by such Securityholder with any provisions hereof do not and will not: (i) conflict with or violate any Law applicable to such Securityholder, (ii) if such Securityholder is an entity, conflict with or violate the certificate of incorporation or bylaws or any equivalent organizational documents of the Company or such Securityholder, or (iii) result in any breach of, or constitute a default (or an event, which with notice or lapse of time or both, would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any of the Company Securities owned by such Securityholder pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which such Securityholder is a party or by which such Securityholder is bound, except, in the case of clauses (i) and (iii), as would not reasonably be expected, individually or in the aggregate, to materially impair the ability of such Securityholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

(b) The execution and delivery of this Agreement by such Securityholder does not, and the performance of this Agreement by such Securityholder will not, require any consent, approval, authorization or permit of, or filing or notification to, or expiration of any waiting period by any Governmental Authority or any other Person with respect to such Securityholder, other than those set forth as conditions to closing in the Business Combination Agreement.

5.4 Absence of Litigation. As of the date hereof, there is no Action pending against, or, to the knowledge of such Securityholder after reasonable inquiry, threatened against such Securityholder that would reasonably be expected to materially impair the ability of such Securityholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

5.5 Absence of Other Voting Agreement. Such Securityholder has not: (i) entered into any voting agreement, voting trust or any similar agreement, arrangement or understanding, with respect to any Company Securities owned by such Securityholder (other than as contemplated by this Agreement and the Company Voting Agreement), (ii) granted any proxy, consent or power of attorney with respect to any Company Securities owned by such Securityholder (other than as contemplated by this Agreement and the Company Voting Agreement) or (iii) entered into any agreement, arrangement or understanding that would prohibit or prevent it from satisfying or would materially interfere with, or is otherwise materially inconsistent with, its obligations pursuant to this Agreement.

5.6 Adequate Information. Such Securityholder is a sophisticated stockholder and has adequate information concerning the business and financial condition of SPAC and the Company to make an informed decision regarding this Agreement and the Transactions and has independently and without reliance upon SPAC or the Company and based on such information as such Securityholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. Such Securityholder acknowledges that SPAC and the Company have not made and do not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement. Such Securityholder acknowledges that the agreements contained herein with respect to the Company Securities held by such Securityholder are irrevocable.

6. Fiduciary Duties. The covenants and agreements set forth herein shall not prevent any designee of any Securityholder from serving on the board of directors of the Company or from taking any action, subject to the provisions of the Business Combination Agreement, while acting in such designee's capacity as a director of the Company. Each Securityholder is entering into this Agreement solely in its capacity as the owner of such Securityholder's Company Securities.

7. Termination. This Agreement shall terminate and be of no further force or effect at the Expiration Time. Notwithstanding the foregoing sentence, this Section 7 and Section 10 shall survive any termination of this Agreement. Upon termination of this Agreement, none of the parties hereto shall have any further obligations or liabilities under this Agreement; provided, that nothing in this Section 7 shall relieve any party hereto of liability for any willful material breach of this Agreement prior to its termination.

8. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in SPAC any direct or indirect ownership or incidence of ownership of or with respect to any Securityholder's Company Securities. All rights, ownership and economic benefits of and relating to each Securityholder's Company Securities shall remain fully vested in and belong to such Securityholder, and SPAC shall have no authority to direct any Securityholder in the voting or disposition of any of Company Securities except as otherwise provided herein.

9. Exclusivity.

9.1 From the date of this Agreement and ending on the earlier of the Acquisition Closing and the valid termination of the Business Combination Agreement, no Securityholder shall, and each Securityholder shall cause its Representatives acting on its behalf not to, directly or indirectly, (1) enter into, solicit, initiate, knowingly facilitate, knowingly encourage or continue any discussions or negotiations with, or knowingly encourage any inquiries or proposals by, or participate in any negotiations with, or provide any information to, or otherwise cooperate in any way with, any person or other entity or "group" within the meaning of Section 13(d) of the Exchange Act, concerning any (x) sale of 15% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, (y) sale of 15% or more of the outstanding capital stock of the Company or one or more Company Subsidiaries holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, or (z) merger, consolidation, liquidation, dissolution or similar transaction involving the Company or one or more of the Company Subsidiaries holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole, in each case, other than with SPAC and its Representatives (an "**Alternative Transaction**"), (2) amend or grant any waiver or release under any standstill or similar agreement to which such Securityholder is a party with respect to any class of equity securities of the Company or any of the Company Subsidiaries in connection with any proposal or offer that could reasonably be expected to lead to an Alternative Transaction, (3) approve, endorse or recommend, or propose publicly to approve, endorse or recommend, any Alternative Transaction, (4) approve, endorse, recommend, execute or enter into any agreement in principle, confidentiality agreement, letter of intent, memorandum of understanding, term sheet, acquisition agreement, merger agreement, option agreement, joint venture agreement, partnership agreement or other written arrangement relating to any Alternative Transaction or any proposal or offer that could reasonably be expected to lead to an Alternative Transaction, (5) commence, continue or renew any due diligence investigation regarding any Alternative Transaction, or (6) resolve or agree to do any of the foregoing or otherwise authorize or permit any of its Representatives acting on its behalf to take any such action. Each Securityholder shall, and shall cause its Representatives to, immediately cease any and all existing discussions or negotiations with any person conducted heretofore with respect to any Alternative Transaction.

9.2 From the date of this Agreement and ending on the earlier of the Acquisition Closing and the valid termination of the Business Combination Agreement, each Securityholder shall notify the Company and SPAC promptly in writing after receipt by such Securityholder or any of its Representatives of any inquiry or proposal with respect to an Alternative Transaction, any inquiry that would reasonably be expected to lead to an Alternative Transaction or any request for non-public information relating to the Company or any of the Company Subsidiaries or for access to the business, properties, assets, personnel, books or records of the Company or any of the Company Subsidiaries by any third party, in each case that is related to or that would reasonably be expected to lead to an Alternative Transaction. In such notice, such Securityholder shall identify the third party making any such inquiry, proposal, indication or request with respect to an Alternative Transaction and provide the details of the material terms and conditions of any such inquiry, proposal, indication or request.

10. Miscellaneous.

10.1 Severability. In the event that any term, provision, covenant or restriction of this Agreement, or the application thereof, is held to be illegal, invalid or unenforceable under any present or future Law: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms of such illegal, invalid or unenforceable provision as may be possible.

10.2 Non-survival of Representations and Warranties. None of the representations, warranties, covenants or agreements in this Agreement or in any schedule, instrument or other document delivered pursuant to this Agreement shall survive the Expiration Time. Notwithstanding the foregoing, this Section 10.2 shall not limit any covenant or agreement contained in this Agreement that by its terms is to be performed in whole or in part after the Acquisition Merger Effective Time or the termination of this Agreement.

10.3 Assignment. No party hereto may assign, directly or indirectly, including by operation of Law, either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties hereto, except with respect to a Transfer completed in accordance with Section 2.1. Subject to the first sentence of this Section 10.3, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any assignment in violation of this Section 10.3 shall be void.

10.4 Amendments and Modifications. This Agreement may be amended by the parties hereto at any time by execution of an instrument in writing signed on behalf of each of the parties hereto.

10.5 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, and, accordingly, that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in the Court of Chancery of the State of Delaware, County of Newcastle, or, if that court does not have jurisdiction, any court of the United States located in the State of Delaware without proof of actual damages or otherwise, in addition to any other remedy to which they are entitled at Law or in equity as expressly permitted in this Agreement.

10.6 Notices. All notices, consents and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by a nationally recognized courier service guaranteeing overnight delivery, or sent via email to the parties hereto at the following addresses, and such communications, to be valid, must be addressed as follows:

(i) if to SPAC, to:

CHW Acquisition Corporation
2 Manhattanville Road, Suite 403
Purchase, NY 10577
Attention: Jonah Raskas
Email: jonah@chwacquisition.com

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

McDermott Will & Emery LLP
One Vanderbilt Avenue
New York, NY 10017
Attention: Ari Edelman
Harold Davidson
Email: aedelman@mwe.com
hdavidson@mwe.com

(ii) if to the Company, to:

Wag Labs, Inc.
55 Francisco Street, Suite 360
San Francisco, CA 94133
Attention: Nicholas Yu
Email: nicholas.yu@wagwalking.com

with a copy (which shall not constitute notice) to:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York NY 10006
Attention: James E. Langston
Adam Brenneman
Charles W. Allen
Email: jlangston@cgsh.com
abrenneman@cgsh.com
callen@cgsh.com

(iii) if to a Securityholder, to the address for notice set forth opposite such Securityholder's name on Schedule A hereto,

with a copy (which shall not constitute notice) to:
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York NY 10006
Attention: James E. Langston
Adam Brenneman
Charles W. Allen
Email: jlangston@cgsh.com
abrenneman@cgsh.com
callen@cgsh.com

Unless otherwise specified herein, such notices or other communications will be deemed given (a) on the date established by the sender as having been delivered personally; (b) one Business Day after being sent by a nationally recognized overnight courier guaranteeing overnight delivery; (c) upon transmission, if sent by email (provided no "bounceback" or notice of non-delivery is received); or (d) on the fifth Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

10.7 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State. All legal actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any Delaware Court of Chancery; provided, that if jurisdiction is not then available in the Delaware Court of Chancery, then any such legal Action may be brought in any federal court located in the State of Delaware or any other Delaware state court. The parties hereto hereby (a) irrevocably submit to the exclusive jurisdiction of the aforesaid courts for themselves and with respect to their respective properties for the purpose of any Action arising out of or relating to this Agreement brought by any party hereto, and (b) agree not to commence any Action relating thereto except in the courts described above in Delaware, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the Action in any such court is brought in an inconvenient forum, (ii) the venue of such Action is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

10.8 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THAT FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHERS HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.8.

10.9 Entire Agreement; Third-Party Beneficiaries. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any other Person other than the parties hereto any rights or remedies.

10.10 Counterparts. This Agreement and each other document executed in connection with the transactions contemplated hereby, and the consummation thereof, may be executed in one or more counterparts, all of which shall be considered one and the same document and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. Delivery by electronic transmission to counsel for the other party of a counterpart executed by a party shall be deemed to meet the requirements of the previous sentence.

10.11 Effect of Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.12 Legal Representation. Each of the parties hereto agrees that it has been represented by independent counsel of its choice during the negotiation and execution of this Agreement and each party hereto and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein and, therefore, waive the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party hereto drafting such agreement or document. Each Securityholder acknowledges that Cleary Gottlieb Steen & Hamilton LLP is acting as counsel to the Company in connection with the Business Combination Agreement and the Transactions, and that such firm is not acting as counsel to any Securityholder.

10.13 Expenses. Except as otherwise set forth in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party hereto incurring such expenses.

10.14 Further Assurances. At the reasonable request of SPAC or the Company, in the case of any Securityholder, or at the reasonable request of the Securityholders, in the case of SPAC or the Company, and without further consideration, each party shall execute and deliver or cause to be executed and delivered such additional documents and instruments and take such further action as may be reasonably necessary to consummate the transactions contemplated by this Agreement; provided, that for the avoidance of doubt, any restrictive covenant agreements, non-interference, release or other similar instruments (or instruments containing any such similar obligations) shall be entered into only at the applicable Securityholder's sole discretion.

10.15 Waiver. No failure or delay on the part of either party to exercise any power, right, privilege or remedy under this Agreement shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither party shall be deemed to have waived any claim available to such party arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such waiving party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.16 Several Liability. The liability of any Securityholder hereunder is several (and not joint). Notwithstanding any other provision of this Agreement, in no event will any Securityholder be liable for any other Securityholder's breach of such other Securityholder's representations, warranties, covenants, or agreements contained in this Agreement, other than such Securityholder's Affiliates or any person to whom such Securityholder Transfers any Company Securities in accordance with Section 2.

10.17 No Recourse. Notwithstanding anything to the contrary contained herein or otherwise, but without limiting any provision in the Business Combination Agreement, this Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be made against the entities and Persons that are expressly identified as parties to this Agreement in their capacities as such and no former, current or future stockholders, equity holders, controlling persons, directors, officers, employees, general or limited partners, members, managers, agents or affiliates of any party hereto, or any former, current or future direct or indirect stockholder, equity holder, controlling person, director, officer, employee, general or limited partner, member, manager, agent or affiliate of any of the foregoing (each, a "**Non-Recourse Party**") shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or in respect of any oral representations made or alleged to be made in connection herewith. Without limiting the rights of any party against the other parties hereto, in no event shall any party or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

10.18 Claims Against Trust Account. The provisions set forth in Section 6.04 of the Business Combination Agreement, as in effect as of the date hereof, are hereby incorporated by reference into, and shall be deemed to apply to, this Agreement, *mutatis mutandis*.

[*Signature pages follow*.]

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CHW ACQUISITION CORPORATION

By: /s/ Mark Grundman
Name: Mark Grundman
Title: Co-Chief Executive Officer

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

WAG LABS, INC.

By: /s/ Garrett Smallwood
Name: Garrett Smallwood
Title: Chief Executive Officer

In witness whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

SECURITYHOLDERS:

BATTERY VENTURES XI-A, L.P.
By: Battery Partners XI, LLC
General Partner

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

BATTERY VENTURES XI-B, L.P.
By: Battery Partners XI, LLC
General Partner

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

BATTERY VENTURES XI-A SIDE FUND, L.P.
By: Battery Partners XI Side Fund, LLC
General Partner

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

BATTERY VENTURES XI-B SIDE FUND, L.P.
By: Battery Partners XI Side Fund, LLC
General Partner

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

BATTERY INVESTMENT PARTNERS XI, LLC
By: Battery Partners XI, LLC
Managing Member

By: */s/ Roger Lee*
Name: Roger Lee
Title: General Partner

GARRETT SMALLWOOD

By: */s/ Garrett Smallwood*
Name: Garrett Smallwood
Title: Chief Executive Officer

ADAM STORM

By: */s/ Adam Storm*
Name: Adam Storm
Title: President& Chief Product Officer

ALEC DAVIDIAN

By: */s/ Alec Davidian*
Name: Alec Davidian
Title: Chief Financial Officer

DYLAN ALLREAD

By: */s/ Dylan Allread*
Name: Dylan Allread
Title: Chief Operating Officer

MAZIER ARJOMAND

By: */s/ Mazier Arjomand*
Name: Mazier Arjomand
Title: Chief Technology Officer

NICHOLAS YU

By: */s/ Nicholas Yu*
Name: Nicholas Yu
Title: Director of Legal

PATRICK MCCARTHY

By: */s/ Patrick McCarthy*
Name: Patrick McCarthy
Title: Chief Marketing Officer

DAVID CANE

By: */s/ David Cane*
Name: David Cane
Title: Chief Customer Officer

JOCELYN MANGAN

By: */s/ Jocelyn Mangan*
Name: Jocelyn Mangan
Title: Board Member

MELINDA CHELLIAH

By: */s/ Melinda Chelliah*
Name: Melinda Chelliah
Title: Board Member

TENAYA CAPITAL VII, LP
By: Teneya Capital VII GP, LLC
its General Partner

By: */s/ Dorian Merritt*
Name: Dorian Merritt
Title: Attorney-in-Fact

SHERPAVENTURES FUND II, LP
By: Sherpa Ventures Fund II GP, LLC

By: */s/ Brian Yee*
Name: Brian Yee
Title: Partner

GENERAL CATALYST GROUP VII, L.P.
By: General Catalyst Partners VII, L.P.
its General Partner

BY: General Catalyst GP VII, LLC
its General Partner

By: */s/ Christopher McCain*
Name: Christopher McCain
Title: Chief Legal Officer

EXHIBIT A

FORM OF JOINDER

Reference is hereby made to that certain Stockholder Support Agreement, dated as of February 2, 2022, by and among (i) CHW Acquisition Corporation, a Cayman Islands exempted company ("**SPAC**"), (ii) Wag Labs, Inc., a Delaware corporation, and (iii) the Securityholders (as defined therein) (as amended from time to time, the "**Stockholder Support Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stockholder Support Agreement.

The undersigned agrees that this joinder to the Stockholder Support Agreement is being executed and delivered in favor of, and to, SPAC for good and valuable consideration.

The undersigned hereby agrees to and does become party to the Stockholder Support Agreement as a Securityholder. This joinder shall serve as a counterpart signature page to the Stockholder Support Agreement and by executing below, the undersigned is deemed to have executed the Stockholder Support Agreement with the same force and effect as if originally named a party thereto.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned has duly executed this joinder to the Stockholder Support Agreement.

[NEW SECURITYHOLDER PARTY]

By: _____
Name:
Title:
Date:

Exhibit 10.8

February 2, 2022

CHW Acquisition Corporation
2 Manhattanville Road, Suite 403
Purchase, NY 10577
Attn: Jonah Raskas and Mark Grundman

Commitment Letter
$30.0 Million Senior Secured Credit Facility

Ladies and Gentlemen:

You have advised Blue Torch Capital LP ("***Blue Torch***", the "***Initial Commitment Party***", "***we***" or "***us***") that CHW Acquisition Corporation, a Cayman Islands exempted company that will domesticate as a Delaware corporation prior to the Closing Date ("***Holdings***" or "***you***"), intends to acquire all of the outstanding equity interests of Wag Labs, Inc., a Delaware corporation (the "***Target***" and, together with its direct and indirect subsidiaries, the "***Acquired Business***"), which acquisition will be effected through a merger of CHW Merger Sub Inc., a Delaware corporation and wholly-owned direct subsidiary of Holdings ("***Merger Sub***"), with and into the Target, with the Target surviving the merger as a wholly-owned direct subsidiary of Holdings (the "***Merger***"), pursuant to that certain Business Combination Agreement, dated as of the date hereof (the "***Merger Agreement***"), by and among Holdings, Merger Sub and the Target. Merger Sub shall be the initial borrower in respect of the Credit Facility (as defined below) and, upon consummation of the Acquisition Transactions (as defined below), the Target shall be the borrower in respect of the Credit Facility (in such capacity, the "***Borrower***"). Holdings and the Acquired Business are sometimes together referred to herein as the "***Companies***", and all references to "Holdings and its subsidiaries" and/or "the Borrower and its subsidiaries" for any period from and after the consummation of the Acquisition Transactions shall include the Acquired Business.

You have also advised us that you intend to consummate the Merger, the refinancing of any existing third party debt for borrowed money of the Acquired Business (other than Permitted Surviving Debt (defined below)) and the termination and release of all liens related thereto (the "***Refinancing***"), the payment of all fees, costs and expenses related to the Acquisition Transactions (as hereinafter defined) and the ongoing working capital and other general corporate purposes of the Borrower and its subsidiaries after consummation of the Acquisition Transactions by entering into the following transactions:

(a) the applicable parties to the Merger Agreement will consummate the Domestication (as defined in the Merger Agreement) as contemplated by and in accordance with the terms of the Merger Agreement (the "***Domestication***"), pursuant to which Holdings shall domesticate as a Delaware corporation;

(b) certain investors previously identified to Blue Torch will purchase shares of stock issued by the Target and/or Holdings in one or more private placements, in an aggregate amount equal to $16.0 million, as contemplated by and in accordance with the terms of the Merger Agreement (collectively, the "***Equity Transactions***");

(c) Merger Sub will enter into and obtain senior secured financing in the form of a senior secured first lien term loan facility (the "***Credit Facility***") in an aggregate principal amount of $30.0 million; and

(d) the applicable parties will cause the Merger to occur in accordance with the terms of the Merger Agreement, and, upon the consummation of the Merger, the Target will be a wholly-owned direct subsidiary of Holdings and will become the Borrower in respect of the Credit Facility.

The consummation of the Domestication, the Equity Transactions, the Merger, the Refinancing, the entry into and funding of the Credit Facility and the payment of all fees, costs and expenses in connection with the foregoing are hereinafter collectively referred to as the "***Acquisition Transactions***". This letter agreement and the summary of terms and conditions attached as Exhibit A hereto and incorporated herein by this reference (the "***Term Sheet***") are referred to collectively as the "***Commitment Letter***". All capitalized terms used and not otherwise defined herein shall have the same meanings as specified therefor in the Term Sheet, and all capitalized terms used and not otherwise defined in the Term Sheet shall have the same meanings as specified therefor herein.

1. Commitments; Titles and Roles.

In connection with the Acquisition Transactions, Blue Torch is pleased to advise you of its commitment to provide the full principal amount of the Credit Facility (in such capacity, the "***Initial Lender***" and, together with any other financial institution that becomes a lender in respect of the Credit Facility, in accordance with the terms set forth in this Commitment Letter, collectively, the "***Lenders***") and its agreement to act as the sole and exclusive administrative and collateral agent for the Credit Facility (in such capacity, the "***Agent***"), all upon and subject to the terms and conditions set forth in this Commitment Letter. Our fees for our commitment and for services related to the Credit Facility are set forth in a separate fee letter entered into by Holdings and us as of the date hereof (the "***Fee Letter***").

Except as provided above, no other agents, co-agents, arrangers will be appointed, no other titles will be awarded and no compensation (other than that expressly contemplated by this Commitment Letter and the Fee Letter) will be paid by you to any Lender (as defined below) in order to obtain its commitment to participate in the Credit Facility unless you and we shall so agree.

2. Conditions Precedent; Funds Certain Provision.

The Commitment Party's commitments to fund the Credit Facility on the Closing Date and its agreements to perform the services described herein are subject solely to the satisfaction (or waiver by the Initial Lender) of the conditions precedent set forth on Annex I to the Term Sheet (the "***Conditions Annex***"). Notwithstanding anything in this Commitment Letter, the Fee Letter, the Credit Documentation (as defined below) or any other letter agreement or other undertaking concerning the financing of the Acquisition Transactions contemplated hereby to the contrary,

(a) the only representations relating to the Acquired Business the accuracy of which shall be a condition to the funding of the Credit Facility on the Closing Date, shall be (i) such representations made by or on behalf of the Acquired Business in the Merger Agreement as are material to the interests of the Lenders, but only to the extent that you have the right to terminate your obligations under the Merger Agreement or not consummate the transactions thereunder as a result of a breach of such representations (or a failure of such representations to be true and correct) in the Merger Agreement, in any case, without any requirement to pay a fee and giving effect to any notice or cure provisions (the "***Specified Merger Agreement Representations***"), and (ii) the Specified Representations (as defined below), and

(b) the terms of the Credit Documentation shall be in a form such that they do not impair the funding of the Credit Facility on the Closing Date if the conditions set forth in this Commitment Letter are satisfied (or waived by the Initial Lender)

(it being understood that, to the extent any security interest in collateral is not or cannot be provided or perfected on the Closing Date (other than (x) the perfection of a security interest in any collateral with respect to which a lien may be perfected by the filing of financing statements under the Uniform Commercial Code and/or intellectual property filings with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable, and (y) to the extent required by the Term Sheet, the perfection of security interests in the equity interests of the Borrower and its subsidiaries with respect to which a lien may be provided or perfected by the delivery of a stock certificate (which, with respect to the equity interests of any direct or indirect subsidiary of the Borrower, shall be required to be delivered on the Closing Date solely to the extent that such certificates exist prior to the Closing Date and are in your actual possession on or prior to the Closing Date after your use of good faith, commercially reasonable efforts to obtain the same, but otherwise (together with any certificates evidencing the equity interests of the Borrower upon consummation of the Merger) shall be delivered no later than five (5) business days after the Closing Date)) after your use of commercially reasonable efforts to do so and without undue burden or expense, then the provision and/or perfection of a security interest in any such collateral shall not constitute a condition precedent to the funding of the Credit Facility on the Closing Date, but may instead be perfected within forty-five (45) days after the Closing Date, subject to extension as may be reasonably agreed by the Agent).

"***Specified Representations***" means representations of the Borrower and the Guarantors in the documentation for the Credit Facility (the "***Credit Documentation***") relating to incorporation or formation and legal existence, qualification and organizational power and authority to enter into the Credit Documentation; due execution, delivery and enforceability of the Credit Documentation; solvency of the Companies on a consolidated basis on the Closing Date after giving effect to the Acquisition Transactions; no conflicts with or violations of charter documents as a result of execution, delivery and performance of the Credit Documentation; use of proceeds and Federal Reserve margin regulations; the Investment Company Act; the Patriot Act; FCPA, anti-corruption and anti-money laundering laws; OFAC and other anti-terrorism laws; beneficial ownership; status of the Credit Facility as senior debt; and the creation, perfection and first priority status of the security interests (subject, in the case of priority, to permitted liens) granted in Uniform Commercial Code Article 9 and other collateral (subject in all respects to the foregoing provisions of this paragraph). Notwithstanding anything to the contrary contained herein, to the extent that any of the Specified Representations are qualified or subject to "material adverse effect" or words of similar import, the definition thereof shall be "Company Material Adverse Effect" as that term is defined in the Merger Agreement for purposes of any representations and warranties made or to be made on, or as of, the Closing Date. It is understood that the commitments of the Commitment Party hereunder are not conditioned upon the syndication of, or receipt of commitments in respect of, the Credit Facility, and in no event shall the commencement or successful completion of syndication of the Credit Facility, or your compliance with the other terms of this Commitment Letter or Fee Letter, constitute a condition precedent to the funding of the Credit Facility on the Closing Date. This paragraph, and the provisions herein, shall be referred to as the "***Funds Certain Provision***".

3. Information.

You hereby represent and warrant that (to your knowledge with respect to information and projections relating to, created by or provided by the Acquired Business or, to the extent not created or provided at your direction, any other third party prior to the Closing Date)

(a) all written information (other than Projections (as defined below), forecasts, budgets, pro forma information and other forward-looking information and information of a general economic or industry specific nature) that has been or will be made available to us by you or any of your representatives (or on your or their behalf) in connection with any aspect of the Acquisition Transactions (collectively, the "***Information***"), is or will be, when furnished and taken as a whole, complete and correct in all material respects, and does not or will not, when furnished and taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto), and

(b) all written financial projections of the Companies that have been or will be made available to us by you or any of your representatives (or on your or their behalf) in connection with any aspect of the Acquisition Transactions (the "***Projections***") have been prepared or will be prepared in good faith based upon assumptions reasonably believed to be reasonable when made (it being understood that Projections are as to future events and are not to be viewed as facts, the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, that the Projections are not a guarantee of financial performance and no assurance can be given that any particular Projections will be realized and that actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material).

You understand that, in arranging the Credit Facility, we may use and rely on the Information and Projections without independent verification thereof. You agree (and, prior to the Closing Date, agree to use your commercially reasonable efforts to cause the Companies) to supplement the Information and Projections from time to time until the Closing Date so that the representations and warranties in this paragraph remain true and correct in all material respects at all times through the Closing Date, as if the Information and Projections were being furnished, and such representation and warranty were being made, at such time or on such date, and any such supplementation provided to us prior to the Closing Date shall cure any breach of such representations. Notwithstanding anything herein to the contrary contained in this Commitment Letter or the Fee Letter, none of the making of any representation under this **Section 3**, the provision of any supplement thereto, or the accuracy of any such representation or supplement shall constitute a condition precedent to the funding of the Credit Facility on the Closing Date.

You hereby agree that, prior to the Closing Date (or, if earlier, the date on which this Commitment Letter terminates or is terminated in accordance with its terms), there shall be no competing issues, offerings or placements of debt securities or commercial bank or other credit facilities by or on behalf of you, and you will use commercially reasonable efforts to ensure that there are no competing issues, offerings or placements of debt securities or commercial bank or other credit facilities by or on behalf of the Acquired Business (other than (i) indebtedness permitted to be incurred or remain outstanding pursuant to the Merger Agreement and (ii) other indebtedness incurred in the ordinary course of business of the Acquired Business for capital expenditures and working capital purposes (the "***Permitted Surviving Debt***")), without the consent of the Initial Lender.

4. Fee Letter.

As consideration for our commitments hereunder and undertakings to perform the services described herein, you agree to pay (or cause to be paid) the fees set forth in the Fee Letter, if and to the extent payable in accordance with the terms thereof. The terms of the Fee Letter are an integral part of the commitments and undertakings of the Commitment Party hereunder. Each of the fees described in the Fee Letter shall be fully earned and nonrefundable when paid, except as expressly set forth therein.

5. Confidentiality.

By accepting delivery of this Commitment Letter, you agree that neither this Commitment Letter nor the Fee Letter, nor any of the terms and conditions set forth or referred to herein or therein, shall under any circumstances be disclosed by any of the Companies or their respective agents, affiliates, representatives or advisors, directly or indirectly, to any other financial institution that is considering providing debt financing to you or any of the Companies. You further agree that this Commitment Letter and the Fee Letter and the contents hereof and thereof are for your confidential use only and that neither their existence nor any of the terms thereof will be disclosed by you or any of your affiliates to any other person or entity without our prior written consent other than (a) to your officers, directors, employees, accountants, attorneys, consultants and other advisors, controlling persons and equityholders, and (b) as otherwise required by applicable law or compulsory legal process or as requested by any governmental authority or regulatory agency purporting to have jurisdiction over you or any of the Companies (in which case you agree to inform us promptly thereof prior to such disclosure unless prohibited by applicable law); ***provided***, ***however***, it is understood and agreed that you may disclose

(i) this Commitment Letter (including the Term Sheet) and the Fee Letter, in each case, on a confidential basis to the Target, its equityholders and board of directors and its and their respective officers, directors, employees, accountants, attorneys, consultants and other experts, agents and advisors in connection with their consideration of the Acquisition Transactions,

(ii) this Commitment Letter and the Fee Letter, and the contents hereof and thereof, to the extent reasonably necessary or advisable in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or the Fee Letter,

(iii) after your acceptance of this Commitment Letter and the Fee Letter, this Commitment Letter in filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges,

(iv) disclose the Term Sheet and its contents (but not the Fee Letter or the contents thereof, other than the existence thereof and the aggregate amount of fees payable thereunder as part of projections, pro forma information and a generic disclosure of aggregate sources and uses to the extent customary in marketing materials and other disclosures) in any information or marketing materials in connection with the Credit Facility that are utilized in accordance with the terms of this Commitment Letter or in connection with any public or regulatory filing requirement relating to the Acquisition Transactions and

(v) if applicable, the information contained in the Term Sheet to any ratings agency.

In addition, following your acceptance of the provisions hereof and return of an executed counterpart of this Commitment Letter and the Fee Letter to us as provided below, you may make public disclosure of the existence and amount of the Commitment Party's commitment hereunder and Blue Torch's identity as administrative agent and collateral agent for the Credit Facility.

All non-public information furnished by the Companies to us shall be for the confidential use of the Commitment Party, its affiliates that are involved in the Acquisition Transactions and any other prospective Lenders, and each of their respective officers, directors, employees, attorneys and other advisors, in accordance with our customary procedures for handling confidential information and for disseminating such information to prospective lenders; ***provided***, ***however***, that nothing herein will prevent us from disclosing any such information

(a) pursuant to the order of any court or administrative agency or in any pending legal or administrative proceeding, or otherwise as required by applicable law or compulsory legal process (in which case such person agrees to inform you promptly thereof to the extent practical and not prohibited by applicable law, rule or regulation (except in connection with any request as part of a regulatory examination or other regulatory audit or investigation)),

(b) upon the request or demand of any regulatory (or self-regulatory) authority purporting to have jurisdiction over such person or any of its affiliates (in which case such person agrees (except in connection with any request as part of a regulatory examination or other regulatory audit or investigation) to inform you promptly thereof to the extent practical and not prohibited by applicable law, rule or regulation or such regulatory authority),

(c) to the extent that such information is publicly available or becomes publicly available other than by reason of improper disclosure by such person,

(d) to such person's affiliates and their respective officers, directors, partners, members, employees, legal counsel, independent auditors and other experts or agents who need to know such information and on a confidential basis,

(e) to potential and prospective Lenders, participants and any direct or indirect contractual counterparties to any swap or derivative transaction relating to the Borrower or its obligations under the Credit Facility, in each case, who are advised of the confidential nature of such information and who agree or otherwise acknowledge that such information is being disseminated on a confidential basis on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you,

(f) received by such person on a non-confidential basis from a source (other than you, the Target or any of your or its affiliates, advisors, members, directors, employees, agents or other representatives) not known by such person to be prohibited from disclosing such information to such person by a legal, contractual or fiduciary obligation,

(g) to the extent that such information was already in the Commitment Party's possession or is independently developed by the Commitment Party or

(h) for purposes of establishing a "due diligence" defense or to the extent reasonably necessary or advisable in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter and/or the Fee Letter.

Our obligations under this provision shall remain in effect until the earlier of (i) two years from the date hereof and (ii) the date the Credit Documentation is entered into, at which time any confidentiality undertaking in the Credit Documentation shall supersede this provision. In addition, with your prior consent, we shall be permitted to place advertisements in financial and other newspapers and periodicals or on a home page or similar place for dissemination of information on the Internet and circulate similar promotional materials after the Closing Date in the form of a "tombstone" or otherwise describing the names of you and your affiliates (or any of them), and the amount, type and closing date of the Credit Facility. Each party hereto shall have the right to review and approve in advance any public announcement, public filing, public materials, press releases, advertisements and other public disclosures with respect to the Acquisition Transactions. You acknowledge and agree that we may share certain information relating to transactions contemplated hereby with standard industry database companies in accordance with customary industry practice and in marketing, press releases or other transactional announcements or updates provided to investor or trade publications with your prior consent (not to be unreasonably withheld).

6. Sharing of Information; Absence of Fiduciary Relationship.

You agree that the Commitment Party and its affiliates may be requested by you or the Companies or your or their respective affiliates to provide additional services to such parties. In connection therewith, we are authorized to share information with our affiliates and such affiliates are authorized to share information with us, in each case, subject to the same confidentiality limitations set forth in this Commitment Letter. Compensation for any such services will be agreed upon independently of this Commitment Letter. Nothing in this Commitment Letter is intended to obligate or commit the Commitment Party or any of its affiliates to provide any services, or any party to accept any services, other than as set forth herein. In addition, nothing contained herein shall limit or preclude us or any of our affiliates from carrying on any business with, providing banking or other financial services to, or from participating in any capacity, including as an equity investor, in any party whatsoever, including, without limitation, any competitor, supplier or customer of you, the Target, the equityholders of the Target, or any of your or their respective affiliates, or any other party that may have interests different than or adverse to such parties. You acknowledge that the Commitment Party and its affiliates (the term "***Commitment Party***" as used in this paragraph being understood to include the Commitment Party and all such affiliates)

(i) may be providing debt financing, equity capital or other services (including financial advisory services) to other entities and persons with which you, the Target, the equityholders of the Target, or your or their respective affiliates may have conflicting interests regarding the Acquisition Transactions and otherwise,

(ii) may act, without violation of its contractual obligations to you, as it deems appropriate with respect to such other entities or persons, and

(iii) have no obligation in connection with the Acquisition Transactions to use, or to furnish to you, the Target, the equityholders of the Target or your or their respective affiliates or subsidiaries, confidential information obtained from other entities or persons.

We may have economic interests that conflict with your interests, those of your equityholders and/or those of your affiliates. You agree that the Commitment Party will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between us and you, your equityholders or your affiliates. In connection with all aspects of the Acquisition Transactions, you acknowledge and agree that:

(i) the Credit Facility and any related arranging or other services described in this Commitment Letter are arm's-length commercial transactions between you and your affiliates, on the one hand, and us, on the other hand, and you are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the Acquisition Transactions,

(ii) in connection with the process leading to the Acquisition Transactions, the Commitment Party is and has been acting solely as a principal and not as a financial advisor, agent or fiduciary, for you or any of your affiliates, equityholders, directors, officers, employees, creditors or any other party,

(iii) the Commitment Party has not assumed nor will it assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to the Acquisition Transactions or the process leading thereto (irrespective of whether the Commitment Party has advised or is currently advising you or your affiliates on other matters), and the Commitment Party has no obligation to you or your affiliates with respect to the Acquisition Transactions except those obligations expressly set forth herein,

(iv) we and our affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and your affiliates and the Commitment Party shall not have any obligation to disclose any of such interests or information obtained or acquired in the course of providing such services, and

(v) we have not provided any legal, accounting, regulatory or tax advice with respect to any aspect of the Acquisition Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate.

You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against the Commitment Party and their respective affiliates with respect to any breach or alleged breach of fiduciary duty and agree that the Commitment Party shall have no liability (whether direct or indirect) to you in respect of such fiduciary duty claim or to any person asserting a fiduciary duty on behalf of or in right of you, including your equity holders, employees or creditors, in each case in connection with the transactions contemplated by this Commitment Letter.

7. Indemnification; Expenses.

By executing this Commitment Letter, you agree to indemnify and hold harmless the Commitment Party, each of its affiliates and each of its and their respective officers, directors, partners, members, shareholders, employees, affiliates, advisors, agents and controlling persons (each, an "***Indemnified Party***") from and against any and all losses, claims, damages, liabilities and expenses, joint or several, to which any Indemnified Party may become subject or that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of any aspect of the Acquisition Transactions and/or any of the other transactions contemplated thereby, this Commitment Letter, the Fee Letter, the Credit Facility, any use made or proposed to be made with the proceeds thereof, any agreement, document, instrument, or transaction related thereto, or any claim, litigation, investigation or proceeding relating to any of the foregoing (any of the foregoing, a "***Proceeding***"), regardless of whether an Indemnified Party is a party thereto or whether brought by or against you or any other person, and to reimburse each Indemnified Party within thirty (30) days after written demand for any reasonable and documented or invoiced out-of-pocket legal or other expenses incurred in connection with investigating or defending any of the foregoing, but limited, in the case of legal fees and expenses, to the reasonable and documented or invoiced out-of-pocket legal fees and expenses of (x) one firm of counsel for all Indemnified Parties, taken as a whole, (y) if reasonably necessary, one local firm of counsel for all Indemnified Parties, taken as a whole, in each relevant jurisdiction and in each relevant specialty, and (z) solely in the case of an actual or perceived conflict of interest where the Indemnified Party affected by such conflict notifies you of the existence of such conflict and thereafter retains its own counsel, one other firm of counsel for such affected Indemnified Party (and if reasonably necessary, one local firm of counsel for such affected Indemnified Party in each relevant jurisdiction and in each relevant specialty); ***provided*** that the foregoing indemnity will not, as to any Indemnified Party, apply to losses, claims, damages, liabilities or related expenses to the extent (i) they are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (A) the bad faith, willful misconduct or gross negligence of such Indemnified Party, or (B) a material breach of the obligations of such Indemnified Party to you under this Commitment Letter, the Fee Letter or the Credit Documentation or (ii) arise out of any Proceeding that does not involve an act or omission by you or any of your affiliates and that is brought by an Indemnified Party against any other Indemnified Party (other than a Proceeding that is brought by an Indemnified Party against the Agent in its capacity as such, in which case, such indemnity shall apply with respect to the Agent to the extent otherwise applicable pursuant to the foregoing).

Promptly after receipt by an Indemnified Party of notice of any claim or the commencement of any Proceeding to which an Indemnified Party may be entitled to indemnity hereunder, such Indemnified Party shall notify you in writing of such claim or Proceeding, and you shall assume the defense of such claim or Proceeding on behalf of such Indemnified Party and shall employ counsel reasonably satisfactory to the Indemnified Party and shall pay the fees and expenses of such counsel as incurred (subject to the provisions of this Section 7).

In the case of a Proceeding to which the indemnity in this section applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your equityholders, affiliates or creditors, or an Indemnified Party, and whether or not any aspect of the Acquisition Transactions is consummated. In no event shall Holdings, the Borrower, the Acquired Business, the Commitment Party or any other Indemnified Party or any affiliate of the foregoing be liable under this Commitment Letter, the Fee Letter or the Credit Documentation or in respect of any act, omission or event relating to the transactions contemplated hereby or thereby, on any theory of liability, for any special, indirect, consequential or punitive damages; ***provided*** that this sentence shall not limit your indemnification obligations set forth above to the extent that such indirect, special, punitive or consequential damages are included in any claim by an unaffiliated third party in connection with which such Indemnified Party is otherwise entitled to indemnification hereunder. Notwithstanding any other provision of this Commitment Letter, no Indemnified Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct or actual damages resulting from the bad faith, willful misconduct or gross negligence of such Indemnified Party as determined by a final, non-appealable judgment of a court of competent jurisdiction.

You shall not be liable for any settlement of any Proceeding effected without your written consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with your written consent or if there is a final and non-appealable judgment by a court of competent jurisdiction in any such Proceeding, you agree to indemnify and hold harmless each Indemnified Party from and against any and all losses, claims, damages, liabilities and reasonable and documented legal or other out-of-pocket expenses by reason of such settlement or judgment in accordance with and to the extent provided in the other provisions of this **Section 7**. If the indemnifying party has reimbursed any Indemnified Party for any legal or other expenses in accordance with such request and there is a final and non-appealable determination by a court of competent jurisdiction that the Indemnified Party was not entitled to indemnification or contribution rights with respect to such payment pursuant to this **Section 7**, then such Indemnified Party shall promptly refund such amount.

You shall not, without the prior written consent of each Indemnified Party affected thereby (which consent shall not be unreasonably withheld, conditioned or delayed), settle any threatened or pending claim or action that would give rise to the right of any Indemnified Party to claim indemnification hereunder unless such settlement (a) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Party, (b) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of any Indemnified Party, and (c) contains customary confidentiality provisions with respect to the terms of such settlement.

In addition, you agree to reimburse (or cause the Borrower to reimburse) the Agent and the Initial Lender on the Closing Date upon presentation of an invoice in the form of a reasonably detailed summary statement (to the extent an invoice is received at least three (3) business days prior to the Closing Date or, if invoiced after such time, within thirty (30) days after written demand therefor) for all reasonable and documented or invoiced out-of-pocket expenses (including, but not limited to, expenses of the Commitment Party's due diligence investigation (including consultants' or other professionals' fees), syndication expenses, travel expenses and reasonable fees, disbursements and other charges of counsel (limited, in the case of legal fees and expenses, to the reasonable and documented or invoiced out-of-pocket legal fees and expenses of (x) one firm of counsel to the Agent and (y) if reasonably necessary, one local firm of counsel for the Agent and the Lenders (to be retained by the Agent), taken as a whole, in each relevant jurisdiction and in each relevant specialty)) incurred in connection with the Acquisition Transactions and the preparation, negotiation and enforcement of this Commitment Letter, the Fee Letter and the Credit Documentation.

8. Governing Law; Venue and Jurisdiction; Waiver of Jury Trial.

This Commitment Letter and the Fee Letter, and any claim, controversy or dispute arising under or related thereto, shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), without reference to any other conflicts or choice of law principles thereof; *provided* that it is understood and agreed that

(a) the interpretation of the definition of "Company Material Adverse Effect" (as defined in the Merger Agreement) and whether or not a "Company Material Adverse Effect" (as defined in the Merger Agreement) has occurred,

(b) the determination of a breach of any Specified Merger Agreement Representation (or a failure of any such representation to be true and correct) and whether as a result of any inaccuracy thereof you have the right to terminate your obligations under the Merger Agreement or not consummate the transactions thereunder, and

(c) the determination of whether the Merger has been consummated in accordance with the terms of the Merger Agreement, in each case, shall be governed by, and construed in accordance with, the governing law of the Merger Agreement, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

The parties hereto hereby agree that any suit or proceeding arising in respect of this Commitment Letter or the Fee Letter or any of the matters contemplated hereby or thereby shall be tried exclusively in the U.S. District Court for the Southern District of New York or, if such court does not have subject matter jurisdiction, in any state court located in the Borough of Manhattan, and the parties hereto hereby agree to submit to the exclusive jurisdiction of, and venue in, such court. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to you or us will be effective service of process against such party for any action or proceeding relating to any such dispute. The parties hereto irrevocably and unconditionally waive any objection to venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding may be enforced in any other courts with jurisdiction over you or us. **EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS COMMITMENT LETTER OR THE FEE LETTER OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

9. Survival.

The provisions of this Commitment Letter relating to confidentiality, compensation, indemnity, survival, sharing of information and other services, absence of fiduciary duty, governing law, submission to jurisdiction, waiver of jury trial, assignments and amendments and trust waiver shall remain in full force and effect regardless of whether any Credit Documentation shall be executed and delivered, and notwithstanding the termination of this Commitment Letter or any commitment or undertaking hereunder; ***provided***, ***however***, that (i) you shall be deemed released of your indemnification obligations hereunder upon the execution and delivery of the Credit Documentation by you and the initial extension of credit thereunder to the extent such obligations are covered thereby, and (ii) your obligations under this Commitment Letter (other than your obligations with respect to confidentiality of the Fee Letter and the contents thereof) shall, to the extent covered by the Credit Documentation, automatically terminate and be superseded by the corresponding provisions of the Credit Documentation upon the effectiveness thereof, and you shall automatically be released from obligations hereunder in respect thereof at such time.

10. Assignability; Amendments; Counterparts.

This Commitment Letter and the commitments hereunder shall not be assignable by any party hereto (other than by you to the Borrower under the Credit Facility; provided that such Borrower is (i) an entity organized under the laws of the United States or any state thereof and (ii) a wholly-owned direct subsidiary of Holdings) without the prior written consent of each other party hereto (such consent not to be unreasonably withheld or delayed) (and any attempted assignment without such consent shall be null and void).

Neither this Commitment Letter nor the Fee Letter may be amended or any provision hereof or thereof waived or modified except by an instrument in writing signed by you and us. This Commitment Letter and the Fee Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter or the Fee Letter by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart thereof. The words "execution," "signed," "signature" and words of like import in this Commitment Letter relating to the execution and delivery of this Commitment Letter shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Commitment Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (other than the Indemnified Parties). By executing this Commitment Letter, you acknowledge that this Commitment Letter and the Fee Letter are the only agreements between you and us with respect to the Credit Facility and set forth the entire understanding of the parties with respect to the subject matter thereof.

Each of the parties hereto agrees that (a) this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement by the parties hereto to negotiate the Credit Documentation in good faith in a manner consistent with this Commitment Letter and in accordance with the Funds Certain Provision and the Documentation Principles, it being acknowledged and agreed that the commitments provided hereunder are subject solely to the satisfaction (or waiver by the Initial Lender) of the conditions set forth on the Conditions Annex, and (b) the Fee Letter is a binding and enforceable agreement with respect to the subject matter contained therein, in each case of this Commitment Letter and the Fee Letter, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

11. Patriot Act.

We hereby notify you and the Companies that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001) (as amended from time to time, the "***Patriot Act***")) and 31 C.F.R. § 1010.230 (the "***Beneficial Ownership Regulation***"), we and each Lender may be required to obtain, verify and record information that identifies you and your affiliates (including the Companies), which information includes the name, address, tax identification number and other information that will allow us and each Lender to identify you, your affiliates and the Companies in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective as to us and each Lender. You agree that we shall be permitted to share any or all such information with the Lenders.

12. Trust Waiver.

Each of the Initial Commitment Party and the Initial Lender agrees that, notwithstanding any other provision contained in this Commitment Letter, none of the Initial Commitment Party, the Initial Lender or any of their respective affiliates now has, or shall at any time prior to the effectiveness of the Merger and the other Acquisition Transactions have, any claim to, or shall make any claim against, the Trust Fund (as defined in the Merger Agreement), regardless of whether such claim arises as a result of, in connection with or relating in any way to, the business relationship between the Initial Commitment Party, the Initial Lender and their respective affiliates on the one hand and Holdings on the other hand, this Commitment Letter, the Fee Letter, the Credit Documentation, the Merger Agreement or any other agreement or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to in this paragraph as the "***Claims***"). Notwithstanding any other provision contained in this Commitment Letter, each of the Initial Commitment Party and the Initial Lender hereby irrevocably waives any Claim it may have, now or in the future, and will not seek recourse against the Trust Fund (as defined in the Merger Agreement) for any reason whatsoever in respect thereof. In the event that the Initial Commitment Party, the Initial Lender or any of their respective affiliates commences any action or proceeding against or involving the Trust Fund (as defined in the Merger Agreement) in violation of the foregoing, Holdings shall be entitled to recover from such person the associated reasonable legal fees and costs in connection with any such action in the event Holdings prevails in such action or proceeding.

13. Acceptance and Termination.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms hereof by signing in the appropriate space below and returning to us this Commitment Letter and the Fee Letter (which may be by facsimile or electronic mail transmission), not later than 11:59 p.m., Eastern time, on February 4, 2022, at which time this Commitment Letter and the commitments and undertakings hereunder will (if not so accepted prior thereto) expire. Thereafter, the commitments and undertakings set forth in this Commitment Letter will terminate on the earliest of (a) August 8, 2022, (b) the termination of the Merger Agreement in accordance with its terms prior to the consummation of the Merger, (c) the closing of the Merger without the use of the Credit Facility, (d) the date on which the Credit Documentation is executed and the Credit Facility is funded, and (e) the date on which you provide written notice to the Commitment Party that you wish to terminate this Commitment Letter and the commitments hereunder.

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Blue Torch is pleased to have been given the opportunity to assist you in this important transaction.

Regards,

BLUE TORCH CAPITAL LP

By: */s/ Kevin Genda*
Name: Kevin Genda
Title: CEO

[Signature Page to PROJECT TREAT COMMITMENT LETTER]

Accepted and agreed to as of the date first above written:

CHW ACQUISITION CORPORATION

By: */s/ Jonah Raskas*
Name: Johan Raskas
Title: Co-CEO

[Signature Page to PROJECT TREAT COMMITMENT LETTER]

EXHIBIT A TO COMMITMENT LETTER

Summary of Terms and Conditions

Capitalized terms used but not defined herein shall have the meaning provided in the Commitment Letter to which this Summary of Terms and Conditions is attached.

BORROWER:	Initially, Merger Sub; and, upon consummation of the Merger, Wag Labs, Inc., a Delaware corporation (the "***Borrower***").
HOLDINGS:	CHW Acquisition Corporation, a Cayman Islands exempt company that will domesticate as a Delaware corporation prior to the Closing Date by consummation of the Domestication ("***Holdings***"). Upon consummation of the Merger, the Borrower will be a wholly-owned direct subsidiary of Holdings.
GUARANTORS:	The Credit Facility (as defined below) will be jointly and severally guaranteed by Holdings, the Borrower and each existing and future direct and indirect subsidiary of the Borrower (together with Holdings, collectively, the "***Guarantors***") (provided that the Guarantors shall not include, among others to be agreed in the Credit Documentation (subject to the Documentation Principles), (a) immaterial subsidiaries (to be defined in a mutually acceptable manner by reference to individual and aggregate revenues and/or assets excluded) that is formed or acquired after the Closing Date, (b) [reserved], (c) any subsidiary that is prohibited by applicable law, rule or regulation or by any contractual obligation existing on the Closing Date or on the date any such subsidiary is acquired (so long as such prohibition is not incurred in contemplation of such acquisition) from guaranteeing the Credit Facility or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless such consent, approval, license or authorization has been received, or is not received after commercially reasonable efforts to obtain the same, which efforts may be requested by the Agent, or for which the provision of a guarantee would result in material adverse tax consequences (including, for the avoidance of doubt, any tax consequences under Section 956 of the Internal Revenue Code of 1986 (as amended, the "***Code***")) to Holdings and its subsidiaries, as reasonably determined by the Borrower in consultation with the Agent; provided that, prior to and upon formation or acquisition of any non-U.S. subsidiary or FSHCO, Holdings and its subsidiaries shall use commercially reasonable efforts to mitigate or eliminate any adverse tax consequences under Section 956 of the Code that would result from the provision of guarantee by any such entity;

	(d) any direct or indirect U.S. subsidiary of a direct or indirect non-U.S. subsidiary of the Borrower that is a "controlled foreign corporation" within the meaning of Section 957 of Code (a "***CFC***") and any direct or indirect U.S. subsidiary of the Borrower substantially all of the assets of which consist directly or indirectly of equity interests and/or indebtedness of one or more direct or indirect non-U.S. subsidiaries that are CFCs (any such entity, a "***FSHCO***"); provided, that no CFC or FSHCO shall be excluded if the provision of a guarantee by such CFC or FSHCO would not result in material adverse tax consequences (including, for the avoidance of doubt, any tax consequences under Section 956 of the Code) to Holdings and its subsidiaries, as reasonably determined by the Borrower in consultation with the Agent; and (e) any subsidiary acquired pursuant to a Permitted Acquisition (defined below) permitted by the Credit Documentation that has incurred secured indebtedness not incurred in contemplation of such Permitted Acquisition and any subsidiary thereof that guarantees such secured indebtedness, in each case, to the extent such secured indebtedness prohibits such subsidiary from becoming a Guarantor). In addition, subject to the Documentation Principles, certain foreign immaterial subsidiaries of the Borrower that are formed or acquired after the Closing Date may be excluded from the requirement to provide guarantees of the Credit Facility to the extent that the burden, cost, difficulty or consequence of providing a guarantee (for the avoidance of doubt, such burden, cost, difficulty or consequence shall include any tax consequences under Section 956 of the Code) outweighs the benefit afforded thereby (or such guarantee requirements may otherwise be limited) as reasonably agreed by the Borrower and the Agent; provided that, prior to and upon formation or acquisition of any non-U.S. subsidiary or FSHCO, Holdings and its subsidiaries shall use commercially reasonable efforts to mitigate or eliminate any adverse tax consequences under Section 956 of the Code that would result from the provision of guarantee by any such entity. All guarantees will be guarantees of payment and not of collection. The Borrower and the Guarantors are collectively referred to herein as the "***Credit Parties***" and each individually as a "***Credit Party***". Any transaction that causes a wholly-owned subsidiary to cease to be a Guarantor because it is no longer wholly-owned (other than a bona-fide disposition of all of the equity interests of subsidiaries in an arms' length third-party transaction) shall be deemed to be an investment in such non-wholly owned subsidiary.

<table>
<tr><td>ADMINISTRATIVE AGENT:</td><td>Blue Torch shall act as administrative agent and collateral agent (in such capacity, the "Agent") for the Credit Facility.</td></tr>
<tr><td></td><td></td></tr>
<tr><td>LENDERS:</td><td>Blue Torch as the initial lender (in such capacity, the "Initial Lender") and such other financial institutions (excluding any Disqualified Lender (to be defined in the Credit Documentation, subject to the Documentation Principles) as may from time to time provide a commitment in respect of, or hold an outstanding loan under, the Credit Facility (together with the Initial Lender, collectively, the "Lenders").</td></tr>
<tr><td></td><td></td></tr>
<tr><td>CREDIT FACILITY:</td><td>Senior secured financing in the form of a senior secured first lien term loan facility (the "Credit Facility") in an aggregate principal amount of $30.0 million.</td></tr>
<tr><td></td><td></td></tr>
<tr><td>AVAILABLE CURRENCY:</td><td>The Credit Facility will be available in United States dollars.</td></tr>
<tr><td></td><td></td></tr>
<tr><td>AVAILABILITY:</td><td>The Credit Facility will be available only in a single draw on the Closing Date.</td></tr>
<tr><td></td><td></td></tr>
<tr><td>MATURITY:</td><td>Three (3) years after the Closing Date (the "Maturity Date").</td></tr>
<tr><td></td><td></td></tr>
<tr><td>AMORTIZATION:</td><td>The Credit Facility will be subject to quarterly amortization of principal on the last day of each fiscal quarter (beginning on the last day of the first full fiscal quarter ending after the Closing Date) in accordance with the following schedule (in each case, subject to reduction by the application of prepayments as described below):
<table>
<tr><th>AMORTIZATION PAYMENT DATE:</th><th>AMORTIZATION PAYMENT AMOUNT:</th></tr>
<tr><td>On or prior to the first anniversary of the Closing Date:</td><td>0.50% of the aggregate principal amount of the Credit Facility for each such amortization payment (i.e., 2.0% per annum)</td></tr>
<tr><td>After the first anniversary of the Closing Date and on or prior to the second anniversary of the Closing Date:</td><td>0.75% of the aggregate principal amount of the Credit Facility for each such amortization payment (i.e., 3.0% per annum)</td></tr>
<tr><td>After the second anniversary of the Closing Date and on or prior to the Maturity Date:</td><td>1.25% of the aggregate principal amount of the Credit Facility for each such amortization payment (i.e., 5.0% per annum)</td></tr>
</table>
In any event, the outstanding principal amount of the Credit Facility shall be due in full in cash on the Maturity Date.</td></tr>
<tr><td></td><td></td></tr>
<tr><td>USE OF PROCEEDS:</td><td>To provide funds (a) on the Closing Date, for the financing, in part, of (i) the Merger, (ii) the Refinancing and (iii) the payment of all fees, costs and expenses associated with the Acquisition Transactions, and (b) thereafter, for working capital and other general corporate purposes of the Borrower and its subsidiaries.</td></tr>
</table>

CLOSING DATE:	The date of the execution and delivery of definitive loan documentation for the Credit Facility (the "***Credit Documentation***"), the satisfaction (or waiver by the Initial Lender) of all conditions precedent (subject to the Funds Certain Provision) set forth on the Conditions Annex and the funding of the Credit Facility (the "***Closing Date***").
SECURITY:	The Borrower and each of the Guarantors shall grant to the Agent, for the ratable benefit of the Lenders, valid and perfected first priority (subject to the Funds Certain Provision and the Documentation Principles) liens and security interests in all of the following (collectively, the "***Collateral***"): (a) All present and future shares of capital stock of (or other ownership or profit interests in) each of the Borrower's and Guarantors' present and future domestic and foreign subsidiaries (limited, in the case of each entity that is a "controlled foreign corporation" under Section 957 of the Code, to a pledge of 65% of the voting capital stock (and 100% of the non-voting capital stock) of each such foreign subsidiary to the extent the pledge of any greater percentage would result in adverse tax consequences to Holdings or its subsidiaries, as reasonably determined by the Borrower in consultation with the Agent), including, without limitation, all of the equity interests in the Borrower owned by Holdings.
	(b) All of the present and future property and assets, real and personal, tangible and intangible, of the Borrower and each Guarantor, including, but not limited to, machinery and equipment, inventory and other goods, accounts receivable, owned real estate, fixtures, bank accounts, general intangibles, financial assets, investment property, license rights, patents, trademarks, tradenames, copyrights, chattel paper, insurance proceeds, contract rights, commercial tort claims, hedge agreements, documents, instruments, indemnification rights, tax refunds and cash.
	(c) All proceeds and products of the property and assets described in **clauses (a)** and **(b)** above. The Collateral shall ratably secure, on a first priority basis, the relevant Credit Party's obligations in respect of the Credit Facility subject to the Funds Certain Provision.

	Notwithstanding anything to the contrary: (i) except to the extent that any foreign subsidiary of the Borrower provides a guarantee of the Credit Facility (in which case, any requirement for such foreign subsidiary to provide security in respect of the Credit Facility shall be reasonably agreed by the Borrower and the Agent), no actions in any non-U.S. jurisdiction shall be required in order to create or perfect any security interests in any immaterial assets located or titled outside of the U.S.; (ii) the Credit Parties shall not be required to enter into an assignment agreement, collateral assignment agreement or other similar security agreement with respect to their rights under or with respect to the Merger Agreement or any other Ancillary Agreement (as defined in the Merger Agreement), the definitive documentation for any Permitted Acquisition or other permitted Investment, any representation and warranty policy or any business interruption insurance policy (provided that the rights and interests of the Credit Parties thereunder shall not be excluded from the general grant of security interests in Collateral under Article 9 of the Uniform Commercial Code); (iii) [reserved]; and (iv) the Credit Parties shall use commercially reasonable efforts to obtain a landlord waiver or other similar agreement for the Borrower's headquarters, chief executive office or principal place of business (as applicable) (it being understood and agreed that such agreement shall be provided on a post-closing basis within a mutually acceptable period after the Closing Date). In each applicable instance in this section, materiality shall be determined in a manner to be mutually agreed in accordance with the Documentation Principles.
	Notwithstanding the foregoing, the term "Collateral" shall not include, and the grant of a security interest as provided hereunder shall not extend to, the following: (a) any leasehold interest in real property and any fee-owned real property with a fair market value of less than an amount to be agreed; (b) motor vehicles and all other assets subject to certificates of title; (c) commercial tort claims and letter of credit rights with a value below a threshold to be mutually agreed upon (other than, in each case of this **clause (c)**, to the extent such rights can be perfected by the filing of a Uniform Commercial Code financing statement); (d) margin stock and, to the extent not permitted by the terms of such person's organizational or joint venture documents after giving effect to applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law, equity interests in joint ventures;

	(e)	any contract, lease, license, permit, authorization or other agreement to the extent the grant of a security interest therein would (A) violate or invalidate such agreement or (B) create a right of termination in favor of any other party thereto (other than a Credit Party), in each case to the extent such provision is (x) not rendered ineffective pursuant to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law notwithstanding such prohibition and (y) not created in contemplation of the grant hereunder; ***provided*** that such exclusion shall not be construed so as to limit, impair or otherwise affect the Agent's security interest in or to monies due or to become due under such any contract, lease, license, permit, authorization or other agreement;
	(f)	the equity interests in excess of 65% of the voting equity interests (and 100% of the non-voting equity interest) of each subsidiary that is a CFC or FSHCO, to the extent the pledge of any greater percentage would result in adverse tax consequences to Holdings and its subsidiaries, as reasonably determined by the Borrower in consultation with the Agent;
	(g)	any contract, lease, license, permit, authorization or any other asset, the granting of a security interest in which would be prohibited by any permitted contractual obligation binding on such asset, or restricted by applicable law, rule, regulation, or pursuant thereto would result in, or permit the termination of such asset (including any requirement to obtain the consent or approval of any governmental authority or third party), except to the extent such prohibition is (x) rendered ineffective under the Uniform Commercial Code or other applicable law and (y) not created in contemplation of the grant hereunder;
	(h)	any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law;
	(i)	any property or asset subject to a purchase money security interest, capital lease or similar financing arrangement permitted under the loan documentation to the extent that the grant of other liens on such asset (A) would invalidate or result in a breach or violation of, or constitute a default under, the agreement or instrument governing such purchase money arrangement or capital lease, (B) would result in the loss of use of such asset or (C) would create a right of termination in favor of any other party thereto (other than Holdings or any of its subsidiaries), in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law;

	(j) any property or asset the grant or perfection of a security interest in which would require governmental consent or approval so long as such consent or approval has not been obtained; (k) any other asset for which the Agent and the Borrower reasonably agree that the cost of obtaining a security interest (for the avoidance of doubt, such cost shall include any tax consequences under Section 956 of the Code) to Holdings and its subsidiaries is excessive in relation to the value of the security afforded thereby or obtaining such security interest is not practical; (l) any assets to the extent a security interest in such assets in favor of the Agent could reasonably be expected to result in material adverse tax consequences (including, for the avoidance of doubt, any tax consequences under Section 956 of the Code) to Holdings and its subsidiaries as reasonably determined by the Borrower in consultation with the Agent; (m) segregated deposit accounts used only for payroll, payroll taxes, healthcare and other employee wage and benefit payments, trust accounts, tax accounts (including sales tax accounts), escrow defeasance and redemption accounts, fiduciary and trust accounts, deposit accounts holding cash collateral or other deposits that constitute permitted liens, zero balance accounts and other deposit accounts with an aggregate average monthly balance of less than an amount to be agreed; and (n) other assets to be mutually agreed upon by the Borrower and Agent.
VOLUNTARY PREPAYMENTS:	The Borrower may voluntarily prepay all or any part of the Credit Facility, subject to concurrent payments of any applicable LIBOR breakage costs in the case of a prepayment of a LIBOR loan on any day other than the last day of the applicable interest period and subject to the following paragraph. Any voluntary prepayment of the Credit Facility shall be applied to reduce subsequent amortization payments as directed by the Borrower. In connection with any voluntary prepayment of the Credit Facility or any mandatory prepayment of the Credit Facility with the proceeds of non-permitted debt, asset sale and insurance proceeds, the Borrower shall pay to the Agent for the account of the applicable Lenders a prepayment premium in accordance with the following schedule:

PREPAYMENT DATE:	**PREPAYMENT PREMIUM:**
On or prior to the first anniversary of the Closing Date:	Interest make-whole through the first anniversary of the Closing Date (fixed at the rate in effect on the date of such prepayment), plus 3.0% of the principal amount of such prepayment
After the first anniversary of the Closing Date and on or prior to the second anniversary of the Closing Date:	2.0% of the principal amount of such prepayment
After the second anniversary of the Closing Date and on or prior to the Maturity Date:	0%

MANDATORY PREPAYMENTS:	In addition to regularly scheduled amortization payments in respect of the Credit Facility, the Borrower will be required to prepay the Credit Facility in an aggregate amount equal to 100% of the net cash proceeds received by Holdings or any subsidiary in respect of any of the following events (in each case, subject to the Documentation Principles): (A) any non-ordinary course sale or other disposition of any assets of Holdings or any of its subsidiaries (including proceeds from the sale of equity securities of any subsidiary of the Borrower) in excess of a threshold to be agreed for each such sale or disposition and a threshold to be agreed for all such sales and dispositions during a single fiscal year (with only the amount of net cash proceeds in excess of both of such thresholds being required to prepay the Credit Facility), net of amounts reinvested in the Credit Parties' business within 120 days of receipt (or committed to be reinvested within 120 days of receipt and actually reinvested within 90 days thereafter), (B) any issuance or incurrence of debt securities and/or indebtedness for borrowed money by Holdings or any of its subsidiaries after the Closing Date (other than indebtedness permitted by the Credit Documentation), and (C) insurance proceeds (including business interruption insurance proceeds) from casualty or condemnation events, net of amounts reinvested in the Credit Parties' business within 180 days of receipt (or committed to be reinvested within 180 days of receipt and actually reinvested within 90 days thereafter), Any mandatory prepayment of the Credit Facility shall be applied to reduce subsequent amortization payments in reverse order of maturity.

DOCUMENTATION PRINCIPLES:	The Credit Documentation shall be based upon the Agent's form of financing agreement, shall be drafted initially by counsel to the Agent, shall be negotiated in good faith to finalize the Credit Documentation, giving effect to the Funds Certain Provision, as promptly as practicable after the acceptance of the Commitment Letter, provided that the Credit Documentation shall contain the terms and conditions set forth in this Term Sheet and, to the extent any terms are not set forth in this Term Sheet, shall be consistent with the terms set forth herein and otherwise usual and customary for transactions of this kind, shall reflect the operational and strategic requirements of the Borrower in light of its capital structure, size, industries, practices and operations (after giving effect to the consummation of the Acquisition Transactions) and shall contain such modifications as the Borrower and the Initial Lender shall mutually agree. The Credit Documentation (i) shall contain only those payments, fees, premiums, mandatory prepayments, representations, warranties, covenants and events of default expressly set forth in this Term Sheet, in each case, applicable to Holdings and its subsidiaries, with standards, qualifications, thresholds, exceptions, "baskets", and grace and cure periods consistent with the Documentation Principles, (ii) shall not contain any conditions to the funding of the Credit Facility on the Closing Date other than the conditions set forth on the Conditions Annex, (iii) shall give due regard to the Projections, matters disclosed in the Merger Agreement and the proposed business plan, (iv) shall take into account current market conditions as reasonably and mutually agreed, (v) shall reflect operational, agency, assignment and related provisions not specifically set forth in this Term Sheet and not in contravention of anything specifically set forth in this Term Sheet that are reasonably required by Blue Torch acting as Agent and (vi) shall include customary EU Bail-In provisions, lender ERISA provisions, certification of beneficial ownership provisions and LIBOR replacement provisions (collectively, the "***Documentation Principles***").

REPRESENTATIONS & WARRANTIES:	Limited to the following (subject to the Documentation Principles and the Funds Certain Provision and to be made after giving effect to the consummation of the Acquisition Transactions on the Closing Date): corporate existence, status, power and authority; due authorization; enforceability; accuracy of financial statements; no material adverse change; litigation; no violation of organizational documents, agreements or instruments; compliance with laws (including ERISA, environmental laws, FCPA and other anti-corruption laws, anti-money laundering laws, and Patriot Act, OFAC and other anti-terrorism laws); no required third party or governmental consents; no default; payment of taxes and other governmental obligations; ownership of properties and no liens other than permitted liens; solvency; insurance; employment and labor matters; environmental matters; regulated entities; validity/perfection of security interests in Collateral; status under Investment Company Act; intellectual property; no engagement in the corporate practice of veterinary medicine/care ("***CPOV***"); tax matters; capitalization, subsidiaries and corporate structure; nature of business; permits; use of proceeds not engaging in business of purchasing/carrying margin stock; material contracts (subject to a threshold to be agreed); beneficial ownership; accuracy of disclosure (to be substantially identical to the corresponding disclosure representation in the Commitment Letter); and senior debt status. Notwithstanding anything to the contrary contained herein, to the extent that any of the foregoing representations and warranties are qualified or subject to "material adverse effect" or words of similar import, the definition thereof shall be "Company Material Adverse Effect" as that term is defined in the Merger Agreement for purposes of any representations and warranties made or to be made on, or as of, the Closing Date.
AFFIRMATIVE AND NEGATIVE COVENANTS:	(A) <u>General Affirmative Covenants</u>: Limited to the following (subject to the Documentation Principles): compliance with laws and regulations (including, without limitation, ERISA, anti-corruption, anti-money laundering, anti-terrorism and environmental laws); payment of taxes and other governmental obligations; maintenance of appropriate and adequate insurance (including, without limitation, flood insurance for owned real properties constituting Collateral as required by applicable federal regulations); preservation of corporate existence, rights (charter and statutory), franchises, permits, licenses and approvals; visitation and inspection rights; keeping of proper books in accordance with generally accepted accounting principles; maintenance of properties; further assurances as to perfection and priority of security interests and delivery of collateral; use of proceeds; maintenance of obligations as senior debt; Federal Reserve Regulations; Investment Company Act of 1940; meetings with management reasonably requested by Agent; customary information reporting requirements (including without limitation, (i) notices of defaults, material litigation, material governmental proceedings or investigations, material environmental actions and liabilities, information related to a material contract (subject to a threshold to be agreed), disposition of equity interests / assets and material ERISA and tax events and liabilities, (ii) delivery of reports to other material debt creditors,

	(iii) notification of material changes in accounting or financial reporting practices, and (iv) delivery of such other business, financial and other information as the Agent or any Lender shall reasonably request); board observation rights (which will include the provision of a customary management rights letter in form and substance reasonably satisfactory to the Borrower and the Agent (the "***VCOC Letter***"); and customary post-closing obligations.
	(B) Financial Reporting Covenants: Limited to the following (subject to the Documentation Principles): (a) not later than 30 days following the end of each fiscal month, a monthly unaudited financial statement package that is substantially identical to the monthly financial reports provided by the Borrower to its board of directors (which shall also include a customary balance sheet, income statement and statement of cash flows prepared in accordance with GAAP in all material respects); (b) not later than 45 days following the end of each fiscal quarter, a quarterly unaudited financial statement package to include a balance sheet, income statement and statement of cash flows, showing the quarter-to-date and year-to-date financial performance of Holdings and its consolidated subsidiaries and, for any applicable quarter ending one year or more after the Closing Date, against the most recently delivered projections and against the same period for the prior year; (c) not later than 90 days following the end of each fiscal year of the Borrower, (i) audited financial statements, to be accompanied by a report and opinion of a third party accountant, which opinion shall be unqualified as to scope and shall not contain a going concern or like qualification or exception (other than a going concern or like qualification or exception with respect to (x) the impending maturity of any indebtedness, or (y) the inability to demonstrate pro forma or prospective financial covenant compliance or a prospective financial covenant breach), and

	(ii) any final management letter(s) issued by such accountant with respect to the audited financial statements; (d) not later than 45 days following the end of each fiscal year of the Borrower, projections for the upcoming fiscal year, prepared on at least a monthly basis; and (e) (i) on a monthly basis (or, if liquidity is less than $5.0 million, weekly) a 13-week cash flow forecast in form and substance reasonably satisfactory to the Agent (the "***13-Week Cash Flow***"), together with a comparison of actual weekly disbursements, receipts and liquidity against the previously delivered 13-Week Cash Flow; and (ii) no later than Wednesday of each calendar week, a customary liquidity "flash" report setting forth, among other things, the cash balances for the immediately preceding calendar week of the Credit Parties. Each of the financial statements referred to in **clauses (b)** and **(c)** above (and in the case of clause (i), (a), (b) and (c)) will be accompanied by (i) a compliance certificate executed by the Chief Financial Officer or another appropriate and authorized financial officer of the Borrower and (ii) a copy of a customary management's discussion and analysis with respect to such financial statements.
	(C) Negative Covenants: Limited to restrictions on the following (subject to the Documentation Principles): liens; debt; guarantees and other contingent obligations; mergers and consolidations; sales, transfers and other dispositions of property or assets; loans, acquisitions, joint ventures and other investments (with an exception, among others, for Permitted Acquisitions (as defined below)); dividends and other distributions to, and redemptions and repurchases from, equityholders; transactions with affiliates; limitations regarding CPOV; prepaying, redeeming or repurchasing unsecured debt, subordinated debt, junior lien debt and/or preferred equity; negative pledges and other burdensome agreements; use of proceeds to carry margin stock; violation of anti-terrorism laws, sanctions and anti-money laundering laws; changes in the nature of business; amending organizational documents; amending documentation related to unsecured debt, subordinated debt, junior lien debt and/or preferred equity; sale and leaseback transactions; changes in accounting policies (except as otherwise required by GAAP), reporting practices or fiscal year; designation of other senior debt; and a passive holding company covenant with respect to Holdings.

	Notwithstanding the foregoing, the Credit Documentation will permit the consummation of the Domestication, the Equity Transactions, the Merger and any and all other transactions contemplated by the Merger Agreement and the Ancillary Agreements (as defined in the Merger Agreement) (including any payments required to be made in connection therewith) prior to, on or after the Closing Date, in each case, in accordance with and to and the extent required by the terms of the Merger Agreement.
	(D) Permitted Acquisitions. The Credit Documentation will permit the Borrower and its subsidiaries to make acquisitions of all or substantially all of the assets of any person or any line of business, unit or division thereof, or of all or substantially all of the customer lists of any person or any line of business, unit or division thereof (including, for the avoidance of doubt, "tuck in" acquisitions), or of a majority of the equity interests of any person (each, a "***Permitted Acquisition***"), in each case, so long as (i) no event of default has occurred and is continuing under the Credit Documentation, (ii) with respect to any acquisition financed all or in part with the proceeds of indebtedness (including the assumption or incurrence of indebtedness) (other than borrowings under a revolving credit facility), the Borrower demonstrates pro forma compliance with the Financial Covenants (as defined below), immediately after giving effect to the consummation of such acquisition, the incurrence of such indebtedness, the use of proceeds thereof and any related pro forma adjustments thereto, calculated on a pro forma basis as of the last day of the most recently ended fiscal quarter for which financial statements have been delivered, (iii) immediately before and after giving effect to the consummation of such acquisition, pro forma liquidity is not less than $10.0 million, (iv) with respect to any acquisition for consideration in excess of $7.5 million, upon the earlier of (x) the execution of the definitive acquisition agreement for such acquisition and (y) ten (10) business days prior to the consummation of such acquisition, the Borrower shall provide the following to the Agent: (1) a quality of earnings report, (2) pro forma financial statements, (3) copies of any definitive term sheets or acquisition documentation as may be reasonably requested by the Agent and (4) solely to the extent prepared by or available to the Borrower in connection therewith, a financial model prepared for such acquisition,

	(v) the acquisition is not "hostile" and the person or assets acquired are in the same line of business as the Borrower and its subsidiaries or a line of business that is reasonably related, incidental, complementary or ancillary thereto, and (vi) the Borrower complies with the requirements with respect to Collateral and Guarantees set forth in the Credit Documentation (subject to limitations set forth under "Guarantors" and "Security" above) (with consideration caps for acquisitions of persons that will not become Guarantors and/or assets that will not become part of the Collateral for the Credit Facility).
FINANCIAL COVENANTS:	Limited to the following (subject to the Documentation Principles) (collectively, the "***Financial Covenants***"): (A) minimum revenue of the Credit Parties, to be measured monthly on a consolidated basis on the last day of each fiscal month (commencing on the last day of the first full fiscal month ending after the Closing Date) and for the twelve fiscal month period ending on such date (with a 30% cushion applicable until the first anniversary of the Closing Date and, thereafter, with cushions of least 30% to be mutually agreed (in accordance with the financial projections received by Blue Torch on January 22, 2022)); and (B) $5.0 million minimum liquidity of the Credit Parties, to be measured on an ongoing basis. For purposes of determining compliance with the minimum revenue Financial Covenant as of the last day of any fiscal month, any cash equity contribution and/or proceeds of an issuance of equity securities (which equity will be common equity or qualified preferred equity) received by Holdings and contributed by Holdings to the Borrower after the end of such fiscal month and on or prior to the date that is ten (10) business days after the date on which financial statements and a compliance certificate are required to be delivered for such fiscal month will, at the request of the Borrower, be included in the calculation of revenue solely for purposes of determining compliance with the minimum revenue Financial Covenant at the end of such fiscal month and for each applicable subsequent calculation period that includes such fiscal month (any such contribution to the Borrower, a "***Specified Equity Contribution***"); ***provided*** that (a) in each twelve fiscal month period there will be at least nine (9) fiscal months in which no Specified Equity Contribution is made, and no Specified Equity Contribution shall have been made in respect of the immediately previous fiscal month (i.e., Specified Equity Contributions may not be made in consecutive periods),

	(b) no more than five Specified Equity Contributions may be made during the term of the Credit Facility, (c) the amount of any Specified Equity Contribution in any period will be no greater than the amount required to cause the Borrower to be in compliance with the minimum revenue Financial Covenant for such period, (d) each Specified Equity Contribution shall be included in the calculation of revenue solely for the purposes of determining compliance with the minimum revenue Financial Covenant, shall be used to prepay the Credit Facility (without premium or penalty) and shall be disregarded for all other purposes, and (e) a remedies standstill shall be effective until the expiration of the ten (10) business day period referred to above unless the Borrower has not received the proceeds of such Specified Equity Contribution on or prior to such date.
EVENTS OF DEFAULT:	Limited to the following (subject to the Documentation Principles): nonpayment of principal, interest, fees or other amounts; any representation or warranty proving to have been incorrect in any material respect when made or deemed made; failure to perform or observe covenants set forth in the Credit Documentation; cross-defaults and cross-acceleration to other material indebtedness in excess of an amount to be agreed; bankruptcy and insolvency defaults; monetary judgment defaults in excess of an amount to be agreed; actual or asserted impairment of Credit Documentation; invalidity of a guarantee or lien; change of control; customary ERISA defaults; and failure of material subordinated or junior lien debt to be subordinated.
CONDITIONS PRECEDENT TO CLOSING AND FUNDING:	Subject to the Funds Certain Provision, the funding of the Credit Facility on the Closing Date will be subject only to the satisfaction (or waiver by the Initial Lender) of the conditions precedent set forth on the Conditions Annex.
APPLICABLE INTEREST RATES:	The interest rates per annum applicable to the outstanding principal amount of the Credit Facility will be, at the election of the Borrower, (i) LIBOR plus an Applicable Margin equal to 10.00% per annum or (ii) the Base Rate plus an Applicable Margin equal to 9.00% per annum. Interest shall be payable in arrears (a) for loans accruing interest at a rate based on LIBOR, on the last day of the applicable interest period and, for interest periods of greater than 3 months, every three months, and on the Maturity Date and (b) for loans accruing interest based on the Base Rate, on the last day of each fiscal quarter (beginning on the last day of the first full fiscal quarter ending after the Closing Date) and on the Maturity Date.

	For purposes of this Term Sheet: (a) "LIBOR" means the London Interbank Offered Rates as calculated by the ICE Benchmark Administration quoted by recognized financial sources such as Reuters or Bloomberg (or on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion), adjusted if necessary for any statutory reserves; and (b) "Base Rate" means a fluctuating interest rate per annum equal to the greatest of (i) the rate of interest publicly announced from time to time by the Wall Street Journal as its "prime rate" in the United States or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent), (ii) one-half of one percent in excess of the Federal Funds effective rate and (iii) the then-applicable LIBOR rate for a one month interest period plus 1.00%. So long as no Event of Default shall have occurred and be continuing, LIBOR-based loans will be available for interest periods of one, three or six months (any shorter or longer period to be mutually agreed by the applicable Lenders). Notwithstanding anything herein, if at any time LIBOR shall be less than 1.00% per annum, such rate shall be deemed to be 1.00% per annum and Base Rate shall be less than 2.00% per annum, such rate shall be deemed to be 2.00% per annum. The Credit Documentation shall contain customary LIBOR replacement provisions that are consistent with Blue Torch's amendment approach. All calculations of interest and fees shall be made on the basis of actual number of days elapsed and a 360 day year, other than calculations of interest based on the "prime rate" prong of the Base Rate (which shall be made on the basis of actual number of days elapsed and a 365/366 day year).

DEFAULT RATE:	At any time when an event of default exists, the Credit Facility shall bear interest at 2.00% per annum above the otherwise applicable rate then borne by the Credit Facility.
ASSIGNMENTS AND PARTICIPATIONS:	Each Lender will be permitted to make assignments in respect of the Credit Facility in minimum acceptable amounts to be determined to other financial institutions approved by the Agent and, so long as no event of default has occurred and is continuing, the Borrower, which approvals shall not be unreasonably withheld; ***provided***, ***however***, that neither such approval shall be required in connection with assignments to (i) other Lenders, (ii) any affiliate of a Lender, or (iii) any Approved Fund (to be defined in the Credit Documentation). The Borrower's consent to an assignment requiring such consent hereunder shall be deemed provided to the extent the Borrower has not objected to such assignment within five (5) business days after receipt by the Borrower (with a copy to Holdings in accordance with the notice provisions of the Credit Documentation) of a request for such consent (other than any assignment to a Disqualified Lender, with respect to which the Borrower's consent shall always be required and shall not be deemed given). The parties to the assignment (other than the Borrower) will pay to the Agent an administrative fee of $3,500. The Lenders will also be permitted to sell participations with customary voting rights. Notwithstanding the foregoing, no assignment or participation may be made to any natural person or to any Disqualified Lender (to be defined in the Credit Documentation, subject to the Documentation Principles).
REQUIRED LENDERS:	Lenders holding more than 50% of the Credit Facility; ***provided*** that, unless agreed to by each Lender directly affected thereby, no amendment or waiver shall: increase such Lender's commitment; decrease the principal amount of any loan held by such Lender; reduce the rate of interest (other than default interest) applicable to any loan or the amount of fees; reduce or postpone the scheduled payment of any principal, interest, or fees; release the Borrower or all or substantially all of the Collateral or the Guarantors; modify provisions related to the application of proceeds following an event of default; or change the definition of Required Lenders. The Credit Documentation will contain customary protections for the Agent. The Credit Documentation shall contain customary provisions permitting the Borrower to replace (i) non-consenting Lenders in connection with amendments and waivers requiring the consent of all Lenders or of all Lenders directly and adversely affected thereby so long as Lenders holding more than 50% of the aggregate amount of the Credit Facility shall have consented thereto, and (ii) Lenders requesting certain tax indemnities and other compensation.

	In addition, the Credit Documentation will contain customary "amend and extend" provisions pursuant to which the Borrower may extend a portion of the Credit Facility with only the consent of the respective extending lenders; it being understood that each Lender shall have the opportunity to participate in such extension on the same terms and conditions as each other Lender; ***provided*** that it is understood that no existing Lender will have any obligation to commit to any such extension.
INDEMNIFICATION, FEES & EXPENSES:	The Credit Documentation shall include customary expense reimbursement and indemnification provisions consistent with and substantially similar to the corresponding provisions of the Commitment Letter and subject to the Documentation Principles.
MISCELLANEOUS:	Customary for facilities of this type, including, without limitation, in respect of breakage or redeployment costs incurred in connection with prepayments, changes in capital adequacy and capital requirements or their interpretation, illegality, unavailability, reserves without proration or offset and payments free and clear of withholding or other taxes. In addition, the Credit Documentation shall include trust waiver language that is substantially similar to the corresponding provision of the Commitment Letter. The Borrower and the Agent agree to consult in good faith to determine the value of the Lender Warrants for US federal income tax purposes and agree to take consistent positions on such value as determined by such good faith consultation.
COUNSEL TO AGENT & INITIAL LENDER:	Latham & Watkins LLP.
GOVERNING LAW:	State of New York.

ANNEX I TO SUMMARY TERMS AND CONDITIONS
CONDITIONS TO CLOSING AND FUNDING OF THE CREDIT FACILITY

The funding of the Credit Facility will be subject in all respects to the Funds Certain Provision and subject to satisfaction (or waiver by the Initial Lender) of the following conditions precedent:

1. Execution and delivery to the Agent of (i) the Credit Documentation by the applicable Credit Parties party thereto, which shall be consistent with the Commitment Letter and subject to the Documentation Principles and (ii) customary legal opinions, customary officer's closing, incumbency, perfection and solvency certificates and other officer certificates as reasonably requested by the Agent, lien searches, a customary borrowing notice, disbursement letter, the VCOC Letter, payoff letters (if applicable), evidence of the insurance coverage, certified charters, organizational documents and good standing certificates from each Credit Party's jurisdiction of organization. In addition, and subject in all respects to the Funds Certain Provision, all documents and instruments required to create and perfect the Agent's security interest in the Collateral shall have been executed and delivered and, if applicable, be in proper form for filing.

2. The Domestication shall have been consummated in accordance with the terms of the Merger Agreement. The Equity Transactions shall be consummated substantially concurrently with the funding of the Credit Facility. Immediately after giving effect to the consummation of the Acquisition Transactions on the Closing Date, the Credit Parties shall have cash on hand of at least $30.0 million (pro forma for any payments required to be made in connection with the consummation of the Acquisition Transactions (assuming all Company Transactions Expenses (as defined in the Merger Agreement) and SPAC Transaction Expenses (as defined in the Merger Agreement) are properly invoiced (whether or not so invoiced)).

3. The Merger shall be consummated substantially concurrently with the funding of the Credit Facility in accordance in all material respects with the terms of the Merger Agreement. After the date of this Commitment Letter, the Merger Agreement shall not be amended, supplemented or otherwise modified, or any condition set forth therein waived, after the date of the Merger Agreement and on or prior to the Closing Date, in each case, in a manner materially adverse to the Agent and the Lenders without the prior written consent of the Initial Lender (such consent not to be unreasonably withheld, delayed or conditioned); it being understood and agreed that any change to the definition of "Company Material Adverse Effect" shall be deemed to be materially adverse to the interests of the Agent and the Lenders.

4. The Agent shall have received

   (a) audited financial statements of the Acquired Business for fiscal years 2019, 2020 and 2021,

   (b) interim quarterly financial statements of the Acquired Business for each fiscal quarter ending March 31, 2021, June 30, 2021, September 30, 2021 and December 31, 2021 and interim monthly financial statements of Acquired Business for each fiscal month ending after January 1, 2022, through and including the most recent fiscal month ended at least 45 days prior to the Closing Date, and

(c) a *pro forma* consolidated balance sheet as to Holdings and its subsidiaries giving effect to the Acquisition Transactions as of the last day of the most recent financial statements delivered pursuant to the foregoing **clause (b)**, prepared immediately after giving pro forma effect to the consummation of the Acquisition Transactions as if the Acquisition Transactions had occurred as of such date, which pro forma consolidated balance sheet need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R)), it being acknowledged and agreed that the condition described in this **clause (c)** shall be satisfied by delivery to the Agent of the pro forma financial statements that will be prepared in connection with obtaining regulatory approval for the consummation of the Acquisition Transactions.

As of the date hereof, the Agent acknowledges that it has received the financial statements described in **clause (a)** and the financial statements described in **clause (b)** for all periods ending on or prior to September 30, 2021.

5. There shall not have occurred any "Company Material Adverse Effect" (as defined in the Merger Agreement) after the date of the Merger Agreement the material adverse effects of which are continuing.

6. All fees required to be paid on the Closing Date pursuant to the Fee Letter and all fees and expenses of the Agent and the Initial Lender (including the fees and expenses of counsel for the Agent and the Initial Lender) that are required to be paid on the Closing Date pursuant to the Commitment Letter or the Fee Letter shall be paid substantially concurrently with the funding of the Credit Facility (which amounts may be offset against the proceeds of the funding of the Credit Facility).

7. The Refinancing shall be consummated substantially concurrently with the funding of the Credit Facility.

8. The Credit Parties will have provided at least three (3) business days prior to the Closing Date the documentation and other information to the Lenders that is required by regulatory authorities under applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the Patriot Act, to the extent requested at least ten (10) business days prior to the Closing Date. In addition, the Agent shall have received beneficial ownership certifications with respect to the Credit Parties pursuant to the requirements of 31 C.F.R. § 1010.230 and, in certain "high-risk" circumstances, its internal beneficial ownership compliance procedures.

9. The Specified Representations shall be true and correct in all material respects and the Specified Acquisition Agreement Representations shall be true and correct in all material respects, in each case, to the extent required by the Funds Certain Provision.

Exhibit 99.1

Wag Labs, Inc. to Become Listed through $350 million Business Combination with CHW Acquisition Corporation

- Wag!, a market leader in providing access to premium pet services, announces $350 million business combination with CHW Acquisition Corporation (“CHW”).
- Wag! is a vertically integrated technology platform, offering access to, among other services, dog walking, pet sitting, drop-in visits, consultations with licensed pet experts, and both in-person and digital training services across 4,600 cities in all 50 states, in addition to subscription and insurance comparison offerings.
- Wag! is an established player in the pet wellness and services market, which was valued at $44 billion in 2020 and is projected to continue to grow steadily.
- Wag! provides a seamless user experience on its platform which has generated over 11 million reviews with more than 96% of services earning 5 stars.
- Founded in 2015 to solve for the guilt and stress of leaving a pet unattended, Wag! is currently led by a strong management team, including entrepreneur Garrett Smallwood.
- Wag! and CHW intend that shares in the combined company be granted to select pet caregivers in connection with the business combination, allowing these caregivers to participate in the combined company’s future success.
- Wag! and CHW expect to be able to meet the minimum cash condition based on debt and equity financing commitments for the transaction. New financing is being funded by current Wag! and CHW investors with equity investments and commitments at $10.00 per share. Such investors include Battery Ventures, ACME Capital, General Catalyst and Tenaya Capital. Additionally, CHW has obtained commitments for $30 million in debt financing from Blue Torch Capital.

San Francisco, California – February 3, 2022 – Wag Labs, Inc. (“Wag!” or the “Company”), an American pet services marketplace company powering a mobile-first technology platform that enables on-demand and scheduled dog walking, training, and other pet care services, and CHW (NASDAQ: CHWA), a blank check company formed for the purpose of effecting a merger or similar business combination with one or more businesses, today announced the signing of a definitive business combination agreement.

CHW is focused within the consumer and retail sectors and is led by Jonah Raskas and Mark Grundman, who serve as Co-CEOs, as well as Paul Norman, who serves as President. Upon the closing of the transaction, the combined company is expected to be named Wag! Group Co. and is expected to be listed on the Nasdaq under the new ticker symbol “PET”.

Wag! is a vertically integrated technology platform, offering access to, among other services, on-demand dog walking, pet sitting, drop-in visits, consultations with licensed pet experts and both in-person and digital training services across 4,600 cities in all 50 states, in addition to subscription and insurance comparison offerings. Wag!’s platform has over 350,000 approved pet caregivers across the U.S., has completed over 11 million services through the platform, and has delivered over $300 million total bookings to date. Wag! provides an exceptional experience to its users, creating a highly loyal and engaged user base with a wealth of data to improve its cross-selling and inform its offering extensions. The Company has experienced substantial growth since its inception due to its proven ability to diversify its addressable market to unlock new spending opportunities, demonstrated by its recent launch of subscription offerings and expansion into wellness services in 2021.

Wag! is a leader in providing access to on-demand pet services and is transforming the pet industry by simplifying pet care. Leading with its mobile-first platform and a foundation built on data science and automation capabilities, Wag! is consolidating the pet wellness and services industries online and through its mobile app.

Approximately 70% of U.S. households own pets, which equates to approximately 90.5 million homes. As a rapidly expanding company in the large and durable pet wellness and services market, Wag! expects to achieve revenues of $42 million in 2022, a 120% year-over-year growth rate from 2021. With a 90% rebooking rate and a Net Promoter Score℠ (NPS)[1] between 65 and 70 for pet parents and 45 to 55 for pet caregivers, Wag! has created a compelling and trusted consumer brand. The Company will continue to be led by its CEO, Garrett Smallwood, and its President and Chief Product Officer, Adam Storm.

This transaction will support Wag!'s mission to make pet ownership more accessible and to bring joy to pets and those who love them, by accelerating the online consolidation of the $44 billion pet wellness and services industries. With its compelling consumer brand, loyal user base and vertically integrated technology platform, Wag! is well positioned to become the number one pet well-being marketplace.

Garrett Smallwood, Chief Executive Officer of Wag!, stated: "Our announcement today represents a significant milestone in our journey to build the leading premium wellness and services platform for pets. We are transforming the fragmented and largely offline pet wellness and services industries through our vertically integrated mobile-first technology platform. This deal will provide us with the funds to further fuel our growth, and I am excited to be partnering with the CHW team to accelerate our strategic initiatives and consolidate pet wellness and services as we strive to become the leader in this space."

Jonah Raskas, Co-CEO of CHW, commented: "We are incredibly pleased by the opportunity to partner with Wag! on this exciting journey. Wag!'s strong leadership brings proven experience, and we are thrilled to be supporting this team, trusted brand and attractive platform. We are confident in Wag!'s ability to accelerate its momentum by executing against its proven growth strategies and consolidating this attractive market. We look forward to working with Garrett and his team."

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[1] Service mark of Bain & Company, Inc.

Wag Investment Highlights

- **Significant $44 billion TAM[2] opportunity in the rapidly growing U.S. pet wellness and services industries.**
- **Market-leading offering and execution.** With a wide breadth of service offerings, the Wag! platform is a one-stop-shop for premium pet services, including dog walking, drop-in visits, boarding, in-home pet sitting, in person and digital training, insurance comparison tools, wellness and health.
- **Seamless user experience.** Petcare technology platform with more than 96% of services earning 5 stars.
- **Proven technology platform with clear growth drivers.** These include accelerating growth in existing markets, expanding subscription offerings, leveraging its strong platform and growing internationally, as well as expanding through opportunistic M&A for growth and industry consolidation.
- **Highly scalable vertically integrated platform primed to deliver profitable growth.** Forecasting a compounded annual growth rate of at least 70% from 2021 through 2023, with projected revenue growing to over $70 million, and expecting to reach positive Adjusted EBITDA[3] in Q2 of 2024 while delivering a long-term Adjusted EBITDA Margin[4] of over 10%.
- **Successful subscription business.** Wag!'s offering is anchored by its monthly or annual subscription service, Wag! Premium, which accounts for 40% of its active users.
- **Resilient business model.** Despite the global pandemic, Wag!'s 2020 and 2021 cohorts are the strongest in the Company's history, driven by a higher take rate, the launch of Wag! Premium and improved cross selling.

Transaction Overview

The transaction values the combined company at a pro forma enterprise and equity value of approximately $350 million.

Assuming no redemptions from the CHW shareholders, the transaction will deliver approximately $175 million in gross cash proceeds to the combined company, enabling Wag! to accelerate its growth initiatives organically and further consolidate the pet wellness and services market through opportunistic M&A, and Wag!'s existing shareholders will hold approximately 65% of the shares of the combined company on closing. In connection with the business combination, Wag! and CHW intend that shares in the combined company be granted to select pet caregivers, allowing these caregivers to participate in the combined company's future success.

The Boards of Directors of Wag! and CHW have unanimously approved this transaction. The transaction is subject to customary closing conditions, including approval of the shareholders of CHW. The transaction is expected to close by the second quarter of 2022.

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[2] "TAM" refers to the Total Addressable Market

[3] "Adjusted EBITDA", a non-GAAP measure, means net losses before the impact of interest income or expense, income tax expense and depreciation and amortization, and further adjusted for the following items: stock-based compensation, transaction-related costs, and certain other non-cash and non-core items.

[4] "Adjusted EBITDA Margin", a non-GAAP measure, means Adjusted EBITDA divided by net revenue.

Additional information about the proposed transaction, including a copy of the business combination agreement and investor presentation, will be provided in a Current Report on Form 8-K to be filed by CHW with the Securities and Exchange Commission ("SEC") and will be available on the CHW website at www.chwacquisitioncorp.com/investor-relations/, the Wag! website at https://investors.wag.co/ and at the SEC's website at www.sec.gov.

Advisors
Oppenheimer & Co. Inc. is acting as lead financial advisor and capital markets advisor to Wag!. Cleary Gottlieb Steen & Hamilton LLP is acting as legal counsel to Wag!.

Chardan is serving as M&A and Financial Advisor to CHW. McDermott, Will & Emery LLP is acting as legal counsel to CHW.

Investor Conference Call Information
CHW and Wag! will host a joint investor conference call to discuss the proposed transaction on February 3, 2022, at 7:30 a.m. ET. Interested parties may listen to the prepared remarks call via telephone by dialing (844) 512-2921, or for international callers, (412) 317-6671 and entering pin number: 11148072. Listen to the webcast here: Wag Labs, Inc. & CHW Acquisition Corporation Business Combination Announcement Conference Call.

About Wag! – Wag.co
Wag! strives to be the #1 app for pet parents, offering access to 5-star dog walking, pet sitting, expert pet advice, and training from local pet caregivers nationwide. Wag!'s community of over 350,000 pet caregivers are pet people, and it shows. Making pet parents happy is what Wag! does best. With safety and happiness at the forefront, pet caregivers with Wag! have a trusted record of experience with over 11 million pet care services and over $300 million total bookings across all 50 states, resulting in more than 96% of services earning 5 stars.

About CHW Acquisition Corporation – www.chwacquisitioncorp.com
CHW is a blank check company formed for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses. The focus of the team is to pursue a business combination within the consumer, health and wellness or retail sector. Management is led by Jonah Raskas, Mark Grundman, and Paul Norman.

Additional Information and Where to Find It
In connection with the proposed business combination, CHW will file a registration statement on Form S-4 (the "Form S-4") with the Securities and Exchange Commission (the "SEC"). The Form S-4 will include a proxy statement of CHW and a prospectus of Wag!, referred to as a proxy statement/prospectus. The proxy statement/prospectus will be sent to all CHW shareholders. Additionally, CHW will file other relevant materials with the SEC in connection with the proposed business combination. Copies of the Form S-4, the proxy statement/prospectus and all other relevant materials filed or that will be filed with the SEC may be obtained free of charge at the SEC's website at www.sec.gov. Before making any voting or investment decision, investors and security holders of CHW are urged to read the Form S-4, the proxy statement/prospectus and all other relevant materials filed or that will be filed with the SEC in connection with the proposed business combination because they will contain important information about the proposed business combination and the parties to the proposed business combination.

Participants in Solicitation

CHW, Wag! and their respective directors and executive officers, under SEC rules, may be deemed to be participants in the solicitation of proxies of CHW's shareholders in connection with the proposed business combination. Investors and security holders may obtain more detailed information regarding the names and interests in the proposed business combination of CHW's directors and officers in CHW's filings with the SEC, including CHW's initial public offering prospectus, which was filed with the SEC on August 30, 2021, CHW's subsequent quarterly reports on Form 10-Q and the Form S-4. To the extent that holdings of CHW's securities by CHW's insiders have changed from the amounts reported therein, any such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Information regarding the persons who may, under SEC rules, be deemed participants in the solicitation of proxies to CHW's shareholders in connection with the business combination will be included in the proxy statement/prospectus relating to the proposed business combination when it becomes available. You may obtain free copies of these documents as described in the preceding paragraph.

No Offer or Solicitation

This communication shall not constitute a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed business combination. This communication shall also not constitute an offer to sell or a solicitation of an offer to buy any securities of CHW or Wag!, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Forward-Looking Statements

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

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communications simplified.
Wag and CHW Acquisition Corp.
Pre-record Call and Webcast
January 31, 2022

CORPORATEPARTICIPANTS

Dawn Francfort, *ICR*

Jonah Raskas, *Co-Chief Executive Officer, CHW Acquisition Corp.*

Garrett Smallwood, *Chief Executive Officer, Wag Labs, Inc.*

Adam Storm, *President and Chief Product Officer, Wag Labs, Inc.*

PRESENTATION

Dawn Francfort

Thank you for standing by, and welcome to the Wag and CHW Acquisition Corp. call and webcast. We appreciate everyone joining us today.

The information discussed today is qualified in its entirety by the Form 8-K that has been filed today by CHW and may be accessed on the SEC's website, including the exhibits thereto. Please note that the press release issued this morning and related SEC documents can also be found on CHW's website at www.chwacquisitioncorp.com and on Wag's website at https://investors.wag.co.

The investor deck that will be presented as part of today's discussion has been publicly filed with the SEC and posted on CHW's website and Wag's website, where it is available for download. Please review the disclaimers included therein and refer to that as the guide for today's call. In particular, this call contains forward-looking statements that are subject to risks and uncertainties. Further information about us will be contained in filings with the SEC, and we encourage you to read those carefully.

For everyone on the call, CHW and Wag will not be fielding any questions today.

Hosting today's call from CHW are Jonah Raskas, Co-CEO, and from Wag are Garrett Smallwood, CEO, and Adam Storm, President and Chief Product Officer.

I will now turn the call over to Jonah. Please go ahead, sir.

Jonah Raskas

We are excited to announce that CHW has entered into a business combination agreement to combine our public Company with Wag.

As we said during the initial public offering of CHW, our thesis was simple. Find a company that had a high growth rate, sector or product leadership, strong brand recognition, scalable platform, and a highly driven and experienced Management team. In doing so, and after reviewing many other potential opportunities, we have found that and could not be more excited to be announcing our investment in, and business combination with, Wag.

Wag is a one stop shop for premium pet care with a strong consumer brand and category leadership position in pet services. The Company is rapidly expanding into the highly attractive pet wellness category. Wag expects to grow its revenue by over 120% in 2022 to $42 million and estimates annual revenue growth of over 40% for the next few years. Importantly, the team has a clear strategy to build upon its strong pet platform to expand its product offerings and drive overall profitability.

Coming out of COVID, we expect the business to continue to accelerate due to people returning to work and restrictions being lifted on daily activities, as well as by the fact that one in five households have adopted a pet since the beginning of the pandemic, leading to a positive effect on the number of bookings for pet services.

Turning to leadership. Wag is led by a best-in-class management team, including entrepreneur Garett Smallwood, as well as Adam Storm who was one of the original Wag employees and has extensive leadership experience in technology. The team brings both depth and breadth of experience across start ups, marketplaces, technology capabilities, and product innovation. This leadership team, combined with the Company's brand loyalty, extensive product offerings, highly attractive unit economics and sticky subscriptions, position it to continue to drive rapid growth for years to come as it builds upon its platform and evolves into the number one pet well-being marketplace.

Turning to our business combination. New financing for this transaction is being led by current and existing investors of Wag and CHW with equity commitments at $10.00 per share. These investors include Battery Ventures, ACME Capital, General Catalyst, and Tenaya Capital. Additionally, CHW has obtained commitments for $30 million in debt financing in conjunction with this transaction.

Upon closing, the combined Company will have an anticipated enterprise value of approximately $350 million. The transaction will provide approximately $175 million of gross proceeds to the Company, assuming no redemptions. Further underlying our conviction in this opportunity, pre-closing Wag shareholders will receive new additional shares in the form of an earnout achieved in three equal installments in order to ensure that we are fully aligned with all shareholders. CHW has also aligned ourselves with the existing shareholders and agreed to place a portion of our promote in an earnout structure. All Wag shareholders will roll 100% of their equity holdings into the new public Company.

We believe investors have a compelling opportunity to purchase into a market-leading consumer brand with an outstanding growth profile in a fragmented and rapidly growing market at a compelling valuation. 8.3 times revenue multiple for Wag on 2022 estimates, and a 4.9 times revenue multiple for 2023 estimates.

The invested capital is expected to fully fund Wag's current business plan over the next two years until it is cash flow positive, and position the Company to expand its product offerings, achieve its exceptional growth plan, and opportunistically acquire select companies as it consolidates the pet well-being industry.

As a reminder, the CHW team consists of Mark Grundman, who is Co-CEO of CHW with me, as well as the broader team that includes Paul Norman, who is President.

With that, I would like to turn the call over to my partner, Garrett Smallwood, the CEO of Wag, who will walk you through the Company's mission to simplify pet ownership in this large and durable U.S. pet industry, with no signs of a slowdown, by offering a one stop shop for premium pet care.

Garrett Smallwood

Thank you, Jonah.

We are excited to be here today to introduce you to Wag, where we believe that being busy shouldn't stop you from owning or taking care of your pet. As such, our mission is simple. We exist to make pet ownership possible and to bring joy to pets and those who love them. We're building a strong consumer branded premium pet care platform that is transforming the pet industry by simplifying caring for the pets you love. The $44 billion pet wellness and services industries are fragmented and largely offline, and we are consolidating these industries online and through our mobile app as we rapidly evolve into the number one pet well-being marketplace.

Through our vertically integrated technology platform, we offer access to dog walking, pet sitting, consultations with licensed pet experts and training service options across 4,600 cities in all 50 states, as well as provide subscription and insurance comparison options. We have experienced impressive growth and a proven ability to diversify our addressable market to unlock new spending opportunities, demonstrated by the recent launch of our subscription service, Wag Premium, and the expansion into wellness. Importantly, our growth trends are accelerating, as we capitalize on a return to normal environment and the significant increase in pet ownership since the start of the pandemic.

This listing and capital raise is a major milestone for us and will accelerate our expansion. We are also very excited to be partnering with the CHW team, who bring a wealth of expertise and experience, allowing us to create a stronger platform for Wag to be built upon. This transaction provides our team with the necessary capital to accelerate our growth initiatives, as well as the currency to consolidate the pet well-being category through opportunistic M&A.

Wag was started in 2015 to solve the guilt and stress of owning a pet. Seventy percent of U.S. households own a pet, which equates to 90.5 million homes, and going to the office, going on a date night, or going away for a weekend can be stressful.

We launched our pet service offerings to solve these problems because lonely pets deserve healthier and happier lives. By leading with access to pet services, we were able to provide a mobile first experience with 98% of pet parents on the app. We created a trusted relationship with our pet parents as 75% are not home while services are being delivered. This trust led to high frequency service utilization as our average pet parent uses Wag five times a month. These dynamics allowed us to build a compelling and trusted consumer brand with a high level of engagement, effectively creating a solid platform to leverage as we rapidly expand our business to new product lines.

Through our vertically integrated platform and market leading position in services, as well as our operational excellence, marketplace technology, and robust consumer brand, we have created a one stop shop for premium pet care. We also provide an exceptional experience for our community.

This, coupled with tailwinds from the resilient U.S. pet industry with no signs of slowing down, leave us well-positioned to accelerate our growth and achieve our goal of consolidating the pet industry to become the leading pet well-being platform. By building our foundation on our data science and automation capabilities, we have created a competitive advantage that will drive lasting improvements to our business and allow us to efficiently scale our platform to new product lines.

In 2019, Adam and I assumed leadership positions at Wag. Since this time, we have expanded our product offerings and developed a digital marketplace. As part of these initiatives, we launched pet training, drop-in visits, cat wellness, expert pet advice consultations, and insurance comparison. Our offerings are now anchored by our premium subscription service, which we launched in the first quarter of 2020 and now accounts for 40% of our monthly active users.

Over the past few years, we reduced our operating structure and successfully expanded our take rate to above 40% from 19% in 2018. We grew our non-walking revenue to over $10 million from less than $1 million in 2018 and enhanced our 3-year customer lifetime value to over $340 from $125 in 2018. Following our expense reduction efforts that began in 2019, we successfully expanded our gross margin from 65% in 2019 to almost 90%. Our post-pandemic momentum has also accelerated with growth of over 100% in 2021.

We believe we have significant runway to consolidate the pet wellness and services industries for the following reasons.

First, our Wag platform is enabling us to consolidate the pet industry online and through our mobile app. We are the number one on-demand trusted in-home pet partner that connects pet parents with the highest-quality, local caregivers, making us the clear leading provider of on-demand pet services.

Second, we are the one stop shop for premium pet care. We provide our pet parents with a comprehensive experience. Within services, pet parents can find dog walking, drop in visits, boarding, house sitting and training. Within wellness, we offer wellness plans and a pet insurance comparison marketplace, as well as 24/7 pet health advice from a licensed expert. These products are anchored by our premium subscription, driving platform lock-in and encouraging greater cross-selling. Our extensive offerings simplify caring for your pet.

Third, we operate in a large and resilient pet industry with no signs of slowing down, and we continue to diversify our offerings to unlock new spending and increase our addressable market. The overall U.S. pet spend has grown at a steady 6.5% CAGR from 2001 through today. We operate in the $44 billion U.S. pet wellness and services industries that are rapidly expanding.

Fourth, we have created an unparalleled user experience that drives strong retention and new customers to our platform. We deliver delightful experiences that drive pet parent retention, with 90% of pet parents rebooking after an initial experience. Despite the global pandemic, our 2020 and 2021 cohorts are the strongest in our Company's history, driven by a higher take rate, the launch of our premium subscription, and improved cross selling. Our 2020 and 2021 pet parent cohorts are generating approximately two to three times more net revenue compared to prior cohorts at the same point in their lifecycles.

Before detailing our growth drivers, I would like to turn the call over to Adam, the President and Chief Product Officer, to discuss our product and platform.

Adam Storm

Thanks, Garrett.

I would like to first discuss our KPIs to provide context on our competitive positioning within the pet marketplace.

First, our pet parent uses Wag services on average five times a month. As part of this dependable and recurring behavior, we're in your home and interacting with your pet every week. This consistent engagement provides a strong foundation for us to develop a compelling relationship that we leverage to sell additional products. We also collect extensive user data to better understand pet parents' wants and needs, which we'll use to inform and prioritize our product expansion opportunities.

Second, we offer access to a wide breadth of services for our pet parents. Pet parents can find 12 different service offerings through our platform.

Third, both sides of the marketplace, the pet parents and the caregivers, love Wag. Our Net Promoter Score averages between 45 to 55 for caregivers and 65 to 70 for pet parents.

Fourth, our high-quality experience drives an industry leading 70% organic customer acquisition. Our great experience drives more users into our ecosystem through strong word of mouth.

Fifth, we offer a premium subscription model that drives stickiness and retention. For $9.99 a month, Wag Premium subscribers receive a 10% discount and VIP access. Approximately 40% of our monthly active users are subscribers.

Sixth, we have attractive unit economics with an estimated LTV to CAC of 3 to 1, driven by strong gross margin and organic acquisition. We have a substantial take rate of over 40%, driving exceptional unit economics on a per service basis. We have positive service unit economics in every market with our 40% platform fee across all service types and an LTV of over $340.

With people beginning to return to more normal activities, we plan to accelerate our marketing initiatives to capture these customers as they re-establish habits. Our outlook assumes an LTV to CAC ratio of approximately 3 to 1, translating into a six- to nine-month payback period.

Seventh, we have an industry leading service quality. Our Wag platform is ranked as trustworthy and dependable by pet parents with more than 96% of reviews on the platform earning 5 stars from over 11 million reviews.

Finally, we operate a negative supply-side CAC on the caregivers. Pet caregivers pay a standard $29.95 fee to join the platform. With over 350,000 screened, background checked, and approved caregivers, we provide a best-in-class service.

Moving on to our product. We are a mobile first operating platform, with 98% of our community online. Pet caregivers are all hyper-local and can be available on-demand, so requests can be filled within 15 minutes.

We disrupted traditional dog walking. With 90% of our pet parents new to dog walking and average use of five times a month, we created an entirely new market that has disrupted traditional dog walking.

We are the clear leader of on-demand services, as we participate in the broader convenience economy.

The delightful experiences we deliver to our pet parents drives strong retention, with a pet parent rebooking rate of 90%.

And 20% of our pet parents will use two or more of our product lines, which increases to 40% amongst our Wag Premium subscribers.

I’ll turn the call back to Garrett to discuss our growth initiatives and financial outlook.

Garrett Smallwood

Thanks, Adam.

I will first discuss our growth drivers. Our goal is to be the leading platform for premium pet care, leveraging our strong consumer brand and proven business model to drive the following five initiatives.

First, accelerate growth in existing markets. We are rapidly recovering from the pandemic. Our new pet parents are already well-above our pre-pandemic productivity levels despite the continued work from home schedule. According to an industry survey conducted by PricewaterhouseCoopers in November and December of 2020, 75% of U.S. executives expect at least half of the office workforce to return to the office full-time by mid-2022. We see significant opportunity to accelerate our growth in existing markets as people resume more normal activities and utilize our expanded offerings.

Second, expand subscription offerings. We will continue to expand penetration of our premium subscription, which creates a sticky user base and drives greater cross-selling. Our premium subscription is a highly attractive durable revenue stream, and the associated fees largely offset the discounts provided. We will also increase our Wag Wellness plans, as well as introduce a tiered subscription offering. Wag Premium has demonstrated our ability to successfully add complimentary services, a capability we will build upon.

Third, platform expansion. We have a proven ability to diversify our addressable market and unlock new customer spend opportunities through our expanded product offerings, as we scale our platform. Our Wag Wellness synergizes within our ecosystem, providing significant upside to our take rate. We are expanding pet types and service offerings as we grow our revenue lines, further increasing our customer's lifetime value. In the third quarter, our take rate increased to 48%.

Fourth, grow our business in international markets. Longer term, we will look to expand our business internationally both organically and through M&A.

Fifth, opportunistic M&A for growth and industry consolidation. We will leverage our proven platform to expand through synergistic M&A, focusing on subscription and home access, as well as high-quality human grade food and prescription products. While we have not accounted for any acquisitions in our financial outlook, we believe select acquisitions are a compelling opportunity for us to quickly consolidate the pet wellness and services industries as we build our premium wellness platform for pets.

Taking this all together, we are incredibly proud of our accomplishments today and our growth trajectory. While we are currently operating at roughly half of our pre-pandemic service volumes, our 2022 forecast assumes a steady return to normal post-pandemic life. This is further supported by our new pet parent cohorts who are meaningfully more productive than our pre-pandemic cohorts.

We achieved a 243% revenue growth rate in Q3 and based on our current trajectory coming out of the pandemic, we expect the growth trend to exceed 100% in 2022 as we deliver consistent month-over-month improvements in this return to normal environment.

Our compounded annual growth rate is expected to be at least 70% through 2023, with projected revenue growing to over $70 million. We expect our gross margins to remain steady at current levels around 90%. In terms of EBITDA, we plan to reach profitability in Q2 of 2024. Longer term, we are forecasting an EBITDA margin of over 10%, driven by our heightened focus on leveraging our operations and fixed costs as we scale our platform.

Overall, we believe we have a tremendous opportunity to accelerate the momentum in our business through multiple levers. We provide a delightful experience to our pet parents, creating a highly loyal and engaged community with a wealth of data to improve our cross-selling and inform our offering extensions.

We have built an incredible consumer brand and business with an outstanding team, where we are the leaders in the rapidly evolving pet wellness and services market. The competitive moats we have built over the past few years in infrastructure, brand strength, and data capabilities, further fueled by one in five households having adopted a pet since the beginning of the pandemic, leave us attractively positioned for accelerated growth as we become the number one platform for pet well-being.

Thank you for your time and attention today. If you have any questions regarding the presentation, please contact wagir@icrinc.com.

Thank you again for joining today's call.

Exhibit 99.3

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Wag!

Business Combination Highlights

Wag!: Visionary Management Team

Garrett Smallwood
Chief Executive Officer

Adam Storm
President &
Chief Product Officer

Alec Davidian
Chief Financial Officer

CHW: Consumer Industry Veterans and Deal Making Expertise

Jonah Raskas
Co-CEO

Mark Grundman
Co-CEO

Paul Norman
President

Wag! Highlights

- ✔ Highly innovative industry disruptor
- ✔ Proven ability to unlock growth
- ✔ Mobile first, on-demand platform
- ✔ Leading industry brand
- ✔ Seamless customer experience

CHW Investment Criteria

- ✔ Outsized competitive advantages
- ✔ High Barriers to Entry
- ✔ Public markets management team
- ✔ Sustainable earnings with significant growth

Wag!

Business Combination Rationale

Wag! + CHW Acquisition Corp =

Criteria: Focus on Growth, Brand and Management

- ✓ High growth rate
- ✓ Sector or product category leadership
- ✓ Competitive advantages in technology, e-channel capability, IP or brand
- ✓ Scalable platform with public company readiness
- ✓ Highly driven and experienced management team

We believe that being busy shouldn't stop you from owning or taking care of your pet.

Wag! exists to make pet ownership possible, and bring joy to pets and those who love them.

Wag!

Our Journey Started in 2015

Wag! was created because lonely pets deserve healthier and happier lives

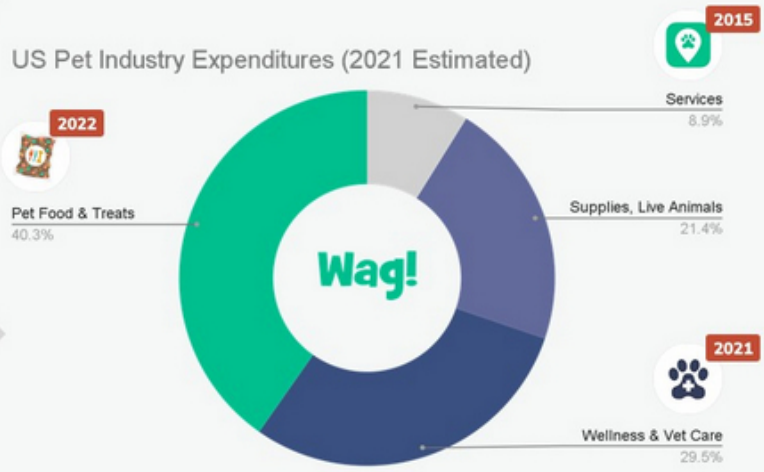
Leaving your pet alone at home creates stress and the existing solutions are limited

Wag! exists to solve this problem

We are Consolidating the Pet Industry onto the Phone

Walking is the first step in the door...

Mobile First + Home Access + Weekly Usage



US Pet Industry Expenditures
https://www.americanpetproducts.org/press_industrytrends.asp

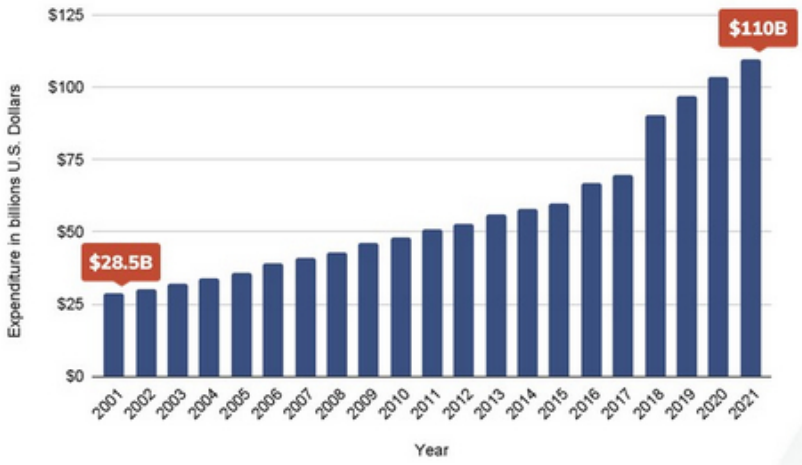
Wag! We're the One Stop Shop for Premium Pet Care

	Dog Walking	Drop-In Visits	Boarding	House Sitting	Training	Wellness	Health
	On-demand and recurring dog walks	Quick home visit for dogs and cats	A sleepover for your pet in a Pet Caregivers home	Overnight pet sitting in the comfort of your home	One-on-one training sessions	Simple and affordable wellness plans and insurance comparison marketplace	24/7 expert pet advice
Avg. Pet Parent Price per Unit*	$20.00 / 30-min walk	$15.00 / visit	$59.00 / night	$39.00 / night	$60.00 / in-home session	$42.00 / month	$30.00 / session
% of Revenue*	67%					33%	
	Wag! Premium Benefits $9.99 / month	• 10% discount • 24/7 VIP Customer Service • Top rated Pet Caregivers • No booking fees				Includes discount plans	Includes unlimited pet advice
% of Premium Subscribers**	40% MAU						

*Avg. Pet Parent Price per Unit, % of Revenue as of Q3'21
**% of Premium Subscribers as of October 2021

Wag!

Large, Resilient Category with No Signs of Slowdown



6.5% CAGR

U.S. Pet Spend

2021 Estimated U.S. Pet Industry Expenditures

$110B

(American Pet Product Association)

2021 Wag! Wellness TAM

$34.3B

(American Pet Product Association)

+

2021 Wag! Services TAM

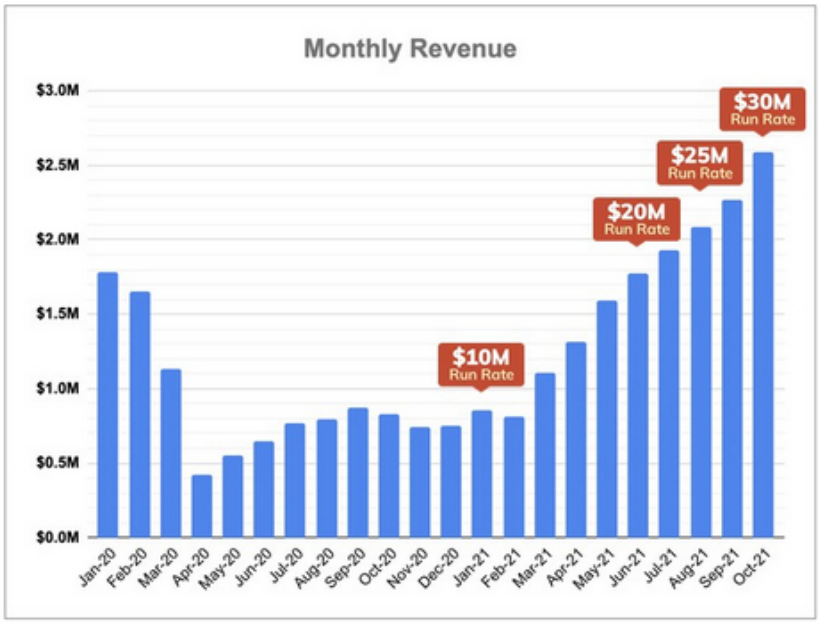
$10B

(American Pet Product Association)

2021 US Pet Industry Expenditures
https://www.americanpetproducts.org/press_industrytrends.asp
https://www.iii.org/fact-statistic/facts-statistics-pet-ownership-and-insurance
https://www.statista.com/statistics/253976/pet-food-industry-expenditure-in-the-us/

Wag!

We're Rapidly Recovering Out of The Pandemic



** Includes pro forma FY2021 M&A of Pet Insurer, Petted, which closed Q3:2021*

Key Metrics

4,600
Cities

1,000,000
Pet Parents Served

$300m
Total Bookings Since Launch

Wag!

New Customers Already Above Pre-Pandemic Volume

https://www.iii.org/fact-statistic/facts-statistics-pet-ownership-and-insurance
https://www.aspca.org/about-us/press-releases/new-aspca-survey-shows-overwhelming-majority-dogs-and-cats-acquired-during

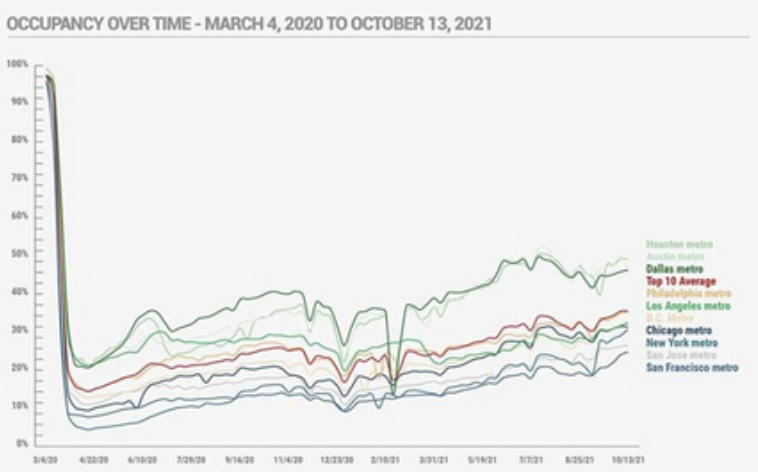
- **23m (one in five)** households acquired a dog or cat since the beginning of the pandemic
- **More than 85m** families own a pet in the US

Wag!

Growth of New Customers Despite Work From Home

Industry report recently asked U.S. office employees when they plan on returning to office…

- **75%** expected to be back full-time by mid-2022
- **6%** expected to transition to work-from-home full-time



KASTLE

Kastle Back to Work Barometer

Weekly Occupancy Report from Kastle Access Control System data (10/13/2021)

https://www.kastle.com/safety-wellness/getting-america-back-to-work/

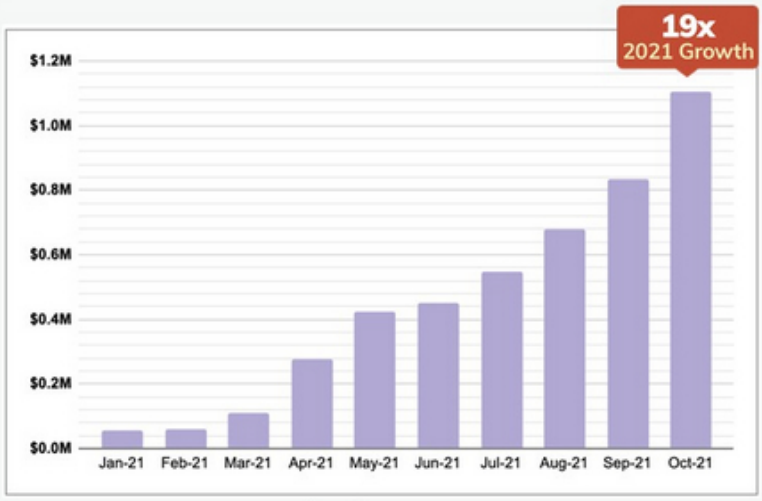
Proven Ability to Diversify TAM and Unlock New Spend

Wag! WELLNESS

Petted
Pet Insurance & Wellness

PETINSURER
Rethinking pet insurance

Wag! Health



Wag! Wellness Revenue

** Includes pro forma FY2021 M&A of Pet Insurer, Petted, which closed Q3:2021*

Wag!

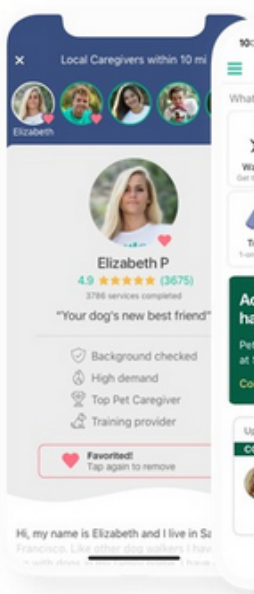
The Wag! Platform

Wag!

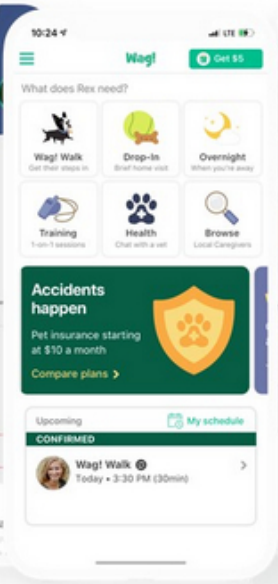
Platform Highlights

Dependable, Recurring Customer Behavior Recurring services and Wag! Premium drive dependable revenue	5x monthly frequency
Both Sides of Marketplace Love Wag! Leading NPS for Pet Parents and Pet Caregivers	67 NPS Pet Parent 45 NPS Pet Caregiver
Pet Parents Choose Wag! Wag! brand and reach leads the industry	70% Organic Acquisition
Wag! Premium Subscription $9.99 monthly subscription drives stickiness and retention	40% of MAU
Strong Unit Economics Proven, replicable margins across all markets	3:1 LTV:CAC
Industry Leading Service Quality Wag! Platform is trustworthy and dependable	4.98 Avg. Rating
Negative Supply-side CAC Pet Caregivers pay $29.95 resulting in negative CAC	Negative Supply CAC

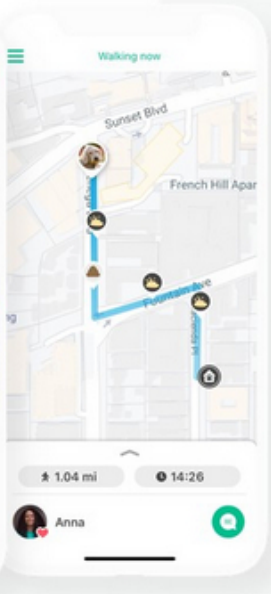
Wag! is the #1 Trusted In-Home Pet Platform



Robust Pet Caregiver profiles



Platform of services at your fingertips



Live GPS and in-app payment

Digital and Trusted

- Wag! Platform connects Pet Parents with highest-quality Pet Caregivers
- **10 million** reviews provide assurance on quality of care

Mobile First

- **98%** of community is mobile
- Pet Caregivers are hyper-local and on-demand

Wag!

We've Disrupted Traditional Dog Walking

Before Wag!

90%

of customers **never** used a dog walker

We're Creating an Entirely New Market

Now, customers use Wag!

5x

per month!

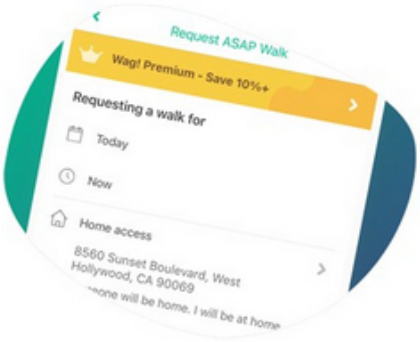
**Internal consultation survey results 2018 - 2019*
***Customer frequency from 2021 cohorts*

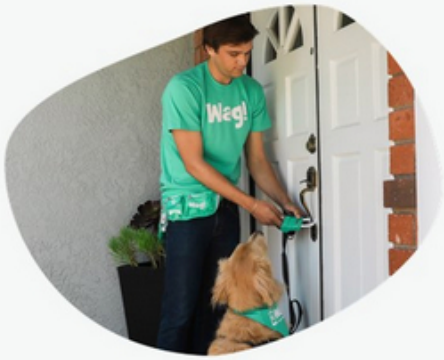
Clear Market Leader in On-Demand Services

Avg. Wait Time for On-Demand Request

15 Min

(October 2021)





Reduces Disintermediation

Pet Parents Away from Home During Service

75%

(October 2021)

Wag!

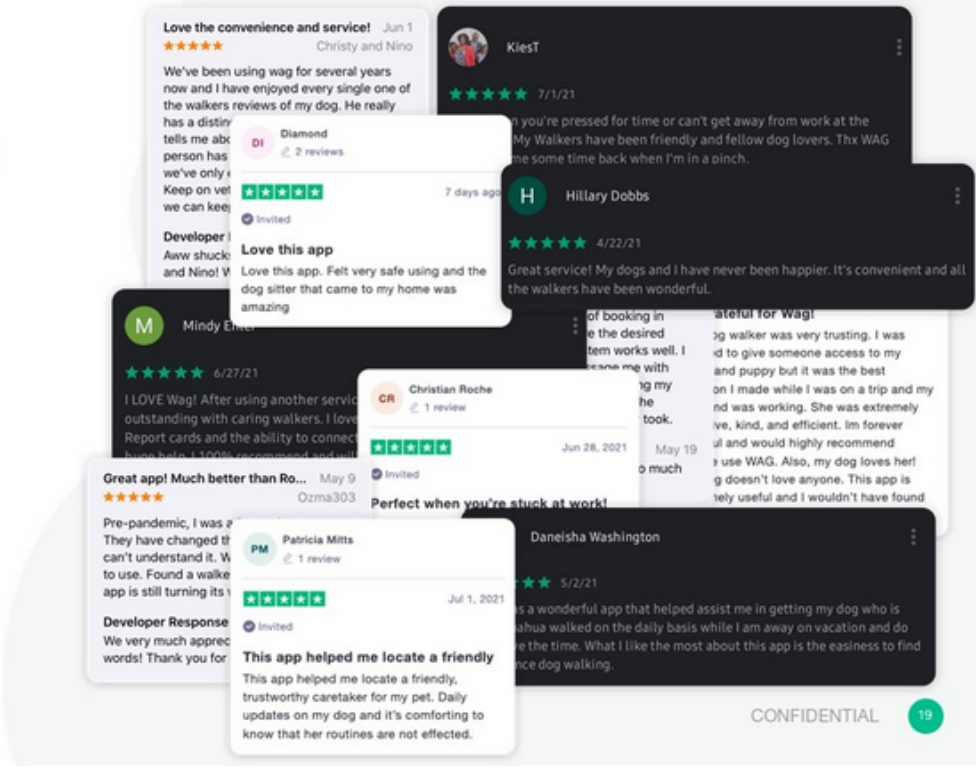
We Lead the Industry in Service Quality

Pet Parent Service Rating

4.98/5

10m+ reviews

(October 2021)



Wag!

Delightful Experiences Drive Pet Parent Retention

Pet Parent Rebooking Rate

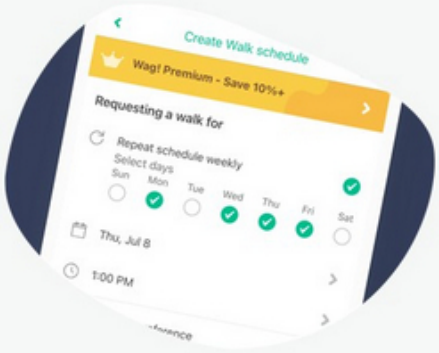
90%

(October 2021)

Weekday Recurring Services

20%

(October 2021)



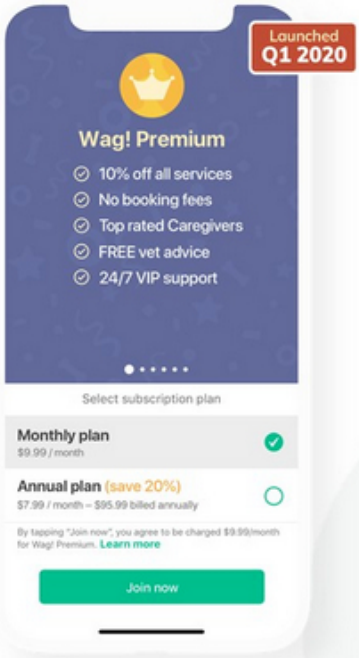
Rebooking Rate is calculated as percentage of cohort who complete 1 or more services after their initial booking
Recurring Services are calculated as percentage of weekday services which are on a set-and-forget repeat schedule

Wag!

We're Building the #1 Platform for Pet Wellbeing

Attach Rate calculated as the percentage of customers who've completed services in 2 or more service-types on the Wag platform (Walking, Sitting & Boarding, Drop-Ins, Training, Health)

Wag! Premium Subscription Drives Platform Lock-in



Wag! Premium Pet Parent Avg. Monthly Frequency

7-8x

(October 2021)

Additional Service Attach Rate (% of Subscribers)

40%

(October 2021)

Wag! Premium Attach Rate (% of MAU)

40%

(October 2021)

Wag! Premium LTV

$1,000

(October 2021)

Wag!

Industry Leading Background Checks and Safety

Screened, Background Checked,
& Approved Pet Caregivers

350k+

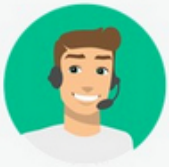
(October 2021)

Property damage of $1,000,000 subject to applicable plan limitations

Screened &
Background Checked

Extensive
Knowledge Testing

Property damage
insured up to
$1,000,000



24/7 Customer
Support

Wag!

Financial Overview

As New Management, We're Just Getting Started

Previous Management

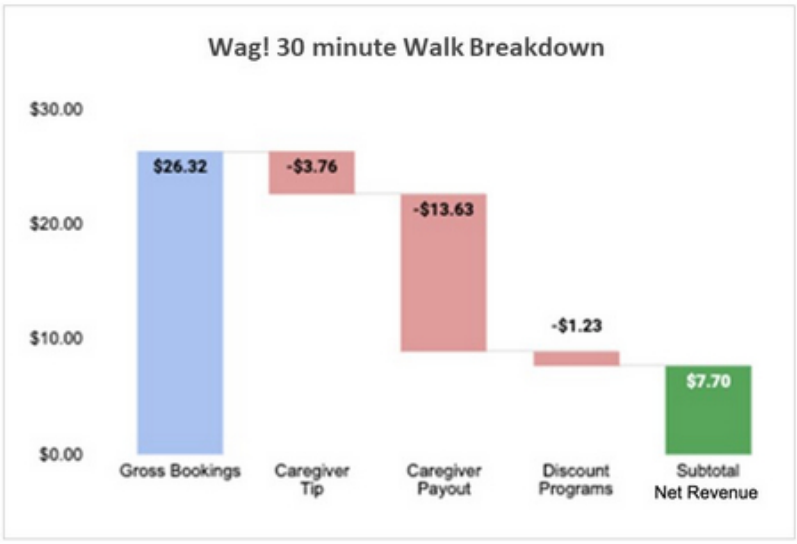
- 443 Employees
- $49k Revenue Per Employee
- 19% Take Rate
- <$1m Non-Walking Revenue
- $125 3-year LTV

New Management

- 75 Employees
- $350k+ Revenue Per Employee
- 37%+ Take Rate
- $10m+ Non-Walking Revenue
- $340+ 3-year LTV

Wag!

We Have Positive Service Unit Economics in Every Market



- 40% Platform Fee across service types
- All markets are contribution margin positive
- Demonstrated success adding complimentary services (Wag! Premium)

October 2021 30-minute walk averages are used as basis for waterfall

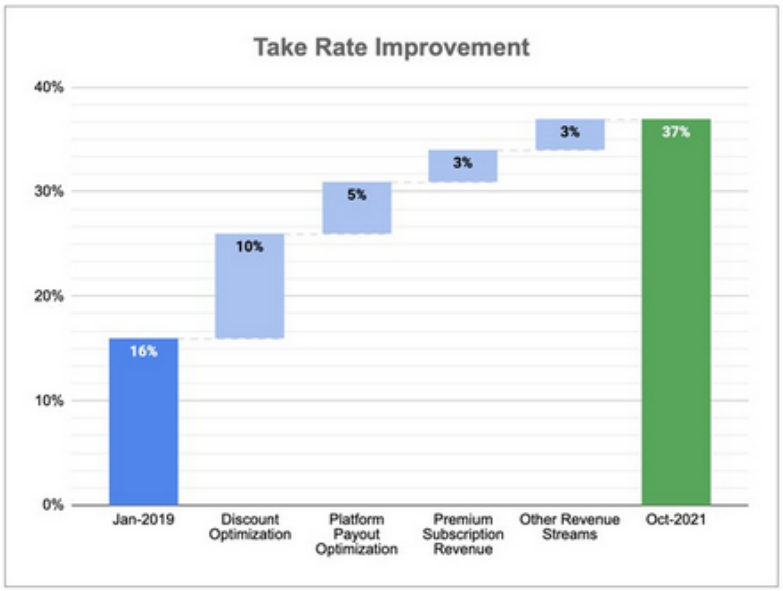
Robust Service Take Rate is Driven by Platform Value & Operational Excellence

Steady State Service Take Rate

37%

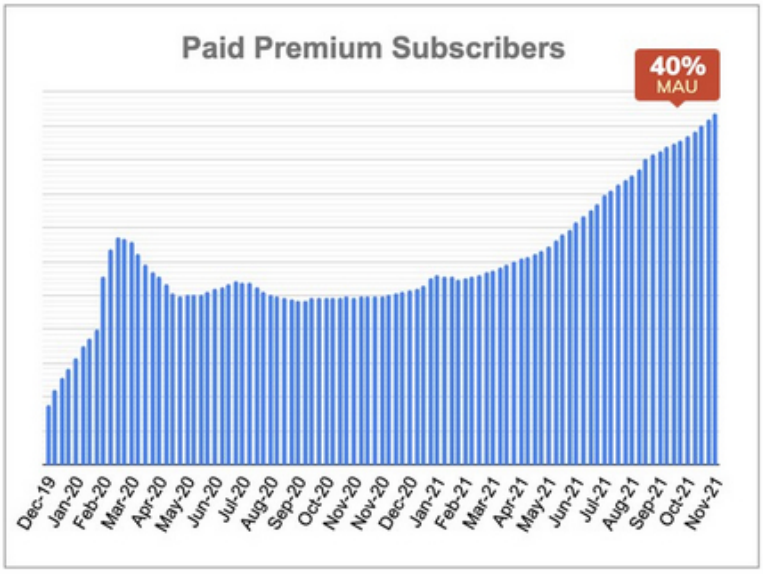
(October 2021)

Data Science and Automation Drive Lasting Improvements



- Intense focus on operational excellence and marketplace mechanics
- Expanding revenue lines to drive increased lifetime value

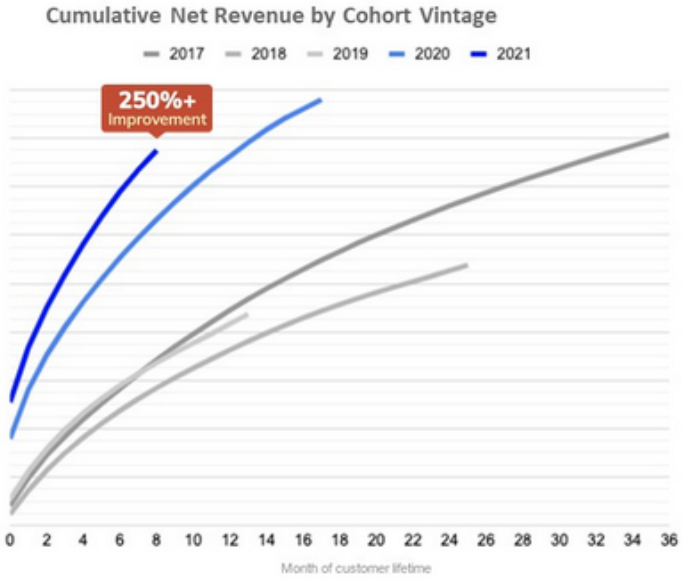
Wag! Premium Value is Obvious and Revenue is Durable



- Wag! Premium has been resilient & sticky in the face of COVID
- Premium drives cross-sell to other service types the benefits extend to
- 30% of Premium subscribers select Annual plan

Wag!

Despite a global pandemic, 2020 & 2021 Cohorts are strongest in the history of the business



2017, 2018, 2019 cohorts cumulative through Feb-2020
2020 cohort includes customers onboarded after March-2020
2020, 2021 cohorts cumulative through September-2021

- 2020 cohorts are significantly outperforming 2017, 2018, & 2019 Cohorts at the same stage
- 2021 cohorts performing even better than 2020 cohorts

Wag!

Strong Gross Margin and Organic Acquisition Result in 3:1 LTV:CAC

Gross Profit LTV is forecasted from post-pandemic cohorts (FY'21)

Pet Parent 3-Year LTV

$340

(June 2021)

June 2021 CAC

$55

(3 month payback)

Near Term CAC Target

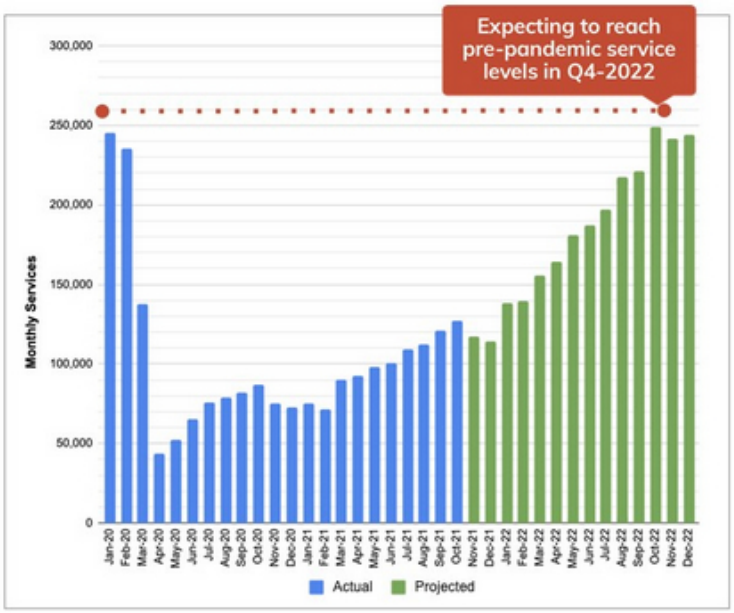
$100

(6 month payback)

Key Forecast Assumptions

SERVICES

- Wag! assumes the return-to-office will take place gradually between Q1'2022 and Q1'2023.
- Monthly services completed on the Wag! platform will return to pre-pandemic levels in Q4'2022.
- Wag! forecasts that pre-2020 cohorts will never fully recover and that they will make up less than 30% of revenue in 2022.
- Forecast assumes 2022 marketing spend converts new bookings with comparable efficiency to pre-COVID levels, with increasing marketing spend per customer beginning in Q3'2021.
- Does not assume overarching improvements to future cohort performance or Wag! Premium penetration.



WELLNESS

- Wag! Wellness synergizes within the Wag! ecosystem through 2022 and beyond & provides significant upside to take rate

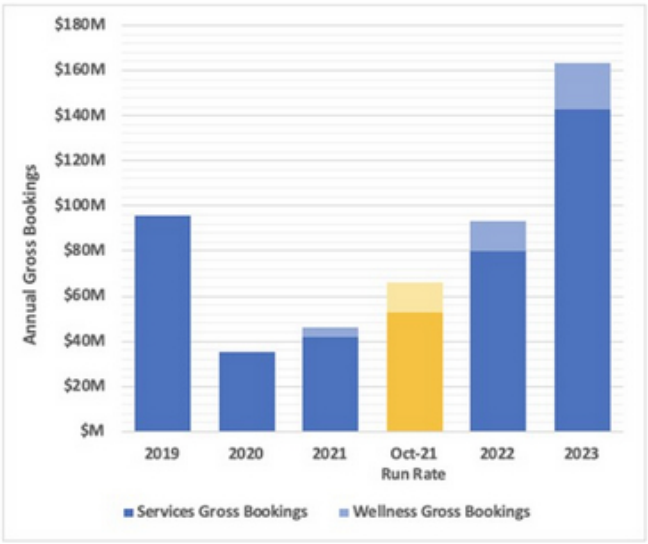
FINANCIALS

- Stable gross margin of approximately 90%
- No material liabilities
- No inorganic acquisition / M&A is assumed in the model
- Forecasted operating EBITDA of $(15.6m) and $(10.7m) for FY'2022 and FY'2023 due to focus on brand building, with positive EBITDA in Q2'2024
- Revenues presented are reduced for certain marketing coupons, which may be presented as Marketing expense in the GAAP financials

Wag!

Summary Financials

Assuming a Slow & Steady Return-to-Work in 2022



Gross Bookings

In Millions

Includes Services delivered to existing and new Pet Parents

Revenue and Take Rate

In Millions

Take Rate is calculated by dividing Revenue by Gross Bookings

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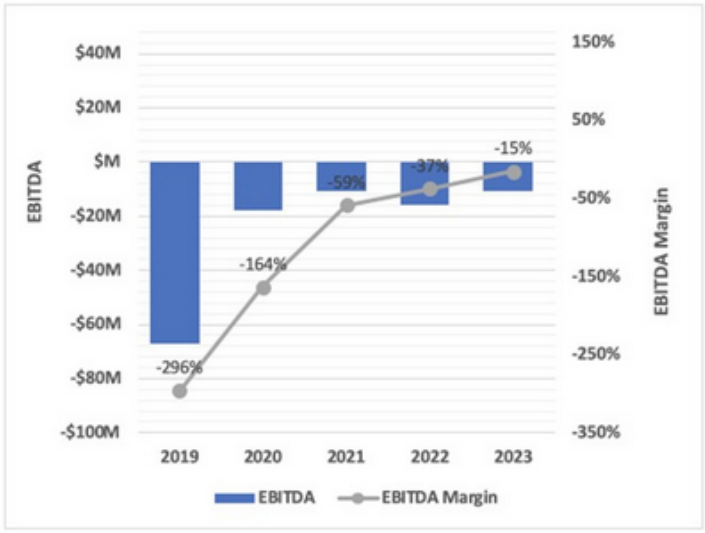
Summary Financials

Operational Excellence Provides Leverage at Scale

Gross Profit and Gross Profit Margin

In Millions



EBITDA and EBITDA Margin

In Millions

EBITDA margin = EBITDA / revenue

EBITDA defined as net income (loss) adjusted for provision for (benefit from) income taxes, interest income (expense), depreciation and amortization, stock-based compensation expense, and 2019/20 restructuring expense

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Key Financial Summary

	2019	2020	2021P	2022P	2023P
Total Services (M)	**3.6**	**1.2**	**1.2**	**2.3**	**4.2**
Gross Bookings ($M)	**$95.4**	**$35.2**	**$45.9**	**$93.4**	**$163.5**
YoY Growth %		*(63%)*	*30%*	*103%*	*75%*
Take Rate	**24%**	**31%**	**41%**	**45%**	**43%**

	2019	2020	2021P	2022P	2023P
Services Revenue	$22.7	$10.9	$14.8	$28.4	$50.0
Wellness Revenue	$0.0	$0.0	$3.9	$13.4	$21.0
Total Revenue ($M)	**$22.7**	**$10.9**	**$18.7**	**$41.8**	**$71.0**
YoY Growth %		*(52%)*	*72%*	*124%*	*70%*
Expenses ($M)					
Primary Cost of Revenue	$8.0	$2.4	$2.5	$4.6	$7.3
Other Cost of Revenue	$1.6	$0.3	$0.2	$0.3	$0.5
Headcount	$38.8	$13.4	$13.0	$19.4	$22.3
Marketing	$14.5	$1.0	$5.7	$20.6	$36.0
Other	$26.9	$11.7	$8.2	$12.5	$15.6
Total Expenses ($M)	**$89.8**	**$28.8**	**$29.6**	**$57.4**	**$81.7**
EBITDA ($M)	*($67.1)*	*($17.9)*	*($10.9)*	*($15.6)*	*($10.7)*
EBITDA Margin %	*(296%)*	*(164%)*	*(59%)*	*(37%)*	*(15%)*
Gross Profit ($M)	*$14.7*	*$8.5*	*$16.2*	*$37.2*	*$63.7*
Gross Profit Margin %	*65%*	*78%*	*87%*	*89%*	*90%*

Financials contained are subject to adjustment based on finalization of the audit and final P&L presentation format

Revenues presented are reduced for certain marketing coupons, which may be presented as Marketing expense in the GAAP financials

Expenses - Other presented exclude restructuring charges (2019 & 2020 only) and stock based compensation expense

Long Term Targets

Metric	2019	2020	Q3'21	Long Term Targets	Key Drivers
Take Rate	24%	31%	42%	40%+	• Continued operational excellence • Applied data science within marketplace mechanics • Penetration of Wag! Premium and subscription services
Revenue Growth	25%	(52%)	136%	40%+	• Post-pandemic return-to-normal • Maturation of existing, launched markets • Expand pet types and service offerings
EBITDA Margin	(296%)	(164%)	(51%)	10%+	• Emphasis on operating leverage within operations and fixed costs

Wag!

Building the #1 Platform for Pet Parents

Wag!

Proven Platform Expansion with Synergistic M&A

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Public Comparables – Rationale

Leading online consumer marketplaces

- Strong consumer internet brands
- 2 or 3 sided marketplaces
- Similar take-rate economics

Powerful network effects

- Large user base that leads to improved algorithms and AI/ML supported by Big Data & Analytics

Strong mobile presence

- Either mobile first or a strong multi-platform strategy, with an emphasis on mobile

Highly disruptive of traditional industries

- Market leaders who were first to move into a brick-and-mortar industry

High growth characteristics with a critical mass of users and activity

- Outsized growth in users and topline revenue

Representative Comparables

airbnb

DOORDASH

Etsy

fiverr®

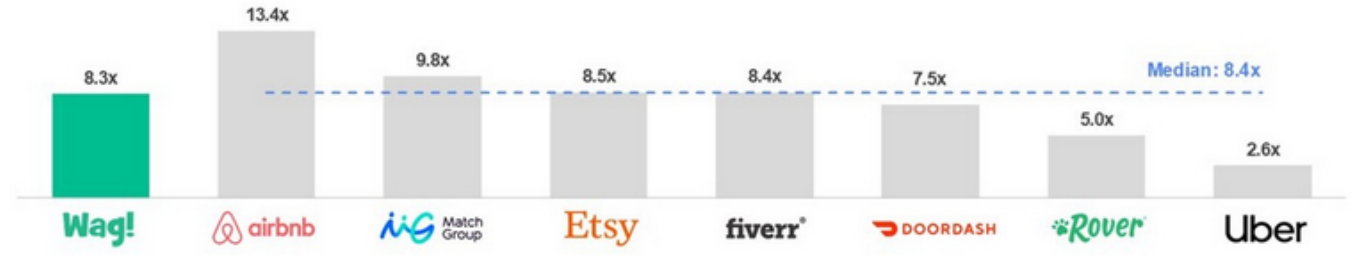
Match Group

Rover

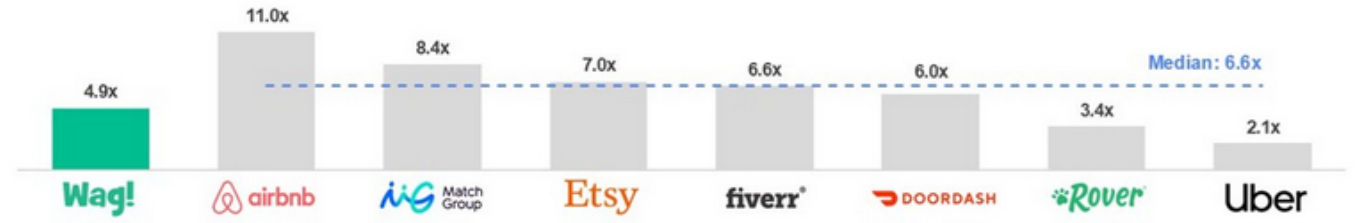
Uber

Public Comparables – Valuation Metrics

2022E Total Enterprise Value / Revenue Multiple (x)



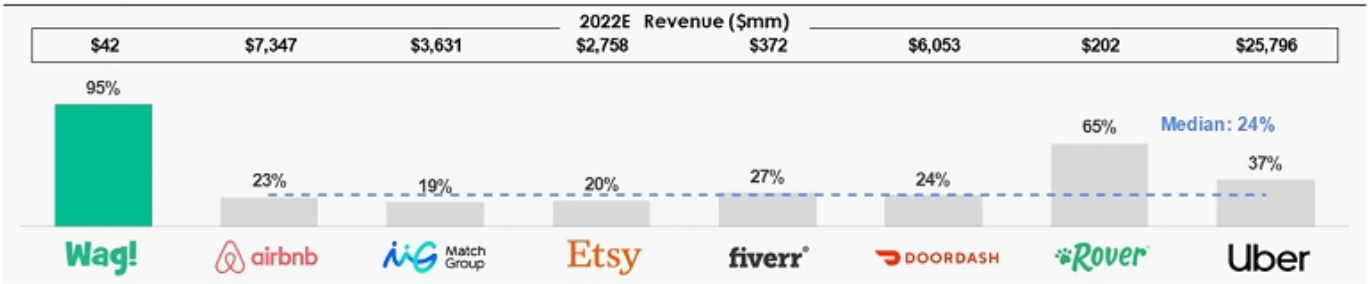
2023E Total Enterprise Value / Revenue Multiple (x)



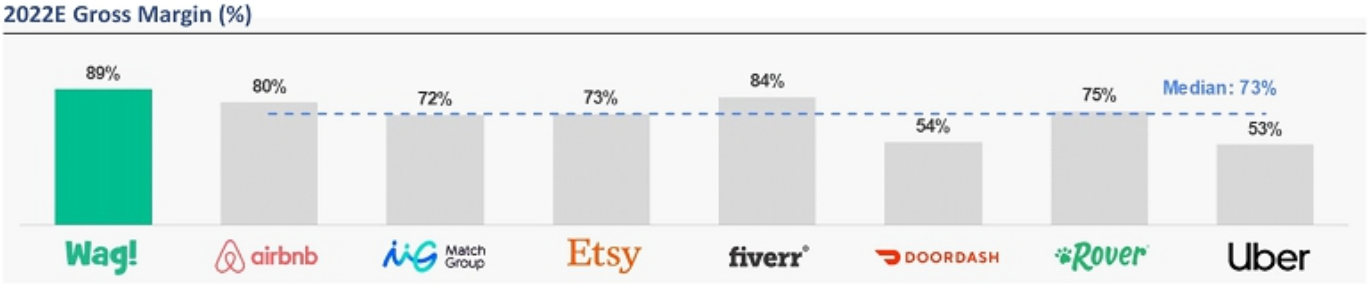
Source: S&P Capital IQ and FactSet
Note: Market data as of 01/31/2022

Public Comparables – Operating Metrics

2021E – 2023E Revenue CAGR (%)



2022E Gross Margin (%)



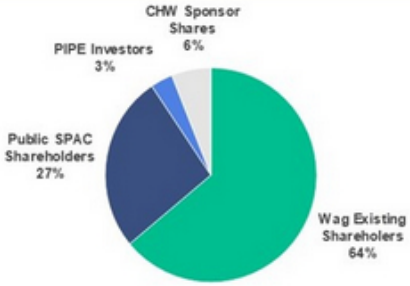
Source: S&P Capital IQ and FactSet
Note: Market data as of 01/31/2022

Transaction Summary

Transaction Overview [1]

- Wag Pro Forma Enterprise Value of $348 million at close of business combination
  - Implied Pro forma Enterprise Value to Revenue multiples of 8.3x and 4.9x, for 2022E and 2023E, respectively
  - Purchase multiples assume revenue of $42 million and $71 million, for 2022E and 2023E, respectively
- Transaction to be funded via a $16 million PIPE offering, $30 million Term Loan, and CHW Cash-in-Trust of $125 million [2]
  - Total cash proceeds of $171 million [2] for the transaction
  - Net cash proceeds to Wag's balance sheet to accelerate and fund growth, as well as, organic and strategic initiatives
- Wag's existing shareholders and management are rolling 100% of their equity into the transaction
- Wag's pre-closing shareholders will potentially receive new additional shares in the form of an earnout achieved in three equal installments at $12.50, $15.00 and $18.00 a share, corresponding to 9.33%, 16.23% and 22.04%, respectively, of pro forma shares outstanding
- CHW has agreed to potentially forfeit up to 360,750 shares based upon similar triggers as Wag's earnout described above [3]

Illustrative Pro Forma Ownership [3]



Sources & Uses at Close

Sources	($mm)	(%)
Equity Rollover	$300	60%
CHW Cash-in-Trust [2]	125	25%
Term Loan	30	6%
Founder Shares	28	6%
PIPE	16	3%
Total	**$499**	**100%**

Uses	($mm)	(%)
Equity Rollover	$300	60%
Cash to Balance Sheet [4]	151	30%
Transaction Fees	20	4%
Founder Shares	28	6%
Total	**$499**	**100%**

Illustrative Pro Forma Valuation

Total Shares Outstanding at Close (mm) [3]	46.9
Stock Price At Issue ($)	$10.00
Implied Post-Money Equity Value ($mm)	**$469**
Less: Net Cash to Balance Sheet ($mm) [4]	(151)
Plus: New Term Loan to Balance Sheet ($mm)	30
Pro Forma Enterprise Value ($mm)	**$348**
Implied TEV / 2022E Revenue (x)	*8.3x*

(1) Does not reflect shares which are expected to be gifted to Pet Caregivers which in aggregate is not anticipated to exceed 1% of the total shares outstanding.
(2) Assumes no CHW stockholder has exercised its redemption rights to receive cash from the trust account. This amount will be reduced by the amount of cash used to satisfy any redemptions.
(3) Pro forma share count includes 30.0 million seller rollover shares, 12.5 million CHW SPAC shares, 1.6 million PIPE investor shares, and 2.8 million CHW Sponsor shares. Excludes the impact of 4.2 million sponsor warrants, and 12.5 million public warrants. Shares outstanding also excludes 15.0 million Company earn-out shares (the "Company Earn-out") and 360,750 sponsor forfeiture shares (the "Sponsor Earn-out"). The Company Earn-out shares and Sponsor-Earn out shares are each divided into three equal parts and are triggered if the share price exceeds i) $12.50, ii) $15.00, and iii) $18.00, in any 20 out of 30 consecutive trading day period, respectively.
(4) $151 million net cash includes $171 million total cash proceeds, net of $20 million transaction fees.

Thank You!

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Appendix

Disclaimer 1/4

Disclaimer

This investor presentation (this "Investor Presentation") has been prepared by Wag Labs, Inc. (the "Company") and CHW Acquisition Corporation (the "SPAC") in connection with the proposed business combination (the "Business Combination") of the SPAC and the Company.

This Investor Presentation is for informational purposes only and does not constitute (i) a solicitation of a proxy, consent or authorization with respect to any securities or in respect of the proposed Business Combination or (ii) an offer to sell, a solicitation of an offer to buy, or a recommendation to purchase any equity, debt or other financial instruments of the SPAC or the Company, or their respective affiliates, which offer may only be made at the time a qualified offeree receives definitive offering documents and other materials (collectively, the "Offering Materials"). Without limiting the generality of the foregoing, this Investor Presentation does not constitute an invitation or inducement of any sort to any person in any jurisdiction in which such an invitation or inducement is not permitted or where the SPAC and the Company are not qualified to make such invitation or inducement. In the event of any conflict between this Investor Presentation and information contained in the Offering Materials, the information in the Offering Materials will control and supersede the information contained in this Investor Presentation. No person has been authorized to make any statement concerning the SPAC or the Company other than as will be set forth in the Offering Materials, and any representation or information not contained therein may not be relied upon.

Cautionary Language Regarding Forward-Looking Statements

This Investor Presentation includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "may," "might," "will," "would," "could," "should," "forecast," "intend," "seek," "target," "anticipate," "believe," "expect," "estimate," "plan," "outlook" and "project" and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Such forward-looking statements, which include estimated financial information, involve known and unknown risks, uncertainties and other factors.

A number of factors could cause actual results or outcomes to differ materially from those indicated by such forward-looking statements. These factors include, without limitation,

- the risk that the proposed Business Combination may not be completed in a timely manner or at all, which may adversely affect the price of the securities of the SPAC or the Company;
- the risk that the proposed Business Combination may not be completed by the 24-month deadline to which the SPAC is subject and the potential failure to obtain an extension of the deadline if sought by the SPAC;
- the failure to satisfy conditions to the consummation of the proposed Business Combination, including the adoption of a business combination agreement (the "BCA") by the shareholders of the SPAC and the Company;
- the lack of a third-party valuation in determining whether or not to pursue the proposed Business Combination;
- the occurrence of any event, change or other circumstance that could give rise to the termination of the BCA;
- the effect of the announcement or pendency of the proposed Business Combination on the Company's business relationships, performance and business generally;
- risks that the proposed Business Combination disrupts current plans and operations of the Company;
- the outcome of any legal proceedings that may be instituted against the Company or the SPAC related to the BCA or the proposed Business Combination;
- the ability to maintain the listing of the SPAC's securities on Nasdaq;
- the volatility of the price of the SPAC's and the post-combination company's securities;
- the ability to implement business plans, forecasts and other expectations after the completion of the proposed Business Combination, and identify and realize additional opportunities;
- the risk of downturns and the possibility of rapid change in the highly competitive industry in which the Company operates;
- the risk that the Company and its current and future collaborators are unable to successfully develop and commercialize the Company's products or services, or experience significant delays in doing so;
- the risk that the post-combination company may not achieve or sustain profitability;
- the risk that the post-combination company will need to raise additional capital to execute its business plan, which may not be available on acceptable terms or at all; and
- the risk that the post-combination company experiences difficulties in managing its growth and expanding operations.

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Disclaimer 2/4

You should (also) carefully consider the risks and uncertainties described on pages * and * of this presentation

Forward-looking statements are based on current expectations, estimates, projections, targets, opinions and/or beliefs of the SPAC and the Company or, when applicable, of one or more third-party sources. No representation or warranty is made with respect to the reasonableness of any estimates, forecasts, illustrations, prospects or returns, which should be regarded as illustrative only.

You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of the SPAC's registration statement on Form S-1 (the "Registration Statement") and the proxy statement/prospectus discussed below and other documents filed by the SPAC from time to time with the U.S. Securities and Exchange Commission ("SEC"). These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements.

You are cautioned not to place undue reliance upon any forward-looking statements, which, unless otherwise indicated herein, speak only as of the date of this Investor Presentation. Neither the SPAC nor the Company commits to update or revise the forward-looking statements set forth herein, whether as a result of new information, future events or otherwise, except as may be required by law.

Use of Projections

This Investor Presentation contains financial forecasts or projections (collectively "Projections") prepared by the Company. The Company's independent registered public accounting firm has not audited, reviewed, compiled or performed any procedures with respect to the Projections for the purpose of their inclusion in this Investor Presentation and, accordingly, neither the SPAC nor the Company expresses an opinion or provides any other form of assurance with respect thereto for the purpose of this Investor Presentation. These Projections should not be relied upon as being necessarily indicative of future results. The Projections are provided solely for illustrative purposes, reflect the current beliefs of the Company as of the date hereof, and are based on a variety of assumptions and estimates about, among others, future operating results, market conditions and transaction costs, all of which may differ from the assumptions on which the Projections are based. The Company does not assume any obligation to update the Projections or information, data, models, facts or assumptions underlying the foregoing in this Investor Presentation.

There are numerous factors related to the markets in general or the implementation of any operational strategy that cannot be fully accounted for with respect to the Projections. Any targets or estimates are therefore subject to a number of important risks, qualifications, limitations and exceptions that could materially and adversely affect the combined company's performance. Moreover, actual events are difficult to project and often depend upon factors that are beyond the control of the SPAC and the Company. The performance projections and estimates are subject to the ongoing COVID-19 pandemic, and have the potential to be revised to take into account further adverse effects of the COVID-19 pandemic on the future performance of the SPAC and the Company. Projected returns and estimates are based on an assumption that public health, economic, market, and other conditions will improve; however, there can be no assurance that such conditions will improve within the time period or to the extent estimated by the SPAC and the Company. The full impact of the COVID-19 pandemic on future performance is particularly uncertain and difficult to predict, therefore actual results may vary materially and adversely from the Projections included herein.

Presentation of Financial Information

The Company's financial statement have been prepared in accordance with International Financial Reporting Standards ("IFRS"), which may not be comparable to financial statements prepared in accordance with US generally accepted accounting principles.

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Disclaimer 3/4

Use of Non-GAAP Financial Measures

This Investor Presentation includes certain financial measures not presented in accordance with GAAP, including, but not limited to, EBITDA and certain ratios and other metrics derived therefrom. These non-GAAP financial measures are not measures of financial performance in accordance with GAAP and may exclude items that are significant in understanding and assessing the Company's financial results. Therefore, these measures should not be considered in isolation or as an alternative to net income, cash flows from operations or other measures of profitability, liquidity or performance under GAAP. You should be aware that the Company's presentation of these measures may not be comparable to similarly-titled measures used by other companies, including those peers whose measures are presented in this Investor Presentation.

The Company believes these non- GAAP measures of financial results provide useful information to management and investors regarding certain financial and business trends relating to the Company's financial condition and results of operations. The Company also believes that the use of these non- GAAP financial measures provides an additional tool for investors to use in evaluating ongoing operating results and trends, and in comparing the Company's financial measures with other similar companies, many of which present similar non- GAAP financial measures to investors. These non-IFRS financial measures are subject to inherent limitations as they reflect the exercise of judgments by management about which expense and income are excluded or included in determining these non-GAAP financial measures. Please refer to any footnotes where presented in this Investor Presentation, as well as to the table on the final page, for a reconciliation of these measures to what the Company believes are the most directly comparable measure evaluated in accordance with GAAP.

This Investor Presentation also includes certain projections of non- GAAP financial measures. Due to the high variability and difficulty in making accurate forecasts and projections of some of the information excluded from these projected measures, together with some of the excluded information not being ascertainable or accessible, the Company is unable to quantify certain amounts that would be required to be included in the most directly comparable IFRS financial measures without unreasonable effort. Consequently, no disclosure of estimated comparable GAAP measures and no reconciliation of the forward-looking non-GAAP financial measures are included in this Investor Presentation.

Certain monetary amounts, percentages and other figures included in this Investor Presentation have been subject to rounding adjustments. Certain other amounts that appear in this Investor Presentation may not sum due to rounding.

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Disclaimer 4/4

General

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The delivery of this Investor Presentation shall not, under any circumstances, create any implication that the Investor Presentation is correct in all respects, including as of any time subsequent to the date hereof, and the SPAC and the Company do not undertake any obligation to update such information at any time after such date. Neither the SPAC nor the Company nor any of their respective affiliates makes any representation or warranty, express or implied, as to the accuracy or completeness of this Investor Presentation and nothing contained herein should be relied upon as a promise or representation as to past or future performance of the SPAC, the Companies or any other entity referenced herein. An investment through the PIPE Offering entails a high degree of risk and no assurance can be given that investors will receive a return on their capital and investors could lose part or all of their investment.

Each recipient acknowledges and agrees that it is receiving this Investor Presentation only for the purposes stated above and subject to all applicable confidentiality obligations as well as securities laws, including without limitation the U.S. federal securities laws and the EU Market Abuse Regulation, prohibiting any person who has received material, non-public information/inside information from purchasing or selling securities of the SPAC or the Company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities

Participants in the Solicitation

The SPAC and its directors and executive officers may be deemed participants in the solicitation of proxies from its stockholders with respect to the proposed Business Combination. A list of the names of those directors and executive officers and a description of their interests in the SPAC is contained in the Registration Statement, which was filed with the SEC and is available free of charge at the SEC's website at www.sec.gov. Additional information regarding the interests of such participants will be contained in the proxy statement/prospectus for the proposed Business Combination when available. The Company and its directors and executive officers may also be deemed to be participants in the solicitation of proxies from the stockholders of the SPAC in connection with the proposed Business Combination. A list of the names of such directors and executive officers and information regarding their interests in the proposed Business Combination will be included in the proxy statement/prospectus for the proposed Business Combination when available.

Additional Information

The SPAC intends to file with the SEC a proxy statement/prospectus relating to the proposed Business Combination, which will be mailed to its stockholders once definitive. This Presentation does not contain all the information that should be considered concerning the proposed Business Combination and is not intended to form the basis of any investment decision or any other decision in respect of the proposed Business Combination. SPAC stockholders and other interested persons are advised to read, when available, the preliminary proxy statement/prospectus and the amendments thereto and the definitive proxy statement/prospectus and other documents filed in connection with the proposed Business Combination, as these materials will contain important information about the Company, the SPAC and the proposed Business Combination. When available, the proxy statement/prospectus and other relevant materials for the proposed Business Combination will be mailed to stockholders of the SPAC as of a record date to be established for voting on the proposed Business Combination. Stockholders will also be able to obtain copies of the preliminary proxy statement/prospectus, the definitive proxy statement/prospectus and other documents filed with the SEC, without charge, once available, at the SEC's website at www.sec.gov.

Risk Factors

The following list of risk factors is provided to certain sophisticated institutional investors in connection with a potential investment in CHW Acquisition Corporation (the "SPAC"), or a newly formed holding company, as part of a proposed business combination between the Company and the SPAC pursuant to which the combined company will become a publicly traded company (the "Business Combination"). References to "we," "us" or "our" are to the Company and, following the Business Combination, refer to the combined company. The list of risk factors has not been prepared for any other purpose. Investing in the combined company's common shares to be issued in connection with the Business Combination involves a high degree of risk. Investors should carefully consider the risks and uncertainties inherent in an investment including those described below, and conduct their own due diligence investigation, before making an investment decision. If we cannot address any of the following risks and uncertainties effectively, or any other risks and difficulties that may arise in the future, our business, financial condition or results of operations could be materially and adversely affected. The risks described below are not the only ones we face. The following list of risks is not exhaustive, and additional risks that we currently do not know about or that we currently believe to be immaterial may also impair our business, financial condition or results of operations. Risks relating to our business will be disclosed in future documents filed or furnished with the US Securities and Exchange Commission ("SEC"), including the documents filed or furnished in connection with the proposed Business Combination. The risks presented in such filings will be consistent with those that would be required for a public company in their SEC filings and may differ significantly from, and will be more extensive than, those presented below.

- **Risks Related to Our Business and Industry**
  - The COVID-19 pandemic, and any future outbreak or other public health emergency, could materially affect our business, liquidity, financial condition and operating results.
  - We may experience significant fluctuations in our operating results and rates of growth.
  - Online marketplaces for pet care are still in relatively early stages of growth and if demand for them does not continue to grow, grows slower than expected, or fails to grow as large as expected, our business, financial condition and operating results could be materially adversely affected.
  - We face intense competition and could fail to gain, or could lose, market share if we are unable to compete effectively.
  - Our failure to quickly identify and adapt to changing industry conditions may have a material and adverse effect on us.
  - Any significant interruptions or delays in IT service or any undetected errors or design faults in IT systems could result in limited capacity, reduced demand, processing delays and loss of customers, suppliers or marketplace merchants and a reduction of commercial activity.
  - Our success depends in large part on our ability to attract and retain high quality management and operating personnel, and if we are unable to attract, retain and motivate well qualified employees, our business could be negatively impacted.
  - We may from time to time pursue acquisitions, which could have an adverse impact on our business, as could the integration of the businesses following acquisition.
  - Exchange rate fluctuations may negatively affect our results of operations.

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Risk Factors

- **Risks Related to Legal, Regulatory and Tax Matters**
  - If pet caregivers are reclassified as employees under applicable law, our business would be materially adversely affected.
  - Our business is subject to a variety of U.S. laws and regulations, many of which are unsettled and still developing and failure to comply with such laws and regulations could subject us to claims or otherwise adversely affect our business, financial condition, or operating results.
  - Government regulation of the Internet, mobile devices and e-commerce is evolving and unfavorable changes could substantially adversely affect our business, financial condition and operating results.
  - Taxing authorities may successfully assert that we have not properly collected, or in the future should collect, sales and use, gross receipts, value added, or similar taxes and may successfully impose additional obligations on us and any such assessments, obligations, or inaccuracies could adversely affect our business, financial condition and operating results.
  - Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.
  - We are subject to increasingly stringent environmental regulations.
  - We may not be able to adequately protect our intellectual property rights or may be accused of infringing intellectual property rights of third parties.
  - We may be unable to continue the use of our domain names or prevent third parties from acquiring and using domain names that infringe upon, are similar to or otherwise decrease the value of our brands, trademarks, or service marks.
  - We may be subject to product liability claims if people or property are harmed by the products sold on our platform.
  - Some of our potential losses may not be covered by insurance. We may not be able to obtain or maintain adequate insurance coverage.
  - We may be exposed to enforcement for violating anti-corruption laws, anti-money laundering laws and other similar laws and regulations.
  - Any actual or perceived breach of security or security incident or privacy or data protection breach or violation could interrupt our operations, harm our brand and adversely affect our reputation, brand, business, financial condition and operating results.
  - Changes in laws or regulations relating to privacy, data protection, or the protection or transfer of data relating to individuals, or any actual or perceived failure by us to comply with such laws and regulations or any other obligations relating to privacy, data protection or the protection or transfer of data relating to individuals, could adversely affect our business.
  - Systems defects and failures and resulting interruptions in the availability of our website, mobile applications, or platform could adversely affect our business, financial condition and operating results.
  - If third-party payment service providers become unavailable or we are subject to increased fees, our business, operating results and financial condition could be materially adversely affected.
  - If third parties software providers were to interfere with the distribution of our platform or with our use of such software, our business would be materially adversely affected.
  - We rely on mobile operating systems and application marketplaces to make our applications available to pet parents and pet caregivers and if we do not effectively operate with or receive favorable placements within such application marketplaces and maintain high user reviews, our usage or brand recognition could decline and our business, financial results and operating results could be materially adversely affected.

Wag!

Risk Factors

- **Risks Related to Owning the Combined Company's Shares**
  - A market for the combined company's common shares may not develop or be sustained, which would adversely affect the liquidity and price of the combined company's common shares.
  - Sales of a substantial number of the combined company's common shares in the public market, including those issued upon exercise of warrants or options, could cause our share price to decline.
  - The combined company's future ability to pay cash dividends to shareholders is subject to the discretion of its board of directors and will be limited by its ability to generate sufficient earnings and cash flows.

- **Risks Related to Being a Public Company**
  - The combined company will incur increased costs as a result of operating as a public company, and its management will devote substantial time to new compliance initiatives.
  - If our estimates or judgments relating to our critical accounting standards prove to be incorrect, or such standards change over time, our results of operations could be adversely affected.
  - We could in the future need to disclose, and be required to remediate, material weaknesses or significant deficiencies in our internal control over financial reporting.

Definitions

- Pet Parent - defined as someone who uses the Wag! Platform to schedule, book, and/or pay for services
- Pet Caregiver - defined as a customer who has successfully completed a background check and leverages the Wag! Platform to request gigs and be paid for pet services
- Frequency - calculated as the number of services completed by a Pet Parent on the Wag! Platform in a given month
- MAU - defined as number of unique Pet Parents who complete a service in a given month
- Revenue - income generated via the Wag! Platform and other revenue streams
- Reviews - calculated as the Pet Parent rating of a service completed by a Pet Caregiver on the Wag! Platform on a scale of one to five
- Attach Rate - calculated as the percentage of customers who've completed services in 2 or more service-types on the Wag platform (Walking, Sitting & Boarding, Drop-Ins, Training, Health)
- Rebooking Rate - calculated as a percentage of cohort who complete one or more services after their first initial booking
- Recurring Services - calculated as percentage of services on a daily basis which are on a set-and-forget repeat schedule, booked through the Wag! Platform
- Take Rate - calculated by dividing Net Revenue by Gross Bookings
- LTV - calculated as the cumulative Gross Profit an average Pet Parent generates over their first three years on the platform, based on historical frequency and retention cohort data
- Gross Profit - Calculated as Net Revenue less cost of goods sold (payment processing, caregiver background checks, web services)
- CAC - marketing acquisition spend divided by number of new customers in a given period
- Organic User Acquisition - defined as the percentage of new Pet Parents who are not attributable to a performance marketing channel, thus discovered Organically
- Services - calculated as the number of services completed through the Wag! Platform in a given period
- Gross Bookings - gross payment volume, including tips, processed through the Wag! Platform and from other revenue streams