PROSPECTUS **NOT FOR GENERAL CIRCULATION IN THE UNITED STATES**

OboTech Acquisition SE

Admission to Trading of 20,000,000 Class A Shares

OboTech Acquisition SE (Legal Identity Identifier ("**LEI**") 222100W9V7IC82G7I598) is a recently formed European company (*Société Européenne*) incorporated under the laws of the Grand Duchy of Luxembourg ("**Luxembourg**"), having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Luxembourg (telephone: +352 27 44 41 7714; website: www.obotechacquisition.com), and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés de Luxembourg*) under number B 252966 (the "**Company**", "**we**", "**us**", "**our**" or "**ourselves**" and with its subsidiaries, "**Group**"), established for the purpose of acquiring one operating business with principal business operations in a member state of the European Economic Area (the "**EEA Member State**") or the United Kingdom or Switzerland (the United Kingdom and Switzerland each a, "**Certain Other Country**") in the form of a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transaction (the "**Business Combination**"). The founder and sponsor of the Company is Obotritia Capital KGaA, an affiliate of Rolf Elgeti.

The Company will seek to consummate the Business Combination with a company with principal operations in an EEA Member State or a Certain Other Country. The Company intends to seek a suitable target for the Business Combination in the real estate technology sector ("**Proptech**") and climate technology sector ("**Climatech**" and together with Proptech, the "**Target Sectors**") which shall encompass primarily the following verticals: smart home technology; construction (design and build tech, innovative materials); smart city and infrastructure; green energy production and storage (real estate & industrial applications); circular climate; and, in addition, the following: property management technologies; data, analytics and reporting; e-brokerage platforms; transaction-based Proptech; and electro mobility as further described in *Section 7.1 – Business Overview*. The Company will have 24 months from the date of the admission to trading to consummate a Business Combination, plus an additional three months if it signs a legally binding agreement with the seller of a target within those initial 24 months (the "**Business Combination Deadline**"). Otherwise, the Company will be liquidated and distribute substantially all of its assets to its shareholders (other than the Founder). Any Business Combination will require approval of a majority of the votes cast at the general shareholders' meeting of the Company. Public Shareholders (as defined herein) may request the redemption of their Public Shares to be effective upon consummation of the Business Combination in the circumstances and subject to the limitations described herein.

The Company placed 20,000,000 Class A redeemable shares with a par value of €0.024, International Securities Identification Number ("**ISIN**") LU2334363566, (each a "**Public Share**" or a "**Class A Share**") and 6,666,666 Class A warrants, ISIN LU2334364374, (each a "**Public Warrant**" or a "**Class A Warrant**") through a private placement (the "**Private Placement**"). Each Public Warrant entitles its holder to subscribe for one Public Share, with a stated exercise price of €11.50 (subject to customary anti-dilution adjustments). The Public Shares and Public Warrants were issued in the Private Placement in the form of units, each consisting of one Public Share with a par value of €0.024 and 1/3 Public Warrant to subscribe for a Public Share (the "**Units**"), at a price of €10.00 per Unit. The Public Warrants will become exercisable 30 days after the consummation of a Business Combination. The Public Warrants expire five years from the date of the consummation of the Business Combination, or earlier upon redemption or liquidation. The Company may redeem the Public Warrants upon at least 30 days' notice at a redemption price of €0.01 per Public Warrant (i) if the closing price of its Public Shares for any 20 out of the 30 consecutive trading days following the consummation of the Business Combination equals or exceeds €18.00 or (ii) if the closing price of its Public Shares for any 20 out of the 30 consecutive trading days following the consummation of the Business Combination equals or exceeds €10.00 but is below €18.00, adjusted for adjustments to the number of Public Shares issuable upon exercise or the exercise price of a Public Warrant as described in this prospectus. Holders of the Public Warrants may exercise them after the redemption notice is given.

The Founder currently holds 5,000,000 convertible class B shares of the Company (the "**Founder Shares**" or "**Class B Shares**" and, together with the Public Shares, the "**Shares**"), which were issued at a par value of €0.024 per Founder Share (the "**Initial Share Capital**"). Upon and following the completion of the Business Combination, the Founder Shares shall convert into Public Shares in accordance with the following schedule: (i) 1/2 on the trading day following the consummation of the Business Combination, and (ii) 1/2 if, post consummation of the Business Combination, the closing price of the Public Shares for any 10 trading days within a 30 trading day period exceeds €12.00, on the trading day following such trading period; while, notwithstanding the foregoing, any Founder Shares transferred by private sales or transfers made in connection with the consummation of the Business Combination at prices no greater than the price at which the Founder Shares were originally purchased, will be redeemed in exchange for the issuance of Public Shares upon the consummation of the Business Combination, but will continue to be subject to the Founder Lock-Up (as defined below) (the "**Promote Schedule**"). The Founder Shares will convert in accordance with the Promote Schedule into a number of Public Shares such that the number of Public Shares issuable to the Founder upon conversion of all Founder Shares will be equal, in the aggregate, on an as-converted basis, to 20% (not taking into account the Founder Shares issued to the Founder as part of the Additional Founder Subscription (as defined below)) of the total number of Public Shares issued and outstanding as a result of the completion of the Private Placement.

The Founder has committed not to transfer, assign, pledge or sell any of the Founder Shares and Founder Warrants other than to Permitted Transferees (as defined below) in accordance with the Founder Lock-Up (as defined below). From the consummation of the Business Combination, the Public Shares received by the Founder as a result of conversion of its Founder Shares in accordance with the Promote Schedule, as well as the Founder Warrants, will become transferrable if, at any time, the closing price of the Public Shares equals or exceeds €15.00 for any 20 trading days within any 30-trading day period, commencing no earlier than 150 days following the date of the consummation of the Business Combination (the "**Founder Lock-Up**").

The foregoing restrictions are not applicable to transfers (a) to the members of the board of directors of the Company (the "**Board of Directors**") or, in case an advisory board is established at the level of the Company, the members of such advisory board, any affiliates or family members of any members of the Board of Directors, any members or partners of the Founder or their affiliates, any affiliates of the Founder, or any employees of such affiliates; (b) in the case of an individual, by gift to a member of one of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family, an affiliate of such person or to a charitable organization; (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, pursuant to a qualified domestic relations order; (e) by private sales or transfers made in connection with the consummation of a Business Combination at prices no greater than the price at which the Founder Shares and Founder Warrants were originally purchased; (f) in the form of pledges, charges or any other security interest granted to any lenders or other creditors, (g) of Founder Shares and Founder Warrants pursuant to enforcement of any security interest entered into in accordance with (f); (h) by virtue of the Founder's organizational documents upon liquidation or dissolution of the Founder; (i) to the Company for no value for cancellation in connection with the consummation of the Business Combination; (j) in the event of the liquidation of the Company prior to the completion of the Business Combination; or (k) in the event of the completion of a liquidation, merger, share exchange or other similar transaction concerning the Company which results in all of the holders of Public Shares having the right to exchange their Public Shares for cash, securities or other property subsequent to the completion the Business Combination (the "**Permitted Transferees**"); provided, however, that in the case of clauses (a) through (g) these Permitted

Transferees must enter into a written agreement agreeing to be bound by these transfer restrictions and the other restrictions included in a certain agreement between the Company and the Founder.

The Founder Shares will only have nominal economic rights (*i.e.*, reimbursement of their par value, at best, in case of liquidation). The Founder Shares were not part of the Private Placement and will not be listed on a stock exchange.

The Founder subscribed for an aggregate of 4,733,333 class B warrants at a price of €1.50 per warrant (the "**Founder Warrants**" or "**Class B Warrants**") (€7,100,000 in the aggregate) in a separate private placement that occurred immediately prior to the date of this Prospectus (the "**Founder Capital At-Risk**"). The Founder Capital At-Risk will be used to finance the Company's working capital requirements and Private Placement and Listing (as defined below) expenses as well as the remuneration of the non-executive member of the Board of Directors in the amount of €10,000 per annum and due diligence costs in connection with the Business Combination, except for the deferred listing commission, that will, if and when due and payable, be paid from the Escrow Account (as defined below).

In addition, the Founder subscribed to 325,000 Founder Shares and 108,333 Founder Warrants, for an aggregate purchase price of €3,250,000 (the "**Additional Founder Subscription**"). The proceeds of the Additional Founder Subscription will be used to cover the negative interest, if any, paid on the proceeds held in the Escrow Account (as defined below) up to an amount equal to the proceeds from the Additional Founder Subscription to allow, in case of a liquidation of the Company after expiry of the Business Combination Deadline or in case of redemptions of Public Shares in the context of a Business Combination, for a redemption at €10.00 per Public Share. For any excess portion of the Additional Founder Subscription remaining after consummation of the Business Combination and the redemption of Public Shares, the Founder may elect to either (i) request repayment of the remaining cash portion of the Additional Founder Subscription by redeeming the corresponding number of Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription or (ii) keep the Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription (in which case the Company may keep the remaining cash portion of the Additional Founder Subscription for discretionary use).

The Founder Warrants will have substantially the same terms as the Public Warrants, except that they cannot be redeemed and they may always be exercised on a cashless basis while held by the Founder or its Permitted Transferees. The Founder Warrants were not part of the Private Placement and will not be listed on a stock exchange.

The Company will transfer all of the gross proceeds from the Private Placement of the Units and the Additional Founder Subscription into an escrow account (the "**Escrow Account**") with Joh. Berenberg, Gossler & Co. KG opened by the Company's German affiliate OboTech Services GmbH & Co. KG ("**OboTech Services KG**"). If a Business Combination is consummated by the Business Combination Deadline, the amounts held in the Escrow Account will be paid out in the following order of priority, (i) to redeem the Public Shares for which a redemption right was validly exercised, (ii) in relation to any Public Share for which a Public Shareholder has validly exercised a redemption right, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income, (iii) to pay the deferred listing commission and (iv) payment of any remainder of any amount in the Escrow Account to the Company for use in paying the cash portion, if any, of the consideration due for the Business Combination and to cover future liquidity requirements of the target acquired in the Business Combination. If the Company does not consummate a Business Combination by the relevant deadline, the amounts standing to the credit of the Escrow Account will be distributed by OboTech Services KG to the Company, and, after deduction of the unused portion, if any, of the proceeds from the Additional Founder Subscription, at first priority distributed to the holders of the Public Shares.

The Company does not fall within the scope of the European Commission Directive 2011/61/EU (Alternative Investment Fund Managers Directive) because, upon the consummation of the Business Combination, the Company will cease its business activity as a special purpose acquisition company (*i.e.*,. to acquire an operating company in the Business Combination) as it will no longer have the corporate purpose of investing in the course of a business combination but become an operating company and/or holding company of a group.

The Company has applied for admission of the Public Shares to trading on the regulated market (*regulierter Markt*) (within the meaning of Article 4 para. 21 Directive 2014/65/EU) of the Frankfurt Stock Exchange (General Standard) under the symbol "OTA" (the "**Listing**"). Prior to the Listing, there has been no public market for the Public Shares.

Investing in the Units, Public Shares and Public Warrants involves certain risks. See "*1. Risk Factors*" beginning on page 1.

The securities for which the Company has applied for admission for trading hereby and which have been placed in the Private Placement have not been and will not be registered under the Securities Act and have been offered or sold in the United States of America (the "United States") or to U.S. persons only to, or for the account or benefit of, qualified institutional buyers ("QIBs"), as defined in, and in reliance on Rule 144A ("Rule 144A") under the U.S. Securities Act of 1933, as amended (the "Securities Act"). Outside the United States, the Units have only been offered and sold to non-U.S. persons in offshore transactions in compliance with Regulation S ("Regulation S") under the Securities Act.

This prospectus (the "**Prospectus**") has been prepared in the form of a single document within the meaning of Article 6 para. 3 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the "**Prospectus Regulation**") in connection with the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004.

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), in its capacity as competent authority under the Prospectus Regulation and the Luxembourg law of July 16, 2019 on prospectuses for securities (the "**Luxembourg Prospectus Law**") for the purpose of the admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard) and application has been made to notify the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht,* the "**BaFin**") in accordance with the European passport mechanism set forth Article 25 para. 1 of the Prospectus Regulation. The CSSF has not reviewed or approved any information in relation to the Class A Warrants, Class B Warrants and the Private Placement as the CSSF is only competent for the admission to trading of the Class A Shares on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange.

This Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (http://www.bourse.lu) and on the Company's website at www.obotechacquisition.com under the "Investor Relations" section. By approving this Prospectus, the CSSF gives no undertaking as to the economic or financial soundness of the transaction or the quality and solvency of the Company in line with the provisions of Article 6 para. 4 of the Luxembourg Prospectus Law.

The Public Shares are in dematerialized form and deposited with LuxCSD. The Public Warrants are in global permanent form represented by a global bearer certificate, which is deposited with a common depositary for Euroclear Bank S.A./N.V. and Clearstream Banking S.A.

J.P. Morgan AG, business address TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany (telephone: +49 (0) 69 7124-0; website: www.jpmorgan.com), LEI 549300ZK53CNGEEI6A29 ("**J.P. Morgan**", the "**Manager**" or the "**Sole Bookrunner**") expect that the Public

Shares and Public Warrants underlying the Units will be delivered through the facilities of LuxCSD, Clearstream Banking S.A. on or about May 5, 2021.

Manager and Sole Bookrunner

J.P. Morgan AG

May 3, 2021

This prospectus is valid until May 3, 2022.

The obligation to supplement this prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the prospectus is no longer valid.

(This page has been left blank intentionally)

TABLE OF CONTENTS

I. SUMMARY OF THE PROSPECTUS

A – Introduction and Warnings

This prospectus (the "**Prospectus**") relates to 20,000,000 Class A redeemable shares with a par value of €0.024, International Securities Identification Number ("**ISIN**") LU2334363566 (the "**Public Shares**" or "**Class A Shares**") of OboTech Acquisition SE (Legal Entity Identifier ("**LEI**") 222100W9V7IC82G7I598), a European company (*Societas Europaea*) existing under Luxembourg law, having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg ("**Luxembourg**") (telephone: +352 27 44 41 7714; website: www.obotechacquisition.com) and registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés de Luxembourg*) under number B 252966 (the "**Company**", "**we**", "**us**", "**our**" or "**ourselves**" and with its subsidiaries, "**Group**"). The Public Shares will be admitted to, and listed on, the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard). J.P. Morgan AG will act as listing agent for the Public Shares (business address: TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany (LEI 549300ZK53CNGEEI6A29) (the "**Listing Agent**"). The Company also issued 6,666,666 Class A warrants to subscribe for one Public Share, ISIN LU2334364374 (the "**Public Warrants**" or "**Class A Warrants**"). The Public Warrants will be introduced to trading on the open market (*Freiverkehr*) of the Frankfurt Stock Exchange (*Börse Frankfurt Zertifikate AG*).

J.P. Morgan AG, business address TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany (telephone: +49 (0) 69 7124-0; website: www.jpmorgan.com), LEI 549300ZK53CNGEEI6A29 ("**J.P. Morgan**", the "**Manager**" or the "**Sole Bookrunner**") is advising the Company in connection with the Listing and the Private Placement (both defined below) of the Public Shares and the Public Warrants on the Frankfurt Stock Exchange.

This Prospectus has been filed with and approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), 283, route d'Arlon, L-1150 Luxembourg (telephone: +352 26 25 1-1 (switchboard); fax: +352 26 25 1-2601; e-mail: direction@cssf.lu) as competent authority pursuant to Article 6 of the Luxembourg law of July 16, 2019, on prospectuses for securities (the "**Luxembourg Prospectus Law**") for the purposes of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the "**Prospectus Regulation**") for purpose of the admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard) on May 3, 2021.

This summary should be read as an introduction to this Prospectus. Any decision to invest in the Public Shares of the Company should be based on a consideration of this Prospectus as a whole by an investor. Investors in the Public Shares of the Company could lose all or part of their invested capital. Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating this Prospectus before the legal proceedings are initiated. Civil liability attaches only to persons who have tabled this summary where the summary includes misleading, inaccurate or inconsistent statements, when read together with the other parts of this Prospectus, or where it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the Public Shares of the Company.

B – Key Information on the Issuer

B.1 – Who is the Issuer of the securities?

Issuer Information – The legal and commercial name of the Company is OboTech Acquisition SE. The Company has its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, and is registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés de Luxembourg*) under number B 252966. The Company is a European company (*Societas Europaea*), incorporated and existing under Luxembourg law.

The Company has entered into a service agreement pursuant to which its subsidiary OboTech Services GmbH & Co. KG ("**OboTech Services KG**"), a German limited partnership, shall assist the Company in its search for, evaluation of and initial negotiations with potential target companies. Lars Wittan, resident of Germany and member of the board of directors of the Company (the "**Board of Directors**"), is also the managing director of OboTech Services Verwaltungs-GmbH ("**OboTech Services GmbH**"), the general partner of OboTech Services KG. The final negotiations with a potential target as well as any agreements for the Business Combination (as defined below) (*e.g.*, letter of intent and business combination agreement) will be executed by the Company, and all resolutions concerning the Business Combination will be passed by the corporate bodies of the Company.

In addition, OboTech Services KG has established and will hold the escrow account at Joh. Berenberg, Gossler & Co. KG ("**Berenberg**") in which the proceeds from the Private Placement (as defined below) and the Additional

Founder Subscription (as defined below) will be placed (the "**Escrow Account**"). The escrow agreement was entered into by OboTech Services KG and Berenberg. In its function as escrow agent, Berenberg will only release the funds from the Escrow Account (i) in case of a consummation of the Business Combination (first to redeem Public Shares for which a redemption right was validly exercised, second to pay any pro-rata interest or other income earned on such funds to such holders of Public Shares ("**Public Shareholders**"), and only after such redemption to pay other costs in connection with the Business Combination), (ii) in case no Business Combination has been consummated by the Business Combination Deadline (first to redeem all Public Shares, second to pay any pro-rata interest or other income earned on such funds to each Public Shareholder and only after such payment the remainder to the Company), and (iii) to pay income tax on interest earned, if any, on the Escrow Account or to pay any remaining interest earned to the Company. In no other event is Berenberg permitted to release or to effect the release of funds from the Escrow Account, except in case legally required pursuant to a final or immediately enforceable judgment or other order of a competent court.

Principal Activities – The Company has been established for the purpose of acquiring one operating business with principal business operations in a member state of the European Economic Area (the "**EEA Member State**") or the United Kingdom or Switzerland (the United Kingdom and Switzerland each a, "**Certain Other Country**") in the form of a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transactions (the "**Business Combination**"). The Company's principal activities to date have been limited to organizational activities, including the identification of potential target companies for the Business Combination, as well as the preparation and execution of the private placement of the Public Shares and Public Warrants in the form of units (the "**Private Placement**") and of the application for admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard) (the "**Listing**"). The Company has not engaged and will not engage in substantive negotiations with any target business about a potential Business Combination until after the admission to trading of the Public Shares. The sponsor and founder of the Company is Obotritia Capital KGaA, an affiliate of Rolf Elgeti, the founder and general partner of Obotritia Capital KGaA, (the "**Founder**").

The Company will focus on consummating a Business Combination in the real estate technology sector ("**Proptech**") and climate technology sector ("**Climatech**" and together with Proptech, the "**Target Sectors**") which shall encompass primarily the following verticals: smart home technology; construction (design and build tech, innovative materials); smart city and infrastructure; green energy production and storage (real estate & industrial applications); circular climate; and, in addition, the following: property management technologies; data, analytics and reporting; e-brokerage platforms; transaction-based Proptech; and electro mobility. The equity value shall be between €200 million and €3 billion (pre money). In addition to sector, geography and equity value, we have identified potential targets based on the following key qualitative and quantitative features: competitive advantages relative to peers; excellent management team; primarily equity financed; value creation potential; compelling growth potential; tech-driven business model with opportunity to scale; attractive unit economics and target to benefit from being publicly listed. By leveraging the relationships and experience of the management team, the Company currently believes that it is well-positioned to identify and structure an attractive Business Combination to present to its shareholders for approval within one year from the date of approval of this Prospectus.

Any proposed Business Combination must be approved by a majority of the votes cast at the general shareholders' meeting. In connection with the invitation to such general shareholders' meeting, the Company will publish comprehensive information on the specific target. Upon approval of the Business Combination, the Company may decide to increase its share capital by issuing new Public Shares from its authorized capital to one or several investors (via a private investment in public equity, or PIPE, transaction), with exclusion of pre-emptive rights for existing shareholders in accordance with the Company's articles of association.

The Company will have 24 months from the admission to trading to consummate a Business Combination, plus an additional three months if it signs a legally binding agreement with the seller of a target within those initial 24 months (the "**Business Combination Deadline**"). Otherwise, the Company will be liquidated. Upon expiry of the Business Combination Deadline, the Company will (i) cease all operations except for those required for the purpose of its winding up, (ii) receive the amounts on deposit in the Escrow Account, which will be released to OboTech Services KG, which will then distribute the amounts to the Company, (iii) as promptly as reasonably possible (the Company estimates six weeks after the expiry of the Business Combination Deadline), redeem the Public Shares, at a per-share price, payable, subject to sufficient distributable reserves, in cash, equal to the aggregate amount on deposit in the Escrow Account at the time of the expiry of the Business Combination Deadline, reduced by the portion of the Additional Founder Subscription (as defined below), if any, that has not been used to cover negative interest on the Escrow Account, divided by the number of the then outstanding Public Shares, whereby such redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iv) as promptly as reasonably possible

following such redemption, subject to the approval of the remaining shareholders and the Board of Directors, liquidate and dissolve, subject in the case of clauses (iii) and (iv), to the Company's obligations under Luxembourg law to provide for claims of creditors and the requirements of other applicable law. There will be no redemption rights or liquidation distributions with respect to the Public Warrants and Founder Warrants (as defined below), which will expire worthless and there will be no liquidation rights to the Founder Shares or Founder Warrants (both as defined below) that will affect the Company's ability to redeem the Public Shares at the price of the initial investment.

Major and Controlling Shareholders – The Founder, Obotritia Capital KGaA, an affiliate of Rolf Elgeti, holds 5,325,000 shares or approximately 21% of the share capital of the Company, in the form of Founder Shares.
Voting rights – For all matters submitted to a vote of the shareholders, including any vote in connection with the Business Combination, except as required by Luxembourg law, holders of Founder Shares and holders of Public Shares will vote together as a single class, with each share entitling the holder to one vote.

Management – The Company is managed by its Board of Directors, composed of Rolf Elgeti (chairperson), Lars Wittan, Benjamin Barnett, and Richard Kohl.

Independent Auditor – The Company appointed Mazars Luxembourg S.A., with registered office at 5, Rue Guillaume J. Kroll, L-1882 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés de Luxembourg*) under number B 159962 as its independent auditor.

B.2 – What is the key financial information regarding the Issuer?

The Company was recently formed and has not conducted any operations, so only information for the time since its formation is presented.

Statement of interim consolidated financial position data

	As of March 31, 2021 (in €)	
	Actual	**As adjusted (unaudited)[(1)]**
Statement of interim consolidated financial position data		
Total equity and liabilities	515,064	202,034,560
Total liabilities	443,132	194,909,961
Total equity	71,932	7,124,599

(1) As adjusted for proceeds from Private Placement, purchase price of Founder Warrants (€7,100,000) and expenses of Private Placement and Listing, excluding the Deferred Listing Commission (as defined below).

Interim Income statement

	For the period ended March 31, 2021
	(audited)
	in €
Revenue	0.00
Profit/(Loss) for the period	(48,068)

Interim Cash flow statement

	For the period ended March 31, 2021
	(audited)
	in €
Net cash flows from operating activities	0.00
Net cash flows from investing activities	25,500
Net cash flows from financing activities	120,000
Cash and cash equivalents as of March 31, 2021	**145,500**

Description of any qualifications in the audit report relating to the historical key financial information
Not applicable.

B.3 – What are the key risks that are specific to the Company?

- We are a recently formed, development stage company with no operating history and no revenues, and investors have no basis on which to evaluate our ability to achieve our business objective.
- We may be unable to successfully complete the Business Combination.
- We face significant competition and other obstacles that may make it difficult for us to identify and

consummate the Business Combination.

- We may issue new Public Shares or preferred shares via a private investment in public entity, or PIPE, to consummate the Business Combination, which may dilute the interests of our Public Shareholders or represent other risks.
- Since we have not yet selected a target business for the Business Combination, investors cannot currently ascertain the merits or risks of the industry or business in which we may ultimately operate.
- We could be adversely affected by the loss of any of our members of the management team.
- If we liquidate before concluding a Business Combination, our Public Shareholders may receive less than €10.00 per Public Share on distribution of Escrow Account funds.
- The Founder will continue other external business endeavors in some capacity and possibly in similar areas of business, which may compete or even conflict with the interest of Company.
- Even if we complete the Business Combination, any operating improvements proposed and implemented by us may not be successful or they may not be effective in increasing the valuation of any target.
- If we do not conduct an adequate due diligence investigation of a target business with which we combine, we may be required to subsequently take write-downs or write-offs, restructuring, and impairment or other charges that could have a significant negative effect on our future financial condition, results of operations and the price of the Public Shares and Public Warrants.
- We may be qualified as an alternative investment fund.

C – Key Information on the Securities

C.1 – What are the Main Features of the Securities?

Number and Form of Shares – This Prospectus relates to the admission to trading of 20,000,000 Public Shares. Application has been made for admission to trading of the Public Shares on the Frankfurt Stock Exchange. In addition to the Public Shares listed pursuant to this Prospectus, investors will receive a total of 6,666,666 Public Warrants, each entitling its holder to subscribe for one Public Share with a stated exercise price of €11.50 (subject to customary anti-dilution adjustments).

As of the date of the Prospectus, the Company's share capital amounts to €607,800, divided into 20,000,000 Public Shares and 5,325,000 shares held by the Founder (the "**Founder Shares**" or "**Class B Shares**"). The Public Shares are dematerialized shares with a par value of €0.024. All shares of the Company will be fully paid up.

Investment by the Founder – The Founder holds Founder Shares that are convertible into Public Shares and Class B warrants (the "**Founder Warrants**" or "**Class B Warrants**") that will be exercisable for Public Shares. Upon and following the completion of the Business Combination, the Founder Shares shall convert into Public Shares in accordance with the following schedule: (i) 1/2 on the trading day following the consummation of the Business Combination, and (ii) 1/2 if, post consummation of the Business Combination, the closing price of the Public Shares for any 10 trading days within a 30 trading day period exceeds €12.00, on the trading day following such trading period; while, notwithstanding the foregoing, any Founder Shares transferred by private sales or transfers made in connection with the consummation of the Business Combination at prices no greater than the price at which the Founder Shares were originally purchased, will be redeemed in exchange for the issuance of Public Shares upon the consummation of the Business Combination, but will continue to be subject to the Founder Lock-Up (as defined below) (the "**Promote Schedule**"). The Founder Shares will convert in accordance with the Promote Schedule into such number of Public Shares that the number of Public Shares issuable to the Founder upon conversion of all Founder Shares will be equal, in the aggregate, on an as-converted basis, to 20% (not taking into account the Founder Shares issued as part of the Additional Founder Subscription (as defined below)) of the total number of Public Shares issued and outstanding as a result of the completion of the Private Placement.

The Founder subscribed for an aggregate of 4,733,333 Founder Warrants at a price of €1.50 per warrant (€7,100,000 in the aggregate) in a separate private placement that occurred immediately prior to the date of this Prospectus (the "**Founder Capital At-Risk**"). The proceeds from this issuance of the Founder Warrants will be used to fund the Company's working capital requirements and Private Placement and Listing expenses, except for the fixed deferred listing commission (the "**Deferred Listing Commission**") that will, if and when due and payable, be paid from the Escrow Account, until the completion of the Business Combination, as well as the remuneration of the non-executive members of the Board of Directors in the amount of €10,000 per annum and due diligence costs in connection with the Business Combination.

In addition, the Founder has agreed to subscribe to 325,000 Founder Shares and 108,333 Founder Warrants, for an aggregate purchase price of €3,250,000 (the "**Additional Founder Subscription**"). The proceeds of the Additional Founder Subscription will be used to cover the negative interest, if any, paid on the proceeds held in the Escrow Account up to an amount equal to the proceeds from the Additional Founder Subscription to allow, in

case of a liquidation of the Company after expiry of the Business Combination Deadline or in case of redemptions of Public Shares in the context of a Business Combination, for a redemption at €10.00 per Public. For any excess portion of the Additional Founder Subscription remaining after consummation of the Business Combination and redemption of Public Shares, the Founder may elect to either (i) request repayment of the remaining cash portion of the Additional Founder Subscription by redeeming the corresponding number of Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription or (ii) keep the Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription (in which case the Company may keep the remaining cash portion of the Additional Founder Subscription for discretionary use).

The Founder Warrants will have substantially the same terms as the Public Warrants, including the same stated exercise price, except that they cannot be redeemed and they may always be exercised on a cashless basis while held by the Founder or its permitted transferees, and that they will not be listed on any stock exchange. Each Founder Share is entitled to one vote at any general shareholders' meeting. Prior to the Business Combination and thereafter until the Founder Shares convert into Public Shares in accordance with the Promote Schedule, Founder Shares will not have any rights to dividends and distributions or any right to participate in liquidation proceeds.

The Founder has committed not to transfer, assign, pledge or sell any Founder Shares and Founder Warrants other than to permitted transferees in accordance with the Founder Lock-Up (as defined below). From the consummation of the Business Combination, the Public Shares received by the Founder as a result of conversion of its Founder Shares in accordance with the Promote Schedule, as well as the Founder Warrants, will become transferrable if, at any time, the closing price of the Public Shares equals or exceeds €15.00 for any 20 trading days within any 30-trading day period, commencing no earlier than 150 days following the date of the consummation of the Business Combination (the "**Founder Lock-Up**"). Any permitted transferees will be subject to the same restrictions as the Founder with respect to any Founder Shares and Founder Warrants.

Delivery and Settlement – The delivery of the Public Shares is expected to occur on May 5, 2021.

At the shareholder's option, the Public Shares will be credited either to a securities deposit account maintained by a German bank with Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Germany, or to a securities account of a participant in Euroclear Bank S.A./N.V., 1, Boulevard Roi Albert II, 1120 Brussels, Belgium, as the operator of the Euroclear system, or to Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg, for the account of such shareholder.

ISIN/WKN/Common Code/Stock Symbol	***Public Shares***
International Securities Identification Number (ISIN)	LU2334363566
German Securities Identification Number (*Wertpapierkennnummer* – WKN)	A3CM9E
Common Code	233436356
Stock Symbol	OTA

Rights Attached to the Shares, relative Seniority and Transferability – Each Public Share carries one vote in the shareholders' meeting of the Company. All Public Shares carry full dividend rights from the date of their issuance. The Public Shares are freely transferable in accordance with the legal provisions applicable to dematerialized shares, subject to certain lock-up commitments entered into between the Company and the Founder.

Any proposed Business Combination must be approved by a majority of the votes cast at the general shareholders' meeting. No quorum requirement exists for such general shareholders' meeting, unless required under Luxembourg law (*e.g.*, for a merger). The Company will provide the Public Shareholders with the opportunity to redeem all or a portion of their Public Shares upon the completion of the Business Combination at a per-share price of €10.00, payable in cash, subject to the availability of sufficient amounts on deposit in the Escrow Account and sufficient distributable reserves. The Company expects, barring unforeseeable events, that not only will sufficient amounts be available in the Escrow Account to allow for a redemption of the Public Shares in the amount of the initial investment, but that it will also have sufficient distributable reserves to allow for a redemption of the Public Shares in the full amount of the initial investment until the Business Combination. In case of a liquidation of the Company, the Public Shareholders are entitled to redeem their Public Shares, at a per-share price, payable, subject to sufficient distributable reserves, in cash, equal to the aggregate amount on deposit in the Escrow Account at the time of the expiry of the Business Combination Deadline, reduced by the portion of the Additional Founder Subscription, if any, that has not been used to cover negative interest on the Escrow Account, divided by the number of the then outstanding Public Shares, whereby such redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any).

Dividend Policy – The Company does not intend to pay dividends prior to completion of the Business Combination. After the consummation of the Business Combination, the payment of dividends will depend on the Company's revenues and earnings, if any, the Company's capital requirements and general financial condition

and whether the Company will be solvent immediately after payment of any dividend. The payment of dividends will be subject to the availability of distributable profits, premium or reserves, and to the approval of our general shareholders' meeting in accordance with applicable Luxembourg law.

C.2 – Where will the securities be traded?

On April 14, 2021, the Company has applied for admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard).

C.3 – What are the key risks attached to the securities?

- The Founder has paid approximately €0.024 per Founder Share for their Founder Shares (with exception of the Founder Shares issued under the Additional Founder Subscription, which were subscribed for €9.99 per Founder Share) and, accordingly, upon conversion of the Founder Shares into Public Shares, investors will experience material net-asset value dilution.
- There is currently no market for the Public Shares and Public Warrants and, notwithstanding our intention to list the Public Shares and Public Warrants on the Frankfurt Stock Exchange, a market for the Public Shares and Public Warrants may not develop, which would adversely affect the liquidity and price of the Public Shares and Public Warrants.
- The payment of future dividends will depend on successfully consummating a Business Combination as well as on our business, financial condition, cash flows and results of operations.

D – Key Information on the Admission to Trading

D.1 – Under which conditions and timetable can I invest in this security?

Listing and Closing – Listing approval is expected to be granted on May 3, 2021, and trading is expected to commence on May 4, 2021.

Private Placement – On April 29, 2021, in anticipation of the expected admission to trading of the Public Shares on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard) and the introduction to trading of the Public Warrants on the open market (*Freiverkehr*) of the Frankfurt Stock Exchange (*Börse Frankfurt Zertifikate AG*), the Company, together with the Manager, initiated a Private Placement of 20,000,000 Units, each consisting of one Public Share and 1/3 Public Warrant for a price of €10.00 per Unit.

Dilution – Prior to the consummation of the Business Combination, holders of Public Shares will not experience any dilution. Upon and following consummation of the Business Combination, holders of Public Shares will experience material net-asset value dilution at any point the Founder Shares convert to Public Shares in accordance with the Promote Schedule. This is a result of the conversion of the Founder Shares into Class A shares with the same economic rights as the Public Shares (in accordance with the Promote Schedule) despite the fact that the Founder paid only €0.024 per share compared to €10.00 per share by the initial investors in the Public Shares. In addition, if a large number of holders of Public Shares obtain redemption of their Public Shares, the net-asset value dilution will be greater. The amount of net-asset value dilution per Public Share will be in the range of €1.995 to up to €9.976 in case all holders of Public Shares redeem their Public Shares.

Total Expenses – We estimate the total expenses at €5,550,000, excluding the Deferred Listing Commission.

Expenses Charged to Investors – Only customary transaction and handling fees charged by the investors' brokers.

D.2 – Who is the Person asking for Admission to Trading?

Admission to Trading – On April 14, 2021, the Listing Agent and the Company have applied for the admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard). In addition, on the same day, application was made for the introduction of the Public Warrants to trading on the open market (*Freiverkehr*) of the Frankfurt Stock Exchange (*Börse Frankfurt Zertifikate AG*).

D.3 – Why is the Prospectus being produced?

Reasons for the Admission to Trading – This Prospectus has been prepared for the admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard). All expenses in relation to the Private Placement and Listing (with the exception of the Deferred Listing Commission, which, if due and payable, will be paid from the Escrow Account) are covered by the Founder Capital At-Risk.

Use of Proceeds – The Company intends to use the proceeds from the Private Placement in connection with the Business Combination.

Gross Proceeds –The gross proceeds from the Private Placement amount to €200 million.

Escrow Account – Except as described below, amounts on deposit in the Escrow Account may only be released to OboTech Services KG in connection with the consummation of the Business Combination. If a Business Combination is consummated by the Business Combination Deadline, the amounts held in the Escrow Account will be paid out in the following order of priority: (i) to redeem the Public Shares for which a redemption right was validly exercised, (ii) in relation to any Public Share for which a Public Shareholder has validly exercised a redemption right, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income, (iii) to pay the Deferred Listing Commission and (iv) payment of any remainder of any amount in the Escrow Account to the Company for use in paying the cash portion, if any, of the consideration due for the Business Combination and to cover future liquidity requirements of the target acquired in the Business Combination. In no other event is Berenberg permitted to release or to effect the release of funds from the Escrow Account, except in case legally required pursuant to a final or immediately enforceable judgment or other order of a competent court.

Amounts on deposit in the Escrow Account will be placed in an account with Berenberg. Should the Escrow Account be subject to negative interest rates, such negative interest shall be covered by the proceeds from the Additional Founder Subscription upon to an amount equal to the Additional Founder Subscription, which will also be placed in the Escrow Account, thus allowing for a redemption of the Public Shares at a price of at least €10.00 per share. If the Company does not consummate a Business Combination by the Business Combination Deadline, the amounts held in the Escrow Account will be released to OboTech Services KG, which will distribute it to the Company, for distribution to holders of Public Shares (after deduction of the unused portion, if any, of the proceeds from the Additional Founder Subscription).

Operating Expenses – Operating expenses are expected to include due diligence costs relating to an acquisition (preliminary and detailed) and transaction fees (lawyers, financial advisor) and other expenses (reporting, auditing and other general and administrative expenses). Funds available to the Company to pay operating expenses will be derived from the private placement of the Founder Warrants. The Company will seek to obtain the agreement of suppliers and a potential target to limit recourse for amounts owed to them to the foregoing amounts. However, the Company might not be able to obtain such an agreement from all such entities.

Material conflicts of interest – The Manager is advising the Company on the Private Placement and Listing. Upon successful implementation, it will receive a commission. As a result, the Manager has a financial interest in the success of the Private Placement and Listing. In addition, the Manager has agreed to the Deferred Listing Commission, which may only become due and payable at the time of the consummation of the Business Combination. Thus, the Manager also has a financial interest in the success of the Business Combination.

II. ZUSAMMENFASSUNG DES PROSPEKTS

A – Einleitung mit Warnhinweisen

Dieser Prospekt (der „**Prospekt**“) bezieht sich auf 20.000.000 rückkaufbare Aktien der Klasse A mit einem rechnerischen Wert von € 0.024, internationale Wertpapier-Identifikationsnummer („**ISIN**“) LU2334363566 (die „**Öffentlichen Aktien**“ oder „**Klasse A-Aktien**“) der OboTech Acquisition SE (Rechtsträgerkennung (*Legal Entity Identifier*, „**LEI**“) 222100W9V7IC82G7I598), einer europäischen Gesellschaft (*Societas Europaea*) nach luxemburgischem Recht mit Sitz in 9, rue de Bitbourg, L-1273 Luxemburg, Großherzogtum Luxemburg („**Luxemburg“**) (Telefon: +352 27 44 41 7714, Website: www.obotechacquisition.com), eingetragen beim Luxemburger Handels- und Gesellschaftsregister (*Registre de commerce et des sociétés de Luxembourg*) unter der Nummer B 252966 (die „**Gesellschaft**“ bzw. „**wir**“, „**uns**“, „**unsere**“ oder „**wir selbst**“ und mit den Tochtergesellschaften „**Gruppe**“). Die Öffentlichen Aktien werden zum regulierten Markt an der Frankfurter Wertpapierbörse (General Standard) zugelassen und notiert. J.P. Morgan AG wird als Listing Agent für die Öffentlichen Aktien tätig sein (Geschäftsadresse: TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Deutschland, (LEI 549300ZK53CNGEEI6A29)) (der „**Listing Agent**“). Die Gesellschaft hat außerdem 6.666.666 Optionsscheine der Klasse A zur Zeichnung einer Öffentlichen Aktie, ISIN LU2334364374 (die „**Öffentlichen Optionsscheine**“ oder „**Klasse A-Optionsscheine**“) emittieren. Die Öffentlichen Optionsscheine werden in den Handel im Freiverkehr an der Frankfurter Wertpapierbörse (*Börse Frankfurt Zertifikate AG*) eingeführt.

J.P. Morgan AG, Geschäftsadresse TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Deutschland (Telefon: +49 (0) 69 7124-0, Website: www.jpmorgan.com), LEI 549300ZK53CNGEEI6A29 („**J.P. Morgan**“, „**Manager**“ oder „**Sole Bookrunner**“) berät die Gesellschaft im Zusammenhang mit der Börsennotierung und der Privatplatzierung (beides wie unten definiert) der Öffentlichen Aktien und der Öffentlichen Optionsscheine an der Frankfurter Wertpapierbörse.

Dieser Prospekt wurde bei der *Commission de Surveillance du Secteur Financier* (der „**CSSF“**), 283, route d'Arlon, L-1150 Luxemburg (Telefon: +352 26 25 1-1 (Zentrale); Fax: +352 26 25 1-2601; E-Mail: direction@cssf.lu) als zuständiger Behörde gemäß § 6 des luxemburgischen Gesetzes vom 16. Juli 2019 über Prospekte für Wertpapiere (das „**Luxemburgische Prospektgesetz**“) für die Anwendung der Verordnung (EU) 2017/1129 des Europäischen Parlaments und des Rates vom 14. Juni 2017 über den Prospekt, der beim öffentlichen Angebot von Wertpapieren oder bei deren Zulassung zum Handel an einem geregelten Markt zu veröffentlichen ist, und zur Aufhebung der Richtlinie 2003/71/EG (die „**Prospektverordnung**“) eingereicht und am 29. April 2021 von dieser gebilligt, zum Zweck der Zulassung der Öffentlichen Aktien zum Handel im regulierten Markt der Frankfurter Wertpapierbörse (General Standard).

Diese Zusammenfassung sollte als Prospekteinleitung verstanden werden. Anleger sollten sich bei jeder Entscheidung, in Öffentliche Aktien der Gesellschaft zu investieren, auf diesen Prospekt als Ganzes stützen. Anleger, die in Öffentliche Aktien der Gesellschaft investieren, könnten ihr investiertes Kapital ganz oder teilweise verlieren. Für den Fall, dass vor einem Gericht Ansprüche aufgrund der in diesem Prospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger nach nationalem Recht die Kosten für die Übersetzung dieses Prospekts vor Prozessbeginn zu tragen haben. Zivilrechtlich haften nur diejenigen Personen, die diese Zusammenfassung samt etwaiger Übersetzungen vorbereitet haben, und dies auch nur für den Fall, dass diese Zusammenfassung, wenn sie zusammen mit den anderen Teilen dieses Prospekts gelesen wird, irreführend, unrichtig oder widersprüchlich ist oder dass sie, wenn sie zusammen mit den anderen Teilen dieses Prospekts gelesen wird, nicht die Basisinformationen vermittelt, die in Bezug auf Anlagen in die Öffentlichen Aktien der Gesellschaft für die Anleger eine Entscheidungshilfe darstellen würden.

B – Basisinformationen über die Emittentin

B.1 – Wer ist die Emittentin der Wertpapiere?

Angaben zur Emittentin – Der rechtliche und kommerzielle Name der Gesellschaft ist OboTech Acquisition SE. Die Gesellschaft hat ihren eingetragenen Sitz in 9, rue de Bitbourg, L-1273 Luxemburg und ist eingetragen beim Luxemburger Handels- und Gesellschaftsregister (*Registre de commerce et des sociétés de Luxembourg*) unter der Nummer B 252966. Die Gesellschaft ist eine Europäische Gesellschaft (*Societas Europaea*), die nach luxemburgischem Recht gegründet wurde und besteht.

Die Gesellschaft hat einen Dienstleistungsvertrag mit ihrer Tochtergesellschaft OboTech Services GmbH & Co. KG (die „**OboTech Services KG**“), eine deutsche Kommanditgesellschaft, geschlossen, gemäß dem diese die Gesellschaft bei ihrer Suche nach, Evaluierung von sowie der Einleitung von Verhandlungen mit potenziellen Zielunternehmen unterstützen wird. Lars Wittan, ansässig in Deutschland und Mitglied des Verwaltungsrats der

Gesellschaft (der „**Verwaltungsrat**“), ist auch Geschäftsführer der OboTech Services Verwaltungs-GmbH (die „**OboTech Services GmbH**“), welche die Komplementärin der OboTech Services KG ist. Die endgültigen Vertragsverhandlungen mit einem potenziellen Zielunternehmen sowie alle Verträge im Zusammenhang mit einem Unternehmenszusammenschluss (wie unten definiert) (z.B. eine Absichtserklärung (*letter of intent*) oder ein Unternehmenszusammenschlussvertrag) werden von der Gesellschaft unterzeichnet und alle Beschlüsse, welche den Unternehmenszusammenschluss betreffen, werden von den Organen der Gesellschaft gefasst.

Zusätzlich hat OboTech Services KG ein Treuhandkonto bei Joh. Berenberg, Gossler & Co. KG („**Berenberg**“) eingerichtet und wird dieses halten, auf welches die Erlöse der Privatplatzierung (wie unten definiert) und die Zusätzliche Gründerzeichnung (wie unten definiert) eingezahlt werden (das „**Treuhandkonto**“). Der Treuhandvertrag wurde zwischen OboTech Services KG und Berenberg geschlossen. In ihrer Funktion als Treuhänderin wird Berenberg die Auszahlung der Beträge nur freigeben, (i) im Falle der Durchführung eines Unternehmenszusammenschlusses (zunächst für die Rücknahme Öffentlicher Aktien, für die ein Rücknahmerecht berechtigterweise ausgeübt wurde, danach um die anteiligen Zinsen oder sonstigen Einkünfte aus der Einlage an diese Halter Öffentlicher Aktien (**„Öffentlichen Aktionäre**“) zu zahlen und nur im Anschluss an diese Rücknahme zur Zahlung sonstiger Kosten im Zusammenhang mit dem Unternehmenszusammenschluss), (ii) im Falle, dass bis zum Ablauf der Unternehmenszusammenschluss-Frist kein Unternehmenszusammenschluss durchgeführt wurde (zunächst für die Rücknahme aller Öffentlicher Aktien, danach um die anteiligen Zinsen oder sonstigen Einkünfte aus der Einlage an jeden Öffentlichen Aktionäre zu zahlen und nur im Anschluss an diese Zahlungen, den Restbetrag an die Gesellschaft) sowie (iii) zur Bezahlung von Einkommenssteuer auf Zinserträge des Treuhandkontos, sofern solche anfallen, oder zur Zahlung des restlichen Zinsertrages an die Gesellschaft. In keinem anderen Fall ist die Berenberg berechtigt, die Gelder auf dem Treuhandkonto freizugeben oder die Freigabe zu veranlassen, mit Ausnahme solcher Fälle, in denen dies aufgrund eines rechtskräftigen oder für vorläufig vollsteckbar erklärten Urteils oder Beschlusses eines zuständigen Gerichts gesetzlich vorgeschrieben ist.

Haupttätigkeiten – Die Gesellschaft wurde zu dem Zweck gegründet, ein operatives Unternehmen mit Hauptgeschäftsaktivitäten in einem Mitgliedsstaats des Europäischen Wirtschaftsraums („**EWR-Mitgliedsstaat**“) oder dem Vereinigten Königreich oder der Schweiz (das Vereinigte Königreich und die Schweiz jeweils ein, „**Bestimmtes Anderes Land**“) in Form einer Verschmelzung, eines Aktientauschs, eines Aktienkaufs, eines Erwerbs von Vermögenswerten, einer Umstrukturierung oder ähnlicher Transaktionen zu erwerben (der „**Unternehmenszusammenschluss**“). Die Haupttätigkeiten der Gesellschaft beschränken sich bisher auf organisatorische Tätigkeiten, einschließlich der Identifikation potenzieller Zielunternehmen für einen Unternehmenszusammenschluss, sowie die Durchführung und Vorbereitung der Privatplatzierung der Öffentlichen Aktien und der Öffentlichen Optionsscheine in Form von Einheiten (die „**Privatplatzierung**“) und des Antrags auf Zulassung der Öffentlichen Aktien zum Handel im regulierten Markt der Frankfurter Wertpapierbörse (General Standard) (die „**Börsennotierung**“). Die Gesellschaft hat bisher keine substanziellen Verhandlungen mit einem Zielunternehmen über einen potenziellen Unternehmenszusammenschluss aufgenommen und wird dies auch bis zur Zulassung der Öffentlichen Aktien zum Handel nicht tun. Die Sponsorin und Gründerin der Gesellschaft ist Obotritia Capital KGaA, ein mit Rolf Elgeti, dem Gründer und Komplementär von Obotritia Capital KGaA, verbundenes Unternehmen (die „**Gründerin**“).

Die Gesellschaft wird sich auf die Durchführung eines Unternehmenszusammenschlusses im Bereich Immobilientechnologie („**Proptech**“) und Klimatechnologie („**Climatech**“ und zusammen mit Proptech, die „**Zielsektoren**“) konzentrieren, welche in erster Linie folgende vertikalen Untergliederungen umfassen: Technologie für intelligentes Wohnen, Konstruktion (Design und Bautechnologie, innovative Materialien), Intelligente Stadt und Infrastruktur, Erzeugung & Speicherung grüner Energie (Immobiliensektor und industrielle Anwendungen) und Klimakreislaufwirtschaft; und zusätzlich die folgenden Sektoren umfassen können: Technologien für Immobilienverwaltung, Daten, Analyse und Berichtswesen, Online-Buchungsplattformen und transaktionsbezogene Proptech und Elektromobilität. Der Eigenkapitalwert soll dabei zwischen € 200 Millionen und € 3 Milliarden (vor Finanzierung/Investment) liegen. Zusätzlich zu Sektor, geographischer Lage und Eigenkapitalwert haben wir auf der Basis der folgenden qualitativen und quantitativen Merkmale potenzielle Zielunternehmen identifiziert: Wettbewerbsvorteile gegenüber Mitbewerbern, ausgezeichnetes Managementteam, in erster Linie eigenkapitalfinanziert, Wertsteigerungspotenzial, überzeugendes Wachstumspotenzial, technologiegetriebenes Geschäftsmodell mit der Möglichkeit zur Skalierung, attraktive Anlagenökonomie und Vorteile für das Zielunternehmen durch eine Börsennotierung. Durch die Beziehungen und Erfahrungen des Managements ist die Gesellschaft derzeit der Ansicht, dass sie gut positioniert ist, um einen attraktiven Unternehmenszusammenschluss zu identifizieren und zu strukturieren, um diesen ihren Aktionären innerhalb eines Jahres ab dem Zeitpunkt der Billigung dieses Prospektes zur Genehmigung vorzulegen.

Jeder vorgeschlagene Unternehmenszusammenschluss muss von einer Mehrheit der abgegebenen Stimmen auf der Hauptversammlung genehmigt werden. Zusammen mit der Einladung zu dieser Hauptversammlung wird die

Gesellschaft umfangreiche Informationen über das bestimmte Zielunternehmen veröffentlichen. Nach Genehmigung des Unternehmenszusammenschlusses kann die Gesellschaft beschließen, ihr Aktienkapital durch Ausgabe neuer Öffentlicher Aktien aus ihrem genehmigten Kapital an einen oder mehrere Investoren (über eine *private investment in public equity* (PIPE)-Transaktion) zu erhöhen, wobei das Bezugsrecht der bestehenden Aktionäre gemäß der Satzung der Gesellschaft ausgeschlossen wird.

Die Gesellschaft hat ab der Zulassung zum Handel 24 Monate Zeit, einen Unternehmenszusammenschluss zu vollziehen, plus weitere 3 Monate wenn sie innerhalb dieser ersten 24 Monate eine rechtsverbindliche Vereinbarung mit einem Zielunternehmen unterzeichnet (die „**Unternehmenszusammenschluss-Frist**"). Ansonsten wird die Gesellschaft liquidiert. Nach Ablauf der Unternehmenszusammenschluss-Frist wird die Gesellschaft (i) alle Tätigkeiten einstellen, außer denen, die für den Zweck ihrer Liquidation erforderlich sind, (ii) Beträge auf dem Treuhandkonto erhalten, welche an OboTech Services KG ausgezahlt werden, die die Beträge schließlich an die Gesellschaft ausschüttet, (iii) so umgehend wie vernünftigerweise möglich (die Gesellschaft schätzt sechs Wochen nach Ablauf der Unternehmenszusammenschluss-Frist), die Öffentlichen Aktien zu einem Preis pro Aktie zurücknehmen, der vorbehaltlich ausreichender ausschüttungsfähiger Reserven in bar zu zahlen ist und dem Gesamtbetrag entspricht, der zum Zeitpunkt des Ablaufs der Unternehmenszusammenschluss-Frist auf dem Treuhandkonto hinterlegt ist, abzüglich des etwaigen Anteils der Zusätzlichen Gründerzeichnung (wie nachstehend definiert), der nicht zur Deckung negativer Zinsen auf dem Treuhandkonto verwendet wurde, geteilt durch die Anzahl der zu diesem Zeitpunkt im Umlauf befindlichen Öffentlichen Aktien, wobei durch eine solche Rücknahme die Rechte der Inhaber Öffentlicher Aktien als Aktieninhaber vollständig erlöschen (einschließlich des Rechts, gegebenenfalls weitere Liquidationsausschüttungen zu erhalten), und (iv) so schnell wie vernünftigerweise möglich nach einer solchen Einziehung, vorbehaltlich der Zustimmung der verbleibenden Aktieninhaber und des Verwaltungsrats der Gesellschaft, die Gesellschaft zu liquidieren und aufzulösen, vorbehaltlich im Fall der Klauseln (iii) und (iv), der Verpflichtungen der Gesellschaft nach luxemburgischem Recht zur Befriedigung von Gläubigeransprüchen und der Anforderungen anderer anwendbarer Gesetze. Es gibt keine Rücknahmerechte oder Liquidationsausschüttungen in Bezug auf die Öffentlichen Optionsscheine und Gründeroptionsscheine (wie nachstehend definiert), die wertlos verfallen, und es wird keine Liquidationsrechte für die Gründeraktien oder Gründeroptionsscheine (beide wie nachfolgend definiert) geben, die die Möglichkeiten der Gesellschaft, die Öffentlichen Aktien zum Preis des ursprünglichen Investments zurückzunehmen, beeinträchtigen.

Beherrschende Anteilseigner – Die Gründerin, Obotritia Capital KGaA, ein mit Rolf Elgeti verbundenes Unternehmen, hält 5.325.000 Aktien oder ungefähr 21 % der Aktien der Gesellschaft in Form von Gründeraktien.

Stimmrechte – In Bezug auf sämtliche Angelegenheiten, die den Aktionären zur Abstimmung vorgelegt werden, einschließlich Abstimmungen im Zusammenhang mit dem Unternehmenszusammenschluss, mit Ausnahme von zwingenden Regeln nach dem Recht Luxemburgs, stimmen die Inhaber von Gründeraktien und die Inhaber von Öffentlichen Aktien gemeinsam als eine einzige Klasse ab, wobei jede Aktie dem Inhaber eine Stimme gewährt.

Management – Die Gesellschaft wird von ihrem Verwaltungsrat geleitet, bestehend aus Rolf Elgeti (Vorsitzender), Lars, Wittan, Benjamin Barnett und Richard Kohl.

Unabhängiger Abschlussprüfer – Die Gesellschaft hat Mazars Luxembourg S.A., mit eingetragenem Sitz in 5, Rue Guillaume J. Kroll, L-1882 Luxemburg, Luxemburg, eingetragen beim Luxemburger Handels- und Gesellschaftsregister (*Registre de commerce et des sociétés de Luxembourg*) unter Nummer B 159962, zu ihrem unabhängigen Abschlussprüfer ernannt.

B.2 – Welches sind die wesentlichen Finanzinformationen über die Emittentin?

Die Gesellschaft wurde erst kürzlich gegründet und hat bisher keine operative Tätigkeit ausgeübt. Daher liegen lediglich Informationen seit ihrer Gründung vor.

Darstellung der vorläufigen konsolidierten Finanzpositionen

	Zum 31. März 2021 (in €)	
	Tatsächlich	Angepasst (ungeprüft)[(1)]
Darstellung der vorläufigen konsolidierten Finanzpositionen		
Gesamtes Eigenkapital und Verbindlichkeiten	515.064	202.034.560
Gesamte Verbindlichkeiten	443.132	194.909.961
Gesamtes Eigenkapital	71.932	7.124.599

(1) Bereinigt um Erlöse der Privatplatzierung, des Kaufpreises für die Gründeroptionsscheine (€ 7.100.000) und Kosten der Privatplatzierung und der Börsenzulassung, ausgenommen die Aufgeschobene Börsenzulassungsprovision (wie nachstehend definiert).

Vorläufige Gewinn- und Verlustrechnung

	Für den Zeitraum bis zum 31. März 2021
	(geprüft)
	in €
Einkünfte	0,00
Gewinn/(Verlust) für die Zeitraum	(48.068)

Vorläufige Kapitalflussrechnung

	Für den Zeitraum bis zum 31. März 2021
	(geprüft)
	in €
Kapitalfluss aus operativer Tätigkeit (netto)	0,00
Kapitalfluss aus Investitionstätigkeit (netto)	25.500
Kapitalfluss aus Finanzierungstätigkeit (netto)	120.000
Barmittel und Barmitteläquivalente zum 31. März 2021	145.500

Beschreibung etwaiger Einschränkungen im Bestätigungsvermerk in Bezug auf die wesentlichen historischen Finanzinformationen
Nicht zutreffend.

B.3 – Welches sind die zentralen Risiken, die für die Emittentin spezifisch sind?

- Wir sind eine erst kürzlich gegründete, sich noch im Entwicklungsstadium befindende Gesellschaft mit keiner operativen Vergangenheit und keinen Einkünften. Investoren haben keine Basis, auf der sie unsere Fähigkeit unser Geschäftsziel zu erreichen, bewerten können.
- Es könnte uns nicht gelingen einen Unternehmenszusammenschluss erfolgreich abzuschließen.
- Wir sind einem signifikanten Wettbewerb ausgesetzt und mit anderen Schwierigkeiten konfrontiert, die es uns möglicherweise erschweren einen Unternehmenszusammenschluss zu identifizieren und durchzuführen.
- Wir werden möglicherweise neue Aktien oder Vorzugsaktien im Rahmen einer Privatinvestition in ein notiertes Unternehmen (PIPE – *private investment in public equity*) ausgeben, um den Unternehmenszusammenschluss zu vollziehen, was die Stimmrechte unserer Öffentlichen Aktionäre verwässern oder andere Risiken darstellen kann
- Da wir bislang noch kein Zielunternehmen für den Unternehmenszusammenschluss ausgewählt haben, ist es Investoren derzeit nicht möglich, die Vorzüge und Risiken der Branche oder des Geschäftsbetriebs in dem wir letztendlich operieren werden, zu bewerten.
- Der Verlust eines unserer Verwaltungsratsmitglieder könnte sich nachteilig auf uns auswirken.
- Wenn wir uns vor Abschluss eines Unternehmenszusammenschlusses auflösen, werden unsere Öffentlichen Aktionäre möglicherweise weniger als € 10,00 je Öffentlicher Aktie bei der Verteilung der Beträge des Treuhandkontos erhalten.
- Die Gründerin wird weiterhin in irgendeiner Funktion andere externe geschäftliche Unternehmungen in möglicherweise ähnlichen Geschäftsbereichen fortsetzen, die mit den Interessen der Gesellschaft konkurrieren oder sogar in Konflikt geraten können.
- Selbst im Fall, dass wir den Unternehmenszusammenschluss vollziehen, kann jedwede von uns vorgeschlagene und implementierte operative Verbesserung nicht erfolgreich sein oder nicht den gewünschten Effekt der Erhöhung der Bewertung des Ziels erzielen.
- Sofern wir keine adäquate und sorgfältige Untersuchung des Geschäftsbetriebs des Ziels (*Due Diligence*), mit dem wir uns zusammenschließen, durchführen, können im Nachhinein Abschreibungen, Restrukturierungen, Beeinträchtigungen und andere Kosten entstehen, die einen signifikanten negativen Effekt auf unsere zukünftige finanzielle Situation, unser Ergebnis oder unsere Tätigkeit haben und sich negative aus den Preis der Öffentlichen Aktien und Öffentlichen Optionsscheine auswirken kann.
- Wir könnten als Alternativer Investmentfonds eingeordnet werden.

C – Basisinformationen über die Wertpapiere

C.1 – Welches sind die wichtigsten Merkmale der Wertpapiere?

Anzahl und Eigenschaften der Aktien – Dieser Prospekt bezieht sich auf die Zulassung zum Handel von 20.000.000 Öffentlichen Aktien. Der Antrag bezieht sich auf die Zulassung zum Handel der Öffentlichen Aktien an der Frankfurter Wertpapierbörse. Zusätzlich zu den nach diesem Prospekt zugelassenen Öffentlichen Aktien werden die Investoren eine Gesamtzahl von 6.666.666 Öffentlichen Optionsscheinen erhalten, welche jeden

Inhaber berechtigen, eine Öffentliche Aktie zum Ausübungspreis von € 11,50 zu zeichnen (vorbehaltlich der üblichen Verwässerungsschutzanpassungen).

Zum Zeitpunkt des Prospekts beträgt das Grundkapital der Gesellschaft € 607.800, eingeteilt in 20.000.000 Öffentliche Aktien und 5.325.000 Aktien, die von den Gründern gehalten werden (die „**Gründeraktien**"). Die Öffentlichen Aktien sind dematerialisierte Aktien mit einem rechnerischen Wert von € 0,024. Alle Aktien der Gesellschaft werden voll eingezahlt sein.

Investment durch die Gründerin – Die Gründerin hält Gründeraktien, die in Öffentliche Aktien umwandelbar sind, und Optionsscheine der Klasse B (die „**Gründeroptionsscheine**"), die in Öffentliche Aktien eintauschbar sind. Bei und nach Vollzug des Unternehmenszusammenschlusses werden die Gründeraktien gemäß dem folgenden Plan in Öffentliche Aktien umgewandelt werden: (i) 1/2 an dem auf den Vollzug des Unternehmenszusammenschlusses folgenden Börsentag und (ii) 1/2, wenn nach Vollzug des Unternehmenszusammenschlusses der Schlusskurs der Öffentlichen Aktien an 10 Handelstagen innerhalb eines Zeitraums von 30 Handelstagen an dem auf einen solchen Zeitraum folgenden Börsentag € 12,00 übersteigt; wobei ungeachtet des Vorstehenden alle Gründeraktien, die durch private Verkäufe oder Übertragungen im Zusammenhang mit dem Vollzug des Unternehmenszusammenschlusses zu Preisen übertragen werden, die nicht höher sind als der Preis, zu dem die Gründeraktien ursprünglich erworben wurden, im Austausch gegen die Ausgabe Öffentlicher Aktien nach Vollzug des Unternehmenszusammenschlusses zurückgenommen werden, jedoch weiterhin dem Gründer Lock-up (wie unten definiert) unterliegen (der „**Umwandlungsplan**"). Die Gründeraktien werden im Einklang mit dem Umwandlungsplan in eine solche Anzahl an Öffentlichen Aktien umgewandelt, dass die Anzahl der Öffentlichen Aktien, die bei der Umwandlung aller Gründeraktien ausgegeben werden können, nach der Umwandlung insgesamt 20 % (ohne Berücksichtigung der im Rahmen der Zusätzlichen Gründerzeichnung (wie nachstehend definiert) ausgegebenen Gründeraktien) der Gesamtzahl der infolge des Abschlusses der Privatplatzierung ausgegebenen und im Umlauf befindlichen Öffentlichen Aktien entspricht

Die Gründerin hat im Rahmen einer gesonderten Privatplatzierung, die unmittelbar vor dem Datum dieses Prospektes stattfand, insgesamt 4.733.333 Gründeroptionsscheine zu einem Preis von € 1,50 pro Optionsschein (insgesamt € 7.100.000) gezeichnet (das „**Gründerrisikokapital**"). Der Erlös aus dieser Emission der Gründeroptionsscheine wird zur Finanzierung des Betriebskapitals der Gesellschaft, der Kosten für die Privatplatzierung und die Börsenzulassung verwendet mit Ausnahme der freiwilligen aufgeschobenen Börsenzulassungsprovision (die „**Aufgeschobene Börsenzulassungsprovision**"), die, wenn sie bei Abschluss des Unternehmenszusammenschlusses fällig und zahlbar wird, aus dem Treuhandkonto bezahlt wird, sowie für die Vergütung der *non-executive* Mitglieder des Verwaltungsrats in Höhe von € 10.000 pro Jahr und Kosten für die Due Dilligence im Rahmen des Unternehmenszusammenschlusses.

Darüber hinaus hat die Gründerin zugestimmt, 325.000 Gründeraktien und 108.333 Gründeroptionsscheine zu einem Gesamtkaufpreis von € 3.250.000 zu zeichnen (die „**Zusätzliche Gründerzeichnung**"). Die Erlöse aus der Zusätzlichen Gründerzeichnung werden zur Deckung der Negativzinsen verwendet, die gegebenenfalls auf die auf dem Treuhandkonto gehaltenen Erlöse gezahlt werden, bis zu einem Betrag der dem Erlös aus der Zusätzlichen Gründerzeichnung entspricht, um im Falle einer Liquidation der Gesellschaft nach Ablauf der Unternehmenszusammenschluss-Frist oder im Falle der Rücknahmen von Öffentlichen Aktien im Rahmen eines Unternehmenszusammenschlusses eine Rücknahme zu € 10,00 pro Öffentlicher Aktie zu ermöglichen. Für jeden überschüssigen Anteil der Zusätzlichen Gründerzeichnung, der nach Vollzug des Unternehmenszusammenschlusses oder Rücknahme der Öffentlichen Aktien, kann die Gründerin entscheiden, entweder (i) den verbleibenden Baranteil der Zusätzlichen Gründerzeichnung durch Rücknahme der entsprechenden Anzahl von Gründeraktien und Gründeroptionsscheine, die im Rahmen der Zusätzlichen Gründerzeichnung gezeichnet wurden, einzulösen oder (ii) die Gründeraktien und Gründeroptionsscheine, die im Rahmen der Zusätzlichen Gründerzeichnung gezeichnet wurden, zu behalten (in diesem Fall kann die Gesellschaft den verbleibenden Bartanteil der Zusätzlichen Gründerzeichnung zur freien Verfügung nutzen).

Die Gründeroptionsscheine haben im Wesentlichen die gleichen Bedingungen wie die Öffentlichen Optionsscheine, einschließlich des gleichen angegebenen Ausübungspreises, außer dass sie nicht zurückgenommen und dass sie jederzeit auf bargeldloser Basis eingelöst werden können, solange sie von der Gründerin oder den zulässigen Übertragungsempfängern gehalten werden, und dass sie nicht an einer Wertpapierbörse zugelassen sind. Jede Gründeraktie berechtigt zu einer Stimme auf einer Hauptversammlung. Vor dem Vollzug eines Unternehmenszusammenschlusses und darüber hinaus bis zur Umwandlung der Gründeraktien in Öffentlichen Aktien gemäß dem Umwandlungsplan haben die Gründeraktien kein Recht auf Dividenden und Ausschüttungen oder ein Recht auf Beteiligung am Liquidationserlös.

Die Gründerin hat sich in Übereinstimmung mit Gründer Lock-up (wie nachstehend definiert) verpflichtet, keine Gründeraktien und Gründeroptionsscheine zu übertragen, abzutreten, zu verpfänden oder zu verkaufen, außer an zulässige Übertragungsempfänger. Ab dem Vollzug des Unternehmenszusammenschlusses werden die

Öffentlichen Aktien, die die Gründerin als Ergebnis aus der Umwandlung ihrer Gründeraktien nach dem Umwandlungsplan sowie aus ihren Gründeroptionsscheinen erhalten hat, übertragbar, wenn zu irgendeinem Zeitpunkt der Schlusskurs der Öffentlichen Aktien € 15,00 über einen Zeitraum von 20 Handelstagen innerhalb einer Frist von 30 Handelstagen erreicht oder überschreitet, jedoch in keinem Fall früher als 150 Tage nach dem Datum der Durchführung des Unternehmenszusammenschlusses (der „**Gründer Lock-up**"). Alle zulässigen Übertragungsempfänger unterliegen denselben Beschränkungen wie die Gründer in Bezug auf Gründeraktien und Gründeroptionsscheine.

Lieferung und Abwicklung **-** Die Lieferung der Öffentlichen Aktien wird voraussichtlich am 5. Mai 2021 erfolgen.

Die erworbenen Öffentlichen Aktien werden nach Wahl des Aktionärs entweder einem von einer deutschen Bank bei Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Deutschland geführten Wertpapierdepot oder einem Wertpapierdepot eines Teilnehmers der Euroclear Bank S.A./N.V., 1, Boulevard Roi Albert II, 1120 Brüssel, Belgien, als Betreiberin des Euroclear-Systems, oder der Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxemburg, Luxemburg, für das Konto des Aktionärs gutgeschrieben.

ISIN/WKN/Common Code/Börsenkürzel	***Öffentliche Aktien***
Internationale Wertpapier-Identifikationsnummer (ISIN)	LU2334363566
Wertpapierkennnummer (WKN)	A3CM9E
Common Code	233436356
Börsenkürzel	OTA

Mit den Aktien verbundene Rechte, relative Seniorität und Übertragbarkeit – Jede Öffentliche Aktie gewährt eine Stimme in der Hauptversammlung der Gesellschaft. Alle Öffentlichen Aktien sind ab dem Tag ihrer Ausgabe voll dividendenberechtigt. Die Öffentlichen Aktien sind gemäß den für dematerialisierte Aktien geltenden gesetzlichen Bestimmungen frei übertragbar, vorbehaltlich bestimmter Lock-up-Verpflichtungen, die zwischen der Gesellschaft und der Gründerin geschlossen wurden.

Jeder vorgeschlagene Unternehmenszusammenschluss muss auf der Hauptversammlung mit der Mehrheit der abgegebenen Stimmen genehmigt werden. Für eine solche Hauptversammlung ist kein Quorum erforderlich, es sei denn, dies ist nach luxemburgischem Recht vorgeschrieben (z. B. bei einer Verschmelzung). Die Gesellschaft bietet den Öffentlichen Aktionären die Möglichkeit, alle oder einen Teil ihrer Öffentlichen Aktien nach Abschluss des Unternehmenszusammenschlusses zu einem Preis von €10,00 pro Aktie in bar zurückzukaufen, sofern ausreichende Beträge an Einlagen auf dem Treuhandkonto und ausreichende ausschüttungsfähige Rücklagen vorhanden sind. Die Gesellschaft erwartet, vorbehaltlich unvorhersehbarer Ereignisse, dass bis zum Unternehmenszusammenschluss nicht nur ausreichend Beträge auf dem Treuhandkonto zur Verfügung stehen werden, um eine Rücknahme aller Öffentlichen Aktien zum vollen Betrag der ursprünglichen Investition zu ermöglichen, sondern auch genügend ausschüttungsfähige Reserven für eine Rücknahme der Öffentlichen Aktien zum vollen Betrag der ursprünglichen Investition zur Verfügung stehen werden. Im Falle einer Liquidation sind die Aktionäre der Gesellschaft berechtigt, ihre Öffentlichen Aktien zu einem Preis pro Aktie einzulösen, der, vorbehaltlich ausreichender ausschüttungsfähiger Rücklagen, in bar zu zahlen ist und dem Gesamtbetrag entspricht, der zum Zeitpunkt des Ablaufs der Frist für den Unternehmenszusammenschluss auf dem Treuhandkonto hinterlegt ist, abzüglich des Anteils der Zusätzlichen Gründerzeichnung, falls vorhanden, der nicht zur Deckung negativer Zinsen auf dem Treuhandkonto verwendet wurde, geteilt durch die Anzahl der sich zu diesem Zeitpunkt im Umlauf befindlichen Öffentlichen Aktien, wobei durch eine solche Rücknahme die Rechte der Aktionäre als Anteilsinhaber vollständig erlöschen (einschließlich des Rechts auf den Erhalt weiterer Liquidationsausschüttungen, falls vorhanden).

Dividendenpolitik - Die Gesellschaft beabsichtigt nicht, vor dem Vollzug des Unternehmenszusammenschlusses Dividenden auszuzahlen. Nach dem Vollzug des Unternehmenszusammenschlusses wird die Zahlung von Dividenden von den Umsätzen und Gewinnen der Gesellschaft, falls vorhanden, dem Kapitalbedarf und der allgemeinen Finanzlage der Gesellschaft sowie davon abhängen, ob die Gesellschaft unmittelbar nach Ausschüttung einer Dividende zahlungsfähig sein wird. Die Zahlung von Dividenden hängt von der Verfügbarkeit ausschüttungsfähiger Gewinne, Agios oder Rücklagen ab und dem Beschluss unserer Hauptversammlung gemäß geltendem luxemburgischem Recht.

C.2 – Wo werden die Wertpapiere gehandelt?

Die Gesellschaft hat am 14. April 2021 die Zulassung der Öffentlichen Aktien zum Handel im regulierten Markt an der Frankfurter Wertpapierbörse (General Standard) beantragt.

C.3 – Welches sind die zentralen Risiken, die für die Wertpapiere spezifisch sind?

- Die Gründerin hat in etwa € 0,024 je Gründeraktie für ihre Gründeraktien (mit Ausnahme der Gründeraktien, die unter der Zusätzlichen Gründerzeichnung ausgegeben wurden, die für € 9,99 je Gründeraktie gezeichnet wurden) bezahlt und dementsprechend werden Investoren zum Zeitpunkt der Wandlung der Gründeraktien in Öffentliche Aktien eine starke Verwässerung des Nettovermögenswertes erfahren.
- Es gibt derzeit keinen Markt für die Öffentlichen Aktien und die Öffentlichen Optionsscheine und, unabhängig von unserer Absicht die Öffentlichen Aktien und Öffentlichen Optionsschiene an der Frankfurter Wertpapierbörse zuzulassen, kann sich kein Markt für die Öffentlichen Aktien und Öffentlichen Optionsscheine entwickeln, was sich nachteilig auf die Liquidität und den Preis der Öffentlichen Aktien und Öffentlichen Optionsscheine auswirken kann.
- Die Ausschüttung zukünftiger Dividenden hängt vom erfolgreichen Vollzug des Unternehmenszusammenschlusses sowie unserem Geschäft, unserer finanziellen Lage, den Cashflows und Geschäftsergebnissen ab.

D – Basisinformationen über die Zulassung zum Handel

D.1 – Zu welchen Konditionen und nach welchem Zeitplan kann ich in dieses Wertpapier investieren?

Börsennotierung und Vollzug – Die Zulassung zur Börsennotierung wird voraussichtlich am 3. Mai 2021 erteilt und der Handel wird voraussichtlich am 4. Mai 2021 aufgenommen.

Privatplatzierung – In Erwartung der Zulassung der Öffentlichen Aktien zum Handel am regulierten Markt der Frankfurter Wertpapierbörse (General Standard) und der Einführung der Öffentlichen Optionsscheine zum Handel im Freiverkehr der Frankfurter Wertpapierbörse (*Börse Frankfurt Zertifikate AG*), hat die Gesellschaft gemeinsam mit dem Manager am 29. April 2021 eine Privatplatzierung über 20.000.000 Einheiten, jeweils bestehend aus einer Öffentlichen Aktie und 1/3 Öffentlichen Optionsschein, initiiert zum Preis von € 10,00 pro Einheit.

Verwässerung – Vor dem Vollzug des Unternehmenszusammenschlusses werden die Inhaber der Öffentlichen Aktien keine Verwässerung erfahren. Nach Vollzug des Unternehmenszusammenschlusses werden die Inhaber der Öffentlichen Aktien zu den Zeitpunkten, an denen die Gründeraktien in Übereinstimmung mit dem Umwandlungsplan in Öffentliche Aktien umgewandelt werden, eine erhebliche Verwässerung des Nettovermögenswerts erfahren. Das ist die Folge der Umwandlung der Gründeraktien in Aktien der Klasse A mit denselben wirtschaftlichen Rechten wie die Öffentlichen Aktien (in Übereinstimmung mit dem Umwandlungsplan), trotz der Tatsache, dass die Gründerin nur € 0.024 pro Aktie gezahlt haben im Vergleich zu € 10,00 pro Aktie durch Erstinvestoren in Öffentlichen Aktien. Darüber hinaus kann die Verwässerung des Nettovermögenswertes größer ausfallen, falls eine große Anzahl an Inhabern Öffentlicher Aktien eine Rücknahme ihrer Öffentlichen Aktien verlangt. Der Nettovermögenswert des Verwässerungseffekt je Öffentlicher Aktie wird im Bereich zwischen € 1.995 und bis zu € 9.976 liegen, in dem Fall, dass alle Inhaber Öffentlicher Aktien ihre Öffentlichen Aktien zurückgeben.

Gesamtkosten – Wir erwarten Gesamtkosten von € 5.500.000 ohne die Aufgeschobene Börsenzulassungsprovision.

Kosten, die Anlegern in Rechnung gestellt werden – Es werden nur die üblichen Transaktions- und Bearbeitungsgebühren von den Brokern der Anleger in Rechnung gestellt.

D.2 – Wer ist die die Zulassung zum Handel beantragende Person?

Zulassung zum Handel – Am 14. April 2021 haben der Listing Agent und die Gesellschaft die Zulassung der Öffentlichen Aktien zum Handel am regulierten Markt der Frankfurter Wertpapierbörse (General Standard) beantragt. Zusätzlich wurde am gleichen Tag der Antrag auf Einbeziehung der Öffentlichen Optionsscheine zum Handel im Freiverkehr der Frankfurter Wertpapierbörse (*Börse Frankfurt Zertifikate AG*) gestellt.

D.3 – Weshalb wird der Prospekt erstellt?

Gründe für die Börsennotierung – Dieser Prospekt wurde für die Zulassung der Öffentlichen Aktien zum Handel am regulierten Markt der Frankfurter Wertpapierbörse (General Standard) erstellt. Alle Auslagen im Zusammenhang mit der Privatplatzierung und der Börsenzulassung (mit Ausnahme der Aufgeschobenen Börsenzulassungsprovision, die zum Fälligkeitszeitpunkt aus dem Treuhandkonto bezahlt werden wird) werden von dem Gründerrisikokapital gedeckt.

Verwendung des Erlöses – Das Unternehmen beabsichtigt, die Erlöse aus der Privatplatzierung im Zusammenhang des Unternehmenszusammenschlusses zu verwenden.

Bruttoerlöse – Die Bruttoerlöse aus der Privatplatzierung belaufen sich auf € 200 Mio.

Treuhandkonto – Mit Ausnahme der unten beschriebenen Fälle dürfen die auf dem Treuhandkonto hinterlegten Beträge nur im Zusammenhang mit dem Vollzug des Unternehmenszusammenschlusses an die OboTech Services KG freigegeben werden. Wird ein Unternehmenszusammenschlusses vor Ablauf der Unternehmenszusammenschluss-Frist durchgeführt, wird die Gesellschaft die auf dem Treuhandkonto befindlichen Beträge in folgender Reihenfolge ausbezahlen: (i) um Öffentliche Aktien, für die ein Rücknahmerecht berechtigt ausgeübt wurde, zurückzunehmen, (ii) im Hinblick auf jede Öffentliche Aktie, für welche ein Öffentlicher Aktionär rechtmäßig ein Rückgaberecht ausgeübt hat, für die Auszahlung von jedem anteiligen (positiven) Zinsertrag oder anderen erzielten Einkünften durch ein Investment aus den auf dem Treuhandkonto eingezahlten Beträgen, nach Abzug bezahlter oder nach dem Urteil des Kontoinhabers zu zahlender Steuern auf die Zinserträge oder Einkünfte, (iii) um die Aufgeschobene Börsenzulassungsprovision zu zahlen, (iv) für die Auszahlung jedweden Restbetrags auf dem Treuhandkonto an die Gesellschaft zur Zahlung des Baranteils der für den Unternehmenszusammenschluss fälligen Vergütung, sofern ein solcher anfällt, und zur Deckung zukünftiger Liquiditätserfordernisse der im Rahmen des Unternehmenszusammenschlusses erworbenen Zielgesellschaft. In keinem anderen Fall ist die Berenberg berechtigt, die Gelder auf dem Treuhandkonto freizugeben oder die Freigabe zu veranlassen, mit Ausnahme solcher Fälle, in denen dies aufgrund eines rechtskräftigen oder für vorläufig vollsteckbar erklärten Urteils oder Beschlusses eines zuständigen Gerichts gesetzlich vorgeschrieben ist.

Die auf dem Treuhandkonto hinterlegten Beträge werden auf ein Konto bei Berenberg eingezahlt. Sollte das Treuhandkonto negativ verzinst werden, werden diese Negativzinsen durch die Erlöse aus der Zusätzlichen Gründerzeichnung gedeckt bis zu einem Betrag der der Zusätzlichen Gründerzeichnung entspricht, die ebenfalls auf das Treuhandkonto eingezahlt wird, sodass eine Rücknahme der Öffentlichen Aktien zu einem Preis von mindestens € 10,00 pro Aktie möglich ist. Wenn die Gesellschaft den Unternehmenszusammenschluss nicht bis zur Unternehmenszusammenschluss-Frist vollzieht, werden die Beträge auf dem Treuhandkonto an die OboTech Services KG freigegeben, die diese an die Gesellschaft zur Ausschüttung an die Inhaber der Öffentlichen Aktien verteilt (nach Abzug des ungenutzten Anteils der Erlöse aus der Zusätzlichen Gründerzeichnung, falls vorhanden).

Betriebskosten – Zu den Betriebskosten gehören voraussichtlich die Kosten für die Due-Diligence-Prüfung im Zusammenhang mit einer Akquisition (vorbereitend und detailliert) sowie die Transaktionskosten (Anwälte, Finanzberater) und sonstige Kosten (Berichtswesen, Wirtschaftsprüfung und sonstige allgemeine und administrative Kosten). Die Mittel, die dem Unternehmen zur Bezahlung der Betriebskosten zur Verfügung stehen, werden aus der Privatplatzierung der Gründeroptionsscheine stammen. Das Unternehmen wird versuchen, die Zustimmung von Lieferanten und einem potenziellen Zielunternehmen zu erhalten, um den Rückgriff auf ihnen geschuldete Beträge auf die vorgenannten Beträge zu beschränken. Es könnte jedoch sein, dass das Unternehmen nicht in der Lage ist, eine solche Zustimmung von all diesen Unternehmen zu erhalten.

Wesentliche Interessenkonflikte – Der Manager berät die Gesellschaft bei der Privatplatzierung und der Börsenzulassung. Bei erfolgreicher Durchführung erhält der Manager eine Provision. Diesbezüglich hat der Manager ein finanzielles Interesse am Erfolg der Privatplatzierung und der Börsenzulassung. Darüber hinaus hat der Manager der Aufgeschobenen Börsenzulassungsprovision zugestimmt, die erst zum Zeitpunkt des Vollzugs des Unternehmenszusammenschlusses fällig und zahlbar werden kann. Infolgedessen hat der Manager auch ein finanzielles Interesse am Erfolg des Unternehmenszusammenschlusses.

1. RISK FACTORS

*An investment in the Class A redeemable shares (each a "**Public Share**" or a "**Class A Share**") of OboTech Acquisition SE (Legal Entity Identifier ("**LEI**") 222100W9V7IC82G7I598), a European company (Societas Europaea) existing under Luxembourg law, having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg ("**Luxembourg**") (the "**Company**" and "**we**", "**us**", "**our**" or "**ourselves**" and with its subsidiaries, "**Group**"), is subject to risks. In addition to the other information contained in this prospectus (the "**Prospectus**"), investors should carefully consider the following risks when deciding whether to invest in the Public Shares. The market price of the Public Shares could decline if any of these risks were to materialize, in which case investors could lose some or all of their investment.*

The following risks, alone or together with additional risks and uncertainties not currently known to the Company, or that the Company might currently deem immaterial, could have a material adverse effect on our future business, financial condition, cash flows, results of operations and prospects. The risk factors featured in the Prospectus are limited to risks which are specific to the Company and which are material for taking an informed investment decision. The materiality of the risk factors has been assessed based on the probability of their occurrence and the expected magnitude of their negative impact. The risk factors are presented in categories depending on their nature. In each category the most material risk factor is mentioned first according to the assessment based on the probability of its occurrence and the expected magnitude of its negative impact. The risks mentioned may materialize individually or cumulatively.

In making a decision on whether to invest in our Units and the underlying Public Shares and Public Warrants, investors should take into account the special risks we face as a special purpose acquisition company.

1.1 Risks Related to Our Business

1.1.1 We are a recently formed, development stage company with no operating history and no revenues, and investors have no basis on which to evaluate our ability to achieve our business objective.

We are a recently formed development stage company with no operating results, and we will not engage in activities other than organizational activities, including the identification of potential target companies for the Business Combination, and preparation for the placement of the Public Shares and Public Warrants in the form of Units at €10.00 per Unit (the "**Private Placement**") and the application for the admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard) and the Public Warrants to trading on the open market (*Freiverkehr*) of the Frankfurt Stock Exchange (*Börse Frankfurt Zertifikate AG*) (the "**Listing**"), until we obtain funding through the Private Placement. Because we lack an operating history, investors have no basis on which to evaluate our ability to achieve our business objective of completing a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transaction with a target business (the "**Business Combination**") other than the experience and track record of our Founder (as defined below), the members of our board of directors (the "**Board of Directors**"). The sponsor and founder of the Company is Obotritia Capital KGaA, an affiliate of Rolf Elgeti, the founder and general partner of Obotritia Capital KGaA (the "**Founder**"). We have not engaged in any substantive negotiations with any prospective target business or businesses concerning a Business Combination and may be unable to consummate a Business Combination within 24 months from the date on which trading in the Public Shares and Public Warrants formally commences (the "**First Day of Trading**"), or, if we sign a legally binding agreement with the seller of a target prior to the expiration of this period, within an additional three months (the "**Business Combination Deadline**").

We will not generate any revenues from operations until after completing the Business Combination. All of the proceeds from the Private Placement and the additional founder subscription of Founder Shares and Founder Warrants (the "**Additional Founder Subscription**") will be transferred to an escrow account established at Joh. Berenberg, Gossler & Co. KG ("**Berenberg**") by OboTech Services GmbH & Co. KG ("**OboTech Services KG**") (the "**Escrow Account**"). If we fail to consummate the Business Combination, we will never generate any operating revenues, and will be liquidated.

1.1.2 We may be unable to successfully complete the Business Combination.

We will seek to acquire a target with principal business operations in a member state of the European Economic Area (the "**EEA Member State**") or the United Kingdom or Switzerland (the United Kingdom and Switzerland each a, "**Certain Other Country**"), in the real estate technology sector ("**Proptech**") and climate

technology sector ("**Climatech**" and together with Proptech, the "**Target Sectors**") which shall encompass primarily the following verticals: smart home technology; construction (design and build tech, innovative materials); smart city and infrastructure; green energy production and storage (real estate & industrial applications); circular climate; and, in addition, the following: property management technologies; data, analytics and reporting; e-brokerage platforms; transaction-based Proptech; and electro mobility. The Company will only be successful in executing its strategy if it identifies a suitable target that is available for acquisition at acceptable terms. While we have identified targets that present attractive acquisition opportunities, there is no guarantee that the Company will be able to acquire any of these targets. In addition, potential targets may refuse to enter into a business combination with us because they are not familiar with the concept of a special purpose acquisition company.

Even if a suitable target is available for acquisition and willing to negotiate with us, we may be unsuccessful in our negotiations to complete the Business Combination but still incur significant costs in the process.

1.1.3 We face significant competition and other obstacles that may make it difficult for us to identify and consummate the Business Combination.

We will encounter intense competition from entities having a business objective similar to ours, including private equity groups, as well as operating businesses seeking strategic acquisitions. We may also face competition from other companies with a structure similar to ours, in particular from special purpose acquisition companies located in the United States that are considering technology companies with principle business operations in an EEA Member State or a Certain Other Country as targets for a business combination, which could decrease our competitive advantage in offering flexible transaction terms, and which are not limited in the industry or geography in which they may invest.

Many of these entities are well-established and have extensive experience in identifying and completing Business Combinations. A number of these competitors possess greater technical, financial, human and other resources than we do. Our limited financial resources may have a negative effect on our ability to compete in acquiring certain sizable target businesses.

In addition, the number of entities and the amount of funds competing for suitable investment properties, assets and entities may increase, resulting in increased demand and increased prices paid for such investments. If we pay a higher price for a target business, our profitability may decrease, and we may experience a lower return on our investments. Increased competition may also preclude us from acquiring those properties, assets and entities that would generate the most attractive returns to us.

Further, because we must obtain the approval of the Business Combination by our shareholders, this may delay the consummation of a transaction, and our obligation to redeem for cash from the Escrow Account the Public Shares held by public shareholders (the "**Public Shareholders**") who exercise their redemption rights may reduce the financial resources available for the Business Combination. In addition, a target may also impose a closing condition requiring a minimum net worth or cash balance at the Company, which a high amount of redemptions could undermine. As a result, we may not be able to complete the most desirable Business Combination or optimize our capital structure. Either of these factors could be viewed unfavorably by potential target businesses. Our outstanding Public Warrants, Founder Warrants and the Founder Shares (as defined below) and the future dilution they potentially represent may not be viewed favorably by certain target businesses.

In addition, if the Business Combination entails a simultaneous purchase of several operating businesses owned by different sellers, we may be unable to coordinate a simultaneous closing of the purchases. This may result in a target business seeking a different buyer.

Any of these or other factors may place us at a competitive disadvantage in successfully negotiating the Business Combination. We cannot assure investors that we will be able to compete successfully for an attractive Business Combination. Additionally, because of these or other factors, we cannot assure investors that we will be able to effect a Business Combination by the Business Combination Deadline. If we are unable to consummate the Business Combination by the Business Combination Deadline, we will liquidate.

1.1.4 We may issue new Public Shares or preferred shares via a private investment in public entity, or PIPE, to consummate the Business Combination, which may dilute the interests of our Public Shareholders or represent other risks.

In connection with the Business Combination, we may issue a substantial number of additional Public Shares via a private investment in public equity, or PIPE, transaction, or may issue preferred shares, or a combination of both, including through redeemable or convertible debt securities, to consummate a Business Combination, particularly as we intend to focus primarily on companies in the Target Sectors with an equity value between €200 million and €3 billion (pre money). There is no assurance that any such PIPE or other transaction will be successful. Even if it is, any such issuance, as well as the issuance of shares paid as consideration to the shareholders of a target company, may (i) dilute the equity interests of our existing Public Shareholders, (ii) cause a change of control if a substantial number of our Public Shares are issued, which may result in our Public Shareholders becoming the minority, (iii) subordinate the rights of holders of Public Shares if preferred shares are issued with rights senior to those of our Public Shares, or (iv) adversely affect the market prices of our Public Shares and Public Warrants.

For the purpose of such issuance of Public Shares, the Board of Directors has the right to, and may, exclude the preferential subscription rights of existing shareholders.

1.1.5 Since we have not yet selected any target business with which to consummate the Business Combination, investors cannot currently ascertain the merits or risks of the industry or business in which we may ultimately operate.

We intend to consummate the Business Combination with a company with principal business operations in an EEA Member State or a Certain Other Country in the Target Sectors, but we have not yet selected any target business. Accordingly, we cannot assure investors that we will properly ascertain or assess all of the significant merits or risks present or inherent in a particular target or the industry in which it operates. Even if we properly assess those risks, some of them may be outside of our control or ability to affect. An investment in our Units and the underlying Public Shares and Public Warrants may ultimately prove to be less favorable to investors in the Private Placement than a direct investment, if an opportunity were available, in a target business.

Furthermore, our intention to consummate the Business Combination with a company with principal business operations in an EEA Member State or a Certain Other Country in the Target Sectors does not create a binding obligation for us to find a target in this geography or industry sector and we ultimately might decide to choose a target from a different geography and/or industry sector and/or that does not fulfill certain criteria set forth in our acquisition policy.

1.1.6 If we liquidate before concluding a Business Combination, our Public Shareholders may receive less than €10.00 per Public Share on distribution of Escrow Account funds.

If we are unable to consummate a Business Combination and must liquidate our assets, we aim at paying a per-Public Share liquidation distribution in the amount of €10.00, using the funds deposited on our Escrow Account. However, such distribution may be less than €10.00. If we incur expenses that are greater than the Founder Capital At-Risk, in particular for preparation of the Business Combination, including due diligence and negotiations, which did not close within the Business Combination Deadline or if we become subject to any third party claims that need to be satisfied from the Escrow Account (as discussed further below), then the per-Public Share liquidation price may be lower than this amount. Furthermore, our outstanding Public Warrants are not entitled to participate in a liquidating distribution and the Public Warrants will therefore expire worthless if we dissolve and liquidate before completing a Business Combination.

Furthermore, our placing of funds in the Escrow Account may not protect those funds from third party claims against us. Although we seek to have all vendors, service providers, prospective target businesses and other entities with which we do business (other than the independent auditor and the Manager), execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the Escrow Account for the benefit of our Public Shareholders, such parties may not execute such agreements, or even if they execute such agreements, they may not be prevented from bringing claims against the Escrow Account, including, but not limited to, fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain advantage with respect to a claim against our assets, including the funds held in the Escrow Account. If any third party refuses to execute an agreement waiving such claims to the monies held in the Escrow Account, our management will perform an analysis of the

alternatives available to it and will only enter into an agreement with a third party that has not executed a waiver if management believes that such third party's engagement would be significantly more beneficial to us than any alternative.

Examples of possible instances where we may engage a third party that refuses to execute a waiver include the engagement of a third party consultant whose particular expertise or skills are believed by management to be significantly superior to those of other consultants that would agree to execute a waiver or in cases where management is unable to find a service provider willing to execute a waiver. The independent auditor and the Manager have not executed agreements with us waiving such claims to the funds held in the Escrow Account. In addition, there is no guarantee that entities will agree to waive any claims they may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with us and will not seek recourse against the Escrow Account for any reason. If we are unable to consummate the Business Combination within the Business Combination Deadline, or are required to redeem Public Shares upon the exercise of a redemption right in connection with the Business Combination, we will be required to provide for payment of claims of creditors that were not waived that may be brought against us within the ten years following redemption.

Furthermore, we cannot rule out that such claims by third parties may limit the capital of the Company that is available for the redemption in a way that a full redemption payment of €10.00 is prohibited for legal reasons. Accordingly, the per-share redemption amount received by public shareholders could be less than the €10.00 per Public Share initially held in the Escrow Account, due to claims of such creditors.

1.1.7 Even if we complete the Business Combination, any operating improvements proposed and implemented by us may not be successful and they may not be effective in increasing the valuation of any target.

Following the Business Combination, we may not be able to successfully develop and implement effective operational improvements for any company or business, which we acquire. In addition, even if we complete the Business Combination, general economic and market conditions or other factors outside our control could make our operating strategies difficult or impossible to implement. Any failure to implement these operational improvements successfully and/or the failure of these operational improvements to deliver the anticipated benefits could have a material adverse effect on the Company's results of operations and financial condition.

1.1.8 If we do not conduct an adequate due diligence investigation of a target business with which we combine, we may be required to subsequently take write-downs or write-offs, restructuring, and impairment or other charges that could have a significant negative effect on our future financial condition, results of operations and the price of the Public Shares and Public Warrants.

In order to determine our estimate of the value of a target business (and thus the price that we agree to pay), we must conduct a due diligence investigation. Intensive due diligence is time consuming and expensive due to the operations, accounting, finance and legal professionals who must be involved in the due diligence process. We cannot assure investors that this due diligence investigation will identify all material issues or liabilities related to a particular target business, or that factors outside of the control of the target business and outside of our control will not later arise. If our due diligence investigation fails to identify issues specific to a target business, industry or the environment in which the target business operates, we may later be forced to write-down or write-off assets, restructure our operations or incur impairment or other charges that could result in our reporting losses.

Even though these charges may be non-cash items and not have an immediate impact on our liquidity, the fact that we report charges of this nature could contribute to negative market perceptions about us or our Public Shares or Public Warrants. In addition, charges of this nature may cause us to violate net worth or other covenants to which we may be subject as a result of assuming pre-existing debt held by a target business or by virtue of our obtaining post-combination debt financing. Any of the foregoing could have a material adverse effect on the Company's results of operations and financial condition.

1.1.9 There may be limited available information for privately-held companies that we evaluate for possible Business Combinations.

In accordance with our acquisition strategy, we may seek a Business Combination with a privately-held company. Generally, very little public information exists about these companies, and we will be required to rely on the ability of our management and outside professionals to obtain adequate information to evaluate the potential returns from investing in these companies. Moreover, we cannot assure that our assessment of the target

companies' management will prove to be correct or that the future management will have the necessary skills, qualifications and abilities to manage a public company. If we are unable to uncover all material information about these companies, then we may not be in a position to make a fully informed investment decision, which in turn could increase the risk of our overpaying for an acquisition.

Furthermore, the future roles of members of our management, if any, in the target business cannot presently be stated with any certainty. Members of our management may resign or retire, for example, requiring us to replace them. We may find it difficult or impossible, however, to recruit well-qualified candidates. In addition, following the Business Combination, we may seek to recruit additional managers to supplement the incumbent management of the target business. We cannot assure investors that we will have the ability to recruit additional managers, or that additional managers will have the requisite skills, knowledge or experience necessary to enhance the incumbent management. Any of the foregoing could have a material adverse effect on the Company's future development, business, net assets, financial condition, cash flows and results of operations.

1.1.10 Before the Company uses the proceeds of the Private Placement in connection with the Business Combination, it will likely be exposed to negative interest rates and risks common to investing in marketable securities.

We intend to use the proceeds of the Private Placement for the Business Combination. However, we cannot predict how long it will take to complete the Business Combination. Before we complete the Business Combination, we intend to hold the proceeds in the Escrow Account.

The Company's funds will likely be subject to negative interest rates while we seek to complete the Business Combination, which we would need to pay, primarily due to the current investment and interest environment. Delays in acquiring the target in the Business Combination would therefore cause the Company to incur increased costs due to negative interest rates. Such increased costs due to negative interest rates will be covered by the Additional Founder Subscription up to the amount of the Additional Founder Subscription, but such amount could nonetheless be exceeded by increased costs due to negative interest rates that are higher than expected. Should the amounts from the Additional Founder Subscription be insufficient to cover the increased costs due to negative interest rates, this could have a material adverse effect on the funds available for re-distribution to holders of Public Shares if no Business Combination is consummated by the Business Combination Deadline and the Company is liquidated or if such holders decide to redeem their Public Shares upon the consummation of the Business Combination.

In addition, we are subject to the risk of default by the bank holding the Escrow Account, in which case we would likely not be able to reclaim a substantial amount or all of the proceeds in the Escrow Account.

1.1.11 If we do not consummate a Business Combination and dissolve, payments from the Escrow Account to the Public Shareholders may be delayed.

We will have 24 months from the First Day of Trading to consummate a Business Combination, plus an additional three months if we sign a legally binding agreement with the seller of a target within those initial 24 months. Otherwise, the Company will liquidate. Upon expiry of the Business Combination Deadline, the Company will (i) cease all operations except for those required for the purpose of its winding up, (ii) receive the amounts in the Escrow Account, which will be released to OboTech Services KG, which will then distribute the amounts to the Company, (iii) as promptly as reasonably possible (the Company estimates six weeks after the expiry of the Business Combination Deadline), redeem the Public Shares, at a per-share price, payable, subject to sufficient distributable reserves, in cash, equal to the aggregate amount on deposit in the Escrow Account at the time of the expiry of the Business Combination Deadline, reduced by the portion of the Additional Founder Subscription, if any, that has not been used to cover negative interest on the Escrow Account, divided by the number of the then outstanding Public Shares, whereby such redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iv) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the Board of Directors, liquidate and dissolve, subject in the case of clauses (iii) and (iv), to the Company's obligations under Luxembourg law to provide for claims of creditors and the requirements of other applicable law. There will be no redemption rights or liquidating distributions with respect to the Public Warrants, which will expire worthless if the Company fails to consummate a Business Combination within the Business Combination Deadline.

It may take longer than expected to redeem the Public Shares and pay the redemption price to the holders of Public Shares, particularly if there are significant taxes or other expenses for which reserves must be established, or if there are claims against us. As a result, payments to be made to Public Shareholders from the Escrow Account may be delayed while negative interest rates continue to apply to the funds held in the Escrow Account.

1.1.12 Our ability to negotiate an acquisition on favorable terms could be affected by the fact that our limited business objective will be known to potential acquisition targets.

Potential sellers of target businesses will know that we must consummate a Business Combination by the Business Combination Deadline, or we will wind up and liquidate. Our negotiating position and our ability to conduct adequate due diligence on any potential target may be reduced as we approach the deadline for the consummation of the Business Combination, which may result in less favorable negotiations than if we were not subject to the Business Combination Deadline.

1.1.13 Our ability to consummate the Business Combination may be limited by mandatory takeover bid requirements.

If we decide to implement the Business Combination by issuing new Public Shares to the seller or group of sellers of the potential Business Combination target, the Business Combination may trigger a mandatory takeover bid. Under Luxembourg law, any person acting alone or in concert who acquires 33.33% or more of our share capital with voting rights attached is required to launch a mandatory takeover bid for the remainder of our Shares. If we issue new Public Shares to a single seller or to a group of sellers, acting in concert, of a potential Business Combination target, and if those new Public Shares represent 33.33% or more of our share capital with voting rights attached, then a mandatory takeover bid will be triggered, which will most probably cause the seller or group of sellers of the potential Business Combination target not to agree to the Business Combination unless an exemption from the mandatory takeover bid requirement can be obtained. The possibility that the mandatory takeover bid requirement will (in principle) apply, and the uncertainty regarding the ability to obtain an exemption from the *Commission de Surveillance du Secteur Financier* ("**CSSF**") or, in case of a group of sellers, to unwind existing voting rights agreements, could limit our ability to seek a Business Combination with a target over a certain size, or could require us to use more debt financing in connection with a Business Combination than would otherwise be the case.

1.1.14 In order to consummate the Business Combination, we may need to arrange third party financing and we cannot assure investors that we will be able to obtain such financing.

We may require third-party financing to complete the Business Combination. However, we have not taken any steps to secure such third party financing, and we cannot assure investors that we would be able to obtain such financing on terms favorable to us or at all, including as a result of the impact that the COVID-19 pandemic may have on the capital markets or because of our limited operating history or other factors. Even if we are able to obtain third party financing, we will be subject to risks associated with leverage such as default and acceleration risks and restrictive covenants that could limit our freedom to take certain actions that we consider to be in the best interests of the Company.

1.1.15 The price of the Public Shares may fall below the then prevailing trading levels after the redemption notice is issued.

We may redeem the Public Warrants upon at least 30 days' notice at a redemption price of €0.01 per Public Warrant if the closing price of our Public Shares for any 20 out of the 30 consecutive trading days following the consummation of the Business Combination equals or exceeds €18.00 or if the closing price of our Public Shares for any 20 out of the 30 consecutive trading days following the consummation of the Business Combination equals or exceeds €10.00 but is below €18.00. Although holders of the Public Warrants may exercise them after the redemption notice is given, the price of Public Shares issued upon such exercise may fall below the amount of the threshold that triggered the redemption right, or even the stated €11.50 Public Warrant exercise price, after the redemption notice is issued. A decline in the price of the Public Shares will not result in the redemption notice being withdrawn or give rise to the right to withdraw an exercise notice.

1.1.16 The additional Public Shares issuable pursuant to our outstanding Public Warrants, Founder Warrants and Founder Shares may make it more difficult to effect a Business Combination and may adversely affect the market price of our Public Shares.

Each of the Units includes a Public Warrant entitling the holder to subscribe for one Public Share. The Public Warrants will become exercisable 30 days after the consummation of the Business Combination. The Public Warrants expire five years from the consummation of the Business Combination, or earlier upon redemption or liquidation. We also sold Class B warrants at a price of €1.50 per warrant (the "**Founder Warrants**" or "**Class B Warrants**") to the Founder to subscribe to an aggregate of 4,841,666 Public Shares. In addition, a number of our Class B shares (the "**Founder Shares**" or "**Class B Shares**"), equaling, in the aggregate on an as-converted basis 20% of the Company's share capital (not taking into account the Founder Shares issued to the Founder as part of the Additional Founder Subscription), will automatically convert into Public Shares as follows: (i) 1/2 on the trading day following the consummation of the Business Combination, and (ii) 1/2 if, post consummation of the Business Combination, the closing price of the Public Shares for any 10 trading days within a 30 trading day period exceeds €12.00, on the trading day following such trading period; while, notwithstanding the foregoing, any Founder Shares transferred by private sales or transfers made in connection with the consummation of the Business Combination at prices no greater than the price at which the Founder Shares were originally purchased, will be redeemed in exchange for the issuance of Public Shares upon the consummation of the Business Combination, but will continue to be subject to the founder lock-up (the "**Promote Schedule**").

If we issue additional Public Shares to conclude a Business Combination, the potential issuance of additional Public Shares upon exercise of these Public Warrants and Founder Warrants and conversion of the Founder Shares could make us a less attractive acquisition vehicle to some target businesses. This is because exercise of the Public Warrants and Founder Warrants and conversion of the Founder Shares will increase the number of issued Public Shares and reduce the per share value of the Public Shares issued to consummate the Business Combination. Our Public Warrants, Founder Warrants and Founder Shares may make it more difficult to consummate a Business Combination or increase the purchase price sought by the target business.

1.1.17 Resources could be wasted in researching acquisitions that are not consummated, which could materially adversely affect subsequent attempts to locate and acquire or merge with another business.

It is anticipated that the investigation of each specific target business and the negotiation, drafting, and execution of relevant agreements, disclosure documents, and other instruments will require substantial management time and attention and substantial costs for accountants, attorneys and others. If a decision is made not to consummate a specific Business Combination, the costs incurred up to that point for the proposed transaction likely would not be recoverable. Even if an agreement is reached relating to a specific target business, we may fail to consummate the Business Combination.

Furthermore, our estimate of the costs of undertaking in-depth due diligence and negotiating the Business Combination might be less than the actual amount necessary to do so and we may be required to raise additional capital, the amount, availability and cost of which is currently unascertainable. In this event, we could seek such additional capital through additional investments from the Founder, but the Founder is under no obligation to advance funds to the Company or to make further investments.

Also, the Business Combination may require us to use substantially all of our cash to pay the cash portion of the purchase price. In such a case, because we will not know how many Public Shareholders may exercise their right to request redemption of their Public Shares, we may need to arrange third party financing to help fund the Business Combination in case a larger percentage of Public Shareholders than we expect exercise their redemption rights. Additionally, even if our Business Combination does not require us to use substantially all of our cash to pay the purchase price, if a significant number of Public Shareholders exercise their redemption rights, we will have less cash available to use in furthering our business plans following a Business Combination and may need to arrange third party financing. Any such event will result in a loss to us of the related costs incurred, which could materially adversely affect subsequent attempts to locate and acquire or merge with another business.

1.1.18 The COVID-19 pandemic may trigger an economic crisis, which may delay or prevent the consummation of the Business Combination.

In December 2019, a coronavirus (COVID-19) outbreak was reported in China, and, in March 2020, the World Health Organization declared it a pandemic. Since being initially reported in China, the coronavirus has spread to over 150 countries and every EEA Member State. Given the ongoing and dynamic nature of the COVID-

19 crisis, it is difficult to predict the impact on the business of potential targets. The extent of such impact will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and actions taken to contain the coronavirus or its impact, among others. The ongoing COVID-19 pandemic, the increased market volatility and the potential unavailability of third party financing caused by the COVID-19 pandemic as well as restrictions on travel and in-person meetings, which may hinder the due diligence process and negotiations, may also delay and/or adversely affect the Business Combination or make it more costly.

1.1.19 Changes in laws or regulations, or a failure to comply with any laws and regulations, may adversely affect our business, including our ability to negotiate and complete the Business Combination, and results of operations.

We are and will be subject to laws and regulations enacted by national, regional and local governments where we operate, including those in the jurisdictions where we operate following the Business Combination. Compliance with, and monitoring of, applicable laws and regulations may be difficult, time consuming and costly, particularly for a Company with a limited number of employees and a limited operating history. Those laws and regulations and their interpretation and application may also change from time to time and those changes could have a material adverse effect on our business, investments and results of operations. In addition, a failure to comply with applicable laws or regulations, as interpreted and applied, could have a material adverse effect on our business, including our ability to negotiate and complete the Business Combination, and results of operations.

1.1.20 We may be unable to attract or retain qualified personnel required to support the Company after the Business Combination.

Because our success largely depends on our ability to further develop the business acquired in the Business Combination, following the completion of the Business Combination, we will evaluate the personnel of the acquired business and may determine that we require increased support to further develop and manage the acquired business in accordance with our overall business strategy. The existing personnel of the acquired business may not be adequate or qualified to carry out our strategy and we may not be able to attract or retain experienced and qualified employees to carry out our strategy.

1.1.21 Public Shareholders will not have any rights or interests in funds from the Escrow Account except under certain limited circumstances.

Public Shareholders will not have any rights or interests in funds from the Escrow Account except under certain limited circumstances, which are (i) the Company's liquidation if we do not consummate a Business Combination prior to the expiry of the Business Combination Deadline or (ii) upon a valid redemption request by a Public Shareholder, the redemption of Public Shares in case of the consummation of the Business Combination. To liquidate their investment, therefore, the Public Shareholders may be forced to sell their Public Shares or Public Warrants which they might not be able to do at favorable terms, or at all, due to the limited free float of the Public Shares and Public Warrants and a potential lack of market liquidity for these securities.

1.1.22 The Founder will not have any liability if we fail to consummate a Business Combination, or if we consummate a Business Combination that turns out to be less favorable than expected, and our Founder's obligations to us are limited.

The Founder will not have any liability to us or to our Public Shareholders or holders of Public Warrants if we fail to consummate a Business Combination, or if the Business Combination turns out to be less favorable than our shareholders expect. In addition, the Founder are not obliged to fund additional expenses if the Founder Capital At-Risk is not sufficient, and the Founder will not indemnify us in case of claims by third parties such as tax authorities, acquisition targets or other parties or against credit risk of the bank at which the Escrow Account is held or a decline in the value or lower than anticipated return on the investments in which the Escrow Account is invested. As a result of the foregoing, potential investors in our Public Shares and Public Warrants should not rely on the Founder in deciding whether to invest.

1.1.23 We may incur losses that are not covered by existing insurance policies or that exceed the coverage level stipulated in the relevant insurance contracts.

We cannot rule out that we may incur losses that are not covered by existing insurance policies or that exceed the coverage level stipulated in the relevant insurance contracts. Furthermore, it cannot be guaranteed that we will

be able to maintain adequate insurance coverage at acceptable cost in the future. Any of the foregoing could have a material adverse effect on the Company's financial condition, cash flows and results of operations.

1.1.24 For an indefinite period of time, our prospects for success will depend entirely on the future performance of one single business.

By consummating the Business Combination with only one single entity, our lack of diversification may subject us to negative economic, competitive and regulatory developments, any or all of which may have a substantial adverse impact on the particular industry in which we operate after the Business Combination. In addition, we may depend on the marketing and sale of a single product or limited number of products or services.

1.2 Risks Relating to Management and Potential Conflicts of Interest

1.2.1 We could be adversely affected by the loss of any members of our management team.

Our success will depend on the relationships, skills, expertise and experience of our management team. The Company's management team is responsible, among other things, for the planning and execution of the Company's strategies. The loss of any members of the Company's management team could therefore adversely affect our ability to execute our strategy, and therefore have a material adverse effect on the Company's business, net assets, financial condition, cash flows and results of operations.

In particular, we are dependent upon a relatively small group of individuals, including Rolf Elgeti, Benjamin Barnett and Lars Wittan. We cannot assure investors that such individuals will remain with us for the immediate or foreseeable future. We do not have direct employment agreements with, or key-man insurance on the life of, any of these individuals. The unexpected loss of the services of any of these individuals could have a detrimental effect on us, including our ability to successfully consummate the Business Combination.

1.2.2 The Founder and the members of the Board of Directors will continue other external business endeavors in some capacity and possibly in similar areas of business, which may compete or even conflict with the interest of Company.

None of the members of the Board of Directors are required to commit their full time to the Company's affairs, which could create a conflict of interest when allocating their time between the Company's operations and their other commitments. The members of the Board of Directors and the Founder are engaged in other business endeavors even though the members of the Board of Directors are obligated to devote a certain percentage of their time to the Company's affairs. If the Founder's or the Board of Directors members' other business affairs require them to devote more substantial amounts of time to such affairs than expected, it could limit their ability to devote time to the Company's affairs and could have a negative impact on the Company's ability to consummate the Business Combination, including through negative publicity.

In addition, the Founder or the members of the Board of Directors, or one or more of their affiliates, may help identify target companies and provide other services to the Company. The Company can provide no assurance that these conflicts will be resolved in the Company's favor. In addition, although the members of the Board of Directors must act in the Company's best interests and owe certain fiduciary duties to the Company, they are not obligated to present business opportunities to the Company.

1.2.3 The Founder, and through their participation in the Founder, our members of the Board of Directors, may have a conflict of interest in deciding if a particular target business is a good candidate for a Business Combination.

The Founder will realize economic benefits from its investment in the Company only if we consummate the Business Combination. On the other hand, if we fail to consummate the Business Combination by the Business Combination Deadline, the Founder will not be entitled to liquidation distributions in excess of €0.024 per Founder Share, and the Founder accordingly will lose substantially all of its investment in the Founder Shares and Founder Warrants. These circumstances may influence the selection of a target business or otherwise create a conflict of interest for the members of the Board of Directors in connection with the determination of whether a particular Business Combination is appropriate and in the best interests of our Public Shareholders.

The Founder will also continue to assess potential target businesses for its own funds and business ventures, which could create a conflict of interest in connection with the choice of a target business for the Business Combination.

1.2.4 Our Founder, members of the Board of Directors, security holders and their respective affiliates may hold an equity interest or other competitive pecuniary interests in potential target companies that may conflict with our interests.

We have not adopted a policy that expressly prohibits our Founder, our members of the Board of Directors, security holders or affiliates from having a direct or indirect pecuniary or financial interest in any investment to be acquired or disposed of by us or in any transaction to which we are a party or have an interest. In fact, we may enter into a Business Combination with a target business that is affiliated with our Founder or our members of the Board of Directors.

We also have not adopted a policy that expressly prohibits any such persons from engaging for their own account in business activities of the types conducted by us. Accordingly, such persons or entities may have a conflict between their interests and ours. In particular, no restrictions on any Obotritia Capital KGaA product or offering or any activities or the pursuit of strategies otherwise permitted by any Obotritia Capital KGaA product or offering, whether in relation to individual Obotritia Capital KGaA team members, entities, partners, affiliates or otherwise, have been agreed.

The personal and financial interests of our members of the Board of Directors may influence their motivation in timely identifying and selecting a target business and completing a Business Combination. Consequently, our Board of Directors members' discretion in identifying and selecting a suitable target business may result in a conflict of interest when determining whether the terms, conditions and timing of a particular business combination are appropriate and in our shareholders' best interest.

1.2.5 Following the Listing, the Founder will continue to exercise significant influence over the Company and its interests in the Company's business may be different than the interests of investors.

Following the Listing, the Founder will own Founder Shares that will represent 20% (not taking into account the Founder Shares issued to the Founder as part of the Additional Founder Subscription) of the Company's voting rights on all matters even though the Founder Shares will only have nominal economic rights until they are converted. The Founder may acquire additional Public Shares if it purchased Units in the Private Placement or additional Public Shares in the secondary market. The Founder may vote the Founder Shares it holds on all matters as they deem appropriate (although they have agreed to vote in favor of the Business Combination). Because of the ownership block held by the Founder, it may be able to exercise effective control over matters requiring approval by a general shareholders' meeting, including the election of our Board of Directors members or the approval of the Business Combination. The interests of the Founder and the interests of investors may not always align.

1.2.6 We will not be required to obtain a fairness opinion from an independent investment banking firm or independent accounting firm as to the fair market value of the target business unless we enter into a Business Combination with a target in which the Founder or any of its affiliates, solely or jointly, hold 20% or more of the shares.

Our Board of Directors will not be required to obtain a fairness opinion or other independent valuation of the acquisition target or the consideration that we offer, unless we enter into a Business Combination with a target in which the Founder or any of its affiliates, solely or jointly, hold 20% or more of the shares. The lack of a fairness opinion may increase the risk that a proposed business target may be improperly valued by our Board of Directors.

1.2.7 Investors have limited information on which to assess our prospects beyond the track record of the members of the Board of Directors, which may not be indicative of future performance of an investment in the Company.

We did not have business operations in the past. The Company has no established competitive positioning, and there is no relevant historical data on the Company's operating or financial performance. The historical financial information included in this Prospectus is not representative of what the Company's financial condition, results of operations and cash flows will be in the future. Investors therefore have limited information on which to assess the Company's prospects beyond the track record of the members of the Board of Directors, which may

not necessarily be indicative of the Company's future performance. Our future financial condition, results of operations and cash flows may therefore differ materially from investors' assessments of our prospects.

1.2.8 J.P. Morgan may have conflicts of interest in case it is retained to issue a fairness opinion with respect to an acquisition target.

J.P. Morgan AG may have conflicts of interest in case it is retained to issue a fairness opinion with respect to an acquisition target as a material part of their commission for placing the Units will be deferred until the Business Combination occurs. Due to this deferred commission, there is an incentive for J.P. Morgan AG to promote the consummation of a Business Combination. Thus, it cannot be excluded that this may influence the selection of a target business or otherwise create a conflict of interest in connection with the determination of whether a particular Business Combination is appropriate and in the best interests of our Public Shareholders.

1.3 Regulatory, Accounting, Legal and Tax Risks

1.3.1 We may be qualified as an alternative investment fund.

We believe that we do not fall within the scope of the European Commission published Directive 2011/61/EU, the Alternative Investment Fund Managers Directive, which was published on 1 July 2011 (the "**AIFM Directive**") and implemented by the Luxembourg law on alternative investment fund managers dated July 12, 2013 (the "**AIFM Law**"). The AIFM Directive was implemented through secondary legislation and became effective in all European jurisdictions in July 2014 and similar regulation in the United Kingdom. The legislation seeks to regulate alternative investment fund managers based in the EU or the United Kingdom ("**AIFM**") and prohibits such managers from managing any alternative investment fund ("**AIF**") or marketing shares in such funds to EU investors and investors in the United Kingdom unless they have been registered or granted authorization, as the case may be. The AIFM Directive imposes additional requirements, among others, relating to risk management, minimum capital requirements, the provision of information, governance and the compliance requirements, with consequent increase, potentially a material increase, in governance and administration expenses.

In our view, the Company does not fall within the scope of the AIFM Directive and AIFM Law, because, upon the consummation of the Business Combination, the Company will cease its business activity as a special purpose acquisition company (*i.e*,. to acquire an operating company in the Business Combination) as it will no longer have the corporate purpose of investing in the course of a business combination, but become an operating company and/or a holding company of a group. It, therefore, does not need to comply with the AIFM Law. However, there is no definitive guidance from national or EU-wide regulators whether companies like the Company qualify as AIFs and whether they are subject to the AIFM Directive or not. As such, there is the possibility that these regulators may, in the future, decide that businesses such as ours qualify as an AIF and fall within the scope of the AIFM Law, in which case we will have to comply with this directive (including the requirements mentioned above). The cost of compliance, such as appointing an AIFM and any additional reporting duties, could have a material adverse effect on the Company's business, financial condition, prospects and results of operations.

1.3.2 We may be adversely affected by changes to the general tax environment in Luxembourg and Germany as well as the jurisdiction which the target business is subject to.

We are dependent on the general tax environments in Luxembourg and Germany as well as the jurisdiction which the target business is subject to. The Company's tax burden depends on various tax laws, as well as their application and interpretation. Its tax planning and optimization depends on the current and expected tax environment. Amendments to tax laws may have a retroactive effect and their application or interpretation by tax authorities or courts may change unexpectedly. Furthermore, court decisions are occasionally limited to their specific facts by tax authorities by way of so-called non-application decrees. This may also increase the Company's tax burden. Any tax assessments that deviate from our expectations could lead to an increase in its tax obligations and, additionally, could give rise to interest payable on the additional amount of taxes.

Furthermore, future tax audits and other investigations conducted by the competent tax authorities could result in the assessment of additional taxes. In particular, this may be the case with respect to changes in the Company's shareholding structure or other reorganization measures with regard to which tax authorities could take the view that they ought to be disregarded for tax purposes. Furthermore, expenses could be treated as non-deductible. Any

of these findings could lead to an increase in the Company's tax obligations and could result in the assessment of penalties.

The materialization of any of these risks could have a material adverse effect on the Company's business, net assets, financial condition, cash flows or results of operations.

1.3.3 We may be a Passive Foreign Investment Company, which could have adverse U.S. federal income tax consequences to U.S. investors in our Public Shares or Public Warrants.

If we are a passive foreign investment company ("**PFIC**") for any taxable year (or portion thereof) that is included in the holding period of a United States person (as defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended) ("**U.S. person**") of our Public Shares or Public Warrants, the U.S. person may be subject to adverse United States of America ("**United States**") federal income tax consequences and may be subject to additional reporting requirements. Our PFIC status for our current and subsequent taxable years may depend on whether we qualify for the PFIC start-up exception. Depending on the particular circumstances, the application of the start-up exception may be subject to uncertainty, and there cannot be any assurance that we will qualify for the start-up exception. Accordingly, there can be no assurances with respect to our status as a PFIC for our current taxable year or any subsequent taxable year. Our actual PFIC status for any taxable year, however, will not be determinable until after the end of such taxable year. Moreover, if we determine we are a PFIC for any taxable year, upon written request, we will endeavor to provide to a U.S. person such information as the Internal Revenue Service may require, including a PFIC annual information statement, in order to enable the U.S. person to make and maintain a "qualified electing fund" election, but there can be no assurance that we will timely provide such required information, and such election would be unavailable with respect to our Public Warrants in all cases. We urge investors that are U.S. persons to consult their own tax advisors regarding the possible application of the PFIC rules.

1.3.4 Potential investors' ability to invest in the Units, Public Shares and Public Warrants or to transfer any Public Shares and Public Warrants that investors hold may be limited by certain ERISA, U.S. Tax Code and other considerations.

We intend to restrict the ownership and holding of Units, Public Shares and Public Warrants so that none of our assets will constitute "plan assets" of any of the following (each, a "**Plan**"): (i) an "employee benefit plan" (within the meaning of Section 3(3) of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time ("**ERISA**") that is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended ("**U.S. Tax Code**") or any other provisions under any law that would have the same effect as Section 4975 of the U.S. Tax Code (a "**Similar Law**"), or (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement pursuant to ERISA (including pursuant to the "**Plan Asset Regulations**" as defined below), the Code or any applicable Similar Law. If our assets were deemed to be "plan assets" subject to ERISA or Section 4975 of the U.S. Tax Code, pursuant to U.S. Department of Labor regulations promulgated under ERISA by the U.S. Department of Labor and codified at 29 C.F.R. Section 2510.3-101, which we refer to as the "Plan Asset Regulations", applied in accordance with Section 3(42) of ERISA, certain transactions that we may enter into, or may have entered into, in the ordinary course of business might constitute or result in non-exempt prohibited transactions under Section 406 of ERISA or Section 4975 of the U.S. Tax Code and might have to be rescinded. Because of the foregoing, neither the Units, Public Shares nor Public Warrants may be purchased or held by any person investing "plan assets" of any Plan until we remove these restrictions on ownership by Plans. We expect that we will remove these restrictions subsequent to the consummation of the Business Combination.

Each purchaser of Units, Public Shares and Public Warrants will, and each subsequent transferee of the Public Shares and Public Warrants underlying such Units will be deemed to, represent and warrant in writing that no portion of the assets used to acquire Units or hold its interest in Units, Public Shares or Public Warrants or any beneficial interest therein constitutes or will constitute the assets of a Plan.

1.3.5 We have determined that the Warrants currently should be treated as derivatives, which may make the Company less attractive to a target and may adversely affect our ability to enter into a Business Combination. We cannot guarantee that the Warrants will be reclassified as equity in the future. Furthermore, we have determined that the Public Shares currently should be treated as debt.

We have determined, based on discussions of the accounting treatment of the Warrants as equity or derivatives under IFRS with our auditors, Mazars Luxembourg S.A., that the Warrants should be treated as

derivatives on our balance sheet, consistent with existing accounting interpretations under IFRS. As a result of this accounting treatment, we will be required to mark-to-market the value of the Warrants on an annual and semi-annual basis in connection with the preparation of our financial statements. This may lead to volatility in our financial results.

In the future, we may be able to reclassify the Warrants as equity, *e.g*., by amending the terms and conditions of the Public Warrants or the Founder Warrants, but we cannot provide assurance that we will amend any terms and conditions prior to or following the Business Combination. We also cannot ensure that any amendments to the terms and conditions of the Public Warrants or the Founder Warrants would result in the reclassification of the Warrants as equity under IFRS. The treatment of the Warrants as derivatives could result in volatility with regard to our reported financial results on a period-to-period basis. This volatility is likely to be greater after the Business Combination because the impact of marking-to-market on the financial results of a target company following the Business Combination is likely to be larger than any impact while we remain a special purpose acquisition company. Treating the Warrants as derivatives may therefore make us less attractive to a target and may adversely affect our ability to enter into a Business Combination with a target by the Business Combination Deadline.

Furthermore, we have discussed the accounting treatment of the Public Shares as equity or debt under IFRS with our auditors, Mazars Luxembourg S.A., and have determined that the Public Shares currently should be treated as debt on our balance sheet, consistent with existing accounting interpretations under IFRS, due to the right of the Public Shareholders to request the redemption of their Public Shares. Based on said discussions, we believe that the treatment of the Public Shares as debt should not result in volatility with regard to our reported financial results on a period-to-period basis until the consummation of the Business Combination because such debt instruments are measured at amortized cost. Upon consummation of the Business Combination, we believe that the Public Shares should be reclassified as equity instruments because the right of Public Shareholders to request the redemption of their Public Shares is not applicable anymore.

We understand that views on the treatment of shares and warrants of special purpose acquisition vehicles may be evolving. We cannot rule out that different interpretations under IFRS may be developed or guidance could be given in future which may require us to make changes to the accounting treatment of our shares and warrants under IFRS in future.

1.3.6 We may reincorporate in another jurisdiction in connection with the Business Combination and such reincorporation may result in taxes imposed on shareholders of the Company.

We may, in connection with the Business Combination and subject to requisite shareholder approval by special resolution under Luxembourg company law, reincorporate in the jurisdiction in which the target company or business is located or in another jurisdiction. The transaction may require a shareholder to recognize taxable income in the jurisdiction in which the shareholder is a tax resident or in which its members are resident if it is a tax transparent entity. We do not intend to make any cash distributions to shareholders to pay such taxes. Shareholders may be subject to withholding taxes or other taxes with respect to their ownership of us after the reincorporation.

1.3.7 There will be no public offering of Public Shares or Public Warrants in the United States nor will shareholders nor warrant holders be entitled to protections normally afforded to investors of "blank check" companies in an offering pursuant to Rule 419 under the Securities Act.

Since the proceeds from the Private Placement are intended to be used for the Business Combination, the Company may be deemed to be a "blank check" company under the United States securities laws. However, because there will be no offer to the public of Public Shares or Public Warrants in the United States and no registration of the Public Shares or Public Warrants under the United States Securities Act of 1933, as amended (the "**Securities Act**"), the Company is not subject to rules promulgated by the SEC to protect investors in blank check companies, such as Rule 419 under the Securities Act or the requirements of U.S. stock exchanges for special purpose acquisition companies, which are listed in the United States. Accordingly, no investor will be afforded the benefits or protections of those rules. Among other things, this means the Company's Public Shares and Public Warrants will be immediately tradable and the Company will have a longer period of time to complete the Business Combination than companies subject to Rule 419 under the Securities Act.

1.3.8 The Company is not, and does not intend to become, registered in the United States as an investment company under the U.S. Investment Company Act and shareholders will not be entitled to the protections of the U.S. Investment Company Act.

The Company has not been, does not intend to be, and would most likely be unable to become, registered in the United States as an investment company under the U.S. Investment Company Act of 1940, as amended (the "**U.S. Investment Company Act**"). The U.S. Investment Company Act provides certain protections to investors and imposes certain restrictions on companies that are registered as investment companies. As the Company is not so registered and does not plan to be registered, none of these protections or restrictions is or will be applicable to the Company.

An entity may be deemed to be an investment company, as defined under Sections 3(a)(1)(A) and (C) of the U.S. Investment Company Act, if it primarily is engaged or holds itself out as engaging in the business of investing, reinvesting or trading in securities or if it owns investment securities (as that term is defined in the U.S. Investment Company Act) having a value exceeding 40% of its total assets. If an entity is deemed to be an investment company under the U.S. Investment Company Act, it is required to register as an investment company under that Act. If the Company were required to register, it (i) could become subject to certain restrictions that might make it difficult for the Company to conduct its business and to complete the Business Combination and (ii) would be required to impose restrictions on the nature of its investments, issuance of its securities, its capital structure, and how it conducts business dealings with its affiliates, among other factors. In addition, the Company may have burdensome requirements imposed upon it, including reporting, record keeping, voting, proxy and disclosure requirements and other rules and regulations.

The Company does not believe that its proposed activities, or the manner in which it intends to conduct its business, will require it to register as an investment company under the U.S. Investment Company Act during the period in which it is seeking to complete the Business Combination. In the event that the Company did hold more than 40% of its total assets in investment securities, it could seek to qualify for an exemption from registration as an investment company, or request an exemption from the SEC. As an entity organised outside the United States, there is no assurance that such an exemption or that such relief would be available at that time. If the Company were found to have operated as an unregistered investment company, the Company could be subject to regulatory and other penalties that could materially and adversely affect its business operations and prospects.

1.4 Risks Related to the Public Shares, the Listing and the Shareholder Structure

1.4.1 Investors in Public Shares paid €10.00 per Public Share compared to approximately €0.024 per Founder Share by the Founder (with the exception of the Founder Shares issued under the Additional Founder Subscription, which were subscribed for approximately €10.00 per Founder Share) and, accordingly, upon conversion of the Founder Shares into Public Shares, investors in the Public Shares will experience material net-asset value dilution at any point the Founder Shares convert to Public Shares in accordance with the Promote Schedule.

Holders of Public Shares may experience material net-asset value dilution as a result of the convertibility of the Founder Shares. While Public Shareholders will not experience dilution prior to the consummation of the Business Combination (because the Founder Shares will have no material economic rights), they will experience material net-asset value dilution when the Business Combination is consummated. This is a result of the conversion of the Founder Shares into Class A Shares with the same economic rights as the Public Shares (in accordance with the Promote Schedule) despite the fact that the Founder paid only €0.024 per share compared to €10.00 per share by the initial investors in the Public Shares, leading to a net-asset value dilution of €1.995 per Public Share. In addition, if a large number of holders of Public Shares redeem their Public Shares, the dilution will be greater, due to the fact that converted Founder Shares will account for a larger proportion in the Company's share capital. The amount of net-asset value dilution per Public Share will be up to €9.976 per Public Share if all holders of Public Shares redeem their Public Shares.

1.4.2 There is currently no market for the Public Shares and Public Warrants and, notwithstanding our intention to list the Public Shares and Public Warrants on the Frankfurt Stock Exchange, a market for the Public Shares and Public Warrants may not develop, which would adversely affect the liquidity and price of the Public Shares and Public Warrants.

There is currently no market for the Public Shares and Public Warrants. Therefore, investors should be aware that they cannot benefit from information about prior market history when making their decision to invest. Further,

the Units were placed by way of a private placement to a limited number of investors, which may lead to a relatively small spread of the Public Shares and Public Warrants and thus low market liquidity. The price of the Public Shares and Public Warrants after the Private Placement can also vary due to general economic conditions and forecasts, our general business condition and the release of our financial reports. Although our current intention is to maintain a listing on the Frankfurt Stock Exchange, we cannot assure you that we will always do so. In addition, an active trading market for our Public Shares and Public Warrants may not develop or, if developed, may not be maintained. Investors may be unable to sell their Public Shares and Public Warrants unless a market can be established and maintained, and if we subsequently obtain a listing on an exchange in addition to, or in lieu of, our Listing on the Frankfurt Stock Exchange, the level of liquidity of your Public Shares and Public Warrants may decline.

1.4.3 The payment of future dividends will depend on our business, financial condition, cash flows and results of operations.

We do not intend to pay dividends prior to the completion of the Business Combination. In the future, the general shareholders' meeting, will decide on matters relating to the payment of future dividends. Such decisions are based on the Company's particular situation at the time, including its earnings, financial and capital expenditure needs, and the availability of distributable capital. In addition, some future financing arrangements may contain restrictions and covenants relating to leverage ratios and restrictions on dividend distributions upon a breach of any covenant. Any of these factors, individually or in combination, could restrict the Company's ability to pay dividends.

1.4.4 Investors with a reference currency other than the euro may be subject to foreign exchange risks.

The Company's equity capital is denominated in euro, and the vast majority of its revenues and expenses will be incurred in euro. Furthermore, all returns will be distributed in euro. If the investor's reference currency is a currency other than euro, they may be adversely affected by any reduction in the value of the euro relative to the investor's reference currency. Investors may also incur further transaction costs of converting euro into another currency. As a result, investors are strongly urged to consult their financial advisers with a view to determining whether they should enter into hedging transactions to off-set these currency risks.

1.4.5 Future sales of the Public Shares may have an effect on the price of the Public Shares.

The Public Shares that the Founder receives in accordance with the Promote Schedule will become transferrable on the first anniversary of the Business Combination or earlier if, at any time, the closing price of the Public Shares equals or exceeds €12.00 for any 20 trading days within any 30-trading day period.

Sales of substantial amounts of the Public Shares on the market following the Private Placement or following the Business Combination, or market perception that such a sale is imminent, could lower the price of the Public Shares.

1.4.6 We may be required to take a non-cash charge in our financial statements with respect to the Founder Shares and the Founder Warrants issued before the completion of the Private Placement.

We may be required to take a non-cash charge in the Company's financial statements with respect to the Founder Shares and Founder Warrants issued prior to the completion of the Private Placement. Such a charge would result if a valuation shows that any such securities were issued at a discount to fair market value. If the charge is related to specifically identified services to be provided by the Founder, it would be a non-cash expense taken over the period when the services are received. If the charge is related to services that cannot be specifically identified, a one-time non-cash expense will be recognized.

Although any such non-cash charge described above may be material from an accounting standpoint, any such non-cash charge would have no effect on our net asset position. In addition, it would have no impact on, or affect the funds held in, the Escrow Account, or our ability to use such funds for the Business Combination or redemption.

1.4.7 Shares tendered for redemption will be redeemed only if the Business Combination is approved and consummated.

When we submit a proposed Business Combination to the shareholders for approval, Public Shareholders that submit a valid redemption request will be given the opportunity to have their shares redeemed in the event the Business Combination is approved and consummated. Public Shares that are tendered for redemption will be placed in a blocked account, and the Company will not redeem them or pay any redemption price to Public Shareholders unless and until the Business Combination is approved and consummated.

We may be unable to consummate a proposed Business Combination that has been approved by the shareholders, or such consummation could take longer than expected as the proposed Business Combination may require (i) cash consideration to be paid to the target or its owners, (ii) cash to be transferred to the target for working capital or other general corporate purposes or (iii) the retention of cash to satisfy other conditions in accordance with the terms of the proposed Business Combination. In the event the aggregate cash consideration we would be required to pay for all Public Shares that are validly submitted for redemption plus any amount required to satisfy cash conditions pursuant to the terms of the proposed Business Combination exceed the aggregate amount of cash available to us, we will not complete the Business Combination or redeem any shares, and all Public Shares submitted for redemption will be returned to the holders thereof.

1.4.8 Investors in the EEA may not be familiar with the legal form of a special purpose acquisition company or a blank check company, which could adversely affect the market price of the Public Shares and Public Warrants.

We are established for the purpose of acquiring one operating business through a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transactions. This company purpose has not been used frequently in the EEA in the past and investors in the EEA may not be familiar with a company having such purpose. The unfamiliarity of investors in the EEA with the Company's purpose and business strategy may adversely affect the price of the Public Shares and Public Warrants.

2. GENERAL INFORMATION

2.1 Responsibility Statement

The Company assumes responsibility for the content of this Prospectus pursuant to the Prospectus Regulation and declares that the information contained in this Prospectus is, to the best of its knowledge, correct and contains no material omissions, and that it has taken all reasonable care to ensure that the information contained in this Prospectus is, to the best of its knowledge, correct and contains no material omission likely to affect its import.

The Manager makes no representation or warranty as to the accuracy or completeness of the information contained in the Prospectus.

2.2 Competent Supervisory Authority

The Prospectus for this listing has been approved by the CSSF in its capacity as competent authority under the Prospectus Regulation and the Luxembourg Prospectus Law for the purpose of the admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard), meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Company or the quality of the Public Shares and investors should make their own assessment as to the suitability of investing in the Public Shares. Application has been made to notify BaFin in accordance with the European passport mechanism set forth Article 25 para. 1 of the Prospectus Regulation.

This Prospectus will be published in electronic form on the website of the Luxembourg Stock Exchange (http://www.bourse.lu) and on the Company's website at www.obotechacquisition.com under the "Investor Relations" section. By approving this Prospectus, the CSSF gives no undertaking as to the economic or financial soundness of the transaction or the quality and solvency of the Company in line with the provisions of Article 6 para. 4 of the Luxembourg Prospectus Law.

The information on the websites does not form part of this Prospectus and has not been scrutinized or approved by the CSSF.

2.3 Purpose of this Prospectus

This Prospectus relates to the admission to trading of 20,000,000 Public Shares. The Public Shares were issued in the Private Placement (together with the Public Warrants) in the form of Units at €10.00 per Unit, each Unit consisting of one Public Share and 1/3 Public Warrant.

Of the unit price of €10.00 per Unit (the "**Unit Price**"), €0.024 represents the subscription price per Public Share, €0.01 represents the nominal subscription price per Public Warrant, and €9.997 will be allocated to the capital contribution account of the Company at the Closing.

Application has been made to list the Public Shares on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard).

2.4 Background to the Private Placement

2.4.1 Private Placement

On April 29, 2021, in anticipation of the expected admission to trading of the Public Shares on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard) and the Public Warrants to trading on the open market (*Freiverkehr*) of the Frankfurt Stock Exchange (*Börse Frankfurt Zertifikate AG*), the Company together with the Manager initiated a Private Placement of the Units and set the price at €10.00 per Unit.

The final number of Units placed in the Private Placement was determined on April 30, 2021 based on the investor demand during the offer period (which took place in the period from April 29, 2021 to April 30, 2021). The results of the Private Placement were published on the date of this Prospectus by the Company through an electronic information dissemination system and on the Company's website on April 30, 2021.

2.4.2 Private Placement Structure

The Private Placement was exclusively addressed to qualified investors in any member state of the EEA, including in Germany, and to institutional investors in certain other jurisdictions. Neither the Units nor the Public Shares or the Public Warrants have been or will be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any other jurisdiction of the United States of America ("**United States**") and may not be offered, sold or otherwise transferred within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. The Units offered or sold outside the United States will be offered or sold in offshore transactions as defined in, and in reliance on, Regulation S under the Securities Act.

Book-entry delivery of the Units sold in the Private Placement against payment of the Unit Price is expected to occur on May 5, 2021.

2.4.3 Delivery and Settlement

Delivery of the Units against payment of the price per Unit is expected to take place on May 5, 2021. The Public Shares were issued on April 30, 2021.

At the shareholder's option, the Public Shares and Public Warrants purchased as Units in the Private Placement will be credited either to a securities deposit account maintained by a German bank with Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Germany ("**Clearstream**") or to a securities account of a participant in Euroclear Bank S.A./N.V., 1, Boulevard Roi Albert II, 1120 Brussels, Belgium, as the operator of the Euroclear system ("**Euroclear Bank**"), or to Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg ("**Clearstream Banking**") for the account of such shareholder.

The Public Shares are in dematerialized form and deposited with LuxCSD. The Public Warrants are in global permanent form represented by a global bearer certificate deposited with a Common Depositary ("**Common Depositary**") for Euroclear Bank and Clearstream Banking. Interests in a global security will, so long as the global security is deposited with Clearstream Banking, be transferable only in accordance with the rules and procedures of Clearstream Banking.

2.4.4 Reasons for the Private Placement, Listing and Use of Proceeds

This Prospectus has been prepared for the admission to trading of the Public Shares on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard).

The Company intends to use the gross proceeds from the Private Placement in connection with the Business Combination. In the event of a Business Combination, the amounts held in the Escrow Account will be paid out in the following order of priority: (i) to redeem the Public Shares for which a redemption right was validly exercised, (ii) in relation to any Public Share for which a Public Shareholder has validly exercised a redemption right, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income, (iii) to pay the deferred listing commission (as defined below) and (iv) payment of any remainder of any amount in the Escrow Account to the Company for use in paying the cash portion, if any, of the consideration due for the Business Combination and to cover future liquidity requirements of the target acquired in the Business Combination.

The Founder Capital At-Risk will be used to finance the Company's working capital requirements and Private Placement and Listing expenses as well as the remuneration of the non-executive member of the Board of Directors in the amount of €10,000 per annum and due diligence costs in connection with the Business Combination, except for the fixed deferred listing commission, which will be paid by the Company to the Manager in an amount of 3.0% of the gross proceeds of the Private Placement, payable from the amounts in the Escrow Account, on the date of completion of the Business Combination (the "**Deferred Listing Commission**").

The proceeds of the Additional Founder Subscription will be used to cover the negative interest, if any, paid on the proceeds held in the Escrow Account up to an amount equal to the Additional Founder Subscription to allow, in case of a liquidation of the Company after expiry of the Business Combination Deadline or in case of

redemptions of Public Shares in the context of a Business Combination, for a redemption at €10.00 per Public Share.

We estimate our proceeds from the Private Placement, the Founder Capital At-Risk and the Additional Founder Subscription as well as our Private Placement and Listing expenses to be as set forth in the following table:

	in €
Gross proceeds	
Gross proceeds from Private Placement of Units	200,000,000
Gross proceeds from private placement of Founder Warrants	7,100,000
Gross proceeds from Additional Founder Subscription	3,250,000
Total gross proceeds	210,350,000
Private Placement and Listing expenses	
Listing fees	4,000,000
Legal fees and expenses	850,000
Accounting and administrative fees and expenses	100,000
Audit fees	200,000
Exchange and regulatory fees and expenses	350,000
Miscellaneous expenses	50,000
Total Private Placement and Listing expenses	5,550,000
Working Capital after Private Placement and Listing expenses	1,550,000
Proceeds after Private Placement and Listing expenses	204,800,000
Held in Escrow Account	203,250,000
% of proceeds from the Private Placement	>100%
Not held in Escrow Account	7,100,000

2.4.5 Transferability, Lock-Up

The Public Shares are freely transferable in accordance with the legal provisions applicable to dematerialized shares, subject to certain lock-up commitments entered into by the Company and the Founder. The Public Warrants are freely transferable in accordance with the legal provisions applicable to bearer form warrants.

2.4.6 Interests of Parties Participating in the Private Placement

The Manager acts for the Company on the Private Placement and coordinates the structuring and execution of the Private Placement. Upon successful implementation of the Private Placement, the Manager will receive a commission, and the size of this commission depends on the results of the Private Placement. As a result of these contractual relationships, the Manager has a financial interest in the success of the Private Placement at the best possible terms.

Furthermore, in connection with the Private Placement, the Manager and any of its affiliates may take up a portion of the Units in the Private Placement as a principal position and in that capacity may retain, purchase or sell for its own account such Public Shares or Public Warrants or related investments and may offer or sell such Public Shares or Public Warrants or other investments otherwise than in connection with the Private Placement. In addition, the Manager or its affiliates may enter into financing arrangements (including swaps or contracts for differences) with investors in connection with which the Manager (or its affiliates) may from time to time acquire, hold or dispose of Public Shares or Public Warrants of the Company. The Manager does not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

The Manager or its affiliates have, and may from time to time in the future continue to have, business relations with the Company and the Founder or may perform services for the Company and the Founder in the ordinary course of business for which it has received or may receive customary fees and commissions.

Furthermore, the Company might acquire a target in the Business Combination that is an affiliate of the Founder or in which the Founder or its affiliates hold an equity interest or other competitive pecuniary interests. In addition, the Manager has agreed to the Deferred Listing Commission, which may only become due and payable at the time of the consummation of the Business Combination. As a result thereof, the Manager also has a financial interest in the success of the Business Combination.

Other than the interests described above, there are no material interests, in particular no material conflicts of interest, with respect to the Private Placement.

2.4.7 MiFID II Product Governance Requirements

Solely for the purpose of the product governance requirements contained within (i) Directive 2014/65/EU of the European Parliament and of the Council of May 15, 2014 on markets in financial instruments, as amended ("**MiFID II**"), (ii) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 of April 7, 2016 supplementing MiFID II and (iii) local implementing measures (together, the "**MiFID II Requirements**"), and disclaiming any and all liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Requirements) may otherwise have with respect thereto, the Public Shares and Public Warrants have been subject to a product approval process. As a result, it has been determined that (i) the Public Shares are (a) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II, and (b) eligible for distribution through all distribution channels permitted by MiFID II and (ii) the Public Warrants are (a) compatible with an end target market of investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II, and (b) eligible for distribution to professional clients and eligible counterparties through all distribution channels permitted by MiFID II (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, the price of the Public Shares and/or Public Warrants may decline and investors could lose all or part of their investment. The Public Shares and Public Warrants offer no guaranteed income and no capital protection, and an investment in the Public Shares and Public Warrants is suitable only for investors who:

- do not need a guaranteed income or capital protection;
- either alone or together with an appropriate financial or other adviser, are capable of evaluating the merits and risks of such an investment; and
- who have sufficient resources to be able to bear any losses that may result from such investment.

The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions with respect to the Private Placement and does not constitute (i) an assessment of suitability or appropriateness for the purposes of MiFID II or (ii) a recommendation to any investor or group of investors to invest in, purchase, or take any other action whatsoever with respect to, the Units.

2.5 Information on the Public Securities

The Company is a European company (*Societas Europaea*) and its affairs are governed by the Articles of Association, the applicable Luxembourg law and Council Regulation no 2157/2001 of 8 October 2001 on the Statute for a European company (SE). Pursuant to the Articles of Association, effective at the consummation of the Private Placement, the Company has an authorized capital allowing it to issue 503,853,350 Public Shares and 325,000 Founder Shares.

The Private Placement consists of 20,000,000 Public Shares and 6,666,666 Public Warrants in the form of Units. The following description summarizes certain terms of the securities.

2.5.1 Units

Each Unit has a Unit Price of €10.00 and consists of one Public Share and 1/3 Public Warrant. Each whole Public Warrant entitles the holder thereof to purchase one Public Share at a price of €11.50 per Public Share, subject to adjustment as described in "*2.5.3.1.3 - Anti-Dilution Adjustments*". No fractional Public Warrants will be issued upon separation of the Units and only whole Public Warrants will trade. Accordingly, unless investors purchase a number of Units that is a multiple of three, investors will not receive 1/3 or 2/3 of a Public Warrant, as the case may be, to which they would otherwise be entitled.

The Public Shares and Public Warrants comprising the Units will trade separately from the First Day of Trading.

2.5.2 Shares

2.5.2.1 General

Prior to the date of this Prospectus, the Company had issued 5,325,000 Founder Shares, which were issued at a par value of €0.024 per Founder Share. All Founder Shares are outstanding and are held of record by the Founder, so that the Founder will own approximately 21% of the Company's issued and outstanding Shares after the Private Placement. In the Private Placement, the Company issued 20,000,000 Public Shares from its authorized capital under Luxembourg law. Upon the admission to trading of the Public Shares and Public Warrants (the "**Admission Date**"), 25,325,000 Shares will be outstanding including:

- 20,000,000 Public Shares underlying the Units issued as part of the Private Placement; and
- 5,325,000 Founder Shares held by the Founder.

The Company will place the gross proceeds from the Private Placement and the Additional Founder Subscription into the Escrow Account. Should the Escrow Account be subject to negative interest rates, such negative interest shall be covered by the proceeds from the Additional Founder Subscription up to an amount equal to the Additional Founder Subscription, thus allowing for a redemption of the Public Shares at a price of €10.00 per share. For any excess portion of the Additional Founder Subscription remaining after consummation of the Business Combination and redemption of Public Shares, the Founder may elect to either (i) request repayment of the remaining cash portion of the Additional Founder Subscription by redeeming the corresponding number of Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription or (ii) keep the Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription (in which case the Company may keep the remaining cash portion of the Additional Founder Subscription for discretionary use).

If the Company does not consummate a Business Combination by the Business Combination Deadline, then the amounts held the Escrow Account will be released to OboTech Services KG, which will distribute the amounts to the Company, for distribution to the holders of our Public Shares (after deduction of the unused portion, if any, of the proceeds from the Additional Founder Subscription).

For any matter submitted to a vote of the shareholders, including any vote in connection with the Business Combination, except as required by Luxembourg law, holders of Public Shares and holders of Founder Shares will vote together as a single class, with each share entitling the holder to one vote.

All Public Shares carry full dividend rights from the date of their issuance.

If the Company finds a target and seeks shareholder approval in connection with the Business Combination, the Founder have agreed to vote its Founder Shares in favor of the Business Combination. As a result, in addition to the Founder Shares, the Company would need approx. 29% (or 7,337,501 Public Shares) (assuming all outstanding Shares are voted) to vote in favor of the Business Combination in order to have the Business Combination approved. The Company will provide the Public Shareholders with the opportunity to redeem all or a portion of their Public Shares upon the completion of the Business Combination, regardless of whether they voted for or against the Business Combination, at a per-share price of €10.00, payable in cash, subject to the availability of sufficient amounts on deposit in the Escrow Account and sufficient distributable reserves. The Company expects, barring unforeseeable events, that not only will sufficient amounts be available in the Escrow Account to allow for a redemption of the Public Shares in the amount of the initial investment, but that it will also have sufficient distributable reserves to allow for a redemption of the Public Shares in the full amount of the initial investment until the Business Combination.

The Company will have 24 months from the First Day of Trading to consummate a Business Combination, plus an additional three months if it signs a legally binding agreement with the seller of a target within those initial 24 months. Otherwise, the Company will be put into liquidation. Upon expiry of the Business Combination Deadline, the Company will (i) cease all operations except for those required for the purpose of its winding up, (ii) receive the amounts from the Escrow Account, which will be released to OboTech Services KG, which will then distribute the amounts to the Company, (iii) as promptly as reasonably possible (the Company estimates six weeks after the expiry of the Business Combination Deadline), redeem the Public Shares, at a per-share price,

payable, subject to sufficient distributable reserves, in cash, equal to the aggregate amount on deposit in the Escrow Account at the time of the expiry of the Business Combination Deadline, reduced by the portion of the Additional Founder Subscription, if any, that has not been used to cover negative interest on the Escrow Account, divided by the number of the then outstanding Public Shares, whereby such redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iv) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the Board of Directors, liquidate and dissolve, subject in the case of clauses (iii) and (iv), to the Company's obligations under Luxembourg law to provide for claims of creditors and the requirements of other applicable law. There will be no redemption rights or liquidation distributions with respect to the Public Warrants and Founder Warrants, which will expire worthless, except for any amounts remaining after the redemption of all then outstanding Public Shares, which the Company expects to relate mainly to the following payments: excess portions of (i) the proceeds of the Founder Capital At-Risk, if any, that have not been used to cover the working capital requirements and Listing and Private Placement expenses of the Company and (ii) the Additional Founder Subscription, if any, that has not been used to cover costs for negative interest on the Escrow Account.

In the event of a liquidation, dissolution or winding up of the Company after the Business Combination, the shareholders are entitled to share *pro rata* in all assets remaining available for distribution to them after payment of liabilities.

2.5.2.2 Founder Shares

The Founder Shares are designated as Class B Shares and, except as described below, are identical to the Public Shares included in the Units issued in the Private Placement, and holders of Founder Shares have the same shareholder rights as Public Shareholders, except that (i) the Founder Shares are subject to certain transfer restrictions, as described in more detail below, (ii) prior to the Business Combination and thereafter until the Founder Shares convert into Public Shares in accordance with the Promote Schedule, the Founder Shares will not have any rights to dividends and distributions or any right to participate in liquidation proceeds (prior to the redemption of the Public Shares), (iii) the Founder has entered into agreements with the Company, pursuant to which the Founder has agreed to waive (A) its redemption rights with respect to the Founder Shares in connection with the completion of the Business Combination and (B) its redemption rights with respect to the Founder Shares in connection with a shareholder vote to approve an amendment to the Articles of Association that would affect the substance or timing of the Company's obligation to redeem 100% of the Public Shares if no Business Combination has been consummated within the Business Combination Deadline, and (iv) the Founder Shares will automatically convert into Public Shares in accordance with the Promote Schedule (as defined below). The Founder has agreed to vote the Founder Shares in favor of the Business Combination.

Upon and following the completion of the Business Combination, the Founder Shares shall convert into Public Shares in accordance with the following schedule: (i) 1/2 on the trading day following the consummation of the Business Combination, and (ii) 1/2 if, post consummation of the Business Combination, the closing price of the Public Shares for any 10 trading days within a 30 trading day period exceeds €12.00, on the trading day following such trading period; while, notwithstanding the foregoing, any Founder Shares transferred by private sales or transfers made in connection with the consummation of the Business Combination at prices no greater than the price at which the Founder Shares were originally purchased, will be redeemed in exchange for the issuance of Public Shares upon the consummation of the Business Combination, but will continue to be subject to the Founder Lock-Up (the "**Promote Schedule**"). The Founder Shares will convert in accordance with the Promote Schedule into a number of Public Shares such that the number of Public Shares issuable to the Founder upon conversion of all Founder Shares will be equal to, in the aggregate, on an as-converted basis, 20% of the total number of Public Shares issued and outstanding as a result of the completion of the Private Placement (not taking into account the Founder Shares issued to the Founder as part of the Additional Founder Subscription).

The Founder has committed not to transfer, assign, pledge or sell any of the Founder Shares and Founder Warrants other than to Permitted Transferees (as defined below) in accordance with the Founder Lock-Up (as defined below). From the consummation of the Business Combination, the Public Shares received by the Founder as a result of conversion of its Founder Shares in accordance with the Promote Schedule, as well as the Founder Warrants, will become transferrable if, at any time, the closing price of the Public Shares equals or exceeds €15.00 for any 20 trading days within any 30-trading day period, commencing no earlier than 150 days following the date of the consummation of the Business Combination (the "**Founder Lock-Up**"). Any Permitted Transferees (as defined below) will be subject to the same restrictions as the Founder with respect to any Founder Shares and Founder Warrants.

The foregoing restrictions are not applicable to transfers (a) to the members of the Board of Directors or, in case an advisory board is established at the level of the Company, the members of such advisory board, any affiliates or family members of any members of the Board of Directors, any members or partners of the Founder or its affiliates, any affiliates of the Founder, or any employees of such affiliates; (b) in the case of an individual, by gift to a member of one of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family, an affiliate of such person or to a charitable organization; (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, pursuant to a qualified domestic relations order; (e) by private sales or transfers made in connection with the consummation of a Business Combination at prices no greater than the price at which the Founder Shares and Founder Warrants were originally purchased; (f) in the form of pledges, charges or any other security interest granted to any lenders or other creditors, (g) of Founder Shares and Founder Warrants pursuant to enforcement of any security interest entered into in accordance with (f); (h) by virtue of the Founder's organizational documents upon liquidation or dissolution of the Founder; (i) to the Company for no value for cancellation in connection with the consummation of the Business Combination; (j) in the event of the liquidation of the Company prior to the completion of the Business Combination; or (k) in the event of the completion of a liquidation, merger, share exchange or other similar transaction concerning the Company which results in all of the holders of Public Shares having the right to exchange their Public Shares for cash, securities or other property subsequent to the completion the Business Combination (the "**Permitted Transferees**"); provided, however, that in the case of clauses (a) through (g) these Permitted Transferees must enter into a written agreement agreeing to be bound by these transfer restrictions and the other restrictions included in a certain agreement between the Company and the Founder.

2.5.3 Warrants

2.5.3.1 Public Warrants

The Company has issued 6,666,666 Public Warrants. The Public Warrants will become exercisable 30 days after the consummation of a Business Combination. The Public Warrants will expire five years from the date of consummation of a Business Combination, or earlier upon redemption or liquidation. Except as described in more detail below, holders of Public Warrants may exercise their Public Warrants on a cashless basis unless the Company elects to require exercise against payment in cash of the exercise price.

A holder of Public Warrants may exercise its warrants only for a whole number of Public Shares. No fractional Public Warrants will be issued upon separation of the Units and only whole Public Warrants will trade. Accordingly, unless investors purchase a number of Units that is a multiple of three, investors will not receive 1/3 or 2/3 of a Public Warrant, as the case may be, to which they would otherwise be entitled. The Public Warrants will expire five years from the date of the consummation of the Business Combination, or earlier upon redemption or liquidation.

The terms and conditions of the Public Warrants are available on the Company's website (www.obotechacquisition.com) under the "Investor Relations" section.

2.5.3.1.1 Redemption

Once the Public Warrants become exercisable, the Company may redeem the outstanding Public Warrants in the following two circumstances. We have established the following redemption criteria to permit a redemption call only if there is at the time of the call a significant premium to the Public Warrant exercise price or if we offer the possibility of a Make-Whole Exercise (as defined below).

The price of Public Shares issued upon such exercise may fall below the €18.00 or even the stated €11.50 Public Warrant exercise price after the redemption notice is issued. A decline in the price of the Public Shares will not result in the redemption notice being withdrawn or give rise to the right to withdraw an exercise notice.

2.5.3.1.1.1 Redemption of Public Warrants when the price per Public Share equals or exceeds €18.00

If, and only if, the closing price equals or exceeds €18.00 per Public Share for any 20 out of the 30 consecutive trading days ending three business days prior to the Company sending the redemption notice, the Company may redeem the Public Warrants

- in whole but not in part;
- at a price of €0.01 per Public Warrant; and

- upon a minimum of 30 days' prior written notice of redemption.

If the foregoing conditions are satisfied and we issue a notice of redemption of the Public Warrants, each holder of a Public Warrant will be entitled to exercise their warrant prior to the scheduled redemption date. In such case, the Public Warrants may be exercised on a cashless basis unless we elect to require exercise against payment of the exercise price in cash.

Upon exercise of the Public Warrants on a cashless basis, a Public Warrant holder will receive in aggregate a number of Public Shares equal to the number of Public Warrants validly exercised multiplied by the quotient of (i) the volume-weighted average price of the Public Shares as appearing on Bloomberg screen page HP (setting "Weighted Average Line") or any future successor screen page or setting (such Bloomberg page being, as of the date of this Prospectus, OTA GY Equity HP) of the Public Shares (the "**Share Price**") during a period of 20 consecutive trading days ending on the trading day immediately preceding the date on which the exercise of the Public Warrant is validly received by the Company (except in the event that Public Warrants are exercised following the receipt of a redemption notice by the Company, in which case the period of 20 consecutive trading days shall end on the date immediately preceding the date on which the redemption notice is issued by the Company) (the "**Averaging Period**") minus the exercise price, as it may have been adjusted pursuant to anti-dilution adjustments as described below, (ii) divided by Share Price during the Averaging Period.

Upon exercise of the Public Warrants on a cash basis, by contrast, the holder of a Public Warrant will receive one Public Share against payment in cash of the exercise price, as it may have been adjusted pursuant to anti-dilution adjustments as described below.

2.5.3.1.1.2 Redemption of Public Warrants when the price per Public Share equals or exceeds €10.00 but is below €18.00

If, and only if, the closing price is below €18.00 per Public Share but equals or exceeds €10.00 per Public Share for any 20 out of the 30 consecutive trading days ending three business days prior to the Company sending the redemption notice, the Company may, subject to the availability of sufficient reserves to redeem the Public Warrants on a cashless basis, redeem the Public Warrants

- in whole but not in part;
- at a price of €0.01 per Public Warrant; and
- upon a minimum of 30 days' prior written notice of redemption.

If the foregoing conditions are satisfied and the Company issues a notice of redemption, each Public Warrant holder may exercise its Public Warrants prior to the scheduled redemption date, at such holder's election, in cash or on a cashless basis. The numbers in the table below represent the number of Public Shares that a holder of a Public Warrant will receive in case of a cashless exercise in connection with a redemption by us pursuant to this redemption feature, based on the "fair market value" of the Public Shares on the corresponding redemption date (assuming holders elect to exercise their Public Warrants and such warrants are not redeemed for €0.01 per Public Warrant), determined for these purposes based on the volume weighted average price of the Public Shares during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of Public Warrants, and the number of months that the corresponding redemption date precedes the expiration date of the Public Warrants, each as set forth in the table below. We will provide the holders of Public Warrants with the final fair market value no later than one business day after the 10-trading day period described above ends (the "**Make-Whole Exercise**").

References above to Public Shares shall include a security other than Public Shares into which the Public Shares have been converted or exchanged for in the event we are not the surviving company in the Business Combination. The numbers in the table below will not be adjusted when determining the number of Public Shares to be issued upon exercise of the Public Warrants if we are not the surviving entity following the Business Combination.

The share prices set forth in the column headings of the table below will be adjusted as of any date on which the number of shares issuable upon exercise of a Public Warrant or the exercise price of a Public Warrant is adjusted as set forth under "*2.5.3.1.3 - Anti-Dilution Adjustments*" below. If the number of shares issuable upon exercise of a Public Warrant is adjusted, the adjusted share prices in the column headings will equal the share prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the number of shares deliverable upon exercise of a Public Warrant immediately prior to such adjustment and the denominator of which is the number of shares deliverable upon exercise of a Public Warrant as so adjusted. The number of

shares in the table below shall be adjusted in the same manner and at the same time as the number of shares issuable upon exercise of a Public Warrant. If the exercise price of a Public Warrant is adjusted, (i) in the case of an adjustment pursuant to the fifth paragraph in *2.5.3.1.3 - Anti-Dilution Adjustments* below, the adjusted share prices in the column headings will equal the unadjusted share price multiplied by a fraction, the numerator of which is the higher of the Market Value and the Newly Issued Price (both as defined below) as set forth "*2.5.3.1.3 - Anti-Dilution Adjustments*" and the denominator of which is €10.00 and (ii) in the case of an adjustment pursuant to the second paragraph in "*2.5.3.1.3 - Anti-Dilution Adjustments*" below, the adjusted share prices in the column headings will equal the unadjusted share price less the decrease in the exercise price of a warrant pursuant to such exercise price adjustment.

Fair Market Value of Public Shares									
Redemption Date (period to expiration of Public Warrants)	≤ €10.00	€11.00	€12.00	€13.00	€14.00	€15.00	€16.00	€17.00	≥ €18.00
60 months	0.261	0.281	0.297	0.311	0.324	0.337	0.348	0.358	0.361
57 months	0.257	0.277	0.294	0.310	0.324	0.337	0.348	0.358	0.361
54 months	0.252	0.272	0.291	0.307	0.322	0.335	0.347	0.357	0.361
51 months	0.246	0.268	0.287	0.304	0.320	0.333	0.346	0.357	0.361
48 months	0.241	0.263	0.283	0.301	0.317	0.332	0.344	0.356	0.361
45 months	0.235	0.258	0.279	0.298	0.315	0.330	0.343	0.356	0.361
42 months	0.228	0.252	0.274	0.294	0.312	0.328	0.342	0.355	0.361
39 months	0.221	0.246	0.269	0.290	0.309	0.325	0.340	0.354	0.361
36 months	0.213	0.239	0.263	0.285	0.305	0.323	0.339	0.353	0.361
33 months	0.205	0.232	0.257	0.280	0.301	0.320	0.337	0.352	0.361
30 months	0.196	0.224	0.250	0.274	0.297	0.316	0.335	0.351	0.361
27 months	0.185	0.214	0.242	0.268	0.291	0.313	0.332	0.350	0.361
24 months	0.173	0.204	0.233	0.260	0.285	0.308	0.329	0.348	0.361
21 months	0.161	0.193	0.223	0.252	0.279	0.304	0.326	0.347	0.361
18 months	0.146	0.179	0.211	0.242	0.271	0.298	0.322	0.345	0.361
15 months	0.130	0.164	0.197	0.230	0.262	0.291	0.317	0.342	0.361
12 months	0.111	0.146	0.181	0.216	0.250	0.282	0.312	0.339	0.361
9 months	0.090	0.125	0.162	0.199	0.237	0.272	0.305	0.336	0.361
6 months	0.065	0.099	0.137	0.178	0.219	0.259	0.296	0.331	0.361
3 months	0.034	0.065	0.104	0.150	0.197	0.243	0.286	0.326	0.361
0 months	--	--	0.042	0.115	0.179	0.233	0.281	0.323	0.361

The exact fair market value and redemption date may not be set forth in the table above, in which case, if the fair market value is between two values in the table or the redemption date is between two redemption dates in

the table, the number of Public Shares to be issued for each Public Warrant exercised will be determined by a straight-line interpolation between the number of shares set forth for the higher and lower fair market values and the earlier and later redemption dates, as applicable, based on a 365 or 366-day year, as applicable. For example, if the volume weighted average price of the Public Shares during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of the Public Warrants is €11.00 per share, and at such time there are 57 months until the expiration of the Public Warrants, holders may choose to, in connection with this redemption feature, exercise their Public Warrants for 0.277 Public Shares for each whole Public Warrant. For an example, where the exact fair market value and redemption date are not as set forth in the table above, if the volume weighted average price of Public Shares during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of the Public Warrants is €13.50 per share, and at such time there are 38 months until the expiration of the Public Warrant, holders may choose to, in connection with this redemption feature, exercise their Public Warrants for 0.298 Public Shares for each whole Public Warrant. In no event will the Public Warrants be exercisable on a cashless basis in connection with this redemption feature for more than 0.361 Public Shares per Public Warrant (subject to adjustment). Finally, as reflected in the table above, if the Public Warrants are out of the money and about to expire, they cannot be exercised on a cashless basis in connection with a redemption by us pursuant to this redemption feature, since they will not be exercisable for any Public Shares.

The redemption features are structured to allow for all of the outstanding Public Warrants to be redeemed when the Public Shares are trading at or above €10.00 per Public Share, which may be at a time when the trading price of the Public Shares is below the exercise price of the Public Warrants. We have established this redemption feature to provide the Company with the flexibility to redeem the Public Warrants without the warrants having to reach the €18.00 per share threshold. Holders choosing to exercise their Public Warrants in connection with a redemption pursuant to this feature will, in effect, receive a number of Public Shares for their Public Warrants based on an option pricing model with a fixed volatility input as of the date of this Prospectus. This redemption right provides the Company with an additional mechanism by which to redeem all of the outstanding Public Warrants, and therefore have certainty as to our capital structure as the Public Warrants would no longer be outstanding and would have been exercised or redeemed. We will be required to pay the applicable redemption price to holders of Public Warrants if we choose to exercise this redemption right and it will allow the Company to quickly proceed with a redemption of the Public Warrants if it determines it is in the Company's best interest to do so. As such, the Company would redeem the Public Warrants in this manner when it believes it is in the Company's best interest to update the capital structure to remove the Public Warrants and pay the redemption price to the holders of Public Warrants.

As stated above, the Company can redeem the Public Warrants when the Public Shares are trading at a price starting at €10.00, which is below the exercise price of €11.50, because it will allow the Company to adjust its capital structure and cash position after the completion of the Business Combination while providing holders of Public Warrants with the opportunity to exercise their Public Warrants on a cashless basis for the applicable number of shares. If the Company chooses to redeem the Public Warrants when the Public Shares are trading at a price below the exercise price of the Public Warrants, this could result in the holders of Public Warrants receiving fewer Public Shares than they would have received if they had had the ability to wait to exercise their Public Warrants for Public Shares if and when such Public Shares were trading at a price higher than the exercise price of €11.50.

No fractional Public Shares will be issued upon exercise. If, upon exercise, a holder of a Public Warrant would be entitled to receive a fractional interest in a Public Share, we will round down to the nearest whole number of the number of Public Shares to be issued to the holder. If, at the time of redemption, the Public Warrants are exercisable for a security other than the Public Shares (for instance, if the Company is not the surviving company in the Business Combination), the Public Warrants may be exercised for such security. At such time as the Public Warrants become exercisable for a security other than the Public Shares, the Company (or surviving company) will use its commercially reasonable efforts to list the security issuable upon the exercise of the Public Warrants.

2.5.3.1.2 Settlement

The Public Warrants will be issued in bearer form. Holders of book-entry interests in the Public Warrants may exercise their Public Warrants through the relevant participant in Clearstream, Clearstream Banking and Euroclear Bank through which they hold the book-entry interests, following applicable procedures for exercise and payment. Upon issuance, the Public Shares will be credited to the accounts specified by the exercising holder.

If the holder of the Public Warrants has a right to elect either a cashless exercise of the Public Warrants or an exercise against payment in cash of the exercise price, such holder has to elect in which form to exercise the Public Warrants in the exercise form. In case of an exercise against payment in cash of the exercise price, such holder has to pay the exercise price, as it may have been adjusted pursuant to anti-dilution adjustments (as described in detail below). In case the Company elects to require exercise against payment in cash of the exercise price, the Company will inform the holder of the Public Warrants within three business days after receipt of the exercise form accordingly (unless the Company already exercised its right to elect to require exercise against payment in cash of the exercise price in its redemption notice).

The holders of the Public Warrants do not have the rights or privileges of holders of Public Shares and any voting rights until they exercise the Public Warrants and receive Public Shares. After the issuance of Public Shares upon exercise of the Public Warrants, each holder will be entitled to one vote for each Share held in the general shareholders' meeting of the Company.

No fractional Public Shares will be issued upon exercise of the Public Warrants. If, upon exercise of the Public Warrants, a holder would be entitled to receive a fractional interest in a Public Share, we will, upon exercise, round down to the nearest whole number the number of Public Shares to be issued to the holder of Public Warrants.

2.5.3.1.3 Anti-Dilution Adjustments

If the number of outstanding Public Shares is increased by a share dividend payable in Public Shares, or by a split-up of Public Shares or other similar event, then, on the effective date of such share dividend, split-up or similar event, the number of Public Shares issuable on exercise of each Public Warrant will be increased in proportion to such increase in the outstanding Public Shares. A rights offering to holders of Public Shares entitling holders to purchase Public Shares at a price less than the historical fair market value will be deemed a share dividend of a number of Public Shares equal to the product of (i) the number of Public Shares actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for Public Shares) and (ii) one minus the quotient of (x) the price per Public Share paid in such rights offering and (y) the historical fair market value. For these purposes, (i) if the rights offering is for securities convertible into or exercisable for Public Shares, in determining the price payable for Public Shares, there will be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) historical fair market value means the volume weighted average price of Public Shares as reported during the ten (10) trading day period ending on the trading day prior to the first date on which the Public Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights.

In addition, if we, at any time while the Public Warrants are outstanding and unexpired, pay a dividend to the holders of Public Shares or make a distribution in cash, securities or other assets to the holders on account of such Public Shares (or other securities into which the Public Warrants are convertible), other than (a) as described above, (b) any cash dividends or cash distributions which, when combined on a per share basis with all other cash dividends and cash distributions paid on the Public Shares during the fiscal year preceding the date of declaration of such dividend or distribution does not exceed €0.50 (as adjusted to appropriately reflect any other adjustments and excluding cash dividends or cash distributions that resulted in an adjustment to the exercise price or to the number of Public Shares issuable on exercise of each Public Warrant), but only with respect to the amount of the aggregate cash dividends or cash distributions equal to or less than €0.50 per share, (c) to satisfy the redemption rights of the holders of Public Shares in connection with the Business Combination, (d) to satisfy the redemption rights of the holders of Public Shares in connection with a shareholder vote to amend the Articles of Association (A) to modify the substance or timing of our obligation to redeem 100% of our Public Shares if we do not complete the Business Combination within the Business Combination Deadline or (B) with respect to any other provisions relating to the rights of holders of the Public Shares, or (e) in connection with the redemption of the Public Shares upon our failure to complete the Business Combination, then the Public Warrant exercise price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each Public Share in respect of such event.

If the number of outstanding Public Shares is decreased by a consolidation, combination, reverse share split or reclassification of Public Shares or other similar event, then, on the effective date of such consolidation, combination, reverse share split, reclassification or similar event, the number of Public Shares issuable on exercise of each Public Warrant will be decreased in proportion to such decrease in outstanding Public Shares.

Whenever the number of Public Shares purchasable upon the exercise of the Public Warrants is adjusted, as described above, the Public Warrant exercise price will be adjusted by multiplying the Public Warrant exercise price immediately prior to such adjustment by a fraction (x) the numerator of which will be the number of Public Shares purchasable upon the exercise of the Public Warrants immediately prior to such adjustment and (y) the denominator of which will be the number of Public Shares so purchasable immediately thereafter.

In addition, if (x) we issue additional Public Shares or equity-linked securities for capital raising purposes in connection with the closing of the Business Combination at an issue price or effective issue price of less than €9.20 per Public Share (with such issue price or effective issue price to be determined in good faith by us and, in the case of any such issuance to our Founder or its affiliates, without taking into account any Founder Shares held by the Founder or such affiliates, as applicable, prior to such issuance (the "**Newly Issued Price**"), (y) the aggregate gross proceeds from such issuances represent more than 60% of the total equity proceeds, and interest thereon, available for the funding of the Business Combination on the date of the consummation of the Business Combination (net of redemptions), and (z) the volume weighted average price of Public Shares during the 20 trading day period starting on the trading day prior to the day on which we consummate the Business Combination (the "**Market Value**") is below €9.20 per share, (i) the exercise price of the Public Warrants will be adjusted (to the nearest cent) to be equal to 115% of the higher of the Newly Issued Price or the Market Value, (ii) the €18.00 per share redemption trigger price described above under "*2.5.3.1.1.1 - Redemption of Public Warrants when the price per Public Share equals or exceeds €18.00*" and "*2.5.3.1.1.2 - Redemption of Public Warrants when the price per Public Share equals or exceeds €10.00 but is below €18.00*" will be adjusted (to the nearest cent) to be equal to 180% of the higher of the Market Value and the Newly Issued Price, and (iii) the €10.00 per share redemption trigger price described above under "*2.5.3.1.1.2 - Redemption of Public Warrants when the price per Public Share equals or exceeds €10.00 but is below €18.00*" will be adjusted (to the nearest cent) to be equal to the higher of the Market Value and the Newly Issued Price.

In case of any reclassification or reorganization of the outstanding Public Shares (other than those described above or that solely affects the par value of such Public Shares), or in the case of any merger or consolidation of the Company with or into another corporation (other than a consolidation or merger in which we are the continuing corporation and that does not result in any reclassification or reorganization of our outstanding Public Shares), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which we are dissolved, the holders of the Public Warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Public Warrants and in lieu of the Public Shares immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of Public Shares or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Public Warrants would have received if such holder had exercised their Public Warrants immediately prior to such event. If less than 70% of the consideration receivable by the holders of Public Shares in such a transaction is payable in the form of Public Shares in the successor entity that is listed for trading on a national securities exchange or is quoted in an established over-the-counter market, or is to be so listed for trading or quoted immediately following such event, and if the holder of the Public Warrant properly exercises the Public Warrant within 30 days following public disclosure of such transaction, the Public Warrant exercise price will be reduced as specified in the terms and conditions of the Public Warrants based on the per share consideration minus the Black-Scholes Warrant Value (terms and conditions of the Public Warrants) of the Public Warrant. The purpose of such exercise price reduction is to provide additional value to holders of the Public Warrants when an extraordinary transaction occurs during the exercise period of the Public Warrants pursuant to which the holders of the Public Warrants otherwise do not receive the full potential value of the Public Warrants.

2.5.3.2 *Founder Warrants*

The Founder has subscribed for an aggregate of 4,733,333 Founder Warrants (€7,100,000 in the aggregate) in a separate private placement that occurred immediately prior to the date of this Prospectus (the "**Founder Capital At-Risk**"). The Founder has used its option right under a loan agreement entered into between the Founder and the Company in March 2021 at the time of the incorporation of the Company in order to finance the Company's working capital requirements until the Private Placement (the "**Shareholder Loan**") to set off the amount due (€30,504) under the Loan Agreement against part of the aggregate subscription price for these Founder Warrants. The Shareholder Loan was terminated immediately prior to the date of this Prospectus.

The Founder Capital At-Risk will be used to finance the Company's ongoing working capital requirements and Private Placement and Listing expenses as well as the remuneration of the non-executive members of the

Board of Directors in the amount of €10,000 per annum and due diligence costs in connection with the Business Combination, except for the Deferred Listing Commission, that will, if and when due and payable, be paid from the Escrow Account.

In addition, the Founder subscribed to 325,000 Founder Shares and 108,333 Founder Warrants under the Additional Founder Subscription. The proceeds of the Additional Founder Subscription will be used to cover the negative interest, if any, paid on the proceeds held in the Escrow Account up to an amount equal to the Additional Founder Subscription to allow, in case of a liquidation of the Company after expiry of the Business Combination Deadline or in case of redemptions of Public Shares in the context of a Business Combination, for a redemption at €10.00 per Public Share. For any excess portion of the Additional Founder Subscription remaining after consummation of the Business Combination and redemption of Public Shares, the Founder may elect to either (i) request repayment of the remaining cash portion of the Additional Founder Subscription by redeeming the corresponding number of Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription or (ii) keep the Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription (in which case the Company may keep the remaining cash portion of the Additional Founder Subscription for discretionary use).

The Founder Warrants will not be transferable, assignable or saleable (except pursuant to Permitted Transferees) until the consummation of the Business Combination. From the consummation of the Business Combination, the Founder Warrants are subject to the same Founder Lock-Up as the Founder Shares and any Public Shares held by the Founder due to the conversion of Founder Warrants.

The Founder Warrants will not be redeemable so long as they are held by the Founder or its Permitted Transferees, it being specified that if some or all of Founder Warrants are held by other holders than the Founder or its Permitted Transferees, such Founder Warrants will be redeemable by the Company under the same terms and conditions as those governing the redemption of Public Warrants. The Founder, or Permitted Transferees, always have the option to exercise the Founder Warrants on a cashless basis (subject to the availability of sufficient reserves of the Company or if the Founder pays the par value for each Public Share to be received under such cashless exercise in cash). Otherwise, and except for that, the Founder Warrants have terms and provisions that are identical to the Public Warrants that were sold as part of the Units in the Private Placement. If the Founder Warrants are held by holders other than the Founder or Permitted Transferees, the Founder Warrants will be redeemable and exercisable by the holders on the same basis as the Public Warrants included in the Units issued in the Private Placement.

The Founder Warrants will become exercisable 30 days after the consummation of the Business Combination. The Founder Warrants will expire five years from the date of consummation of the Business Combination, or earlier upon redemption or liquidation. No fractional Public Shares will be issued. If the holder of Founder Warrants elects to exercise the Founder Warrants on a cashless basis, the holder of the Founder Warrants will receive in aggregate a number of Public Shares that is equal to the number of Founder Warrants being exercised multiplied with (i) the Share Price during the period of 20 consecutive trading days ending on the trading day immediately preceding the date on which the conversion exercise request is validly received, minus the exercise price of the Founder Warrants and (ii) divided by the Share Price during the period of 20 consecutive trading days ending on the trading day immediately preceding the date on which the conversion exercise request is validly received.

The reason that the Company has agreed that the Founder Warrants may be exercisable on a cashless basis so long as they are held by the Founder or Permitted Transferees is because it is not known at this time whether they will be affiliated with the Company following the Business Combination. If they remain affiliated with the Company, their ability to sell the Company's securities in the open market will be significantly limited. The Company expects to have policies in place that prohibit insiders from selling the Company's securities except during specific periods of time. Even during such periods of time when insiders will be permitted to sell the Company's securities, an insider cannot trade in the Company's securities if he or she is in possession of material non-public information. Accordingly, unlike Public Shareholders who could exercise their Public Warrants and sell the Public Shares received upon such exercise freely in the open market in order to recoup the cost of such exercise, the insiders could be significantly restricted from selling such securities. As a result, the Company believes that allowing the holders to exercise such Founder Warrants on a cashless basis is appropriate.

2.5.4 ISIN/WKN/Common Code/Stock Symbol

The ISIN, WKN, common code and stock symbol for the Public Shares are:

International Securities Identification Number (ISIN)	LU2334363566
German Securities Identification Number (*Wertpapierkennnummer* (*WKN*))	A3CM9E
Common Code	233436356
Stock Symbol	OTA

The ISIN, WKN, common code and stock symbol for the Public Warrants are:

International Securities Identification Number (ISIN)	LU2334364374
German Securities Identification Number (*Wertpapierkennnummer* (*WKN*))	A3GRTH
Common Code	233436437
Stock Symbol	OTAW

2.5.5 Share Capital of the Company

The Company's share capital has been raised from the initial share capital of €120,000 to €607,800 as of the date of this Prospectus by a resolution of the Board of Directors on April 30, 2021. The share capital is represented by 20,000,000 Public Shares and 5,325,000 Founder Shares at a par value of €0.024 each.

The share capital will be fully paid up.

2.5.6 Form, Certification of the Public Shares and Public Warrants and Currency of the Securities Issue

As of the date of this Prospectus, the share capital of the Company amounts to €607,800 and is divided into 20,000,000 Public Shares and 5,325,000 Founder Shares with a par value of €0.024 each. The Public Shares are in dematerialized form deposited with LuxCSD. The Public Warrants are in global permanent form represented by one global bearer certificate deposited with a Common Depositary for Euroclear Bank and Clearstream Banking.

The Company's shares are denominated in Euro.

2.5.7 Voting Rights, Dividend and Liquidation Rights

All Public Shares are entitled to one vote in the general shareholders' meeting. For all matters submitted to a vote of the shareholders, including any vote in connection with the Business Combination, except as required by Luxembourg law, holders of Founder Shares and holders of Public Shares will vote together as a single class, with each share entitling the holder to one vote.

All Public Shares carry full dividend rights from the date of their issuance. Prior to the Business Combination and thereafter until the Founder Shares convert into Public Shares in accordance with the Promote Schedule, the Founder Shares will not have any rights to dividends and distributions and will not participate in any liquidation proceeds, except as described below. Only once the Founder Shares are converted into Public Shares will they carry full dividend rights that will allow them to participate in not previously distributed dividends.

The Company will have 24 months from the First Day of Trading to consummate a Business Combination, plus an additional three months if it signs a legally binding agreement with the seller of a target within those initial 24 months. Otherwise, the Company will be put into liquidation. Upon expiry of the Business Combination Deadline, the Company will (i) cease all operations except for those required for the purpose of its winding up, (ii) receive the amounts from the Escrow Account, which will be released to OboTech Services KG, which will then distribute the amounts to the Company, (iii) as promptly as reasonably possible (the Company estimates six weeks after the expiry of the Business Combination Deadline), redeem the Public Shares, at a per-share price, payable, subject to sufficient distributable reserves, in cash, equal to the aggregate amount on deposit in the Escrow Account at the time of the expiry of the Business Combination Deadline, reduced by any portion of the Additional Founder Subscription, if any, that has not been used to cover negative interest on the Escrow Account, divided by the number of the then outstanding Public Shares, whereby such redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iv) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the Board of Directors, liquidate and dissolve, subject in the case of clauses (iii) and (iv), to the Company's obligations under Luxembourg law to provide for claims of creditors and the requirements of other applicable law.

There will be no redemption rights or liquidation distributions with respect to the Public Warrants and Founder Warrants, which will expire worthless, except for any amounts remaining after the redemption of all then outstanding Public Shares, which the Company expects to relate mainly to the following payments: excess portions of (i) the proceeds of the Founder Capital At-Risk, if any, that have not been used to cover the working capital requirements and Listing and Private Placement expenses as well as the remuneration of the non-executive members of the Board of Directors in the amount of €10,000 per annum and due diligence costs of the Company, and (ii) the Additional Founder Subscription, if any, that have not been used to cover costs for negative interest on the Escrow Account.

2.6 Information on the Escrow Account

The Company will transfer all of the gross proceeds from the Private Placement into the Escrow Account with Berenberg opened and held by OboTech Services KG.

2.6.1 Funds in Escrow Account primarily to be used for the Redemption of Public Shares

In case of the consummation of the Business Combination, the amounts held on deposit in the Escrow Account will first be used to redeem the Public Shares for which a redemption right was validly exercised. In particular, no fees or expenses may be paid from the Escrow Account that could limit the funds available for the redemption of Public Shares. As such, the amounts held in the Escrow Account will be paid out in the following order of priority:

- first, to redeem the Public Shares for which a redemption right was validly exercised;
- second, in relation to any Public Share for which a Public Shareholder has validly exercised a redemption right, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income;
- third, to pay the Deferred Listing Commission; and
- fourth, payment of any remainder of any amount in the Escrow Account to the Company for use in paying the cash portion, if any, of the consideration due for the Business Combination and to cover future liquidity requirements of the target acquired in the Business Combination.

Also in case of a liquidation of the Company following the expiry of the Business Combination Deadline, the holders of Public Shares will have access to the funds in the Escrow Account prior to any potential other distributions and payments in connection with the liquidation of the Company. The Company may only deduct the unused portion, if any, of the proceeds from the Additional Founder Subscription not required to cover the effects of negative interest rates on the Escrow Account. As such, the Company will use the amounts held in the Escrow Account in the following order:

- first, to redeem all Public Shares;
- second, in relation to each Public Share, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income; and
- third, the payment of any remainder of any amount in the Escrow Account to the Company.

Upon full distribution of the amounts in the Escrow Account as described above, Berenberg shall close the Escrow Account and the Escrow Agreement (as defined below) shall terminate automatically and cease to have any effect (other than in relation to accrued liabilities thereunder which shall survive such termination).

2.6.2 Protection of Funds in Escrow Account

OboTech Services KG has entered into an Escrow Agreement with Berenberg (the "**Escrow Agreement**"), pursuant to which OboTech Services KG will establish a segregated Escrow Account at Berenberg for (i) the gross

proceeds from the Private Placement, (ii) the gross proceeds from the Additional Founder Subscription, (iii) the interest earned on the gross proceeds, if any, and (iv) the Manager's Deferred Listing Commission. The Escrow Agreement is a German law governed contract with protective effect in favor of the Company and the Public Shareholders as well as, with respect to the Deferred Listing Commission, the Manager (*Vertrag mit Schutzwirkung zugunsten Dritter*).

In its function as escrow agent, Berenberg will hold the Escrow Account. Berenberg will only release the funds from the Escrow Account (i) in case of a consummation of the Business Combination (first to redeem Public Shares for which a redemption right was validly exercised, second to pay any pro-rata interest or other income earned on such funds to such Public Shareholders, and only after such redemption to pay other costs in connection with the Business Combination), (ii) in case no Business Combination has been consummated by the Business Combination Deadline (first to redeem all Public Shares, second to pay any pro-rata interest or other income earned on such funds to each Public Shareholder and only after such payment the remainder to the Company), and (iii) to pay income tax on interest earned, if any, on the Escrow Account or to pay any remaining interest earned to the Company. In no other event is Berenberg permitted to release or to effect the release of funds from the Escrow Account, except in case legally required pursuant to a final or immediately enforceable judgment or other order of a competent court.

To further protect the funds in the Escrow Account from third party claims, the Company seeks to have all vendors, service providers, prospective target businesses and other entities with which it does business (other than the independent auditor and the Manager), execute agreements with the Company waiving any right, title, interest or claim of any kind in or to any monies held in the Escrow Account for the benefit of the public shareholders (see also "*1.1.6 - If we liquidate before concluding a Business Combination, our Public Shareholders may receive less than €10.00 per Public Share on distribution of Escrow Account funds.*").

Such agreements were executed, *inter alia*, with the Company's legal advisors in Germany and Luxembourg, insurance broker, corporate services provider, bank account provider as well as communications and cloud service provider. Each such agreement contains the same provision that, first, the respective contractual party understands that the proceeds from the Private Placement will be transferred to the Escrow Account for the benefit of the Public Shareholders and, second, the respective contractual party does not have any right, title, interest or claim of any kind in or any monies of the Escrow Account and waives any claim it may have now or in the future as a result of, or arising out of, any other agreement with the Company or OboTech Services KG and will not seek recourse against the Escrow Account.

Also in further agreements to be concluded after the date of this Prospectus, the Company will seek to have all vendors, service providers, prospective target businesses and other entities with which we do business (other than the independent auditor and the Manager), execute agreements waiving any right, title, interest or claim of any kind in or to any monies held in the Escrow Account for the benefit of our Public Shareholders (see also "*1.1.6 - If we liquidate before concluding a Business Combination, our Public Shareholders may receive less than €10.00 per Public Share on distribution of Escrow Account funds.*").

2.6.3 Protection Against Effects of Negative Interest Rates

In addition to the entirety of the proceeds from the Private Placement, the Company will also transfer a total of €3,250,000 from the proceeds of the Additional Founder Subscription to the Escrow Account. This sum is intended to cover effects of negative interest rates on the Escrow Account. The Company has estimated the required amount to cover any effects of negative interest rates on the Escrow Account in consultation with the Manager and has further added an additional buffer (see also "*1.1.10 - Before the Company uses the proceeds of the Private Placement in connection with the Business Combination, it will likely be exposed to negative interest rates and risks common to investing in marketable securities.*").

For any excess portion of the Additional Founder Subscription remaining after consummation of the Business Combination and the redemption of Public Shares, the Founder may elect to either (i) request repayment of the remaining cash portion of the Additional Founder Subscription by redeeming the corresponding number of Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription or (ii) keep the Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription (in which case the Company may keep the remaining cash portion of the Additional Founder Subscription for discretionary use).

2.6.4 Sufficient Distributable Reserves

The Company expects, barring unforeseeable events, that not only will sufficient amounts be available in the Escrow Account to allow for a redemption of the Public Shares in the amount of the initial investment, but that it will also have sufficient distributable reserves to allow for a redemption of the Public Shares in the full amount of the initial investment until the Business Combination or its liquidation in case of no Business Combination. However, under Luxembourg law, distributions such as the redemption of shares are limited to the availability of sufficient distributable reserves and the Company cannot entirely exclude that the amount of distributable reserves may be impaired, *e.g*., by non-contractual claims against the Company (see also "*1.1.6 - If we liquidate before concluding a Business Combination, our Public Shareholders may receive less than €10.00 per Public Share on distribution of Escrow Account funds.*").

2.7 Information on the Founder and Members of the Board of Directors

Neither the Founder nor its affiliates subscribed in the Private Placement or acquired any Units issued in the Private Placement. The Company's existing shareholder, *i.e*., the Founder, holds approximately 21% of the Company's total share capital. For further information on the Company's existing shareholders, see "*10.1 Current Share Capital; Shares*".

Furthermore, none of the members of the Board of Directors or their respective affiliates subscribed in the Private Placement or acquired any Units issued in the Private Placement.

2.8 Admission to the Frankfurt Stock Exchange and Commencement of Trading

The Company has applied for the admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard) on April 14, 2021. The approval (admission decision) for the Public Shares is expected to be granted by the Frankfurt Stock Exchange on May 3, 2021. Trading in the Public Shares on the Frankfurt Stock Exchange is expected to commence on May 4, 2021.

2.9 Designated Paying Agent, Listing Agent, Warrant Agent, Subscription Agent, Settlement Agent and Designated Sponsor

Banque Internationale à Luxembourg S.A. will act as Luxembourg paying agent in respect of the Public Shares.

Banque Internationale à Luxembourg S.A. will also act as warrant agent (the "**Warrant Agent**") in respect of the Public Warrants. The address of the Warrant Agent is 69, Route d'Esch, L-2953 Luxembourg, Grand Duchy of Luxembourg.

J.P. Morgan AG will act as listing agent (the "**Listing Agent**") in respect of the listing of the Public Shares on the Frankfurt Stock Exchange. The address of the Listing Agent is TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany.

J.P. Morgan AG will also act as designated sponsor for the Public Shares traded on the Frankfurt Stock Exchange. The address of the designated sponsor is TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany.

J.P. Morgan AG will act as subscription agent and settlement agent for the Public Shares. The address of the subscription agent and settlement agent is TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany.

2.10 Cost of Private Placement and Listing

The Company will pay the Manager an aggregate fee of 2.0% of the gross proceeds from the Private Placement. This fee will be paid from the proceeds of the sale of the Founder Warrants to the Founder.

In case of a Business Combination and after sufficient amounts have been dedicated to be used to redeem all Public Shares for which a redemption right was validly exercised, the Company will pay the Manager an aggregate fee of 3.0% of the gross proceeds from the Private Placement (Deferred Listing Commission). The Deferred Listing Commission will be released to the Manager from the Escrow Account if and when a Business Combination will be completed.

The per Public Share amount the Company will distribute to Public Shareholders who validly redeem their Public Shares will not be reduced by the Deferred Listing Commission the Company will pay to the Manager.

We estimate that the Company's portion of the total expenses of the Private Placement and Listing payable by the Company will be €5,550,000 (excluding the Deferred Listing Commission). These expenses will be paid from the proceeds of the sale of the Founder Warrants to the Founder.

2.11 Forward-Looking Statements

This Prospectus contains forward-looking statements. A forward-looking statement is any statement that does not relate to historical facts or events or to facts or events as of the date of this Prospectus. This applies, in particular, to statements in this Prospectus containing information on our future earnings capacity, plans and expectations regarding our business and the general economic conditions to which we are exposed. Statements made using words such as "predicts", "forecasts", "projects", "plans", "intends", "endeavors", "expects" or "targets" indicate forward-looking statements.

The forward-looking statements contained in this Prospectus are subject to opportunities, risks and uncertainties, as they relate to future events, and are based on estimates and assessments made to the best of the Company's present knowledge. These forward-looking statements are based on assumptions, uncertainties and other factors, the occurrence or non-occurrence of which could cause our actual results, including our financial condition and profitability, to differ materially from those expressed or implied in the forward-looking statements. These expressions can be found in various sections of this Prospectus, including wherever information is contained in this Prospectus regarding our plans, intentions, beliefs, or current expectations relating to our future financial condition and results of operations, plans, liquidity, business prospects, growth, strategy and profitability, investments and capital expenditure requirements, future growth in demand for our products as well as the economic and regulatory environment to which we are subject.

Future events mentioned in this Prospectus may not occur. Actual results, performance or events may turn out to be better or worse compared to the results, performance and events described in the forward-looking statements, in particular due to:

- changes in general economic conditions, including changes to the economic growth rate, political changes, changes in the unemployment rate, the level of consumer prices and wage levels;
- fluctuations in interest and currency exchange rates;
- changes in the competitive environment and in the level of competition;
- our ability to comply with applicable laws and regulations, in particular if such laws and regulations change, are abolished and/or new laws and regulations are introduced;
- our ability to maintain and enhance our reputation;
- the occurrence of accidents, natural disasters, fires, environmental damages or systemic delivery failures; and
- our ability to attract and retain qualified personnel.

Each of the factors listed above may be affected by the COVID-19 pandemic currently affecting virtually all EEA Member States as well as the United Kingdom and Switzerland, the global community and the global economy.

Moreover, it should be noted that all forward-looking statements only speak as of the date of this Prospectus and that neither the Company nor any of the Manager assume any obligation, except as required by law, to update any forward-looking statement or to conform any such statement to actual events or developments.

The section "*1. Risk Factors*" contains a detailed description of various risks applicable to our business, our management and potential conflicts of interest, our regulatory, legal and tax environment and the placement and the other factors that could adversely affect the actual outcome of the matters described in the Company's forward-looking statements.

2.12 Documents available for Inspection

For the period during which this Prospectus is valid, copies of the following documents are available for inspection during regular business hours at the Company's registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Luxembourg:

- the up to date memorandum and the Articles of Association;
- the Escrow Agreement; and
- the financial statements.

For a period of ten years commencing on the date of this Prospectus, the abovementioned documents will also be available on the Company's website at www.obotechacquisition.com and at the Company's offices at 9, rue de Bitbourg, L-1273 Luxembourg, Luxembourg. In accordance with the Luxembourg law of August 10, 1915 on commercial companies, as amended (the "**Luxembourg Company Law**"), the annual financial accounts are also filed with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés de Luxembourg*) and published in the Luxembourg Official Gazette (*Recueil Électronique des Sociétés et Associations,* "**RESA**").

The Company's future annual and interim reports will be available on the Company's website (www.obotechacquisition.com) and may be inspected at the Company's registered office.

This Prospectus contains certain references to websites. The information on these websites does not form part of the Prospectus and has not been scrutinized or approved by the CSSF in its capacity as competent authority for the approval of publication of the Prospectus.

3. EARNINGS AND DIVIDENDS PER SHARE, DIVIDEND POLICY

3.1 General rules on Allocation of Profits and Dividend Payments

At the end of each financial year, the accounts are closed and the Board of Directors draws up an inventory of the Company's assets and liabilities, the consolidated statement of financial position and the consolidated statement of comprehensive income in accordance with the law. Of the annual net profits of the Company, 5% at least shall be allocated to the legal reserve. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of such reserve amounts to 10% of the share capital of the Company. Sums contributed to a reserve of the Company may also be allocated to the legal reserve. In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed 10% of the share capital.

Upon recommendation of the Board of Directors, the general shareholders' meeting shall determine how the remainder of the Company's profits shall be used in accordance with the law and the Articles of Association.

The payment of the dividends to a depositary operating principally with a settlement organization in relation to transactions on securities, dividends, interest, matured capital or other matured monies of securities or of other financial instruments being handled through the system of such depositary discharges the Company. Said depositary shall distribute these funds to his depositors according to the amount of securities or other financial instruments recorded in their name. Dividends which have not been claimed within five (5) years after the date on which they became due and payable revert back to the Company.

Pursuant to Article 31 of the Articles of Association, the Board of Directors may proceed with the payment of interim dividends subject to the provisions of the law. Any share premium, assimilated premium or other distributable reserve may be freely distributed to the shareholders subject to the provisions of the law and the Articles of Association.

The Company does not have any dividend restrictions and special procedures for non-resident holders.

Details concerning any dividends resolved by the general shareholders' meeting will be published on the Company's website under www.obotechacquisition.com.

3.2 Dividend Policy

The Company has not paid any dividends on the Shares since its incorporation and does not intend to pay any dividends prior to the consummation of the Business Combination.

After the Company consummates the Business Combination, the dividend policy may change. The payment of dividends will depend on the Company's revenues and earnings, if any, the Company's capital requirements and general financial condition and whether the Company will be solvent immediately after payment of any dividend. The payment of dividends after the Business Combination will be subject to the availability of distributable profits, premium or reserves, and will be subject to the approval of our general shareholders' meeting in accordance with applicable Luxembourg law. However, no dividend policy is in place for the period following the consummation of the business combination.

The tax legislation of the shareholder's member states and/or other relevant jurisdictions and of the Company's country of incorporation may have an impact on the income received from the Public Shares. See the sections "*13 - Taxation in the Grand Duchy of Luxembourg*", "*14 - Taxation in the Federal Republic of Germany*" and "*15 - United States Federal Income Taxation*" for an overview of the material tax consequences of the acquisition, holding, settlement, redemption and disposal of Public Shares and Public Warrants. Dividend payments are generally subject to withholding tax in Luxembourg.

4. CAPITALIZATION AND INDEBTEDNESS; STATEMENT ON WORKING CAPITAL

4.1 Capitalization

The following table sets forth the capitalization of the Group (i) as of March 31, 2021, (ii) the Additional Founder Subscription, (iii) the Private Placement, (iv) the separate private placement of the Founder Warrants and (v) total numbers as adjusted for these effects.

Investors should read this section in conjunction with "*6 Management's Discussion and Analysis of Net Assets, Financial Condition and Results of Operations*" and the Company's financial statements included in this Prospectus.

	As of March 31, 2021	Adjustment to reflect Additional Founder Subscription[1]	Adjustment to reflect the Private Placement[2]	Adjustment to reflect separate private placement to Founder[3]	Sum total after adjustments[4]
	(audited) (in €)	(unaudited) (in €)	(unaudited) (in €)	(unaudited) (in €)	(unaudited) (in €)
Total current debt[5]	**443,132**	**1,083**	**200,000,000**	**47,733**	**194,911,045**
Thereof guaranteed	–	–	–	–	–
Thereof secured	–	–	–	–	–
Thereof unguaranteed/unsecured	443,132	1,083	200,000,000	47,733	194,911,045
Total non-current debt	**–**	**–**	**–**	**–**	**–**
Thereof guaranteed	–	–	–	–	–
Thereof secured	–	–	–	–	–
Thereof unguaranteed/unsecured	–	–	–	–	–
Total shareholder's equity[6]	**71,932**	**3,248,917**	–	**7,052,667**	**10,373,515**
Share capital	120,000	7,800	–	-	127,800
Other reserves[7]	(48,068)	3,241,117	–	7,052,667	10,245,715
Total[8]	**515,064**	**3,250,000**	**200,000,000**	**7,100,000**	**205,284,560**

(1) Reflects Additional Founder Subscription to cover effects of negative interest rates on the Escrow Account in the amount of €3,250,000.
(2) Reflects Private Placement of 20,000,000 Public Shares and 6,666,666 Public Warrants with proceeds in the amount of €200,000,000.
(3) Reflects Founder Capital At-Risk in the amount of €7,100,000.
(4) After payment of the Private Placement and Listing expenses in the amount of €5,550,000 and the set off of the amount (€30,504) due under the Shareholder Loan. The IPO costs, which qualify as transaction costs directly attributable to the issue of the Public Shares are deducted from the proceeds upon initial recognition of the instrument. The IPO costs, which qualify as transaction costs directly attributable to the issue of the Public Shares are deducted from the proceeds upon initial recognition of the instrument.
(5) Referred to as "Current liabilities" in the Company's consolidated statement of financial position. In the above table, the company treats the proceeds as current debt. They could have also been treated as non-current debt.
(6) Referred to as "Total equity" in the Company's consolidated statement of financial position.
(7) Referred to as "Accumulated Deficit", "Other components of equity" and "Non-controlling interests" in the Company's consolidated statement of financial position.
(8) Referred to as "Total equity and liabilities" in the Company's consolidated statement of financial position.

4.2 Indebtedness

The following table sets forth the indebtedness of the Group (i) as of March 31, 2021, (ii) the Additional Founder Subscription, (iii) the Private Placement, (iv) the separate private placement of the Founder Warrants and (v) total numbers as adjusted for these effects.

Except as otherwise disclosed in the following table, the Group did not have any long-term or short-term indebtedness as of March 31, 2021.

		As of March 31, 2021	Adjustment to reflect Additional Founder Subscription[1]	Adjustment to reflect Private Placement[2]	Adjustment to reflect separate private placement to Founder[3]	Sum total after adjustments[4]
		(audited) (in €)	(unaudited) (in €)	(unaudited) (in €)	(unaudited) (in €)	(unaudited) (in €)
A.	Cash[5]	145,500	3,250,000	200,000,000	7,100,000	204,914,996
B.	Cash equivalents	-	–	–	–	-

		As of March 31, 2021	Adjustment to reflect Additional Founder Subscription[1]	Adjustment to reflect Private Placement[2]	Adjustment to reflect separate private placement to Founder[3]	Sum total after adjustments[4]
		(audited) (in €)	(unaudited) (in €)	(unaudited) (in €)	(unaudited) (in €)	(unaudited) (in €)
C.	Other current financial assets	–	–	–	–	–
D.	Liquidity (A)+(B)+(C)	145,500	3,250,000	200,000,000	7,100,000	204,914,996
E.	Current financial debt (including debt instruments, but excluding current portion of non-current financial debt)[6]	443,132	1,083	200,000,000	47,733	194,911,045
F.	Current portion of non-current financial debt	–	–	–	–	–
G.	Current financial indebtedness (E)+(F)	443,132	1,083	200,000,000	47,733	194,911,045
H.	Net current financial indebtedness (G)-(D)	297,632	(3,248,917)	-	(7,052,667)	(10,003,951)
I.	Non-current financial debt (excluding current portion and debt instruments)	-	-	-	-	-
J.	Debt instruments[7]	-	-	-	-	-
K.	Non-current trade and other payables	-	-	-	-	-
L.	Non-current financial indebtedness (I)+(J)+(K)	-	-	-	-	-
M.	Total financial indebtedness (H)+(L)	297,632	(3,248,917)	–	(7,052,667)	(10,003,951)

(1) Reflects Additional Founder Subscription to cover effects of negative interest rates on the Escrow Account in the amount of €3,250,000.
(2) Reflects Private Placement of 20,000,000 Public Shares and 6,666,666 Public Warrants with proceeds in the amount of €200,000,000.
(3) Reflects Founder Capital At-Risk in the amount of €7,100,000.
(4) After payment of the Private Placement and Listing expenses in the amount of €5,550,000 and the set off of the amount (€30,504) due under the Shareholder Loan.
(5) Referred to as "Cash and cash equivalents" in the Company's consolidated statement of financial position.
(6) Reflects the proceeds from the issuance of the Public Shares, the Warrants as derivatives, "Trade and other payables" and "Loan payable to related party".
(7) Based on discussions with our auditor, the Public Warrants and Public Shares have been categorized as derivatives and debt instruments, respectively. However, based on said discussions, we believe that the classification of Public Warrants and Public Shares as derivatives and debt instruments, respectively, will not affect the economic characteristics of those instruments.

4.3 Contingent and Indirect Liabilities

In the context of the planned IPO, the Group entered into respective contracts with different providers, the total cost of which is estimated to approx. EUR 5.6 million.

4.4 Statement on Working Capital

The Company is of the opinion that the Group has sufficient working capital to meet its due payment obligations for at least a period of 12 months from the date of this Prospectus.

We have raised €200 million through the Private Placement and €3.25 million through the Additional Founder Subscription. A total of €203.25 million (including the Deferred Listing Commission) will be transferred to OboTech Services KG and placed in the Escrow Account. Unless and until the Business Combination is consummated, no proceeds held in the Escrow Account will be available for the Company's use as working capital, except for interest earned, if any, to the extent that it is used to pay income tax on such interest. Upon the consummation of the Business Combination, the amounts held in the Escrow Account will be paid out in the following order of priority: (i) to redeem the Public Shares for which a redemption right was validly exercised, (ii) in relation to any Public Share for which a Public Shareholder has validly exercised a redemption right, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income, (iii) to pay the Deferred Listing Commission and (iv) payment of any remainder of any amount in the Escrow Account to the Company for use in paying the cash portion, if any, of the

consideration due for the Business Combination and to cover future liquidity requirements of the target acquired in the Business Combination.

The Company is of the opinion that the proceeds from the issuance of the Founder Warrants will be sufficient to pay the costs and expenses to which such proceeds are allocated. However, if our estimate of the costs of undertaking in-depth due diligence and negotiating the Business Combination is less than the actual amount necessary to do so, the Company may be required to raise additional capital, the amount, availability and cost of which is currently unascertainable. In this event, the Company could seek such additional capital through additional investments from the Founder, but the Founder is under no obligation to advance funds to the Company or to make further investments.

Following consummation of the Business Combination, the Company will have access to the proceeds in the Escrow Account and the working capital of the target business, as well as the ability to borrow additional funds, such as a working capital revolving debt facility or a longer-term debt facility. The Company is of the opinion and confident that these proceeds will provide the Company access to sufficient working capital on an ongoing basis, although it is impossible to make a definitive determination until the Business Combination is actually consummated.

4.5 Significant Changes in Financial Performance or Financial Position

On April 30, 2021, the Board of Directors resolved, among other things, to increase the share capital from €120,000 to €607,800 from its authorized capital. Also on April 30, 2021, the Company received €7,100,000 from the issuance of the Founder Warrants and €3,250,000 from the Additional Founder Subscription.

Other than that, there have been no significant changes to the financial performance or financial position of the Group between March 31, 2021 and the date of this Prospectus.

5. SELECTED FINANCIAL INFORMATION

The following table sets forth the Company's selected historical financial and other information, which is derived from the audited interim financial statements beginning on page F-1 of this Prospectus.

The selected historical financial data should be read in conjunction with, and is qualified in its entirety by reference to, the section entitled "*6. Management's Discussion and Analysis of Net Assets, Financial Condition and Results of Operations*" as well as with the interim financial statements and the related notes thereto contained elsewhere in this Prospectus.

The Company was recently incorporated and has not conducted any operations other than organizational activities, including the identification of potential target companies for the Business Combination, as well as the preparation and execution of the Private Placement and Listing to date, so only a statement of consolidated financial position data is presented. There has been no significant change in the Company's financial or trading position since the date of the interim financial statements.

	As of March 31, 2021 (in €)	
	Actual	**As adjusted (unaudited)**
Statement of interim consolidated financial position data		
Total equity and liabilities	515,064	202,034,560
Total liabilities	443,132	194,909,961
Total equity	71,932	7,124,599

The "as adjusted" information gives effect to:

- the issuance of the Units in the Private Placement including the receipt of the related gross proceeds;
- the receipt of €7,100,000, consisting of the purchase price for the Founder Warrants;
- the payment of the estimated expenses of the Private Placement and Listing, excluding the Deferred Listing Commission and the set-off of the amount due (€30,504) under the Shareholder Loan; and
- the proceeds from the Additional Founder Subscription (€3,250,000) are not included in the table above.

6. MANAGEMENT'S DISCUSSION AND ANALYSIS OF NET ASSETS, FINANCIAL CONDITION AND RESULTS OF OPERATIONS

6.1 Overview

The Company is a special purpose acquisition company incorporated as a *Société Européenne* on March 23, 2021 under the laws of Luxembourg. A special purpose acquisition company describes a development stage company that has no specific business plan or purpose and has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies or other entity or person. The Company was formed for the purpose of acquiring one operating business with principal business operations in an EEA Member State or a Certain Other Country in the Target Sectors through a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transaction. We have not and will not engage in substantive negotiations with any target businesses until after the First Day of Trading. We intend to effect the Business Combination using cash from the proceeds of the Private Placement, equity, debt or a combination of cash, equity and debt.

Until we consummate the Business Combination, substantially all of our assets will consist of cash received from the gross proceeds of the Private Placement, proceeds from our sale of Founder Warrants and Founder Shares (the Founder Capital At-Risk and the Additional Founder Subscription) and the Deferred Listing Commission. All of the proceeds from the Private Placement and the Additional Founder Subscription will be transferred to OboTech Services KG and will be deposited in the Escrow Account by OboTech Services KG. The Founder Capital At-Risk will be used to finance the Company's working capital requirements and Private Placement and Listing expenses as well as the remuneration of the non-executive members of the Board of Directors in the amount of €10,000 per annum and due diligence costs in connection with the Business Combination, except for the Deferred Listing Commission, that will, if and when due and payable, be paid from the Escrow Account. The proceeds of the Additional Founder Subscription will be used to cover the negative interest, if any, paid on the proceeds held in the Escrow Account up to an amount equal to the Additional Founder Subscription to allow, in case of a liquidation of the Company after expiry of the Business Combination Deadline or in case of redemptions of Public Shares in the context of a Business Combination, for a redemption at €10.00 per Public Share.

If we do not consummate the Business Combination by the Business Combination Deadline, the Company will be wound up and the amounts standing to the credit of the Escrow Account, after deduction of the unused portion, if any, of the proceeds from the Additional Founder Subscription, will be distributed to our Public Shareholders.

6.2 Results of Operations and Expected Trends or Future Events

The Group has neither engaged in any operations other than organizational activities, including the identification of potential target companies for the Business Combination, and preparation for the Private Placement and Listing nor generated any revenues to date. The Group's principal activities since its incorporation have been organizational activities, including the identification of potential target companies for the Business Combination, and those necessary to prepare for the Private Placement and Listing. Following the Private Placement and Listing, the Group will not generate any operating revenues until consummation of the Business Combination. The Group will generate non-operating income in the form of interest income, if any, through its subsidiary OboTech Services KG earned through the Escrow Account that may only be used to cover the Company's income tax. After the Private Placement, the Group expects to incur increased expenses as a result of being a public company (for legal, financial reporting, accounting and auditing compliance), as well as for due diligence expenses. The Group expects its expenses to increase substantially after the First Day of Trading and the private placement of the Founder Warrants.

The following table provides financial information from the financial statements.

	For the period ended March 31, 2021
	(audited)
	in €
Revenue	0.00
Profit/(Loss) for the period	**(48,068)**

6.3 Selected Items from the Interim Consolidated Statement of Financial Position

The following table presents financial information from the interim consolidated statement of financial position.

	As of March 31, 2021 (audited)
	in €
Assets	
Current assets	
Deferred costs	369,564
Cash and cash equivalents	145,500
Total assets	**515,064**
Equity and liabilities	
Equity	
Issued capital	120,000
Accumulated deficit	(48,068)
Other components of equity	0.00
Equity attributable to the equity holders of the parent	71,932
Non-controlling interests	0.00
Total equity	**71,932**

6.4 Liquidity and Capital Resources

The following table sets forth the cash flows data of the Group.

	For the period ended March 31, 2021 (audited)
	in €
Net cash flows from operating activities	0.00
Net cash flows from investing activities	25,500
Net cash flows from financing activities	120,000
Cash and cash equivalents as of March 31, 2021	**145,500**

The Group's liquidity needs will be satisfied until the completion of the Business Combination from the Founder Capital At-Risk. The previous liquidity needs of the Group have been pre-funded by the Founder under the Shareholder Loan. The principal amount (€1,500,000) due under the Shareholder Loan was set off against the aggregate subscription price (€7,100,000) paid in connection with the Founder Capital At-Risk, and any interest accrued thereon has been waived. The Shareholder Loan was terminated immediately prior to the date of this Prospectus.

The gross proceeds from the issuance of the 20,000,000 Units in the Private Placement are €200 million. Thus, including the Additional Founder Subscription of €3.25 million, €203.25 million will be held in the Escrow Account. The Escrow Account has been established with Berenberg.

The amounts held in the Escrow Account will be paid out in the following order of priority: (i) to redeem the Public Shares for which a redemption right was validly exercised, (ii) in relation to any Public Share for which a Public Shareholder has validly exercised a redemption right, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income, (iii) to pay the Deferred Listing Commission and (iv) payment of any remainder of any amount in the Escrow Account to the Company for use in paying the cash portion, if any, of the consideration due for the Business Combination and to cover future liquidity requirements of the target acquired in the Business Combination.

The gross proceeds from the issuance of 4,733,333 Founder Warrants for a subscription price of €1.50 (which, for the avoidance of doubt, will not be placed into the Escrow Account) will be €7,100,000 and will comprise the Founder Capital At-Risk.

Following the Private Placement, we believe the €7,100,000 available to the Group outside of the Escrow Account will be sufficient to allow us to operate until the Business Combination Deadline and cover the Private Placement and Listing expenses, except for the Deferred Listing Commission, that will, if and when due and payable, be paid from the Escrow Account, as well as due diligence costs in connection with the Business Combination. We expect the Group's primary liquidity requirements during that period to include approximately €800,000 for expenses for the due diligence and investigation of a target business or businesses and for legal, accounting and other expenses associated with structuring, negotiating and documenting the Business Combination; €150,000 as a reserve for liquidation expenses; €500,000 for legal and accounting fees relating to our regulatory reporting obligations; and approximately €100,000 for miscellaneous expenses and reserves. These expenses are only estimates. The Group's actual expenditures for some or all of these items may differ from the estimates set forth herein. If our estimate of the costs of undertaking in-depth due diligence and negotiating the Business Combination is less than the actual amount necessary to do so, we may be required to raise additional capital or to seek additional funding, the amount, availability and cost of which is currently unascertainable. The Group does not intend to incur any expenses beyond the amounts that we estimate to be available to us, however, our estimates may prove to be erroneous, and we might be subject to claims that arise without our agreement. In such case, the amounts available in the Escrow Account may be affected.

We do not believe that the Group will need to raise additional funds following the Private Placement in order to meet the expenditures required for operating our business. However, we may need to raise additional funds, through a private offering of debt or equity securities, if such funds were to be required to consummate the Business Combination. We expect that we would only consummate such financing in connection with the consummation of the Business Combination.

7. PROPOSED BUSINESS

7.1 Business Overview

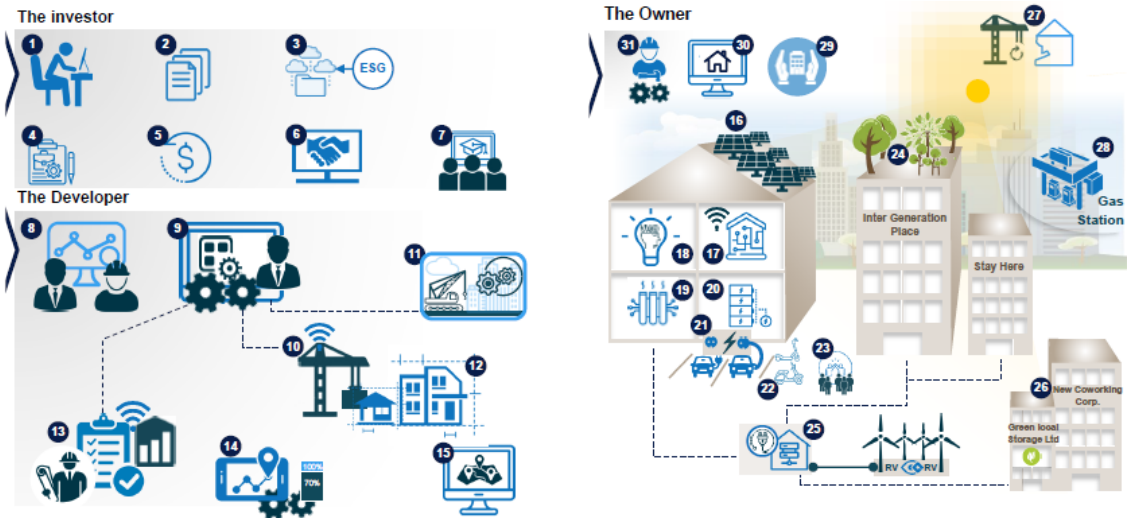
We are a newly organized *Société Européenne* incorporated under the laws of Luxembourg and formed for the purpose of acquiring one operating business with principal business operations in a member state of the European Economic Area (the "**EEA Member State**") or the United Kingdom or Switzerland (the United Kingdom and Switzerland each a, "**Certain Other Country**") in the form of a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transaction (the "**Business Combination**"). Our principal activities to date have been limited to organizational activities, including the identification of potential target companies for the Business Combination, as well as the preparation and execution of the Private Placement and the Listing. We have not engaged and will not engage in substantive negotiations with any target business until after the First Day of Trading.

We were organized by our sponsor and founder, Obotritia Capital KGaA, an affiliate of Rolf Elgeti (the "**Founder**").

We have identified potential target businesses with principal business operations in an EEA Member State or a Certain Other Country, focusing on high quality businesses with innovative products or services in the real estate technology sector ("**Proptech**") and climate technology sector ("**Climatech**" and together with Proptech, the "**Target Sectors**"). We have defined the Target Sectors as follows:

- Proptech
    - the application of technology to any of the steps of the value creation chain of real estate with the purpose of optimizing, mainly through digitization, the way people research, rent, buy, sell, build, live in and manage a property; and
- Climatech
    - the use of technology with the purpose of tackling climate change, with the main focus being decarbonising the global economy;
    - this includes modern waste management, clean energy production, energy storage, renewable energy and non-polluting transport solutions.

To provide further detail on the Target Sectors, including overlaps between them, the following illustration depicts a non-exhaustive view of the activities and solutions within the Target Sectors, including those areas where the Target Sectors intersect. The Proptech and Climatech sectors are inherently interlinked and many interlinked solutions can be found within the Proptech and Climatech sectors which benefit investors, consumers, developers and property owners. Real estate investors rely on modern technology in order to underwrite, value, finance, and manage real estate assets effectively. From a developer perspective, the entire planning and construction process is built around innovation and technology, focused on off-site visualization and building information modeling (BIM), development and construction management software, modular building solutions and environmental and social governance (ESG) compliant construction of green certified assets. Modern real estate assets function as a hub for technological applications, both inside the asset (smart home technology, energy efficient heating solutions) as well as outside of the asset (solar energy paneling, on-site energy storage, electronic vehicle charging infrastructure).



1	Automated valuation tools
2	Document management systems
3	Big data generation & AI (artificial intelligence) based data extraction + ESG-Factors
4	Asset management / portfolio management systems
5	Transactions (equity, debt, crowd)
6	E-brokerage
7	Online academy
8	BIM solutions / digital twins & scan-2-BIM solutions
9	Construction management software
10	IoT (internet of things) & AI-based maintenance of heavy machinery
11	New building materials & AI-based efficient construction design
12	Modular building
13	Material tracking build management & market places
14	Development progress tracking
15	Urban planning software
16	Local energy production
17	Smart home devices + software
18	Interior design solutions
19	Intelligent heating
20	Local energy storage (battery)
21	EV-CIS (engines and vehicles compliance information system) + e-mobility
22	Sharing economy / mobility
23	Co-living solutions & assisted living
24	Urban gardening & biodiversity
25	Local integrated power & heating infrastructure
26	Flexible space solutions
27	SaaS (software as a service) & marketplaces for reuse of materials
28	Revitalisation of brownfield land
29	Tenant management software
30	Online marketing of apartments
31	Property and craftsman management

7.2 Business Opportunity

Despite its size and economic importance, the real estate sector largely remains an analog, low tech industry. While other industries have experienced material disruption from innovative technology and new solutions, disruption in the real estate sector has lagged behind. We believe real estate market participants – owners, operators, tenants, financiers and all other users – are in a structural, long-term catch-up phase to improve efficiencies and automation via digitalization initiatives.

In addition to the trend towards further digitalization, the real estate sector faces increasing pressure from regulators, investors, and users to improve sustainability credentials and reduce its climate impact. Requirements from the Paris Agreement on climate change will lead to substantial monetary penalties for property owners who have failed to adequately decarbonize their assets. In addition, the EU Green Deal and EU Next Generation are investment programs, focused on buildings, including energy efficiency, climate proofing, and circular economy (an economic structure which minimizes waste of energy, materials, and water and prioritizes recycling, re-use, sharing, and repair of waste) solutions.

These trends are leading to an acceleration of Proptech and Climatech use cases. New marketplaces, advanced building materials, and real-estate-focused software solutions are just a few examples of the many innovations currently being brought to market by entrepreneurs.

Compared to the U.S., Proptech and Climatech players are significantly under-represented in the European public markets. We believe, however, that Europe offers a number of diverse and high quality businesses in private ownership, some of which have the potential to develop into global leaders. It is the Founder's belief that such businesses would thrive given the right partnership and access to equity capital markets, thereby unlocking potential and boosting growth.

Within the broader universe of the Target Sectors, we regard the following verticals as highly compelling both from a strategic perspective as well as based on the Founder's assessment of suitable opportunities and the Founder's specific value-add and access:

- ***Smart home technology.*** Home automation systems and appliances providing convenience and cost saving potential for the residential real estate space. Smart home technology can leverage internet-connected devices to monitor and manage appliances and systems.

- ***Construction (design & build tech, innovative materials).*** Software as well as hardware (machinery, tools, drone assistants and robotics) which enable innovation along the entire real estate project development and construction value chain, including automated construction equipment, pre-fabrication and modular construction technology. Construction also includes renovation efficiency enhancements as well as interior design where innovation can come through virtual reality, augmented reality and artificial intelligence.

- ***Smart city & infrastructure.*** Technological applications, including sensors and communication technologies, that seek to provide services and infrastructure solutions and solve city planning challenges, including but not limited to transportation and accessibility, improvement of social services and sustainability promoting technologies. This includes data gathering and information sharing with the public, thereby increasing operational efficiency, convenience, and quality of life.

- ***Green energy production & storage (real estate & industrial applications).*** Renewable energy production technologies (wind, solar, thermal) as well as storage technologies and systems for residential, commercial and industrial real estate. This includes pumped hydroelectric systems, air compression, thermal energy storage, hydrogen conversion (and storage), and battery technology.

- ***Circular climate.*** Companies and products aiming to provide solutions to tackle mainly climate change. Includes waste management solutions, plastic recycling, water cleaning technologies and any decarbonising strategy, amongst other things.

In addition, the following verticals offer significant growth potential and may be considered for potential targets:

- ***Property management technologies.*** Digital solutions and software to facilitate property management, including but not limited to identifying efficiency gain and cost saving potential, as well as automatized tracking of performance metrics. As opposed to e-brokerage platforms, property management includes digitized services for home repairs, maintenance and beginning-to-end rental services (including key hand over, cleaning and transport, amongst others).

- ***Data, analytics and reporting.*** Software and big data solutions focusing on improving or solving inefficiencies across the entirety of the real estate development, construction, management or logistics and freight value chain. Includes real estate analytics and valuation platforms as well as data aggregators that help with real estate investments or rental strategy decisions.

- ***E-brokerage platforms.*** Hybrid brokerage solutions applying digital technologies to simplify and expedite the real estate broker business model and create cost benefits for all stakeholders. Includes platforms that improve consumer experience in real estate marketplaces (buying, selling and renting).

- ***Transaction-based Proptech.*** Platforms offering business models to invest in real estate with limited capital and/or flexible exit optionality, including crowdfunding models or tokenization of real estate. This vertical also includes i-buyer business models, digital investment and financing platforms and blockchain platforms. This allows for increased transparency on transactions and liquidity in the mortgage market (amongst others).

- ***Electro mobility***. Electrically propelled vehicle solutions with the aim of transforming transport to an emissions-free sector. Includes battery and charging station manufacturers for electric vehicles

We reserve the flexibility to invest in a target that does not meet one or more of the criteria described above.

Once a suitable target has been identified and a Business Combination has been negotiated, the Board of Directors will resolve on proposing the Business Combination to the general shareholders' meeting of the Company for approval. In connection with the invitation to the general shareholders' meeting that shall approve the Business Combination with a specific target, the Company will publish comprehensive information for this specific target. Any proposed Business Combination must be approved by a majority of the votes cast at the general shareholders' meeting of the Company in order to proceed.

We will give every Public Shareholder, regardless of its vote in the general shareholders' meeting on the approval of the Business Combination, the option to redeem all or part of its Public Shares. In such case, we will repay the Public Shareholders their investment of €10.00 per Public Share from the Escrow Account, which contains the proceeds from the Private Placement as well as the Additional Founder Subscription to cover potential negative interest on the Escrow Account. In addition, no Public Warrants will be redeemed in the course of such redemption of the Public Shares and each Public Shareholder redeeming its Public Shares in the course of the Business Combination may keep any Public Warrants.

We will have 24 months from the First Day of Trading to consummate the Business Combination, plus an additional three months if we sign a legally binding agreement with the seller of a target within those initial 24 months. Otherwise, we will liquidate. In case of liquidation, we will redeem the Public Shares and repay the Public Shareholders their investment of €10.00 per Public Share from the Escrow Account, which contains the proceeds from the Private Placement as well as the Additional Founder Subscription to cover potential negative interest on the Escrow Account. We will execute such repayment as promptly as reasonably possible after the expiry of the Business Combination Deadline and estimate for such repayments to be made six weeks after the expiry of the Business Combination Deadline (see also "*1.1.6 – If we liquidate before concluding a Business Combination, our Public Shareholders may receive less than €10.00 per Public Share on distribution of Escrow Account funds*.").

By leveraging the relationships and experience of the Founder, the Company currently believes that it is well-positioned to identify and structure an attractive Business Combination to present to its shareholders for approval within one year from the date of approval of this Prospectus.

7.3 Competitive Strengths

We believe the Company is ideally placed to identify attractive private companies in the Proptech and Climatech sectors and execute a Business Combination that will create sustainable, long term value for shareholders as well as contribute to a more environmentally conscious real estate sector.

Structural growth in Proptech & Climatech sector fundamentals and a deep pool of target candidates. The Target Sectors have considerable market sizes and exhibit highly attractive structural growth drivers, aided by the megatrends of digitalization and sustainability. The private markets include a deep and increasing number of businesses with compelling growth and attractive valuations, and we believe we represent a desirable and attractive counterparty for such targets as we seek to conclude a Business Combination.

Founder and Board of Directors with proven track record of value creation. We believe we will benefit from the Founder's powerful combination of growth-stage and public markets expertise. The members of the Board of Directors bring a unique and differentiated expertise as users, operators, and investors across the Proptech and Climatech sectors.

Established deal sourcing network and privileged access to founders in the Proptech and Climatech sectors. We plan to leverage our Board of Director's extensive relationships across the Proptech and Climatech sectors, including owners, operators, developers, tenants, contractors, lenders, servicing providers, investors and entrepreneurs. We believe we are in a privileged position to partner with company founders due to our special combination of network and market expertise, thereby offering entrepreneurs the opportunities to accelerate the growth of their companies and enhance shareholder value.

Leadership team with strong execution and structuring experience. We believe that the members of our Board of Directors have the expertise to source, evaluate, structure and complete a successful Business Combination. The successful completion of a Business Combination requires deep industry knowledge, intensive due diligence, complex negotiations and carefully prepared documentation. The members of our Board of Directors have substantial experience in negotiating and executing transactions and utilizing structural attributes to minimize risk while providing all counterparties with highly desired outcomes.

Capital structure designed to promote alignment of interests and value creation. We have designed the Company with a capital structure that we believe will incentivize the Founder to target a Business Combination that will create value in the long term. The Company's capital structure has been structured in a way such that a material part of the Founder's incentive is linked to the share price trajectory of the Company (post consummation of the Business Combination). Our Founder Shares will not have any material economic rights unless and until they are converted into Public Shares.

Uniquely positioned as the only European-based SPAC specifically targeting Proptech and Climatech (and the intersection of both). We believe the Company offers a unique investment opportunity because, as of the date of this Prospectus, it will be the only European-based SPAC specifically targeting the Proptech and Climatech ecosystems. We anticipate this differentiating factor, together with the other strengths listed above, will make the Company an attractive counterparty as it seeks to partner with technology company founders and entrepreneurs.

7.4 Business Strategy

We intend to apply the following guidelines that we believe are important in evaluating prospective targets within the Target Sectors as described in "*7.2 – Business Opportunity*". We intend to seek a Business Combination that results in the acquisition of up to 100% of the share capital and voting rights in the acquired entity and our targets will have an equity value between €200 million and €3 billion (pre money).

Competitive advantages relative to peers. We will seek to acquire a business that demonstrates market leadership and/or strong advantages relative to its competitors. We will focus on targets with defensible proprietary technology, strong adoption rates, and manageable risks of technological obsolescence. We have in this respect identified potential targets which respectively hold the potential to develop into market leaders, both locally as well as potentially globally due to certain unique proprietary technological attributes. We therefore seek to ultimately acquire a business which has all the key attributes required to build out and consolidate its leadership position via organic as well as external growth.

Excellent management team. We will look for a business that has a management team with a strong track record of growth and the capability to execute on both organic and inorganic opportunities. As part of our strategy, we will seek to identify a business that will significantly benefit from access to public capital markets, and with the bandwidth and discipline to scale the business at a potential faster pace than would be achievable in a private ownership context. The management team of such a business should have a strong track record of operational, entrepreneurial and financial excellence.

Our structure has also been designed to appeal to management teams of potential targets in EEA Member States and Certain Other Countries. We will be listed on the Frankfurt Stock Exchange. As a *Société Européenne* we have the ability to migrate our corporate seat to another EEA Member State which will give us the option to become a "fully domestic" EEA Member State company after we consummate the Business Combination.

Primarily equity financed. We have only identified potential target companies that are primarily equity financed. The Company will not pursue a target business with excessive financial leverage.

Value creation potential. We intend to invest in a business that we believe will benefit by leveraging the Founder's extensive network and expertise, thereby improving the growth profile and operating performance of the target. The Founder has a track record of long-term commitment to businesses with significant scalability and global application potential, and will seek to identify and invest in a business with a truly transformational vision, and that is adequately prepared to benefit from the Founder's value-add.

Compelling growth potential. We will seek to invest in a business with a compelling growth story that includes defensible organic growth drivers as well as strategic opportunities that require growth capital, such as expansion into new business verticals and/or new geographies.

Tech-driven business model with opportunity to scale. We intend to target a business with attractive unit economics with the opportunity to significantly scale its platform and operations. As a consequence of this scalability requirement, we also expect the business to operate in a Proptech or Climatech vertical which exhibits potential for scale economies and cost efficiency gains.

Attractive unit economics. We have only identified potential target companies with a clear pathway towards profitable and compelling unit economics in the medium term.

Target to benefit from being publicly listed. We intend to target a business that will benefit from being publicly listed and can utilize the broader access to public capital markets and profile to increase shareholder value.

We will continue to use the above criteria and guidelines in evaluating acquisition opportunities.

7.5 Effecting the Business Combination

7.5.1 General

We were formed for the purpose of acquiring one operating business with principal business operations in an EEA Member State or a Certain Other Country in the Target Sectors through a merger, share purchase, asset acquisition, reorganization, capital stock exchange or similar transaction. We must consummate a Business Combination by the Business Combination Deadline, *i.e.*, within 24 months from the First Day of Trading, plus an additional three months if the Company signs a legally binding agreement with the seller of a target within the initial 24 months. Should a proposed Business Combination fail to be approved by a majority of our shareholders, we are permitted to seek shareholders' approval for additional Business Combination opportunities prior to the expiration of the Business Combination Deadline. The procedures for a liquidation of the Company in case no Business Combination is consummated by the Business Combination Deadline are further explained in "*7.5.11 - Liquidation if no Business Combination*".

The Company has entered into a service agreement, dated April 21, 2021, pursuant to which its subsidiary OboTech Services GmbH & Co. KG ("**OboTech Services KG**"), a German limited partnership, shall assist the Company in its search for, evaluation of and initial negotiations with potential target companies as well as the opening and holding of the Escrow Account. The Company will provide OboTech Services KG with a basic capitalization in the amount of €2,000,000 and a service fee in the amount of 5.0% of any reimbursement claim for operational expenses OboTech Services KG made. Lars Wittan, resident of Germany and member of the Board of Directors, is also the managing director of OboTech Services Verwaltungs-GmbH ("**OboTech Services GmbH**"), the general partner of OboTech Services KG. The final negotiations with a potential target as well as any agreements for the Business Combination (*e.g.*, letter of intent and business combination agreement) will be executed by the Company and all resolutions concerning the Business Combination will be passed by the corporate bodies of the Company. In addition, OboTech Services KG has established and will hold the Escrow Account at Joh. Berenberg, Gossler & Co. KG ("**Berenberg**") in which the proceeds from the Private Placement and the Additional Founder Subscription will be placed.

If we consummate a Business Combination, we may migrate our corporate seat to a different EEA Member State, or we might affect other transactions that would result in the Company becoming a company of another EEA Member State (such as a cross-border merger with the target). The migration may require approval by our general shareholders' meeting. In such case, the Founder Shares will have the right to vote on a par with the Public Shares. Alternatively, we may decide to remain a Luxembourg company, in which case we might acquire the target business either directly or through OboTech Services KG, or through any other structure that we consider appropriate.

We are not presently engaged in, and we will not engage in, any operational business activities unless and until we consummate the Business Combination. We have not engaged and will not engage in substantive negotiations with any target business until after the First Day of Trading.

We intend to effect the Business Combination through a stock-for-stock transaction with the shareholders of the target and to utilize the gross cash proceeds from the Private Placement to cover future liquidity requirements of the target acquired in the Business Combination and to pay the cash portion, if any, of the consideration due for the Business Combination (whereby we do not exclude the possibility of the acquisition of a target for cash). The amounts held in the Escrow Account will be paid out in the following order of priority: (i) to redeem the Public Shares for which a redemption right was validly exercised, (ii) in relation to any Public Share for which a Public Shareholder has validly exercised a redemption right, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income, (iii) to pay the Deferred Listing Commission and (iv) payment of any remainder of any amount in the Escrow Account to the Company for use in paying the cash portion, if any, of the consideration due for the Business Combination and to cover future liquidity requirements of the target acquired in the Business Combination.

Upon entering into the Business Combination, the Company may agree with the shareholders of the target to increase our share capital by issuing a number of new Public Shares from its authorized capital to one or several investors (via a private investment in public equity transaction, "**PIPE**"), with exclusion of pre-emptive rights for existing shareholders in accordance with its Articles of Associations.

7.5.2 Sources of Target Businesses and Fees

We believe that we will be well positioned to benefit from a number of deal flow opportunities that would not otherwise necessarily be available to us as a result of the extensive network of the Founder. However, we can make no assurances that our business relationships will result in opportunities to acquire a target business.

We anticipate that target business candidates will also be brought to our attention from various unaffiliated sources, including investment banking firms, venture capital funds, private equity funds, leveraged buyout funds, management buyout funds and other members of the financial community, including entities affiliated with our Founder. Target businesses may be brought to our attention by such unaffiliated sources as a result of being solicited by us. These sources may also introduce the Company to target businesses they think we may be interested in on an unsolicited basis, because many of these sources will have read this Prospectus and know what types of businesses we are targeting.

To minimize conflicts of interest, we may not enter into the Business Combination with any entity in which the Founder or any of its affiliates, solely or jointly, hold 20% or more of the shares, unless we first obtain an opinion from an independent investment banking firm or independent accounting firm that the consideration paid for the Business Combination with such target business is fair to the Public Shareholders from a financial point of view and such proposed Business Combination is approved by all of the members of the Board of Directors.

While we do not presently anticipate engaging the services of professional firms or other individuals that specialize in business acquisitions on any formal basis, we may engage these firms or other individuals in the future, in which event we may pay a finder's fee, consulting fee or other compensation to be determined in an arm's length negotiation based on the terms of the transaction. We will engage a finder only to the extent our management determines that the use of a finder may bring opportunities to us that may not otherwise be available to us or if finders approach us on an unsolicited basis with a potential transaction that our management determines is in our best interest to pursue. Payment of finder's fees is customarily tied to completion of a transaction, in which case any such fee will be paid out of the funds held in the Escrow Account. If we agree to pay a finder's fee or breakup fee (to the extent the target has already agreed to be acquired by another entity) and thereafter consummate the Business Combination, any such fee in excess of our available working capital would be paid from funds released from the Escrow Account in the same manner as other acquisition expenses. We will not agree to pay to an acquisition target or seller a breakup fee that is in excess of the available amount of our anticipated working capital at the time we enter into such agreement.

Although no obligation exists, the Founder may transfer a portion of its Founder Warrants, or the Public Shares into which its Founder Shares are converted or for which its Founder Warrants are exercised, to a finder upon or in connection with a Business Combination transaction.

In no event will we pay the Founder, any member of the Board of Directors or any entity with which they are affiliated, any finder's fee or other similar compensation prior to or in connection with the consummation of the Business Combination.

7.5.3 Selection of a Target Business and Structuring of the Business Combination

The Board of Directors will have virtually unrestricted flexibility in identifying and selecting a prospective target business. We intend to seek a Business Combination that results in our acquiring up to 100% of the share capital and voting rights in the acquired entity and adequate representation in the governance bodies. In evaluating a prospective target business, the Board of Directors will primarily consider the criteria and guidelines set forth above under the caption "*7.4 – Business Strategy.*" In addition, the Board of Directors will consider, among other factors, the following in relation to a target business:

- size and equity value between €200 million and €3 billion (pre money);
- results of operations and potential for increased profitability and targeted growth rate above 25% year-on-year;

- compatibility with high corporate responsibility standards for sustainable and environmentally and socially responsible investments;

- innovative solutions in the Target Sectors and proven track record;

- competitive dynamics, including barriers to entry, future competitive threats and the target business' competitive position;

- development of detailed projections, quantification of sensitivity of drivers of growth and profit enhancement;

- readiness to become a listed company and enter the public markets; and

- market leadership, sustainability of market share and attractiveness of market sectors, in which the target business operates within the Target Sectors

These criteria are not intended to be exhaustive. Any evaluation relating to the merits of a particular Business Combination will be based, to the extent relevant, on the above factors as well as other considerations deemed relevant to the Company's business objective by the Board of Directors. In evaluating a prospective target business, we expect to conduct an extensive due diligence review, which will encompass, among other things, meetings with incumbent management and employees, document reviews, interviews of customers and suppliers, inspection of facilities, as well as review of financial and other information, which will be made available to us.

The time required to select and evaluate a target business and to structure and consummate the Business Combination, and the costs associated with this process, are not currently ascertainable with any degree of certainty. Any costs incurred with respect to the identification and evaluation of a prospective target business with which a Business Combination is not ultimately consummated will result in us incurring losses.

7.5.4 Issuance of Additional Debt or Equity

We intend to focus on potential target businesses with an equity value between €200 million and €3 billion (pre money) though we may consummate the Business Combination for an amount below or above this range. We determined to value the Private Placement at €200 million in order to facilitate a transaction in our targeted range.

While we intend to effect the Business Combination through a stock-for-stock transaction with the shareholders of the target and to utilize the gross cash proceeds from the Private Placement to cover future liquidity requirements of the target acquired in the Business Combination and to pay the cash portion, if any, of the consideration due for the Business Combination (whereby we do not exclude the possibility of the acquisition of a target for cash), we could raise additional equity and/or incur additional debt financing. The mix of debt or equity would be dependent on the nature of the potential target business, including its historical and projected cash flow and its projected capital needs as well as on general market conditions at the time including prevailing interest rates and debt to equity coverage ratios.

Although there is no limitation on our ability to raise funds privately or through loans, we cannot assure investors that such financing would be available on acceptable terms, if at all. The proposed funding for any such Business Combination would be disclosed in the information distributed to shareholders in connection with approval of the proposed Business Combination (see also *"1.1.14 - In order to consummate the Business Combination, we may need to arrange third party financing and we cannot assure investors that we will be able to obtain such financing."*).

7.5.5 Issuance of Public Shares and Pre-Emption Rights

Prior to the consummation of the Business Combination, other than a potential PIPE in connection with the Business Combination, the Company will not issue additional Public Shares.

While we intend to effect the Business Combination as described above, we could, following or simultaneously with the consummation of the Business Combination, issue additional Public Shares either pursuant to a resolution of the general shareholders' meeting adopted in accordance with the Luxembourg Company Law, or to a resolution of the Board of Directors (increasing the share capital of the Company within

the limits and under the conditions of the authorized capital). In the resolution, the price and further conditions of issue of such Public Shares will be specified, subject to applicable law and the Articles of Association. In the event of an issue of Public Shares for cash, each shareholder will have a pre-emption right in proportion to the aggregate nominal amount of its Public Shares, save as mentioned below.

Pre-emption rights may at any time be limited or excluded either by a resolution passed by the general shareholders' meeting or by the Board of Directors in case of a capital increase under the authorized capital of the Company, or by the Board of Directors if previously authorized by a general shareholders' meeting adopting such resolution under the conditions for an amendment of the Articles of Association. Shareholders will not have pre-emption rights in respect of Public Shares being issued to a person exercising an existing right to subscribe for Public Shares.

7.5.6 Evaluation of a Target Business and Structuring of the Business Combination

In evaluating a prospective target business, we expect to conduct a thorough due diligence review which may encompass, among other things, meetings with incumbent management and employees, document reviews, interviews of customers and suppliers, inspection of facilities, as well as a review of financial, operational, technical, legal and other information which will be made available to us. If we determine to move forward with a particular target, we will proceed to structure and negotiate the terms of the Business Combination.

The time required to select and evaluate a target business and to structure and complete the Business Combination, and the costs associated with this process, are not currently ascertainable with any degree of certainty. Any costs incurred with respect to the identification and evaluation of, and negotiation with, a prospective target business with which the Business Combination is not ultimately completed will result in our incurring losses and will reduce the funds we can use to complete another business combination.

7.5.7 Lack of Business Diversification

We plan to acquire one target business through a Business Combination in the Target Sectors. This means that for an indefinite period of time, the prospects for our success will depend entirely on the future performance of a single business. By consummating the Business Combination with only a single entity, our lack of diversification may:

- subject us to negative economic, competitive and regulatory developments, any or all of which may have a substantial adverse impact on the particular industry in which we operate after the Business Combination; and

- cause us to depend on the marketing and sale of a single product or limited number of products or services.

7.5.8 Limited Ability to evaluate the Target Business' Management

Although we intend to scrutinize closely the management of a prospective target business when evaluating the desirability of effecting the Business Combination with that business, we cannot assure investors that our assessment of the target business' management will prove to be correct. In addition, we cannot assure investors that the future management will have the necessary skills, qualifications or abilities to manage a public company. Furthermore, the future role of members of our management, if any, in the target business cannot presently be stated with any certainty. Although we seek to be adequately represented in the governing bodies following the Business Combination, we cannot ensure that our Founder will remain associated with us after the consummation of the Business Combination. Following the Business Combination, we may seek to recruit additional managers to supplement the incumbent management of the target business. We cannot assure investors that we will have the ability to recruit additional managers, or that additional managers will have the requisite skills, knowledge or experience necessary to enhance the incumbent management.

7.5.9 Shareholders' Approval of the Business Combination

Prior to the consummation of the Business Combination, we will submit the proposed Business Combination to a vote of our general shareholders' meeting that requires the affirmative vote of a majority of the votes validly cast even if the nature of the transaction as such would not ordinarily require shareholders' approval under Luxembourg law. We will not consummate the proposed Business Combination transaction unless a majority of

the votes validly cast (without taking into account any abstentions or nil votes) at the general shareholders' meeting approves the proposed Business Combination. No quorum requirement exists for such general shareholders' meeting, unless required under Luxembourg law (*e.g.*, for a merger).

In connection with seeking the general shareholders' meeting's approval of the Business Combination, we will provide the shareholders with materials and other information required under Luxembourg law, as well as any other information that we believe is material to the decision to vote in favor of or against the transaction. This information will include, *inter alia*, historical financial statements, management's discussion and analysis (MD&A), quantitative and qualitative disclosures about market risk and financial information showing the effect of the Business Combination.

If the Business Combination is not approved, we may continue to seek other target businesses with which to effect the Business Combination meeting the criteria set forth in this Prospectus until the expiration of the Business Combination Deadline.

7.5.10 Redemption Right upon Approved and Consummated Business Combination

The Company will provide the Public Shareholders with the opportunity to redeem all or a portion of their Public Shares upon the completion of the Business Combination at a per-share price of €10.00, payable in cash, subject to the availability of sufficient amounts on deposit in the Escrow Account and sufficient distributable reserves, irrespective of their participation and voting record at the general shareholders' meeting convened for the purpose of approving the Business Combination (the "**Shareholders Approval Meeting**"). The Company expects, barring unforeseeable events, that not only will sufficient amounts be available in the Escrow Account to allow for a redemption of the Public Shares in the amount of the initial investment, but that it will also have sufficient distributable reserves to allow for a redemption of the Public Shares in the full amount of the initial investment until the Business Combination.

In order to provide the holders of Public Shares with the information necessary to make an informed decision whether or not to redeem their Public Shares, the convening notice for the Shareholders Approval Meeting will include comprehensive information about the proposed Business Combination, including a detailed description of the proposed Business Combination and the target company's business, financial information of the target company, such as historical financial statements, management's discussion and analysis (MD&A), quantitative and qualitative disclosures about market risk and financial information showing the effect of the Business Combination.

In accordance with the Luxembourg Shareholder Rights Law (as defined below), the convening notice will take the form of announcements published (i) thirty (30) days before the meeting, in the RESA and in a Luxembourg newspaper and (ii) in a manner ensuring fast access to it on a non-discriminatory basis in such media as may reasonably be relied upon for the effective dissemination of information throughout the European Union.

In addition, the Company assumes that it will publish a listing prospectus in connection with new Shares to be issued in the course of the Business Combination. The Company currently assumes that such listing prospectus will be approved and published at the time of the consummation of the Business Combination. However, at the time the Shareholders Approval Meeting is convened, the Company will provide the holders of Public Shares with the information to be included in such listing prospectus to the extent that these are available at such time (*e.g.*, except not yet available most recent financial information).

The Founder and each member of the Board of Directors have entered into agreements with the Company, pursuant to which they have agreed to waive their redemption rights with respect to any Founder Shares and any Public Shares in connection with (i) the completion of our Business Combination and (ii) a shareholder vote to approve an amendment to the Articles of Association that would affect the substance or timing of the Company's obligation to redeem 100% of the Public Shares if the Company has not consummated the Business Combination within the Business Combination Deadline.

Redemption Procedures. Public Shares will be redeemed only if all of the following conditions are met.

The Business Combination is Approved and Consummated; and

Valid Redemption Request is Submitted. In order for a redemption request to be valid, not earlier than the publication of the notice convening the general shareholders' meeting and not later than two business days prior to the date of the Shareholders Approval Meeting, the Public Shareholder must:

(a) notify the Company of its request to redeem some or all of its Public Shares in writing by completing a form approved by the Board of Directors for this purpose that will be made available concurrently with the convening notice for the Shareholders Approval Meeting convening notice for the Shareholder Approval Meeting, and, in addition, as the case may be, will be provided to the holders of Public Shares via the depositary with whom they hold their securities account; and

(b) transfer its Public Shares to a trust depositary account specified by the Company in the notice convening the Shareholders Approval Meeting. The trustee shall hold the Public Shares transferred on such trust depositary account on behalf of the Public Shareholder. The Public Shareholder may not sell, transfer or dispose in any other way of its Public Shares as long as they are held in such trust depositary account in accordance with the Articles of Association.

For the avoidance of doubt, if the Business Combination is not approved, (i) no Public Shares will be redeemed or transferred and (ii) any Public Shares tendered will be returned to the account specified by the Public Shareholder. If the Business Combination is approved but not consummated, no Public Shares will be redeemed.

Withdrawals of Redemption Requests. A Public Shareholder may withdraw its request for redemption any time up to two business day prior to the Shareholders Approval Meeting. If a Public Shareholder withdraws its redemption request or otherwise fails to validly request redemption, its Public Shares will not be redeemed.

Redemption Price. We aim to allow investors to redeem their Public Shares at a redemption price equal to the price at which these shares were acquired in the Private Placement, *i.e.*, €10.00. Accordingly, the redemption price corresponds, subject to the availability of a sufficient amount of distributable profits or reserves, to the fraction of the gross proceeds of the Private Placement, *i.e.*, (i) 100% of the gross proceeds of the Private Placement, plus such portion of the proceeds from the Additional Founder Subscription that is necessary to cover any negative interest on the Escrow Account incurred until the date of the consummation of the Business Combination, (ii) divided by the number of Public Shares underlying the Units subscribed for in the Private Placement. The per Public Share amount the Company will distribute to investors who properly redeem their Public Shares will not be reduced by the Deferred Listing Commission the Company will pay to the Manager. The redemption rights will include the requirement that a beneficial holder must identify itself in order to validly redeem its Public Shares. There will be no redemption rights upon the completion of the Business Combination with respect to the Company's warrants. The redemption price will be paid to the holders of Public Shares validly requesting such redemption within two business days following to completion of the Business Combination. In accordance with Luxembourg law, the redemption price cannot exceed the available distributable profits and reserves of the Company.

Public Warrants will not be redeemed and a holder of Public Shares requesting redemption of its Public Shares will be able to keep its Public Warrants.

7.5.11 Liquidation if no Business Combination

In accordance with our Articles of Association, if no Business Combination occurs by the Business Combination Deadline, (i) the Public Shares will be redeemed at the liquidation price as described below and (ii) the Board of Directors will convene a general shareholders' meeting, which shall resolve on the liquidation of the Company in accordance with Council Regulation (EC) 2157/2001 of 8 October 2001 on the Statute for a European Company, Luxembourg law and the Articles of Association and the appointment of a liquidator to wind up our affairs.

The Manager has agreed to waive its right to its Deferred Listing Commission held in the Escrow Account in the event we do not consummate the Business Combination by the Business Combination Deadline and in such event such amounts will be included within the funds held in the Escrow Account that will be available for distribution to the Public Shareholders in respect of their Public Shares.

The Board of Directors will propose to the general shareholders' meeting to liquidate the Company and to appoint a liquidator to wind up the Company's affairs. The Company will promptly publish a notice of an extraordinary general shareholders' meeting in accordance with the requirements of Luxembourg law and the

Articles of Association and start soliciting votes with respect to the dissolution. If the Company does not initially obtain approval for the dissolution from the general shareholders' meeting, the Company will continue to take all reasonable actions to obtain such approval, which may include adjourning the meeting from time to time to allow the Company to meet required quorum and majority thresholds and obtain the required vote and retaining a proxy solicitation firm to assist the Company in obtaining such vote.

Upon expiry of the Business Combination Deadline, the Company will (i) cease all operations except for those required for the purpose of its winding up, (ii) receive the amounts from the Escrow Account, which will be released to OboTech Services KG, which will then distribute the amounts to the Company, (iii) as promptly as reasonably possible (the Company estimates six weeks after the expiry of the Business Combination Deadline), redeem the Public Shares, at a per-share price, payable, subject to sufficient distributable reserves, in cash, equal to the aggregate amount on deposit in the Escrow Account at the time of the expiry of the Business Combination Deadline, reduced by the portion of the Additional Founder Subscription, if any, that has not been used to cover negative interest on the Escrow Account, divided by the number of the then outstanding Public Shares, whereby such redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iv) as promptly as reasonably possible following such redemption, subject to the approval of the remaining shareholders and the Board of Directors, liquidate and dissolve, subject in the case of clauses (iii) and (iv), to the Company's obligations under Luxembourg law to provide for claims of creditors and the requirements of other applicable law.

In connection with the Company's liquidation, all of the Public Warrants and Founder Warrants will expire worthless. If a winding up resolution is passed, the Company will be placed in liquidation. The Company will also cause the liquidation of OboTech Services KG.

The Company will pay the costs of liquidation out of the remaining assets.

The Founder will not participate in liquidation proceeds, except that it shall be entitled to receive any amounts remaining after the redemption of all then outstanding Public Shares, which the Company expects to relate mainly to the following payments: excess portions of (i) the proceeds of the Founder Capital At-Risk, if any, that have not been used to cover the working capital requirements and Listing and Private Placement expenses as well as the remuneration of the non-executive members of the Board of Directors in the amount of €10,000 per annum and due diligence costs in connection with the Business Combination and (ii) the Additional Founder Subscription, if any, that have not been used to cover costs for negative interest on the Escrow Account.

Due to possible claims of creditors, the actual per-Public Share liquidation price may be less than €10.00. In any liquidation proceedings of the Company under Luxembourg law (or of OboTech Services KG under German law), the proceeds deposited in the Escrow Account and distributed to the Company by OboTech Services KG could become subject to the claims of the Company's creditors (which could include vendors and service providers we have engaged to assist us in any way in connection with our search for a target business and that are owed money by us, as well as target businesses themselves), which could have higher priority than the claims of our Public Shareholders. Although we will seek to have all vendors, service providers (other than the independent auditor and the Manager), prospective target businesses or other entities we engage to execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the Escrow Account for the benefit of the Public Shareholders, there is no guarantee that they will execute such agreements or even if they would execute such agreements, that they would be prevented from bringing claims against the Escrow Account, including but not limited to, fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain an advantage with a claim against our assets, including the funds held in the Escrow Account. See also "*7.5.1 Effecting the Business Combination - General*" and "*1.1.6 - If we liquidate before concluding a Business Combination, our Public Shareholders may receive less than €10.00 per Public Share on distribution of Escrow Account funds.*").

The relevant procedural steps for the redemption of Public Shares and the Company to be liquidated if no Business Combination is being consummated by the Business Combination Deadline are as follows:

(a) The Company redeems, as promptly as reasonably possible, all of the then outstanding Class A Shares at a per-share price, payable, subject to sufficient distributable reserves, in cash, equal to the aggregate amount on deposit in the Escrow Account at the time of the expiry of the Business Combination Deadline, reduced by the portion of the Additional Founder Subscription, if any, that has not been used to cover negative interest on the Escrow Account, divided by the number of the then outstanding Public Shares, whereby such redemption will completely extinguish Public

Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any).

(b) The Board of Directors resolves to convene an extraordinary general shareholders' meeting to resolve on the liquidation of the Company and the appointment of one or several liquidator(s).

(c) The extraordinary general shareholders' meeting is held in the presence of and recorded by a Luxembourg notary. The general shareholders' meeting resolves to liquidate the Company and to appoint one or several liquidator(s) in accordance with Luxembourg law. The resolution must be passed by 2/3 of the votes validly cast at the general shareholders' meeting where 50% of the Shares representing the issued share capital of the Company are present and represented. In case the quorum is not reached, a second meeting may be convened in which no quorum is required, but which must still approve the capital increase with 2/3 of the votes validly cast; abstentions and nil votes will not be taken into account for the calculation of the majority. The liquidator's remuneration is determined at the meeting.

(d) Upon the appointment of the liquidator(s), the liquidator(s) will assume control of the affairs of the Company and all powers of the Board of Directors cease. The Company's sole purpose, as from such point in time, is the realization of all its assets and settlement of liabilities. The liquidator(s) will identify and value all claims against the Company and turn all Company assets into cash in order to pay the Company's creditors in full and settle his or their own costs.

(e) As soon as the Company's affairs are fully wound up, the liquidator(s) will prepare a report on the liquidation, which will provide details of the conduct of the liquidation and the realization of the corporate assets and call a general shareholders' meeting at which the report shall be presented and explained.

(f) Such general shareholders' meeting shall review the report of the liquidator(s) and the accounts and supporting documents, appoint one or more auditor(s) to the liquidation who shall examine such documents and determine the date of a further general shareholders' meeting which, after the liquidation auditor(s) has/have issued their/its report, shall deliberate on the management of the liquidator(s) and decide on the discharge of the members of the Board of Directors and the closing of the liquidation.

(g) Distribution of any liquidation surplus to the Founder.

(h) Notice of the completion of the liquidation shall be published with the Luxembourg Trade and Companies Register. Such publication must include:

- an indication of the place designated by the general meeting where the corporate books and documents of the Company are to be kept and retained for at least five (5) years after the closing of the liquidation; and

- if applicable, an indication of the measures taken for the deposit in escrow of the sums and assets due to creditors or to shareholders, which could not be delivered to such creditors and/or shareholders during the liquidation process.

7.5.12 Governmental Regulation

The target business may be subject to national, state, provincial and local laws and regulations related to worker, consumer and third party health and safety and with compliance and permitting obligations, as well as land use and development.

7.5.13 Competition

In identifying, evaluating and selecting a target business for a Business Combination, we expect to encounter intense competition from other entities having a business objective similar to ours including other special purpose acquisition companies, private equity groups and leveraged buyout funds, and operating businesses seeking acquisitions. Many of these entities are well established and have extensive experience identifying and effecting Business Combinations directly or through affiliates. Moreover, many of these competitors possess greater financial, technical, human and other resources than us. Our ability to acquire larger target businesses will be limited by our available financial resources.

Our competitors may adopt transaction structures similar to ours, which would decrease our competitive advantage in offering flexible transaction terms. In addition, the number of entities and the amount of funds competing for suitable investment properties, assets and entities may increase, resulting in increased demand and increased prices paid for such investments. If we pay a higher price for a target business, our profitability may decrease, and we may experience a lower return on our investments. Increased competition may also preclude us

from acquiring those properties, assets and entities that would generate the most attractive returns to us. This inherent limitation gives others an advantage in pursuing the acquisition of a target business. Furthermore:

- our obligation to seek shareholders' approval of the Business Combination or obtain necessary financial information may delay the consummation of a transaction;
- our obligation to redeem for cash Public Shares held by our Public Shareholders who exercise their rights to request redemption may reduce the resources available to us for a Business Combination; and
- our outstanding Public Warrants and Founder Warrants, and the future dilution they potentially represent, may not be viewed favorably by certain target businesses.

Any of these factors may place us at a competitive disadvantage in successfully negotiating a Business Combination. If we succeed in effecting a Business Combination, there will be, in all likelihood, intense competition from competitors of the target acquisition. We cannot assure you that, subsequent to a Business Combination, we will have the resources or ability to compete effectively.

7.5.14 Facilities

We maintain our registered office and our executive office 9, rue de Bitbourg, L-1273 Luxembourg, Luxembourg. Our telephone number is +352 27 44 41 7714.

7.5.15 Information to Shareholders

We will provide annual, as well as semi-annual and quarterly reports to our shareholders following the Admission Date.

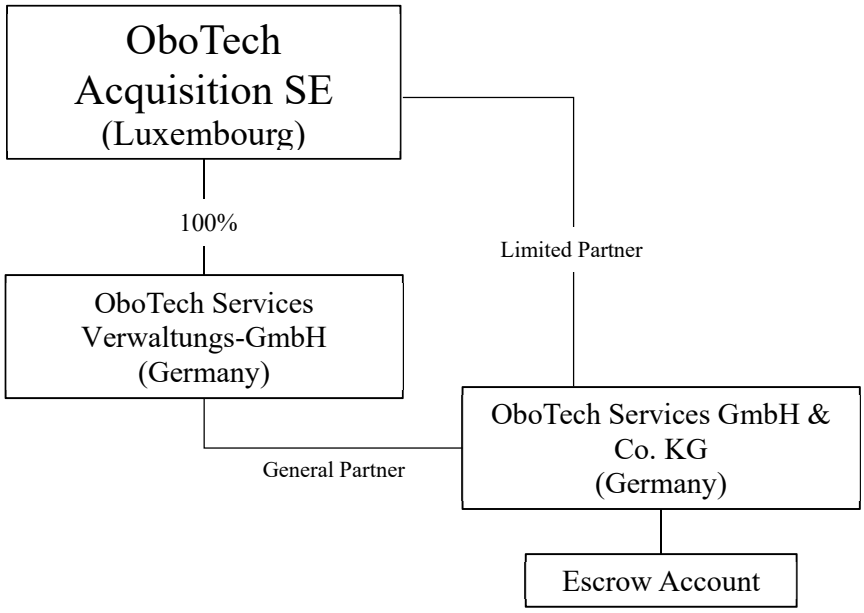
In connection with seeking shareholders' approval of the Business Combination, we will furnish the shareholders with materials and other information required under Luxembourg law, in addition to any other information that we believe to be material to come to an informed decision to vote in favor of or against the Business Combination. This information will include, *inter alia*, historical financial statements, management's discussion and analysis (MD&A), quantitative and qualitative disclosures about market risk and financial information showing the effect of the Business Combination.

In addition, the Company assumes that it will publish a listing prospectus in connection with new Shares to be issued in the course of the Business Combination. The Company currently assumes that such listing prospectus will be approved and published at the time of the consummation of the Business Combination. However, at the time the Shareholders Approval Meeting is convened, the Company will provide the holders of Public Shares with the information to be included in such listing prospectus to the extent that these are available at such time (*e.g.*, except not yet available most recent financial information).

7.5.16 Group Structure

The Company holds 100% of the shares in OboTech Services GmbH. OboTech Services GmbH is the general partner of OboTech Services KG. The Company is the limited partner of OboTech Services KG.

The Company has entered into a service agreement pursuant to which its subsidiary OboTech Services KG, a German limited partnership, shall assist the Company in its search for, evaluation of and initial negotiations with potential target companies as well as the opening and holding of the Escrow Account. Lars Wittan, resident of Germany and member of the Board of Directors, is also the managing director of OboTech Services GmbH, the general partner of OboTech Services KG. The final negotiations with a potential target as well as any agreements for the Business Combination (*e.g.*, letter of intent and business combination agreement) will be executed by the Company and all resolutions concerning the Business Combination will be passed by the corporate bodies of the Company. In addition, OboTech Services KG established and will hold the Escrow Account at Berenberg in which the proceeds from the Private Placement and the Additional Founder Subscription will be placed.



7.5.17 Legal Proceedings

There are not and have not been any governmental, legal or arbitration proceedings involving the Group, the Company or any company of the Group, nor are we aware of such proceedings threatening or pending, which may have or have had in the 12 months before the date of this Prospectus significant effects on the Group's financial position or profitability.

8. SHAREHOLDER INFORMATION

8.1 Major Shareholders

The following table sets forth the major direct and indirect shareholders of the Company based on the Company's share register regarding holders of Founder Shares and to the Company's best knowledge regarding holders of Public Shares as of the date of this Prospectus.

Shareholder	Shareholding (in %)
Obotritia Capital KGaA	21

The ultimate beneficial owner of Obotritia Capital KGaA are Rolf Elgeti and Jonathan Chenevix-Trench.

Except the major shareholder mentioned above there are no other persons that have major holdings within the meaning of Article 8 or Article 9 of the Luxembourg law of January 11, 2008 on transparency requirements for issuers of securities, as amended.

8.2 Controlling Interest

As of the date of this Prospectus, the Founder holds approximately 21% of the share capital of the Company.

Class A Shares and Class B Shares have the same voting rights.

9. GENERAL INFORMATION ON THE COMPANY

9.1 Formation, Incorporation, Commercial Name and Registered Office

The Company was formed on March 23, 2021.

The Company is a European company (*Societas Europaea*) existing under Luxembourg law and has its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg (telephone: +352 27 44 41 7714; website: www.obotechacquisition.com), LEI 222100W9V7IC82G7I598, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés de Luxembourg*) under number B 252966. The legal and commercial name of the Company is OboTech Acquisition SE.

9.2 Fiscal Year and Duration

The Company's fiscal year is the calendar year. The first fiscal year will be a short fiscal year from the date of the formation of the Company to the end of the calendar year. The Company has been established for an unlimited duration.

9.3 Our History

We are a recently formed *Société Européenne* incorporated under the laws of Luxembourg, established for the purpose of acquiring one operating business with principal business operations in an EEA Member State or a Certain Other Country in the Target Sectors through a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transactions. Our principal activities to date have been limited to organizational activities, including the identification of potential target companies for the Business Combination, as well as the preparation and execution of the Private Placement and the Listing. We have not engaged and will not engage in substantive negotiations with any target business until after the First Day of Trading.

We were organized by our Founder Obotritia Capital KGaA.

With a purchase agreement dated March 31, 2021, we have acquired 100% of the shares in OboTech Services GmbH, which is the general partner of OboTech Services KG, and the sole limited partner interest of OboTech Services KG.

9.4 Corporate Purpose

Pursuant to Article 2 of the Articles of Association, the Company was formed for the purpose of acquiring one operating business with principal business operations in an EEA Member State or a Certain Other Country in the Target Sectors through a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transaction (Business Combination).

Upon closing of the Business Combination, the preceding paragraph shall cease to apply and the Company's purpose shall as from such time be the creation, holding, development and realization of a portfolio, consisting of interests and rights of any kind and of any other form of investment in entities in the Grand Duchy of Luxembourg and in foreign entities, whether such entities exist or are to be created, especially by way of subscription, by purchase, sale, or exchange of securities or rights of any kind whatsoever, such as equity instruments, debt instruments as well as the administration and control of such portfolio. The Company may further grant any form of security for the performance of any obligations of the Company or of any entity in which it holds a direct or indirect interest or right of any kind or in which the Company has invested in any other manner or which forms part of the same group of entities as the Company and lend funds or otherwise assist any entity in which it holds a direct or indirect interest or right of any kind or in which the Company has invested in any other manner or which forms part of the same group of companies as the Company. The Company may borrow in any form and may issue any kind of notes, bonds and debentures and generally issue any debt, equity and/or hybrid securities in accordance with Luxembourg law. The Company may carry out any commercial, industrial, financial, real estate or intellectual property activities which it may deem useful in accomplishment of these purposes.

In addition, pursuant to Article 16 of the Articles of Association, if the Board of Directors identifies a proposed Business Combination that it wishes to submit to the general shareholders' meeting for approval, it shall (i) hold a board meeting to approve such proposed Business Combination and the submission thereof to the general shareholders' meeting and (ii) convene a general shareholders' meeting to approve the proposed Business

Combination. The Company will only proceed with a proposed Business Combination if the general shareholders' meeting convened to deliberate thereupon approves the proposed Business Combination by a majority of the votes validly cast (without taking into account any abstentions or nil votes). No quorum requirement exists for such general shareholders' meeting.

9.5 Independent Auditor

The Company appointed Mazars Luxembourg S.A., with registered office at 5, 5, Rue Guillaume J. Kroll, L-1882 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés de Luxembourg*) under number B 159962 as its independent auditor (*réviseur d'entreprises agréé*).

Mazars Luxembourg S.A. – *Cabinet de révision agréé* is a member of the Institute of Registered Auditors (*Institut des Réviseurs d'Entreprises*) which is the Luxembourg member of the International Federation of Accountants and is registered in the public register of approved audit firms held by the *Commission de Surveillance du Secteur Financier* as competent authority for public oversight of approved statutory auditors and audit firms.

9.6 Notifications, Supplements to the Prospectus, Luxembourg Paying Agent and LuxCSD Principal Agent

Notifications in connection with the Private Placement and Listing will be published on the Company's website (www.obotechacquisition.com). However, the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.

Any supplements to the Prospectus will be drawn up and published in accordance with the Luxembourg Regulation. Printed copies of each such notification and supplements will be made available by publication on the website of the Company (www.obotechacquisition.com) for a period of ten years commencing on the date of this Prospectus and for collection free of charge during normal business hours at the Company's office at 9, rue de Bitbourg, L-1273 Luxembourg, Luxembourg.

The Luxembourg paying agent and LuxCSD principal agent for the Company's shares is Banque Internationale à Luxembourg S.A. The mailing and registered address of the LuxCSD principal agent is 69 Route d'Esch, L-2953 Luxembourg, Grand Duchy of Luxembourg.

9.7 Real Property

Our registered address is 9, rue de Bitbourg, L-1273 Luxembourg, Luxembourg.

As of the date of this Prospectus, the Company does not own any real property. As of the date of this Prospectus, the Company has no material leases for real property.

9.8 Employees

As of the date of this Prospectus, the Group has zero employees.

As of the date of this Prospectus, the Group had no pension commitments.

9.9 Insurance

The Company has currently no insurance policies.

9.10 Legal Proceedings

There are not and have not been any governmental, legal or arbitration proceedings, nor are we aware of such proceedings threatening or pending, which may have or have had since the formation of the Company significant effects on our financial position or profitability.

9.11 Material Contracts

The Company has not entered into any material contracts other than those described below.

9.11.1 Escrow Agreement

OboTech Services KG has entered into an Escrow Agreement with Berenberg, pursuant to which OboTech Services KG will establish a segregated Escrow Account at Berenberg for (i) the gross proceeds from the Private Placement, (ii) the gross proceeds from the Additional Founder Subscription, (iii) the interest earned on the gross proceeds, if any, and (iv) the Manager's Deferred Listing Commission. The Escrow Agreement is a German law governed contract with protective effect in favor of the SPAC and the Public Shareholders as well as, with respect to the Deferred Listing Commission, the Manager (*Vertrag mit Schutzwirkung zugunsten Dritter*).

Pursuant to the Escrow Agreement, Berenberg will act in the function as escrow agent and hold the Escrow Account. Berenberg will only release the funds from the Escrow Account (i) in case of a consummation of the Business Combination (first to redeem Public Shares for which a redemption right was validly exercised, second to pay any pro-rata interest or other income earned on such funds to such Public Shareholders, and only after such redemption to pay other costs in connection with the Business Combination), (ii) in case no Business Combination has been consummated by the Business Combination Deadline (first to redeem all Public Shares, second to pay any pro-rata interest or other income earned on such funds to each Public Shareholder and only after such payment the remainder to the Company), and (iii) to pay income tax on interest earned, if any, on the Escrow Account or to pay any remaining interest earned to the Company. In no other event is Berenberg permitted to release or to effect the release of funds from the Escrow Account, except in case legally required pursuant to a final or immediately enforceable judgment or other order of a competent court.

In case of the consummation of the Business Combination, the amounts held on deposit in the Escrow Account will first be used to redeem the Public Shares for which a redemption right was validly exercised. In particular, no fees or expenses may be paid from the Company Escrow Account and the Escrow Account that could limit the funds available for the redemption of Public Shares. As such, the amounts held in the Escrow Account will be paid out in the following order of priority:

- first, to redeem the Public Shares for which a redemption right was validly exercised;
- second, in relation to any Public Share for which a Public Shareholder has validly exercised a redemption right, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income;
- third, to pay the Deferred Listing Commission; and
- fourth, payment of any remainder of any amount in the Escrow Account to the Company.

Also in case of a liquidation of the Company following the expiry of the Business Combination Deadline, the holders of Public Shares will have access to the funds in the Escrow Account prior to any potential other distributions and payments in connection with the liquidation of the Company. The Company may only deduct the unused portion, if any, of the proceeds from the Additional Founder Subscription not required to cover the effects of negative interest rates on the Escrow Account. As such, the Company will use the amounts held in the Escrow Account in the following order:

- first, to redeem all Public Shares; and
- second, in relation to each Public Share, the payment of any pro rata (positive) interest on, or other income generated from investment of, any amounts deposited on the Escrow Account, after deduction of taxes paid or, in the judgement of the account holder to be paid, on such interest or income; and
- third, the payment of any remainder of any amount in the Escrow Account to the Company.

Upon full distribution of the amounts in the Escrow Account, Berenberg shall close the Escrow Account and the Escrow Agreement shall terminate automatically and cease to have any effect (other than in relation to accrued liabilities thereunder which shall survive such termination).

Berenberg in its function as escrow agent, has waived any right to withhold, set-off or otherwise net claims or charges against the Escrow Account.

9.11.2 Underwriting Agreement

9.11.2.1 Underwriting Agreement and Volume Agreement

On April 29, 2021, the Company entered into an underwriting agreement with the Manager (the "**Underwriting Agreement**") relating to the Private Placement. Subsequently, on April 30, 2021, the Company entered into a volume agreement with the Manager finalizing the number of Units, Public Shares, and Public Warrants to be issued and sold in the Private Placement (the "**Volume Agreement**"). Pursuant to the Underwriting Agreement and the Volume Agreement, and subject to the terms and conditions set forth therein, the Company has agreed to sell the number of Units, and the underlying Public Shares and Public Warrants, set forth in the Volume Agreement to the Manager in the Private Placement at €10.00 per Unit. J.P. Morgan AG (the "**Settlement Agent**") has agreed to subscribe for the Public Shares and Public Warrants and to purchase the number of Units, Public Shares and Public Warrants set forth in the Volume Agreement. Prior to the Private Placement, there was no public market for the Units, Public Shares or Public Warrants. Consequently, the placement price for the Units was determined by negotiations between the Company and the Manager.

The obligations of the Manager under the Underwriting Agreement are subject to various conditions, including (i) the absence of a material adverse event (as set out below), (ii) receipt of customary officers' certificates, legal opinions and comfort letters and (iii) the admission of the Public Shares to trading on the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) and of the Public Warrants to trading on the open market (*Freiverkehr*) of the Frankfurt Stock Exchange (*Börse Frankfurt Zertifikate AG*).

9.11.2.2 Commissions

The Company agreed to pay the Manager a fee of 2.0% of the gross proceeds from the Private Placement on the date of completion of the Private Placement. As described in "*2.4.4 - Reasons for the Private Placement, Listing and Use of Proceeds*", the Founder Capital At-Risk will be used to finance the Company's working capital requirements and Private Placement and Listing expenses, except for the Deferred Listing Commission, which may, if and when due and payable, be paid from the Escrow Account. In case of a Business Combination only, the Company agreed to pay the Manager a Deferred Listing Commission of 3.0% of the gross proceeds of the Private Placement, payable from the amounts in the Escrow Account, on the date of completion of the Business Combination.

9.11.2.3 Subscriptions by Manager's Affiliates

In connection with the Private Placement, the Manager may have allocated Units to one or more financial intermediaries and, in such cases, the Manager may pay a selling commission to such intermediaries. In addition, in connection with the Private Placement, the Manager and any of its affiliates acting as an investor for its or their own account(s) may have subscribed for or purchased Units and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in the Units and the Public Shares and Public Warrants underlying the Units, any other securities of the Company or other related investments in connection with the Private Placement or otherwise. Accordingly, references in this Prospectus to the Units being issued, offered, subscribed, sold, purchased or otherwise dealt with should be read as including any issue, offer or sale to, or subscription, purchase or dealing by, the Manager and any of their affiliates acting as an investor for its own or their own account(s). The Manager does not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

9.11.2.4 Stabilization

No stabilization activity will be conducted in connection with the Private Placement.

9.11.2.5 Termination and Indemnification

The Manager may terminate the Underwriting Agreement and the Volume Agreement in case (i) one or more of the conditions set out in the Underwriting Agreement are not satisfied by the time specified in the conditions, or the date agreed upon by the Company and the Manager, and the Manager have not waived such condition or (ii) a material adverse event has occurred prior to the Closing Date.

If the Underwriting Agreement is terminated, the Private Placement will not take place, in which case any allocations already made to investors will be invalidated and investors will have no claim for delivery of the Units, Public Shares or the Public Warrants. Claims with respect to purchase fees already paid and costs incurred by an investor in connection with the purchase will be governed solely by the legal relationship between the investor and the financial intermediary to which the investor submitted its purchase order. Investors who engage in short selling bear the risk of being unable to satisfy their delivery obligations.

In the Underwriting Agreement, the Company has agreed to indemnify the Manager against certain liabilities that may arise in connection with the Private Placement, including liabilities under applicable securities laws.

9.11.2.6 Lock-Up

The Founder has committed to the Company not to transfer, assign, pledge or sell any of the Founder Shares and Founder Warrants other than to Permitted Transferees (see "*9.11.3 - Founder Agreement*"). From the consummation of the Business Combination, the Public Shares received by the Founder as a result of conversion of its Founder Shares in accordance with the Promote Schedule, as well as the Founder Warrants, will become transferrable if, at any time, the closing price of the Public Shares equals or exceeds €15.00 for any 20 trading days within any 30-trading day period, commencing no earlier than 150 days following the date of the consummation of the Business Combination.

9.11.2.7 Selling Restrictions

The distribution of this Prospectus and the sale of the Units, Public Shares and the Public Warrants may be restricted by law in certain jurisdictions. No action has been or will be taken by the Company or the Manager to permit a public offering of the Units, Public Shares or the Public Warrants, where additional actions for that purpose may be required.

Accordingly, neither this Prospectus nor any advertisement or any other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus comes are required to inform themselves about and observe any such restrictions, including those set out in the following paragraphs. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

9.11.2.7.1 Selling Restrictions for the United States

The Company does not intend to register either the Units, Public Shares or the Public Warrants in the United States, or to conduct a public offering of shares in the United States. The Units, Public Shares and the Public Warrants are not and will not be registered pursuant to the provisions of the Securities Act or with securities regulators of individual states of the United States. The Units, Public Shares or Public Warrants may not be offered, sold or delivered, directly or indirectly, in or into the United States, except pursuant to an exemption from the registration and reporting requirements of the United States securities laws and in compliance with all other applicable United States legal requirements. The Units, Public Shares and the Public Warrants may only be sold in or into the United States to persons who are QIBs as defined in, and in reliance on, Rule 144A and outside the United States to non-U.S. persons in accordance with Rule 903 of Regulation S and in compliance with other United States legal requirements. As a result, the Company and the Manager have each represented and agreed that it has not engaged in, and will not engage in, any (i) "direct selling efforts" as defined in Regulation S or (ii) "general advertising" or "general solicitation", as defined in Regulation D under the Securities Act, in relation to the Units, Public Shares or the Public Warrants. Any offer or sale of Units, Public Shares or Public Warrants in reliance on Rule 144A will be made by broker dealers who are registered as such under the Securities Act. The terms used above and not otherwise defined shall have the meanings ascribed to them by Regulation S and Rule 144A under the Securities Act.

In addition, until 40 days after the commencement of the Private Placement, an offer or sale of Units, Public Shares or Public Warrants within the United States by any dealer, whether or not participating in the Private Placement, may violate the registration requirements of the Securities Act, if such offer or sale does not comply with Rule 144A or another exemption from registration under the Securities Act.

In addition, investors should note that Units, Public Shares or the Public Warrants may not be acquired or held by any of the following (each, a "**Plan**"): (i) an "employee benefit plan" (within the meaning of Section 3(3) of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time ("**ERISA**") that is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Internal Revenue Code of 1986, as amended ("**U.S. Tax Code**") or any other provisions under any law that would have the same effect as Section 4975 of the U.S. Tax Code (a "**Similar Law**"), or (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement pursuant to ERISA (including pursuant to the "**Plan Asset Regulations**" as defined below), the Code or any applicable Similar Law.

9.11.2.7.2 Selling Restrictions for the United Kingdom

In the United Kingdom, this Prospectus is only addressed and directed to investors (i) who have professional experience in matters relating to investments falling within Article 19 para. 5 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order"), and/or (ii) who are high net worth entities falling within Article 49 para. 2 lit. a) through d) of the Order and (iii) other persons to whom it may otherwise lawfully be communicated (all such persons together being referred to as "Relevant Persons"). In the United Kingdom, the Public Shares and Public Warrants are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire Public Shares and Public Warrants in the United Kingdom will only be engaged with, Relevant Persons. Any person in the United Kingdom who is not a Relevant Person should not act or rely on this Prospectus or any of its contents.

9.11.2.7.3 Selling Restrictions for the EEA

In relation to each member state of the EEA, no offer is being made or will be made to the public of any Units in that state, except that offers to the public of Units in any member state of the EEA are permitted to legal entities which are qualified investors as defined in Article 2 para. 1 lit. e) of the Prospectus Regulation, provided that no such offer of Units shall result in a requirement for the Company or the Manager to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or a supplement to a prospectus pursuant to Article 16 of the Prospectus Regulation.

For the purposes of this Prospectus, the expression "offer to the public" in relation to any Public Shares or Public Warrants in any member state of the EEA means a communication to persons in any form and by any means, presenting sufficient information on the terms of the Private Placement and the Public Shares or Public Warrants, so as to enable an investor to decide to purchase or subscribe to Public Shares or Public Warrants, including any placing of Public Shares or Public Warrants through financial intermediaries.

9.11.2.8 Potential Conflicts of Interest

In connection with the Private Placement and the admission to trading of the Company's Public Shares and Public Warrants the Manager has entered into a contractual relationship with the Company.

The Manager is acting for the Company on the Private Placement and coordinates the structuring and execution of the Private Placement. Upon successful implementation of the Private Placement, the Manager will receive a commission. As a result of these contractual relationships, the Manager has a financial interest in the success of the Private Placement on the best possible terms.

Furthermore, the Manager and any of its affiliates, acting as investors for its own accounts, may acquire Units in the Private Placement as a principal and in that capacity may retain, purchase or sell for its own account such securities or related investments and may offer or sell such securities or other investments outside the Private Placement. In addition, the Manager or its affiliates may enter into financing arrangements, including swaps or contracts for differences, with investors in connection with which the Manager or its affiliates may, from time to time, acquire, hold or dispose of Units, Public Shares or Public Warrants in the Company.

The Manager is acting exclusively for the Company and for no one else and will not regard any other person (whether or not a recipient of this Prospectus) as its clients in relation to the Private Placement and will not be responsible to anyone other than to the Company for giving advice in relation to the Private Placement and for the listing and trading of the Public Shares, the Public Warrants and/or any other transaction or arrangement referred to in this Prospectus.

The Manager and/or its affiliates may in the future, from time to time, engage in commercial banking, investment banking and financial advisory and ancillary activities in the ordinary course of their business with the Company or any parties related to it, in respect of which they have and may in the future receive customary fees and commissions.

9.11.3 Founder Agreement

The Founder and the Company have entered into a founder agreement (the "**Founder Agreement**").

Pursuant to the Founder Agreement, the Founder has committed not to transfer, assign, pledge or sell any of the Founder Shares and Founder Warrants other than to Permitted Transferees in accordance with the Founder Lock-Up. From the consummation of the Business Combination, the Public Shares received by the Founder as a result of conversion of its Founder Shares in accordance with the Promote Schedule, as well as the Founder Warrants, will become transferrable if, at any time, the closing price of the Public Shares equals or exceeds €15.00 for any 20 trading days within any 30-trading day period, commencing no earlier than 150 days following the date of the consummation of the Business Combination. Any Permitted Transferees will be subject to the same restrictions as the Founder with respect to any Founder Shares and Founder Warrants.

The foregoing restrictions are not applicable to transfers (a) to the members of the Board of Directors or, in case an advisory board is established at the level of the Company, the members of such advisory board, any affiliates or family members of any members of the Board of Directors, any members or partners of the Founder or its affiliates, any affiliates of the Founder, or any employees of such affiliates; (b) in the case of an individual, by gift to a member of one of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family, an affiliate of such person or to a charitable organization; (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, pursuant to a qualified domestic relations order; (e) by private sales or transfers made in connection with the consummation of a Business Combination at prices no greater than the price at which the Founder Shares and Founder Warrants were originally purchased; (f) in the form of pledges, charges or any other security interest granted to any lenders or other creditors, (g) of Founder Shares and Founder Warrants pursuant to enforcement of any security interest entered into in accordance with (f); (h) by virtue of the Founder's organizational documents upon liquidation or dissolution of the Founder; (i) to the Company for no value for cancellation in connection with the consummation of the Business Combination; (j) in the event of the liquidation of the Company prior to the completion of the Business Combination; or (k) in the event of the completion of a liquidation, merger, share exchange or other similar transaction concerning the Company which results in all of the holders of Public Shares having the right to exchange their Public Shares for cash, securities or other property subsequent to the completion the Business Combination; provided, however, that in the case of clauses (a) through (g) these Permitted Transferees must enter into a written agreement agreeing to be bound by these transfer restrictions and the other restrictions included in the Founder Agreement.

The Founder has further agreed to vote all shares in the Company beneficially owned by them, whether acquired before, in or after the Private Placement, in favor of a Business Combination.

Furthermore, the Founder has agreed, (i) to waive any right to exercise redemption rights with respect to any of the Public Shares owned or to be owned by the Founder, directly or indirectly, whether such Public Shares be Founder Shares converted into Public Shares or Public Shares, and agreed not to seek redemption with respect to such Shares (or sell such Shares to the Company in any tender offer) in connection with any shareholder vote to approve (a) a Business Combination or (b) an amendment to the Articles of Association that would affect the substance or timing of the Company's obligation to redeem 100% of the Public Shares if the Company has not consummated a Business Combination within the Business Combination Deadline; (ii) to waive any and all right, title, interest or claim of any kind in or to any distribution of the Escrow Account (except for (a) the repayment for any unused portion of the Additional Founder Subscription, if any, and (b) in case of a liquidation of the Company, any excess amounts remaining after the redemption of all Public Shares) and any remaining net assets of the Company as a result of a liquidation of the Company with respect to the Founder Shares held by the Founder, provided that if the Founder has acquired Public Shares in or after the Private Placement, it will be entitled to

liquidating distributions from the Escrow Account with respect to such Public Shares in the event that the Company fails to consummate a Business Combination within Business Combination Deadline; and (iii) to waive any and all right, title, interest or claim of any kind in or to any dividend or distribution of the Company in regard of their Founder Shares, provided that if the Founder has acquired Public Shares in or after the Private Placement, it will be entitled to dividends and distributions from the Company with respect to such Public Shares.

Pursuant to the Founder Agreements, neither the Founder nor any affiliate of the Founder will be entitled to receive and will not accept any compensation or other cash payment from the Company prior to, or for services rendered in order to effectuate, the consummation of the Business Combination. In addition, the Founder acknowledges and agrees that prior to entering into a definitive agreement for a Business Combination with a target business in which the Founder or any of its affiliates, solely or jointly, hold 20% or more of the shares, the Company must obtain an opinion from an independent investment banking firm or an independent accounting firm that the consideration paid for such Business Combination is fair from a financial point of view.

9.11.4 Warrant Purchase Agreement with Founder

Pursuant to an agreement between the Founder and the Company, the Founder has agreed*, inter alia*, under the Founder At-Risk Capital to subscribe to an aggregate of 4,733,333 Founder Warrants at a price of €1.50 per Founder Warrant (€7,100,000 in the aggregate) in a private placement that occurred immediately prior to the date of this Prospectus. Pursuant to a Shareholder Loan entered into between the Founder and the Company, the Founder has the option right to set off the principal amount (€1,500,000) due under the Shareholder Loan against the aggregate subscription price for these 4,733,333 Founder Warrants. The Shareholder Loan was terminated immediately prior to the date of this Prospectus.

The proceeds from this private placement will be used to finance the working capital and Private Placement and Listing expenses, except for the Deferred Listing Commission, that will, if and when due and payable, be paid from the Escrow Account, as well as due diligence costs in connection with the Business Combination.

In addition, under the Additional Founder Subscription, the Founder subscribed to 325,000 Founder Shares and 108,333 Founder Warrants, representing €3,250,000. Should the Escrow Account be subject to negative interest rates, such negative interest shall be covered by the proceeds from the Additional Founder Subscription up to an amount equal to the Additional Founder Subscription, which will also be placed in the Escrow Account, thus allowing for a redemption of the Public Shares at a price of at least €10.00 per share. For any excess portion of the Additional Founder Subscription remaining after consummation of the Business Combination and redemption of Public Shares, the Founder may elect to either (i) request repayment of the remaining cash portion of the Additional Founder Subscription by redeeming the corresponding number of Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription or (ii) keep the Founder Shares and Founder Warrants subscribed for under the Additional Founder Subscription (in which case the Company may keep the remaining cash portion of the Additional Founder Subscription for discretionary use).

10. SHARE CAPITAL OF THE COMPANY AND APPLICABLE REGULATIONS

10.1 Current Share Capital; Shares

As of the date of this Prospectus, the share capital of the Company is denominated in euro and amounts to €607,800, represented by 20,000,000 Public Shares and 5,325,000 Founder Shares at a par value of €0.024 each. The Founder Shares are subject to the transfer limitations (Founder Lock-Up) which are also reflected in the Articles of Associations.

The share capital will be fully paid up.

The Board of Directors on April 16, 2021, resolved on the creation of the Public Shares in dematerialized form, and that any future Public Shares shall be issued in dematerialized form only, which are subject to the Luxembourg law of April 6, 2013 on dematerialized securities, as amended. All of the Public Shares in dematerialized form will be registered with the single securities issuance account with the settlement organization LuxCSD S.A., 42, Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg ("**LuxCSD**"). Dematerialized shares are only represented, and ownership of the shareholder over such Public Shares is only established by a record in the securities account. LuxCSD may, however, issue or request the Company to issue certificates relating to the Public Shares for the purpose of the international circulation thereof. The transfer of a dematerialized share occurs by book entry (*virement de compte à compte*).

The Company may suspend voting rights of Public Shares concerned in case information provided with respect to a holders' securities account are false, or incomplete until the correction and/or completion of such information. The Company will further recognize only one holder per Public Share, and may suspend all rights attached to a Public Share in case such Public Share is held by more than one person, until a single representative of co-owners is appointed.

10.2 Development of the Share Capital

The Company's Initial Share Capital of €120,000 remained the same from its formation on March 23, 2021 until the resolution on the authorized capital described below.

The Company's share capital has been raised from the Initial Share Capital of €120,000 to €607,800 as of the date of this Prospectus by a resolution of the Board of Directors dated on April 30, 2021, under the authorized capital.

10.3 Authorized Capital

Pursuant to the Articles of Association, the Company may issue at the consummation of the Private Placement up to 503,853,350 additional Class A Shares and 325,000 Founder Shares, and thus increase the share capital of the Company by an amount of up to €12,100,280.40. The authorized capital is intended for the issuance of Class A Shares (i) in the Private Placement, (ii) as potential consideration for the sellers of the target company in the Business Combination, (iii) as shares to be issued in a potential PIPE in connection with the Business Combination and (iv) for the exercise of the Public Warrants and the Founder Warrants. The authorized capital is further intended for the issuance of Class B Shares in connection with the Additional Founder Subscription.

During a period of five (5) years from the date of incorporation or any subsequent resolutions to create, renew or increase the authorized capital, the Board of Directors is authorized to issue Class A Shares and/or Class B Shares, to grant options to subscribe for Class A Shares and to issue any other instruments, such as convertible warrants, giving access to shares within the limits of the authorized capital to such persons and on such terms as they shall see fit and specifically to proceed to such issue with limitation or removal of the preferential right to subscribe to the shares issued for the existing shareholders, and it being understood, that any issuance of such instruments will reduce the available authorized capital accordingly.

The authorized capital of the Company may be increased or reduced by a resolution of the general shareholders' meeting adopted in the manner required for an amendment of the Articles of Association.

The authorization may be renewed through a resolution of the general shareholders' meeting adopted in the manner required for an amendment of the Articles of Association and subject to the provisions of Luxembourg law, each time for a period not exceeding five (5) years.

10.4 General Rules on Allocation of Profits and Dividend Payments

At the end of each financial year, the accounts are closed and the Board of Directors draws up an inventory of the Company's assets and liabilities, the statement of financial position and the statement of comprehensive income in accordance with Luxembourg law.

Of the annual net profits of the Company, 5% at least shall be allocated to the legal reserve, which cannot be distributed. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of such reserve amounts to 10% of the share capital of the Company.

Sums contributed to a reserve of the Company may also be allocated to the legal reserve.

In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed 10% of the share capital.

Prior to the Business Combination and thereafter until the Founder Shares convert into Public Shares in accordance with the Promote Schedule, the Founder Shares will not have any rights to dividends and distributions and will not participate in any liquidation proceeds (prior to the redemption of the Public Shares). Only once the Founder Shares are converted into Public Shares will they carry full dividend rights that will allow them to participate in not previously distributed dividends.

Upon recommendation of the Board of Directors, the general shareholders' meeting shall determine how the remainder of the Company's profits shall be used in accordance with Luxembourg law and the Articles of Association. In the event that distributions are made after the date of consummation of the Business Combination, each Share shall be entitled to receive the same amount. Distributions shall be made to the shareholders in proportion to the number of Shares they hold in the Company.

The payment of the dividends to a depositary operating principally with a settlement organization in relation to transactions on securities, dividends, interest, matured capital or other matured monies of securities or of other financial instruments being handled through the system of such depositary discharges the Company. Said depositary shall distribute these funds to his depositors according to the amount of securities or other financial instruments recorded in their name.

10.5 General Provisions Governing the Liquidation of the Company

The liquidation of the Company occurs substantially in the same manner as pursuant to "*Section 7.5.11 – Liquidation if no Business Combination*", irrespective of whether the liquidation occurs in the absence of, or in presence of a Business Combination.

10.6 General Provisions Governing a Change in the Share Capital

The share capital may be increased or decreased by a resolution of the general shareholders' meeting, adopted in the manner required for an amendment of the Articles of Association.

The Articles of Association authorize the Board of Directors (and will, following the restatement of the Articles of Association set to occur prior to the Admission Date, authorize the Board of Directors) to increase the share capital of the Company by a certain maximum amount fixed in the Articles of Association. The Board of Directors will be authorized for a period starting on the date of the general shareholders' meeting that has amended the Articles of Association to include the authorized capital and expiring on the fifth anniversary of such date, to increase the share capital up to the amount of the authorized capital, in whole or in part from time to time. As of the date of this Prospectus, Article 6 of the Articles of Association provides that the authorized capital of the Company amounts to €11,612,480.40 represented by a maximum of 483,853,350 Public Shares without nominal value. In case of an increase of the share capital through a decision of the Board of Directors, such a decision needs to be recorded in a notarial deed of acknowledgment subsequently. Share capital increases may be made subject to and out of available reserves (including share premium) of the Company, against payment in cash or against payment in kind. In case of a share capital increase of the Company against payment in kind, in principle a report from an independent auditor *(réviseur d'entreprises agréé*) is required to confirm that the value of the contribution corresponds at least to the subscription price (accounting par value and share premium, if any) of the newly issued Shares.

In the case of a share capital increase against payment in cash, existing shareholders have a preferential subscription right *pro rata* to their participation in the share capital prior to its increase (no preferential subscription right applies in case of a share capital increase against contribution in kind). The Board of Directors shall determine the period of time during which such preferential subscription right may be exercised and which may not be less than 14 days from the opening of the subscription period, which shall be announced in a notice setting such subscription period which shall be published on the RESA as well as a newspaper published in Luxembourg. If after the end of the subscription period not all of the preferential subscription rights offered to the existing shareholder(s) have been subscribed by the latter, third parties may be allowed to participate in the share capital increase, except if the Board of Directors decides that the preferential subscription rights shall be offered to the existing shareholders who have already exercised their rights during the subscription period, in proportion to the portion their shares represent in the same category of shares in the share capital, the modalities for the subscription are determined by the Board of Directors. The Board of Directors may also decide in such case that the share capital shall only be increased by the amount of subscriptions received by the shareholder(s) of the Company.

Such right may be waived by the relevant shareholders and it may as well be limited or suppressed by the general shareholders' meeting or by the Board of Directors deciding the share capital increase. The decision to limit or suppress the preferential subscription right must be justified in a written report of the Board of Directors to the general shareholders' meeting, indicating in particular the proposed subscription price for the new Shares. The new Shares will be issued by excluding the preferential subscription right of existing shareholders.

Pursuant to Article 420-26 of the Luxembourg Company Law, the preferential subscription rights of existing shareholders in case of a capital increase by means of a contribution in cash may not be restricted or withdrawn by the Articles of Association. Nevertheless, the Articles of Association may authorize the Board of Directors to withdraw or restrict these preferential subscription rights in relation to an increase of capital made within the limits of the authorized capital. Such authorization is only valid for a maximum of five years from publication on the RESA of the relevant amendment of the Articles of Association. It may be renewed on one or more occasions by the extraordinary general shareholders' meeting, deliberating in accordance with the requirements for amendments to the Articles of Association, for a period that, for each renewal, may not exceed five years. The Board of Directors must draw up a report to the general shareholders' meeting on the detailed reasons for the restriction or withdrawal of the preferential subscription rights, which must include in particular the proposed issue price. As of the date of this Prospectus, the Articles of Association authorize the Board of Directors to increase the share capital and to restrict or withdraw the preferential subscription rights of shareholders in relation to an increase of capital made within the limits of the authorized capital.

In addition, an extraordinary general shareholders' meeting called upon to resolve, on the conditions prescribed for amendments to the Articles of Association, either upon an increase of the share capital or upon the authorization to increase the share capital, may limit or withdraw preferential subscription rights or authorize the Board of Directors to do so. Any proposal to that effect must be specifically announced in the convening notice. Detailed reasons must therefore be set out in a report prepared by the Board of Directors and presented to the extraordinary general shareholders' meeting dealing, in particular, with the proposed issue price. This report must be made available to the public at the Company's registered office, and on its website. An issuance of shares to banks or other financial institutions with a view to their being offered to the shareholders of the Company in accordance with the decision relating to the increase of the subscribed capital does not constitute an exclusion of the preferential subscription rights pursuant to the Luxembourg Company Law.

The share capital may be decreased by a resolution of the general shareholders' meeting, adopted in the manner required for an amendment of the Articles of Association. In case of a share capital decrease all shareholders have the right to participate *pro rata* in the share capital reduction. In the event of a decrease of the share capital with a repayment to the shareholders or a waiver of their obligation to pay up their Shares, creditors whose claims predate the publication of the minutes of the extraordinary general shareholders' meeting on the RESA may, within 30 days from such publication, apply for the constitution of securities to the judge presiding the chamber of the district court (*Tribunal d'Arrondissement*) dealing with commercial matters and sitting as in urgency matters. The judge may only reject such an application if the creditor already has adequate safeguards or if such securities are unnecessary with regard to the assets of the Company. No payment may be made or waiver given to the shareholders until such time when the creditors have obtained satisfaction or until the judge presiding the chamber of the district court (*Tribunal d'Arrondissement*) dealing with commercial matters and sitting as in urgency matters has ordered that their application should not be granted. No creditor protection rules apply in the case of a reduction in the subscribed capital for the purpose of offsetting losses incurred which are not capable of

being covered by means of other own funds or to include sums in a reserve provided that such reserve does not exceed 10% of the reduced subscribed capital.

10.7 Mandatory Takeover Bids and Exclusion of Minority Shareholders

10.7.1 Mandatory Bids, Squeeze-Out and Sell-Out Rights

The Luxembourg law of May 19, 2006 on takeover bids, as amended (the "**Luxembourg Takeover Law**"), provides that if a person, acting alone or in concert, obtains voting securities of the Company which, when added to any existing holdings of the Company's voting securities, give such person control over the Company, which under the Luxembourg Takeover Law is set at $33^1/_3$% of all of the voting rights attached to the voting securities in the Company, this person is obliged to launch a mandatory bid for the remaining voting securities in the Company at a fair price.

Following the implementation of Directive 2004/25/EC of the European Parliament and of the Council of April 21, 2004 on takeover bids (the "**Takeover Directive**"), any voluntary bid for the takeover of the Company and any mandatory bid will be subject to shared regulation by the CSSF pursuant to the Luxembourg Takeover Law, which has implemented the Takeover Directive into Luxembourg law, and by the BaFin pursuant to the German Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*).

Under the shared regulation regime, German takeover law applies to the matters relating to the consideration offered, the bid procedure, the content of the offer document and the procedure of the bid. The German Regulation on the Applicability of the Takeover Code (*WpÜG-Anwendbarkeitsverordnung*) specifies the applicable provisions in more detail. Matters regarding company law (and related questions), such as, for instance, the question relating to the percentage of voting rights which give control over a company and any derogation from the obligation to launch a bid or regarding information to be provided to employees of the target company, and, to the extent applicable, any sell-out or squeeze-out procedures further to a voluntary or mandatory takeover bid, will be governed by Luxembourg law.

The Luxembourg Takeover Law provides that, when an offer (mandatory or voluntary) is made to all of the holders of voting securities of the Company and the bidder holds voting securities representing not less than 95% of the share capital that carry voting rights to which the offer relates and 95% of the voting rights in the Company, the bidder may require the holders of the remaining voting securities to sell those securities to the bidder. The price offered for such securities must be a "fair price." The price offered in a voluntary offer would in principle be considered a "fair price" in the squeeze-out proceedings if at least 90% of the securities comprised in the bid were acquired in such voluntary offer. The price paid in a mandatory offer in principle is deemed a "fair price." The consideration paid in the squeeze-out proceedings must take the same form as the consideration offered in the offer or consist solely of cash. Moreover, an all-cash option must be offered to the remaining shareholders of the Company. Finally, the right to initiate squeeze-out proceedings must be exercised within three months following the expiration of the acceptance period of the offer.

The Luxembourg Takeover Law provides that, when an offer (mandatory or voluntary) is made to all of the holders of voting securities of the Company and if after such offer the bidder (and any person acting in concert with the bidder) holds voting securities carrying more than 90% of the voting rights in the Company, the remaining security holders may require that the bidder purchase the remaining voting securities at a "fair price". The price offered in a voluntary offer would in principle be considered "fair" in the sell-out proceedings if at least 90% of the securities comprised in the bid were acquired in such voluntary offer. The price paid in a mandatory offer is in principle deemed a "fair price." The consideration paid in the sell-out proceedings must take the same form as the consideration offered in the offer or consist solely of cash. Moreover, an all-cash option must be offered to the remaining shareholders of the Company. Finally, the right to initiate sell-out proceedings must be exercised within three months following the expiration of the acceptance period of the offer.

Where the Company has issued more than one class of voting securities, the rights of squeeze-out and sell-out described in the last two preceding paragraphs can be exercised only in the class in which the relevant thresholds have been reached.

10.7.2 Luxembourg Mandatory Squeeze-Out and Sell-Out Law

The Company falls under the scope of the Luxembourg law of July 21, 2012 on the mandatory squeeze-out and sell-out of securities of companies currently admitted or previously admitted to trading on a regulated market

or having been offered to the public (the "**Luxembourg Mandatory Squeeze-Out and Sell-Out Law**"). The Luxembourg Mandatory Squeeze-Out and Sell-Out Law provides that if a majority shareholder (for the purpose of the Luxembourg Mandatory Squeeze-Out and Sell-Out Law, a "**Majority Shareholder**" means any natural or legal person, holding alone or with persons acting in concert it, directly or indirectly at least 95% of the Company's capital carrying voting rights and 95% of the voting rights of the Company), (i) such Majority Shareholder may require the holders of the remaining shares or other voting securities to sell those remaining securities (the "**Mandatory Squeeze-Out**"); and (ii) the holders of the remaining shares or securities may require such Majority Shareholder to purchase those remaining shares or other voting securities (the "**Mandatory Sell-Out**"). The Mandatory Squeeze-Out and the Mandatory Sell-Out must be exercised at a fair price according to objective and adequate methods applying to asset disposals. The procedures applicable to the Mandatory Squeeze-Out and the Mandatory Sell-Out must be carried out in accordance with the Luxembourg Mandatory Squeeze-Out and Sell-Out Law and under the supervision of the CSSF.

10.8 Amendment to the Rights of Shareholders

Any amendments to the Articles of Association, including amendments affecting the rights of the shareholders as set out in the Articles of Association, require the amendment of the Articles of Association. An amendment to the Articles of Association must be approved by an extraordinary general shareholders' meeting of the Company held in front of a Luxembourg notary in accordance with the quorum and majority requirements applicable to an amendment to the Articles of Association. The quorum requirement is met if at least one half of all the shares issued and outstanding are present or represented at the extraordinary general shareholders' meeting. In the event the required quorum is not reached at the first extraordinary general shareholders' meeting, a second extraordinary general shareholders' meeting may be convened, through a new convening notice, at which shareholders can validly deliberate and decide regardless of the number of shares present or represented. A 2/3 majority of the votes cast by the shareholders present or represented is required at any such general shareholders' meeting. The Articles of Association do not provide for any specific conditions that are stricter than required by Luxembourg law.

10.9 Shareholdings Disclosure Requirements

10.9.1 Luxembourg Transparency Law

Holders of the shares and other financial instruments linked to the shares may become subject to notification obligations pursuant to the Luxembourg law of January 11, 2008 on transparency requirements regarding information about issuers whose securities are admitted to trading on a regulated market, as amended (the "**Luxembourg Transparency Law**"). In case of doubt, holders are advised to consult with their own legal advisers to determine whether they are subject to notification obligations deriving from the Luxembourg Transparency Law.

10.9.1.1 Shares and voting rights

The Luxembourg Transparency Law provides that, if a person acquires or disposes of shares in the Company, including depositary receipts representing shares, and to which voting rights are attached, even if the exercise thereof is suspended (if any), in the Company, and if following the acquisition or disposal the proportion of voting rights held by the person reaches, exceeds or falls below one of the thresholds of 5%, 10%, 15%, 20%, 25%, $33^{1}/_{3}$%, 50% or $66^{2}/_{3}$% (each a "**Relevant Threshold**") of the total voting rights existing when the situation giving rise to a declaration occurs, such person must simultaneously notify the Company and the CSSF of the proportion of voting rights held by it further to such event.

The voting rights shall be calculated on the basis of all the shares in the Company, including depositary receipts (if any), and to which voting rights are attached, even if exercise thereof is suspended.

This information shall also be given in respect of all the shares in the Company, including depositary receipts representing shares, if any, which are in the same class and to which voting rights are attached.

A person must also notify the Company and the CSSF of the proportion of his or her voting rights if that proportion reaches, exceeds or falls below a Relevant Threshold as a result of events changing the breakdown of voting rights such as an increase or decrease of the total number of voting rights and capital having occurred.

The same notification requirements apply to a natural person or legal entity to the extent they are entitled to acquire, to dispose of, or to exercise voting rights in any of the following cases or a combination of them:

(a) voting rights held by a third party with whom that person or entity has concluded an agreement, which obliges them to adopt, by concerted exercise of the voting rights they hold, a lasting common policy towards the management of the Company;
(b) voting rights held by a third party under an agreement concluded with that person or entity providing for the temporary transfer for consideration of the voting rights in question;
(c) voting rights attaching to shares which are lodged as collateral with that person or entity, provided the person or entity controls the voting rights and declares their intention of exercising them;
(d) voting rights attaching to shares in which that person or entity has the life interest;
(e) voting rights which are held, or may be exercised within the meaning of points (a) to (d), by an undertaking controlled by that person or entity;
(f) voting rights attaching to shares deposited with that person or entity which the person or entity can exercise at his/her/its discretion in the absence of specific instructions from the shareholders;
(g) voting rights held by a third party in its own name on behalf of that person or entity; and
(h) voting rights which that person or entity may exercise as a proxy where the person or entity can exercise the voting rights at his/her/its discretion in the absence of specific instructions from the shareholders.

10.9.1.2 Specific financial instruments

The notification requirements which apply to shares in the Company, including, as may be the case, depositary receipts representing shares to which voting rights are attached, even if the exercise thereof is suspended (see above), also apply to a natural person or legal entity that holds, directly or indirectly:

(i) financial instruments that, on maturity, give the holder, under a formal agreement, either the unconditional right to acquire or the discretion as to his right to acquire shares, to which voting rights are attached, already issued by the Company, or
(ii) financial instruments which are not included in point (i) above but which are referenced to the shares referred to in that point and with an economic effect similar to that of the financial instruments referred to in that point, whether or not they confer a right to a physical settlement.

The notification required shall include the breakdown by type of financial instruments held in accordance with point (i) above and financial instruments held in accordance with point (ii) above, distinguishing between the financial instruments which confer a right to a physical settlement and the financial instruments which confer a right to a cash settlement.

The number of voting rights shall be calculated by reference to the full notional amount of shares underlying the financial instrument except where the financial instrument provides exclusively for a cash settlement, in which case the number of voting rights shall be calculated on a 'delta-adjusted' basis, by multiplying the notional amount of underlying shares by the delta of the instrument. For this purpose, the holder shall aggregate and notify all financial instruments relating to the Company. Only long positions shall be taken into account for the calculation of voting rights. Long positions shall not be netted with short positions relating to the Company.

For the purposes of the aforesaid, the following shall be considered to be financial instruments, provided they satisfy any of the conditions set out in points (i) or (ii) above:

(a) transferable securities;
(b) options;
(c) futures;
(d) swaps;
(e) forward rate agreements;
(f) contracts for differences; and
(g) any other contracts or agreements with similar economic effects which may be settled physically or in cash.

10.9.1.3 Aggregation

The notification requirements described under the two preceding indents above shall also apply to a natural person or a legal entity when the number of voting rights held directly or indirectly by such person or entity

aggregated with the number of voting rights relating to specific financial instruments held directly or indirectly reaches, exceeds or falls below a Relevant Threshold. Any such notification shall include a breakdown of the number of voting rights attached to shares or, as may be the case, depositary receipts representing shares, and voting rights relating to financial instruments.

Voting rights relating to specific financial instruments that have already been notified to that effect shall be notified again when the natural person or the legal entity has acquired the underlying shares and such acquisition results in the total number of voting rights attached to shares issued by the same issuer reaching or exceeding a Relevant Threshold.

10.9.1.4 Notifications

Notifications to the Company and the CSSF must be effected promptly, but not later than four trading days after the date on which the shareholder, or person to whom the voting rights are attributed as set out above (i) learns of the acquisition or disposal or of the possibility of exercising voting rights, or on which, having regard to the circumstances, should have learned of it, regardless of the date on which the acquisition, disposal or possibility of exercising voting rights takes effect, or (ii) is informed of an event changing the breakdown of voting rights by the Company. Upon receipt of the notification, but not later than three trading days thereafter, the Company must make public all the information contained in the notification as regulated information within the meaning of the Luxembourg Transparency Law.

10.9.2 Luxembourg Mandatory Squeeze-Out and Sell-Out Law

Pursuant to Article 3 of the Luxembourg Mandatory Squeeze-Out and Sell-Out Law, any holder of shares or other voting securities, including depositary receipts in respect of shares to which the possibility to give a voting instruction with respect to the shares is attached, notify the Company and the CSSF whenever (i) such holder becomes a Majority Shareholder, (ii) such holder ceases to be a Majority Shareholder, or (iii) such holder is a Majority Shareholder and acquires additional shares or other voting securities, including certificates over shares to which the possibility to give a voting instruction with respect to the shares is attached. The notification any such holder must give to the Company and the CSSF must contain at least the exact percentage of the holder's holding, a description of the transaction that triggered the notification requirement, the effective date of such transaction, the identity of the shareholder and the way the shares or other voting securities, including depositary receipts in respect of shares to which the possibility to give a voting instruction with respect to the shares is attached, are being held.

The notification to the Company and the CSSF must be effected as soon as possible, but not later than four working days after obtaining knowledge of the effective acquisition or disposal or of the possibility of exercising or not the voting rights or after the day on which he/she/it should have learnt of it, having regard to the circumstances, regardless of the date on which the acquisition, disposal or possibility of exercising the voting rights take effect. Upon receipt of the notification, but no later than three working days thereafter, the Company must make public all the information contained in the notification in a manner ensuring fast access to the information and on a non-discriminatory basis.

11. GOVERNING BODIES OF THE COMPANY

11.1 Overview

The Company's governing bodies are the Board of Directors and the shareholders' meeting. The Company is managed by its Board of Directors which must be composed of a minimum of three members, to be appointed by the general shareholders' meeting for a maximum term of six years. The powers of these governing bodies are determined by the Luxembourg Company Law, the Articles of Association of the Company and the internal rules of procedure of the Board of Directors. The rules of procedure are intended to be resolved with the terms described in this Prospectus immediately upon its approval by the CSSF and prior to its publication.

11.2 Board of Directors

The Board of Directors is vested with the broadest powers to take any actions necessary or useful to fulfil the Company's corporate object, with the exception of the actions reserved by law or by the Company's Articles of Association to the general shareholders' meeting (in particular decisions affecting the Articles of Association, such as for example capital increases, capital reductions, mergers, a change of the legal form of the Company). Decisions of the Board of Directors are adopted at meetings where at least a majority of the directors are present or represented and resolutions are adopted with the affirmative vote of a majority of the directors present or represented at such meeting.

In accordance with article 441-10 of the law of August 10, 1915 governing commercial companies, as amended, the Company's daily management and the Company's representation in connection with such daily management may be delegated to one or several members of the Board of Directors or to any other person, shareholder or not, acting alone or jointly. Their appointment, revocation and powers shall be determined by a resolution of the Board of Directors.

According to its rules of procedure, the Board of Directors shall meet at least once every calendar quarter. In addition, Board of Directors meetings must be held without undue delay if one member of the Board of Directors requests so. Resolutions of the Board of Directors are adopted by a simple majority of the votes cast, unless other majorities are required by law, the Articles of Association or the internal rules of procedures.

Generally, the Board of Directors adopts resolutions in meetings. However, Board of Directors resolutions may also be adopted by circular means when expressing its approval in writing (by electronic mail or otherwise), provided that each of the members of the Board of Directors unanimously passes such resolutions by circular means.

11.2.1 Composition and Biographical Information

The table below lists the current members of the Board of Directors appointed up on formation of the Company on March 23, 2021.

Name	Age	Member since	Appointed until	Responsibilities
Executive Director				
Rolf Elgeti	44	2021	2026	Chairperson and Chief Executive Officer
Lars Wittan	43	2021	2026	Chief Financial Officer
Benjamin Barnett	43	2021	2026	Chief Investment Officer
Non-Executive Directors				
Richard Kohl	65	2021	2026	Chief Administrative Officer

The following description provides summaries of the *curricula vitae* of the current members of the Board of Directors and indicates their principal activities outside the Company to the extent those activities are significant with respect to the Company.

Rolf Elgeti was born in Rostock, Germany, in 1976.

Following his studies of business administration in Mannheim and Paris, which he completed in 1999 with a diploma, Mr. Elgeti worked from 1999 to 2000 as an equity strategist at UBS Warburg in London. From 2000 to 2004 he worked as an equity strategist at Commerzbank in London and became chief equity strategist from 2004

to 2007 at ABN AMRO. In addition, he has founded and managed various German real estate investment companies as an independent businessman since 2003 and was active from April 2007 until 2009 as a self-employed real estate fund manager and founder of Elgeti Ashdown Advisers Ltd. From October 2008 to June 2009 Mr. Elgeti was member of the supervisory board of TAG Immobilien AG before he moved to the management board of TAG Immobilien AG on 1 June 2009 and took up his position as CEO and chairman of the management board. In November 2014, Mr Elgeti moved to the supervisory board of TAG Immobilien AG, taking over as chairman and founding the investment company Obotritia Capital KGaA, based in Potsdam.

Alongside his office as a member of the Board of Directors, Mr. Elgeti is, or was within the last five years, a member of the administrative, management or supervisory bodies and/or a partner of comparable domestic or foreign companies and partnerships:

General Partner of Obotritia Capital KGaA

Since its founding in November 2014, Mr. Elgeti has been the general partner of Obotritia Capital. Obotritia Capital is the sole shareholder of

- Babelsberger Beteiligungs GmbH
- Bankhaus Obotritia GmbH
- Diana Immobilienkontor GmbH
- Försterweg Beteiligungs GmbH
- Obotritia Alpha Invest GmbH
- Obotritia Beta Invest GmbH
- Obotritia Gamma Invest GmbH
- Obotritia Delta Invest GmbH
- Obotritia Hotel GmbH
- Obotritia Hotel Betriebs GmbH
- Ortolan Capital GmbH

and the majority shareholder of Hevella Capital GmbH & Co. KGaA, who is also a shareholder of creditshelf Aktiengesellschaft and major shareholder of Deutsche Leibrenten Grundbesitz AG.

Rolf Elgeti is managing director of the following direct and indirect subsidiaries of Obotritia Capital:

- Amber Hotel Panorama Betriebs GmbH
- Amber Hotel Plaza Betriebs GmbH
- Babelsberger Beteiligungs GmbH
- Callirius GP S.à.r.l.
- Callirius HoldCo S.à r.l.
- Callirius PropCo 1 S.á.r.l
- Diana Immobilienkontor GmbH
- Diana Contracting GmbH
- ECONTEL Economy Hotel Verwaltungs GmbH
- Försterweg Beteiligungs GmbH
- Hotel Bellevue GmbH Hilden
- Hevella Beteiligungen GmbH
- Hevella Capital GmbH & Co. KGaA
- Nerthus Grundbesitz GmbH
- Nerthus Grundbesitz Elbe GmbH
- Nerthus Grundbesitz Sachsen GmbH
- Nerthus Grundbesitz West GmbH
- Obotritia Alpha Invest GmbH
- Obotritia Beta Invest GmbH
- Obotritia Gamma Invest GmbH
- Obotritia Delta Invest GmbH
- Obotritia Hotel Alken Betriebs GmbH

- Obotritia Hotel Bautzen Betriebs GmbH
- Obotritia Hotel Betriebs GmbH
- Obotritia Hotel Dienstleistungs GmbH
- Ortolan Capital GmbH
- Platin 1374. GmbH
- Solitaire Holdung GmbH
- Solitaire Verwaltungs GmbH & Co. KG

Furthermore, he is personally liable partner of EAA Grundbesitz Hamburg KG and EAA Grundbesitz Perleberg KG, which also belong to the group of Obotritia Capital.

Board Member of Deutsche Konsum REIT-AG and Deutsche Industrie REIT-AG

Rolf Elgeti is a member of the board of Deutsche Industrie REIT-AG. He was appointed to the executive board in the course of the transformation and renaming of Jägersteig Beteiligungsgesellschaft mbH into Deutsche Industrie Grundbesitz AG in August 2017 and has held this mandate ever since. Since obtaining the REIT (real estate investment trust) status in January 2018, the company is registered as Deutsche Industrie REIT-AG. Before its transformation into a stock corporation, Rolf Elgeti was the managing director of Jägersteig Beteiligungsgesellschaft mbH.

Rolf Elgeti is also a member of the board of Deutsche Konsum REIT-AG. He was appointed to the executive board in November 2014 in the course of the transformation and renaming of Stafford Grundbesitz GmbH into Deutsche Konsum Grundbesitz AG and has held this mandate ever since. Since obtaining the REIT status in January 2016, the company is registered as Deutsche Konsum REIT-AG. Before its transformation into a stock corporation, Rolf Elgeti was the managing director of Stafford Grundbesitz GmbH.

Managing Director of Midgard Beteiligungsgesellschaft mbH and Hotel FFP GmbH

In addition, Rolf Elgeti has been the sole shareholder and sole director of Midgard Beteiligungsgesellschaft mbH since 2007 and of Hotel FFP GmbH since 2017. Rolf Elgeti is also managing director of the following subsidiaries of Midgard Beteiligungsgesellschaft mbH:

- 13. Ostdeutschland Invest KG
- Auric Grundbesitz GmbH
- Elgeti Brothers GmbH
- WIT GmbH
- Wohntowers Amundsenstraße Rostock GmbH

During the past five years, Rolf Elgeti has also been managing director of Brecht-Tower Rostock GmbH.

General Partner of Various Property Companies

Finally, Rolf Elgeti is a personally liable partner of the following companies:

- 5. Elgeti Ostdeutschland Invest KG
- 6. Ostdeutschland Invest KG
- EFa Vermögensverwaltung KG
- Elgeti Grundbesitz Brunnenhof KG
- Elgeti Grundbesitz Caprice KG
- Elgeti Maenz Grundbesitz KG
- Elgeti Grundbesitz Hellersdorf KG
- Elgeti Grundbesitz Nordost KG
- Elgeti Grundbesitz Ostdeutschland KG
- Elgeti Grundbesitz Spandau KG
- Elgeti Grundbesitz Warnemünde KG
- Kiel Erste Grundbesitz KG

- Kiel Zweite Grundbesitz KG
- Rolf Elgeti & Co Invest KG

During the past five years, Mr. Elgeti also was general partner of Baltic Memorial KG. In addition, Rolf Elgeti is the managing director of Obotritia Alpha Invest GmbH, which is the general partner of TecCenter Vermietungs GmbH & Co. KG.

Current Supervisory Board Mandates

Rolf Elgeti is currently chairman of the supervisory board of TAG Immobilien AG (since 2014) and chairman of the supervisory board of Deutsche Leibrenten Grundbesitz AG (since 2015). In addition, Rolf Elgeti is a member of the advisory board of Laurus Property Partners and since 2016 member of the board of directors of NEXR Technologies SE. Since 2019 he is chairman of the board of directors of NEXR Technologies SE.

Since 2018, he is also a non-executive member of the board of directors of Highlight Event and Entertainment AG and since May 2018 chairman of the supervisory board of creditshelf Aktiengesellschaft, Frankfurt am Main, Deutschland.

And also since 2019 he is member of the audit committee of Bankhaus Obotritia GmbH and since August 2020 head of the supervisory board of Obotritia Hotel AG.

Additional Former Supervisory Board Mandates

In addition to his membership in the aforementioned supervisory boards, Rolf Elgeti has also been a member of the supervisory board of the following companies over the past five years:

- Fair Value REIT-AG
- Sirius Real Estate Limited

Former Positions as General Partners

Finally, Rolf Elgeti was general partner of the following companies in the last five years:

- Callirius PropCo 2 S.à.r.l.
- Callirius PropCo 3 S.á.r.l.
- Callirius PropCo 4 S.à.r.l.
- Elgeti Grundbesitz Alpha KG
- Elgeti Grundbesitz Nordost KG
- Elgeti Grundbesitz Tierpark KG
- Hevella Carbon GmbH
- Nerthus Grundbesitz Leipzig GmbH
- Nerthus Grundbesitz Rhein GmbH
- Obotritia Hotel GmbH
- Stavro Grundbesitz GmbH
- Ventana Grundbesitz GmbH

Other than listed above, Mr. Elgeti has not been a member of any administrative, management or supervisory body of any other company or partnership outside the Group within the last five years.

Lars Wittan was born in 1977 in Luckenwalde, Germany. He obtained a degree in business administration from the Berlin University of Cooperative Education, Berlin, Germany, in 2000. Mr. Wittan began his professional career in 2000 at Arthur Andersen Germany. In 2002, he moved to Ernst & Young AG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft (today Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft) as a result of a merger of the two companies. In 2006, he acquired the title of certified public accountant. From August 2007, Lars Wittan has been working for the Deutsche Wohnen Group in various management positions. In 2011, the supervisory board of the Company appointed Mr. Wittan to the management board with effect from October 1, 2011, and he had various functions within the management board of Deutsche Wohnen as Chief Financial Officer, Chief Investment Officer and as Chief Operating Officer until September 2019. He joined Obotritia Capital KGaA in 2019, where he is currently working as Chief Investment Officer (Germany).

Alongside his office as a member of the Board of Directors, Mr. Wittan is, or was within the last five years, a member of the administrative, management or supervisory bodies of and/or a partner in the following companies or partnerships:

Currently:

- Member of supervisory board Quarterback Immobilien AG
- Deputy chairman of supervisory board of Francotyp-Postalia Holding AG
- Deputy chairman of the supervisory board of Obotritia Hotel AG
- Advisory board of JFK Vermögensverwaltungs GmbH

Previously:

- Deputy CEO, COO of Deutsche Wohnen SE
- CEO of GSW Immobilien AG
- Chairman of supervisory board of Eisenbahn-Siedlungs-Gesellschaft Berlin mbH

Other than listed above, Mr. Wittan has not been a member of any administrative, management or supervisory body of any other company or partnership outside the Group within the last five years.

Benjamin Barnett was born in Los Angeles, California in 1977. He obtained a BA in Mathematics from Middlebury College in 2000. Mr. Barnett began his professional career as an investment banker at Donaldson, Lufkin & Jenrette in 2000. From 2002 to 2009 Mr. Barnett was a private equity executive at Fortress Investment Group. Mr. Barnett was a managing director at BECM from 2009-2011 and a Managing Partner at San Vicente Capital from 2012-2014. In 2014 Mr. Barnett joined Soros Fund Management where he worked until 2018. He joined Obotritia Capital KGaA in 2018, where he is currently Chief Investment Officer (International).

Alongside his office as a member of the Board of Directors, Mr. Barnett is, or was within the last five years, a member of the administrative, management or supervisory bodies of and/or a partner in the following companies or partnerships:

Currently:

- Towerview Healthcare Group Limited (Director)
- Alphaswap Limited (Director)
- Troubadour Theatres Limited (Director)

Previously

- Hispania Activos Inmobiliarios, Socimi, S.A. (Director)
- QF Featherstone Holdings DAC (Director)

Other than listed above, Mr. Barnett has not been a member of any administrative, management or supervisory body of any other company or partnership outside the Group within the last five years.

Richard Kohl was bom in Bitburg (Germany) in 1955. He obtained a degree in Commercial qualification from the Chamber of Commerce and Industry. Mr. Kohl began his professional career in Bitburg at the Company Riewer Stahlhandel. Then deputy head of finance and accounting at Arbed Stahl Luxembourg and Germany. Founding of Kohl & Partner in Trier - Germany in 1991. In 1998 founding of Kohl & Partner in Luxembourg. Board member until 2012, the move to the board directors.

Alongside his office as a member of the Board of Directors, Mr. Kohl is, or was within the last five years, a member of the administrative, management or supervisory bodies of and/or a partner in the following companies or partnerships:

Currently:

- Callirius GP S.a r.l.
- Callirius PropCol S.a r.l.
- ECTT S.A.
- Europa Transport S.A.
- Inter-Corus Finance Control S.A.
- Investboad International Holding S.a r.l.
- KOPALUX Trust S.a r.l
- Pecunia Invest S.A.
- Callirius HoldCo S.a r.l.
- Capital & Finance Investment S.A.
- EPS Holding S.A.
- Gamon Holding S.A.
- Investboad Beteiligung S.A.
- Keystone Asset Management S.A.
- Marketing Control S.A.

Other than listed above, Mr. Kohl has not been a member of any administrative, management or supervisory body of any other company or partnership outside the Group within the last five years

The members of the Board of Directors may be reached at the Company's office at 9, rue de Bitbourg, L-1273 Luxembourg, Luxembourg (tel.: +352 27 44 41 7714).

11.2.2 Contractual Arrangements with Members of the Board of Directors

We have no contractual arrangements with the members of the Board of Directors.

11.2.3 Compensation and Other Benefits of the Members of the Board of Directors

Prior to and following the Private Placement, Rolf Elgeti, Benjamin Barnett and Lars Wittan have not and will not receive compensation for their services as members of the Board of Directors. They will be compensated and incentivized through their position with the Founder.

Richard Kohl will receive a compensation in the amount of €10,000 per annum to be paid in quarterly installments for his services on the Board of Directors.

No other benefits have been granted to the members of the Board of Directors.

11.2.4 Shareholdings of the Members of the Board of Directors in the Company

As of the date of the approval of the Prospectus, none of the members of the Board of Directors holds directly any shares in the Company and none of the members of the Board of Directors has options over the shares of the issuer (Mr. Elgeti is the ultimate beneficial owner of the Founder).

11.2.5 Independence of the Board of Directors Members

The Board of Directors believes that Richard Kohl is independent in character and judgment and free from relationships or circumstances, which are likely to affect, or could appear to affect, their judgment.

11.2.6 Committees of the Company

As of the Closing, the Company will have an audit committee (the "**Audit Committee**"). The Audit Committee is responsible for all matters set forth in the Luxembourg law of July 23, 2016 on the audit profession, as amended (the "**Audit Law**") and will be, in particular, responsible for, among other things, considering matters

relating to financial controls and reporting, internal and external audits, the scope and results of audits and the independence and objectivity of auditors. They will monitor and review the Company's audit function and, with the involvement of its auditor, will focus on compliance with applicable legal and regulatory requirements and accounting standards. The Company has engaged EY as its independent auditor in connection with the Private Placement. The Audit Committee will make recommendations to the Board of Directors regarding the auditors to be proposed by the Board of Directors to the general shareholders' meeting for approval.

On the date of this Prospectus, the members of the Audit Committee are Benjamin Barnett, Lars Wittan and Richard Kohl, with the committee being chaired by Richard Kohl.

The Audit Committee oversees the accounting and financial reporting processes of the Company, the integrity of the financial statements and publicly reported results, and the adequacy and effectiveness of the risk management and internal control frameworks as well as the choice, effectiveness, performance and independence of the internal and external auditors.

The Audit Committee performs its duties in compliance with applicable laws, in particular Regulation (EU) No. 537/2014 of the European Parliament and the Council of April 16, 2014 on specific requirements regarding the statutory audit of public-interest entities, as amended, the Audit Law, the Articles of Association, the rules of procedure of the Board of Directors and rules of procedure of the Audit Committee.

11.3 Certain Information regarding the Members of the Board of Directors; Conflicts of Interest

During the preceding five years, none of the members of the Board of Directors have been convicted of any fraudulent offenses, served as an officer or director of any company subject to a bankruptcy, receivership or liquidation, been the subject of any public incrimination or of sanctions by a statutory or regulatory authority (including designated professional bodies) or been disqualified by any court of competent jurisdiction from acting as a member of the administrative, management or supervisory body of any issuer or from participating in the management or conduct of the affairs of any issuer.

11.3.1 Certain Information regarding the Members of the Board of Directors

In the last five years, no member of the Board of Directors has been convicted of fraudulent offences or has been associated with any bankruptcy, receivership, liquidation or companies put into administration acting in its capacity as a member of any administrative, management or supervisory body. In the last five years, no official public incriminations and/or sanctions have been made by statutory or legal authorities (including designated professional bodies) against the members of the Board of Directors, nor have sanctions been imposed by the aforementioned authorities.

No court has ever disqualified any of the members of either board from acting as a member of the administrative, management, or supervisory body of an issuer, or from acting in the management or conduct of the affairs of any issuer for at least the previous five years. No conflicts of interest or potential conflicts of interest exist between the members of the Board of Directors as regards the Company on the one side and their private interests, membership in governing bodies of companies, or other obligations on the other side.

No member of the Board of Directors has entered into a service agreement with a group company that provides for benefits upon termination of employment or office. There are no family relationships between the members of the Board of Directors, either among themselves or in relation to the members of the other body.

11.3.2 Conflicts of Interest

Save as otherwise provided by the Luxembourg Company Law, any member of the Board of Directors who has, directly or indirectly, a financial interest conflicting with the interest of the Company in connection with a transaction falling with the competence of the Board of Directors, must inform the Board of Directors of such conflict of interest and must have his declaration recorded in the minutes of the Board of Directors meeting. The relevant member of the Board of Directors may not take part in the discussions relating to such transaction nor vote on such transaction. Any such conflict of interest must be reported to the next general shareholders' meeting prior to such meeting taking any resolution on any other item.

Where, by reason of a conflicting interests, the number of members of the Board of Directors required in order to validly deliberate is not met, the Board of Directors may decide to submit the decision on this specific item to the general shareholders' meeting. The conflict of interest rules shall not apply where the decision of the Board of Directors relates to day-to-day transactions entered into under normal conditions.

11.3.2.1 General Conflicts of Interest

Potential investors should be aware of the following potential conflicts of interest.

- None of the members of the Board of Directors is required to commit his full time to the Company's affairs, which may result in conflicts of interest in allocating management time among various business activities. For a description of the other affiliations of the members of the Board of Directors, see "*11.2 Board*".
- In the course of their other business activities, members of the Board of Directors may become aware of investment and business opportunities, which may be appropriate for presentation to the Company as well as the other entities with which they are affiliated. They may have conflicts of interest in determining to which entity a particular business opportunity should be presented. As a result of these other positions, they may have conflicts of interest to the extent that any Business Combination opportunity would fall within the scope of business of these entities. Similarly, each of the members of the Board of Directors are, or may become, engaged in business activities in addition to the Company's, which may create conflicts of interest or prevent them from referring certain business opportunities to it.
- The members of the Board of Directors may have a direct or indirect pecuniary or financial interest in any investment to be acquired or disposed of by us or in any transaction to which we are a party or have an interest. In fact, we may enter into a Business Combination with a target business that is affiliated with our Founder or our members of the Board of Directors or is a portfolio company of our Founder, which, as a venture capital investor, generally holds minority amounts in its portfolio companies.
- In addition, the Founder owns Founder Shares representing approximately 21% of the voting rights at a general shareholders' meeting. Because each member of the Board of Directors is appointed for an initial term of three years, it is unlikely that there will be a general shareholders' meeting to elect new Board of Directors members prior to the consummation of the Business Combination, in which case all of the current members of the Board of Directors will continue their office unless they resign until at least the consummation the Business Combination. At any annual or extraordinary shareholders' meeting that addresses any matter other than a potential Business Combination, the Founder, because of its ownership position, will have considerable influence regarding the outcome.

11.3.2.2 Provisions Relating to Conflicts of Interest

Save as otherwise provided by law, any member of the Board of Directors who has, directly or indirectly, a financial interest conflicting with the interest of the Company in connection with a transaction falling with the competence of the Board of Directors, must inform the Board of Directors of such conflict of interest and must have his declaration recorded in the minutes of the meeting of the Board of Directors. The relevant member of the Board of Directors may not neither take part in the discussions relating to such transaction nor vote on such transaction. Any such conflict of interest must be reported to the next general shareholders' meeting prior to such meeting taking any resolution on any other item. Where, by reason of conflicting interests, the number of Board of Directors members required in order to validly deliberate is not met, the Board of Directors may decide to submit the decision on this specific item to a special committee of the Board of Directors.

11.4 General Shareholders' Meeting

11.4.1 General

The shareholders exercise their collective rights in the general shareholders' meeting. Any regularly constituted general shareholders' meeting of the Company shall represent the entire body of shareholders of the Company. The general shareholders' meeting is vested with the powers expressly reserved to it by the law and by the Articles of Association. In particular, the general shareholders' meeting has the right to vote on the election of members of the Board of Directors from a list of candidates proposed by the Founder as well as the removal of members of the Board of Directors.

Temporary legislation introduced with respect to the COVID-19 pandemic for the time being, and, as of the date of this Prospectus, allows for general shareholders' meetings to take place on a fully virtual basis without any physical meeting and this until June 30, 2021. There is currently no view on whether this temporary measure will be extended past June 30, 2021 (please refer also to the subsequent paragraphs regarding the already existing flexibilities in respect of a virtual participation in general shareholders' meeting under general company law).

The general shareholders' meeting of the Company may at any time be convened by the Board of Directors or, as the case may be, by the independent auditor(s), to be held at such place and on such date as specified in the notice of such meeting in accordance with the provisions of the law and the Articles of Association, and in accordance with the publicity requirements of any foreign stock exchange applicable to the Company.

The Board of Directors shall convene the annual general shareholders' meeting within a period of six (6) months after the end of the Company's financial year. Other meetings of shareholders may be held at such place and time as may be specified in the respective notices of meeting. The general shareholders' meeting must be convened by the Board of Directors or the independent auditor(s), upon request in writing indicating the agenda, addressed to the Board of Directors by one or several shareholders representing at least 10% of the Company's issued share capital. In such case, a general shareholders' meeting must be convened and shall be held within a period of one (1) month from the receipt of such request. If following such a request, a general shareholders' meeting is not held in due time, such shareholder's may request the president of the district court (*Tribunal d'Arrondissement*) dealing with commercial matters and sitting as in urgency matters to appoint a delegate which will convene the general shareholders' meeting.

As long as the Shares are admitted to trading on a regulated market within a European Union member state, the general shareholders' meeting of the Company must be convened in accordance with the provisions of the Luxembourg law of May 24, 2011 on the exercise of certain rights of shareholders in general meetings of the shareholders of listed companies, as amended (the "**Luxembourg Shareholder Rights Law**"). In accordance with the Luxembourg Shareholder Rights Law, the convening notice for any general shareholders' meeting must contain the agenda of the meeting, the place, date and time of the meeting, the description of the procedures that shareholder must comply with in order to be able to participate and cast their votes in the general shareholders' meeting, a statement of the record date and the manner in which shareholders have to register and a statement that only those who are shareholders on that date shall have the right to participate and vote in the general shareholders' meeting, indication of the postal and electronic addresses where and how the full unbridged text of the documents to be submitted to the general shareholders' meeting and the draft resolutions may be obtained and an indication of the address of the internet site on which this information is available, and such notice shall take the form of announcements published (i) thirty (30) days before the shareholders' meeting, in the RESA and in a Luxembourg newspaper and (ii) in a manner ensuring fast access to it on a non-discriminatory basis in such media as may reasonably be relied upon for the effective dissemination of information throughout the European Economic Area. A notice period of at least seventeen (17) days applies, in case of a second or subsequent convocation of a general shareholders' meeting convened for lack of quorum required for the meeting convened by the first convocation, provided that this paragraph has been complied with for the first convocation and no new item has been put on the agenda. The notices shall in addition be published in such other manner as may be required by laws, rules or regulations applicable any stock exchange the Company is listed on, as applicable from time to time.

In accordance with the Luxembourg Shareholder Rights Law, one or several shareholders, representing at least 5% of the Company's issued share capital, may (i) request to put one or several items to the agenda of any general shareholders' meeting, provided that such item is accompanied by a justification or a draft resolution to be adopted in the general shareholders' meeting, or (ii) table draft resolutions for items included or to be included on the agenda of the general shareholders' meeting. Such request must be sent to the Company's registered office in writing by registered letter or electronic means and must be received by the Company at least twenty-two (22) days prior to the date of the general shareholders' meeting and include the postal or electronic address of the sender. In case such request entails a modification of the agenda of the relevant meeting, the Company will make available a revised agenda at least fifteen (15) days prior to the date of the general shareholders' meeting.

If provided for in the relevant convening notice and the Articles of Association, shareholders may participate in a general shareholders' meeting by electronic means, ensuring, notably, any or all of the following forms of participation: (i) a real-time transmission of the general shareholders' meeting; (ii) a real-time two-way communication enabling shareholders to address the shareholders' meeting from a remote location; and (iii) a mechanism for casting votes, whether before or during the general shareholders' meeting, without the need to appoint a proxy who is physically present at the meeting. Any shareholder which participates by electronic means in a general shareholders' meeting shall be considered present for the purposes of the quorum and majority

requirements. The use of electronic means allowing shareholders to take part in a general shareholders' meeting may be subject only to such requirements as are necessary to ensure the identification of shareholders and the security of the electronic communication, and only to the extent that they are proportionate to achieving that objective.

If all shareholders are present or represented, the general shareholders' meeting may be held without prior notice or publication.

The provisions of the law are applicable to general shareholders' meeting. The Board of Directors may determine other terms or set conditions that must be respected by a shareholder to participate in any meeting of shareholders in the convening notice (including, but not limited to, longer notice periods).

A shareholder may act at any general shareholders' meeting by appointing another person, shareholder or not, as his proxy in writing by a signed document transmitted by mail or facsimile or by any other means of communication authorized by the Board of Directors. One person may represent several or even all shareholders.

A board of the meeting (bureau) shall be formed at any general shareholders' meeting, composed of a chairperson to be elected from the Board of Directors, a secretary and a scrutineer, each of whom shall be appointed by the general shareholders' meeting and who do not need to be shareholders. The board of the meeting shall ensure that the meeting is held in accordance with applicable rules and, in particular, in compliance with the rules in relation to convening the meeting, majority requirements, vote tallying and representation of shareholders.

An attendance list must be kept at any general shareholders' meeting.

In accordance with the Articles of Association, each shareholder may vote at a general shareholders' meeting through a signed voting form sent by post, electronic mail, facsimile or by any other means of communication authorized by the Board of Directors to the Company's registered office or to the address specified in the convening notice. The shareholders may only use voting forms provided by the Company which contain at least (i) the name or corporate denomination of the shareholder, his/her/its address or registered office, (ii) the number of votes the shareholder intends to cast in the general shareholders' meeting, as well as the direction of his/her/its votes or his/her/its abstention, (iii) the form of the shares held, (iv) the place, date and time of the meeting, (v) the agenda of the meeting, the proposals submitted to the resolution of the meeting as well as for each proposal three boxes allowing the shareholder to vote in favor of or against the proposed resolution or to abstain from voting thereon by ticking the appropriate boxes, (vi) the period within which the form for voting from a remote location must be received by the Company and (vii) the shareholder's signature. The Company will only take into account voting forms received prior to the general shareholders' meeting to which they relate, within the deadlines provided in the Articles of Association. Forms in which no vote is expressed, or which do not indicate an abstention shall be void.

11.4.2 Record Date

Any shareholder who holds one or more share(s) of the Company at 24:00 hours (midnight) (Luxembourg time) on the date falling fourteen days prior to (and excluding) the date of the general shareholders' meeting (the "**Record Date**") shall be admitted to the relevant general shareholders' meeting. Any shareholder who wishes to attend the general shareholders' meeting must inform the Company thereof at the latest on the Record Date, in a manner to be determined by the Board of Directors in the convening notice. In case of shares held through a settlement organization or with a professional depository or sub-depository designated by such depository, a holder of shares wishing to attend a general shareholders' meeting should receive from such operator or depository or sub-depository a certificate certifying the number of shares recorded in the relevant account on the Record Date. The certificate should be submitted to the Company at its registered address no later than three business days prior to the date of the general shareholders' meeting. In the event that the shareholder votes through proxies, the proxy has to be deposited at the registered office of the Company at the same time or with any agent of the Company, duly authorized to receive such proxies. The Board of Directors may set a shorter period for the submission of the proxy.

11.4.3 Amendment of Articles of Association

Subject to the provisions of the Luxembourg law, any amendment of the Articles of Association requires a majority of at least 2/3 of the votes validly cast at a general shareholders' meeting at which at least half of the share capital is present or represented (in case the second condition is not satisfied, a second meeting may be

convened in accordance with the Luxembourg law, which may deliberate regardless of the proportion of the capital represented and at which resolutions are taken at a majority of at least 2/3 of the votes validly cast). Abstention and nil votes will not be taken into account for the calculation of the majority.

11.4.4 Right to Ask Questions at the General Shareholders' Meeting

Every shareholder has the right to ask questions related to items on the agenda of general shareholders' meeting. The Company shall answer questions put to it by shareholders subject to measures which it may take to ensure the identification of shareholders, the good order of general shareholders' meeting and their preparation and the protection of confidentiality and the Company's business interests. The Company may provide one overall answer to questions having the same content. Where the relevant information is available on the website of the Company in a question and answer format, the Company shall be deemed to have answered the questions asked by referring to the website.

The Articles of Association may provide that shareholders have the right, as soon as the convening notice is published, to ask questions in writing regarding the items on the agenda which will be answered during the general shareholders' meeting. Such questions may be addressed to the Company in writing or by electronic means at the address indicated in the convening notice along with a certificate proving that they are shareholders at the Record Date. The Articles of Association shall fix the time limit within which these written questions must be submitted to the Company.

11.4.5 Adjourning General Shareholders' Meetings

The Board of Directors may adjourn any general shareholders' meeting already commenced, including any general shareholders' meeting convened in order to resolve on an amendment of the Articles of Association, for a period of four (4) weeks. The Board of Directors must adjourn any general shareholders' meeting already commenced if so required by one or several shareholders representing at least 10% of the Company's issued share capital. By such an adjournment of a general shareholders' meeting already commenced, any resolution already adopted in such meeting will be cancelled. For the avoidance of doubt, once a meeting has been adjourned pursuant to the second sentence of this section, the Board of Directors shall not be required to adjourn such meeting a second time.

11.4.6 Minutes of General Shareholders' Meeting

The board of any general shareholders' meeting shall draw up minutes of the meeting, which shall be signed by the members of the board of the meeting as well as by any shareholder who requests to do so. Any copy and excerpt of such original minutes to be produced in judicial proceedings or to be delivered to any third party shall be signed by the chairperson of the Board of Directors or by any two of its members.

11.4.7 Appointment, Removal and Term of Office of Members of the Board of Directors

The members of the Board of Directors are appointed by the general shareholders' meeting which determines their remuneration and term of office. The term of office of a director may not exceed six years and each member of the Board of Directors shall hold office until a successor is appointed. Members of the Board of Directors may be re-appointed for successive terms. Pursuant to Article 19 of our Articles of Association, only holders of Founder Shares, so long as such exist, are entitled to propose candidates to be appointed as directors of the Company by the general shareholders' meeting. Each director is appointed by the general shareholders' meeting at a simple majority of the votes validly cast. Any director may be removed from office at any time with or without cause by the general shareholders' meeting at a simple majority of the votes validly cast.

11.5 Corporate Governance

The corporate governance rules of the Company are based on applicable Luxembourg laws, the Company's Articles of Association and its internal regulations, in particular the rules of procedure of the Board of Directors.

As a Luxembourg governed company that will be traded on the Frankfurt Stock Exchange, the Company is not required to adhere to the Luxembourg corporate governance regime applicable to companies that are traded in Luxembourg or to the German corporate governance regime applicable to listed companies in Germany. As these regimes have not been designed for special purpose acquisition companies like the Company but for fully operational companies, the Company has opted to not apply the Luxembourg or German corporate governance

regime on a voluntary basis either. That being said, we are in compliance with certain rules of the German corporate governance codex that we believe also apply to a special purpose acquisition company (*e.g.*, audit committee).

The information on the corporate governance of the Company is published on the Company's website (www.obotechacquisition.com).

12. CERTAIN RELATIONSHIPS AND RELATED-PARTY TRANSACTIONS

In accordance with IAS 24, transactions with persons or companies that are, inter alia, members of the same group as the Company or that are in control of or controlled by the Company must be disclosed unless they are already included as consolidated companies in the Company's consolidated financial statements. Control exists if a shareholder owns more than half of the voting rights in the Company or, by virtue of an agreement, has the power to control the financial and operating policies of the Company's management. The disclosure requirements under IAS 24 also extend to transactions with associated companies, including joint ventures, as well as transactions with persons who have significant influence over the Company's financial and operating policies, including close family members and intermediate entities. This includes the members of the Board of Directors, respectively, and close members of their families, as well as those entities over which the members of the Board of Directors or their close family members are able to exercise a significant influence or in which they hold a significant share of the voting rights.

Set forth below is a summary of such transactions with related parties up to and including the date of this Prospectus. Further information, with respect to related party transactions, including quantitative amounts, are included in this Prospectus under "*16 – Financial Information*" on pages F-1 et seq.

The Founder and the Company entered into an unsecured loan agreement in the amount of up to €1,500,000 in March 2021 at the time of the incorporation of the Company. The Shareholder Loan was to be utilized for the purpose of financing third party costs and other working capital requirements until the Private Placement. The Shareholder Loan had a maturity date of October 20, 2023 and earned interest of 5% p.a. The Founder and the Company agreed on an option right to the Founder to set off the principal amount (€1,500,000) due as of the date of the private placement of the Founder Warrants against the aggregate subscription price for the 4,733,333 Founder Warrants (€7,100,000 in the aggregate) subscribed for by the Founder in such separate private placement that occurred immediately prior to the date of this Prospectus. The Shareholder Loan was terminated immediately prior to the date of this Prospectus.

The Founder subscribed to an aggregate of 4,733,333 Founder Warrants for a subscription price of €1.50 per Public Warrant in a private placement that occurred immediately prior to the date of this Prospectus. Each Founder Warrant entitles the holder to subscribe to one Public Share at €11.50 per Public Share. The Founder Warrants (including the Public Shares issuable upon exercise thereof) may not, subject to certain limited exceptions described in this Prospectus, be transferred, assigned or sold by the holder.

As more fully discussed in section "11.3.2 Conflicts of Interest" if any of the members of Board of Directors becomes aware of a Business Combination opportunity that falls within the line of business of any entity to which he or she has then-current fiduciary or contractual obligations, he or she will honor his or her fiduciary or contractual obligations to present such opportunity to such entity. The members of the Board of Directors currently do not have any relevant fiduciary duties or contractual obligations that may take priority over their duties to us.

The Company currently maintains its executive offices at 9, rue de Bitbourg, L-1273 Luxembourg, Luxembourg.

No finder's fees will be paid to the Founder, the members of the Board of Directors, or any of their respective affiliates, for services rendered prior to or in connection with the completion of the Business Combination. However, these individuals will be reimbursed for any out-of-pocket expenses incurred in connection with activities on the Company's behalf such as identifying potential target businesses and performing due diligence on suitable Business Combinations. The Audit Committee will review on a quarterly basis all payments that were made to Founder and members of the Board of Directors or their affiliates and will determine which expenses and the amount of expenses that will be reimbursed. There is no cap or ceiling on the reimbursement of out-of-pocket expenses incurred by such persons in connection with activities on our behalf.

13. TAXATION IN THE GRAND DUCHY OF LUXEMBOURG

The following information is of a general nature only and is based on the laws in force in Luxembourg as of the date of this Prospectus and is subject to any change in law that may take effect after such date. It does not purport to be a comprehensive description of all tax considerations that might be relevant to an investment decision. It is not intended to be, nor should it be construed to be, legal or tax advice. It is a description of the essential material Luxembourg tax consequences with respect to the listing and may not include tax considerations that arise from rules of general application or that are generally assumed to be known to investors. Prospective shareholders or warrant holders should consult their professional advisors with respect to particular circumstances, the effects of state, local or foreign laws to which they may be subject, and as to their tax position.

Please be aware that the residence concept used under the respective headings applies for Luxembourg income tax assessment purposes only. Any reference in this section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. In addition, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l'emploi) as well as personal income tax (impôt sur le revenu). Corporate shareholders or warrant holders may further be subject to net worth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income tax, municipal business tax, the solidarity surcharge and net worth tax invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

13.1 Taxation of the Company

13.1.1 Income Tax

From a Luxembourg tax perspective, Luxembourg companies are considered as being resident in Luxembourg provided that they have either their registered office or their central administration in Luxembourg.

The Company is a fully taxable Luxembourg company. The net taxable profit of the Company is subject to corporate income tax ("**CIT**") and municipal business tax ("**MBT**") at ordinary rates in Luxembourg.

The maximum aggregate CIT and MBT rate amounts to 24.94% (including the solidarity surcharge for the employment fund) for companies located in the municipality of Luxembourg-city. Liability to such corporation taxes extends to the Company's worldwide income (including capital gains), subject to the provisions of any relevant double taxation treaty. The taxable income of the Company is computed by application of all rules of the Luxembourg income tax law of December 4, 1967, as amended (*loi concernant l'impôt sur le revenu*), as commented and currently applied by the Luxembourg tax authorities ("**LIR**"). The taxable profit as determined for CIT purposes is applicable, with minor adjustments, for MBT purposes. Under the LIR, all income of the Company will be taxable in the fiscal period to which it economically relates and all deductible expenses of the Company will be deductible in the fiscal period to which they economically relate. Under certain conditions, dividends received by the Company from qualifying participations and capital gains realized by the Company on the sale of such participations, may be exempt from Luxembourg corporation taxes under the Luxembourg participation exemption regime. A tax credit is generally granted for withholding taxes levied at source within the limit of the tax payable in Luxembourg on such income, whereby any excess withholding tax is not refundable (but may be deductible under certain conditions).

Under the participation exemption regime (subject to the relevant anti-abuse rules), dividends derived from shares may be exempt from income tax if (i) the distributing company is a qualified subsidiary ("**Qualified Subsidiary**") and (ii) at the time the dividend is put at the Company's disposal, the latter holds or commits itself to hold for an uninterrupted period of at least 12 months shares representing either (a) a direct participation of at least 10% in the share capital of the Qualified Subsidiary or (b) a direct participation in the Qualified Subsidiary of an acquisition price of at least €1.2 million ("**Qualified Shareholding**"). A Qualified Subsidiary means notably (a) a company covered by Article 2 of the Council Directive 2011/96/EU dated November 30, 2011 (the "**Parent-Subsidiary Directive**") or (b) a non-resident capital company (*société de capitaux*) liable to a tax corresponding to Luxembourg CIT. Liquidation proceeds are assimilated to a received dividend and may be exempt under the same conditions.

If the conditions of the participation exemption regime are not met, dividends derived by the Company from the Qualified Subsidiary may be exempt for 50 % of their gross amount.

Capital gains realized by the Company on shares are subject to CIT and MBT at ordinary rates, unless the conditions of the participation exemption regime, as described below, are satisfied. Under the participation exemption regime (subject to the relevant anti-abuse rules), capital gains realized on shares may be exempt from income tax at the level of the Company (subject to the recapture rules) if at the time the capital gain is realized, the Company holds or commits itself to hold for an uninterrupted period of at least 12 months shares representing a direct participation in the share capital of the Qualified Subsidiary (i) of at least 10% or of (ii) an acquisition price of at least €6 million. Taxable gains are determined as being the difference between the price for which shares have been disposed of and the lower of their cost or book value.

For the purposes of the participation exemption regime, shares held through a tax transparent entity are considered as being a direct participation proportionally to the percentage held in the net assets of the transparent entity.

13.1.2 Net Worth Tax

The Company is as a rule subject to Luxembourg net worth tax ("**NWT**") on its net assets as determined for net worth tax purposes. NWT is levied at the rate of 0.5% on net assets not exceeding €500 million and at the rate of 0.05% on the portion of the net assets exceeding €500 million. Net worth is referred to as the unitary value (*valeur unitaire*), as determined at 1 January of each year. The unitary value is in principle calculated as the difference between (i) assets estimated at their fair market value (*valeur estimée de réalisation*), and (ii) liabilities.

Under the participation exemption regime, a Qualified Shareholding held by the Company in a Qualified Subsidiary is exempt for net worth tax purposes.

As from January 1, 2016, a minimum net worth tax ("**MNWT**") is levied on companies having their statutory seat or central administration in Luxembourg. For entities for which the sum of fixed financial assets, transferable securities and cash at bank exceeds 90% of their total gross assets and €350,000, the MNWT is set at €4,815. For all other companies having their statutory seat or central administration in Luxembourg which do not fall within the scope of the €4,815 MNWT, the MNWT ranges from €535 to €32,100, depending on their total balance sheet.

13.1.3 Other Taxes

The incorporation of the Company through a contribution in cash to its share capital as well as further share capital increase or other amendment to the articles of incorporation of the Company are subject to a fixed registration duty of €75.

13.1.4 Withholding Taxes

Dividends paid by the Company to its shareholders are generally subject to a 15% withholding tax in Luxembourg, unless a reduced treaty rate or the participation exemption applies. Under certain conditions, a corresponding tax credit may be granted to the shareholders. Responsibility for the withholding of the tax is assumed by the Company.

A withholding tax exemption applies under the participation exemption regime (subject to the relevant anti-abuse rules), if cumulatively (i) the shareholder is an eligible parent ("**Eligible Parent**") and (ii) at the time the income is made available, the Eligible Parent holds or commits itself to hold for an uninterrupted period of at least 12 months a Qualified Shareholding in the Company. Holding a participation through a tax transparent entity is deemed to be a direct participation in the proportion of the net assets held in this entity. An Eligible Parent includes notably (a) a company covered by Article 2 of the Parent-Subsidiary Directive or a Luxembourg permanent establishment thereof, (b) a company resident in a State having a double tax treaty with Luxembourg and liable to a tax corresponding to Luxembourg CIT or a Luxembourg permanent establishment thereof, (c) a capital company (*société de capitaux*) or a cooperative company (*société coopérative*) resident in a Member State of the EEA other than an EU Member State and liable to a tax corresponding to Luxembourg CIT or a Luxembourg permanent establishment thereof or (d) a Swiss capital company (*société de capitaux*) which is subject to CIT in Switzerland without benefiting from an exemption.

No withholding tax is levied on capital gains and liquidation proceeds.

13.2 Taxation of the Shareholders / Warrant Holders

13.2.1 Tax Residency

A shareholder or warrant holder will not become resident, nor be deemed to be resident, in Luxembourg solely by virtue of holding and/or disposing of shares or warrants or the execution, performance, delivery and/or enforcement of his/her rights thereunder.

13.2.2 Income Tax

For the purposes of this paragraph, a disposal may include a sale, an exchange, a contribution, a redemption and any other kind of alienation of the participation or the warrants.

13.2.2.1 Luxembourg Residents

13.2.2.1.1 Luxembourg Resident Individuals

Dividends and other payments derived from the shares held by resident individual shareholders, who act in the course of the management of either their private wealth or their professional/business activity, are subject to income tax at the ordinary progressive rates. Under current Luxembourg tax laws, 50% of the gross amount of dividends received by resident individuals from the Company may however be exempt from income tax.

Capital gains realized on the disposal of the shares or warrants by resident individual shareholders, who act in the course of the management of their private wealth, are not subject to income tax, unless said capital gains qualify either as speculative gains or as gains on a substantial participation. Capital gains are deemed to be speculative if the shares or warrants are disposed of within six months after their acquisition or if their disposal precedes their acquisition. Speculative gains are subject to income tax as miscellaneous income at ordinary rates. A participation is deemed to be substantial where a resident individual shareholder holds or has held, either alone or together with his/her spouse or partner and/or minor children, directly or indirectly at any time within the five years preceding the disposal, more than 10% of the share capital of the company whose shares are being disposed of the substantial participation ("**Substantial Participation**"). A shareholder is also deemed to alienate a Substantial Participation if he acquired free of charge, within the five years preceding the transfer, a participation that was constituting a Substantial Participation in the hands of the alienator (or the alienators in case of successive transfers free of charge within the same five-year period). Capital gains realized on a Substantial Participation more than six months after the acquisition thereof are taxed according to the half-global rate method (i.e., the average rate applicable to the total income is calculated according to progressive income tax rates and half of the average rate is applied to the capital gains realized on the Substantial Participation).

Capital gains realized on the disposal of the shares or warrants by resident individual holders, who act in the course of their professional/business activity, are subject to income tax at ordinary rates. Taxable gains are determined as being the difference between the price for which the shares or warrants have been disposed of and the lower of their cost or book value.

13.2.2.1.2 Luxembourg Resident Companies

Dividends and other payments derived from the shares held by Luxembourg resident fully taxable companies are subject to income taxes, unless the conditions of the participation exemption regime, as described below, are satisfied. A tax credit is generally granted for withholding taxes levied at source within the limit of the tax payable in Luxembourg on such income, whereby any excess withholding tax is not refundable (but may be deductible under certain conditions). If the conditions of the participation exemption regime are not met, 50% of the dividends distributed by the Company to a Luxembourg fully taxable resident company are nevertheless exempt from income tax.

Under the participation exemption regime (subject to the relevant anti-abuse rules), dividends derived from the shares may be exempt from CIT and MBT at the level of the shareholder if (i) the shareholder is an Eligible Parent and (ii) at the time the dividend is put at the shareholder's disposal, the latter holds or commits itself to hold for an uninterrupted period of at least 12 months a shareholding representing a direct participation of at least 10% in the share capital of Company or a direct participation in the Company of an acquisition price of at least €1.2 million. Liquidation proceeds are assimilated to a received dividend and may be exempt under the same conditions. Capital gains realized by a Luxembourg fully-taxable resident company on the disposal of the shares

are subject to income tax at ordinary rates, unless the conditions of the participation exemption regime, as described below, are satisfied.

Under the participation exemption regime (subject to the relevant anti-abuse rules), capital gains realized on the shares or warrants may be exempt from CIT and MBT (save for the recapture rules) at the level of the shareholder if cumulatively (i) the shareholder is a Eligible Parent and (ii) at the time the capital gain is realized, the shareholder holds or commits itself to hold for an uninterrupted period of at least 12 months shares representing either (a) a direct participation of at least 10% in the share capital of the Company or (b) a direct participation in the Company of an acquisition price of at least €6 million. Taxable gains are determined as being the difference between the price for which the shares have been disposed of and the lower of their cost or book value. Under Luxembourg tax law it is debatable to what extent the warrants are eligible for the participation exemption regime although certain case law supports such argumentation in certain circumstances.

For the purposes of the participation exemption regime, shares held through a tax transparent entity are considered as being a direct participation proportionally to the percentage held in the net assets of the transparent entity.

For warrant holders, the exercise of the warrants should not give rise to any immediate Luxembourg tax consequences.

13.2.2.1.3 Luxembourg Resident Companies Benefiting From a Special Tax Regime

A shareholder or warrant holder who is a Luxembourg resident company benefiting from a special tax regime, such as (i) a specialized investment fund governed by the amended law of February 13, 2007, (ii) a family wealth management company governed by the amended law of May 11, 2007 (iii) an undertaking for collective investment governed by the amended law of December 17, 2010 or (iv) a reserved alternative investment fund treated as a specialized investment fund for Luxembourg tax purposes and governed by the amended law of July 23, 2016 is exempt from income tax in Luxembourg and profits derived from the shares or warrants are thus not subject to tax in Luxembourg.

13.2.2.2 Luxembourg Non-Residents

Non-resident shareholders or warrant holders, who have neither a permanent establishment nor a permanent representative in Luxembourg to which or whom the shares or warrants are attributable, are not liable to any Luxembourg income tax, whether they receive payments of dividends or realize capital gains on the disposal of the shares or warrants, except with respect to capital gains realized on a Substantial Participation before the acquisition or within the first 6 months of the acquisition thereof, that are subject to income tax in Luxembourg at ordinary rates (subject to the provisions of any relevant double tax treaty) and except for the withholding tax mentioned above.

Non-resident shareholders or warrant holders having a permanent establishment or a permanent representative in Luxembourg to which or whom the shares or warrants are attributable, must include any income received, as well as any gain realized on the disposal of the shares or warrants, in their taxable income for Luxembourg tax assessment purposes, unless the conditions of the participation exemption regime, as described below, are satisfied. If the conditions of the participation exemption regime are not fulfilled, 50% of the gross amount of dividends received by a Luxembourg permanent establishment or permanent representative are however exempt from income tax. Taxable gains are determined as being the difference between the price for which the shares have been disposed of and the lower of their cost or book value.

Under the participation exemption regime (subject to the relevant anti-abuse rules), dividends derived from the shares may be exempt from income tax if cumulatively (i) the shares are attributable to a qualified permanent establishment ("**Qualified Permanent Establishment**") and (ii) at the time the dividend is put at the disposal of the Qualified Permanent Establishment, it holds or commits itself to hold a Qualified Shareholding in the Company. A Qualified Permanent Establishment means (a) a Luxembourg permanent establishment of a company covered by Article 2 of the Parent-Subsidiary Directive, (b) a Luxembourg permanent establishment of a capital company (*société de capitaux*) resident in a State having a double tax treaty with Luxembourg and (c) a Luxembourg permanent establishment of a capital company (*société de capitaux*) or a cooperative company (*société coopérative*) resident in a Member State of the EEA other than an EU Member State. Liquidation proceeds are assimilated to a received dividend and may be exempt under the same conditions. Shares held through a tax

transparent entity are considered as being a direct participation proportionally to the percentage held in the net assets of the transparent entity.

Under the participation exemption regime (subject to the relevant anti-abuse rules), capital gains realized on the shares or warrants may be exempt from income tax (save for the recapture rules) if cumulatively (i) the shares or warrants are attributable to a Qualified Permanent Establishment and (ii) at the time the capital gain is realized, the Qualified Permanent Establishment holds or commits itself to hold for an uninterrupted period of at least 12 months shares or warrants representing either (a) a direct participation in the share capital of the Company of at least 10% or (b) a direct participation in the Company of an acquisition price of at least €6 million.

Under Luxembourg tax laws currently in force (subject to the provisions of double taxation treaties), capital gains realized by a Luxembourg non-resident shareholder or warrant holder (not acting via a permanent establishment or a permanent representative in Luxembourg through which/whom the shares are held) are not taxable in Luxembourg unless (a) the shareholder or warrant holder holds a Substantial Participation in the Company and the disposal of the shares or warrants takes place less than six months after the shares or warrants were acquired or (b) the shareholder the warrant holder has been a former Luxembourg resident for more than fifteen years and has become a non-resident, at the time of transfer, less than five years ago.

13.2.3 Net Worth Tax

A Luxembourg resident as well as a non-resident who has a permanent establishment or a permanent representative in Luxembourg to which the shares or warrants are attributable, are subject to Luxembourg NWT (subject to the application of the participation exemption regime) on such shares or warrants, except if the shareholder or warrant holders is (i) a resident or non-resident individual taxpayer, (ii) a securitization company governed by the amended law of March 22, 2004 on securitization, (iii) a company governed by the amended law of June 15, 2004 on venture capital vehicles, (iv) a professional pension institution governed by the amended law of July 13, 2005, (v) a specialized investment fund governed by the amended law of February 13, 2007, (vi) a family wealth management company governed by the law of May 11, 2007, (vii) an undertaking for collective investment governed by the amended law of December 17, 2010 or (viii) a reserved alternative investment fund governed by the amended law of July 23, 2016.

However, (i) a securitization company governed by the amended law of March 22, 2004 on securitization, (ii) a company governed by the amended law of June 15, 2004 on venture capital vehicles (iii) a professional pension institution governed by the amended law dated July 13, 2005 and (iv) an opaque reserved alternative investment fund treated as a venture capital vehicle for Luxembourg tax purposes and governed by the amended law of July 23, 2016 remain subject to the MNWT (for further details, please see "*13.1.2 Net Worth Tax*").

13.2.4 Other Taxes

Under current Luxembourg tax laws, no registration tax or similar tax is in principle payable by the shareholder or warrant holder upon the acquisition, holding or disposal of the shares or warrants. However, a fixed or ad valorem registration duty may be due upon the registration of the shares or warrants in Luxembourg in the case where the shares or warrants are physically attached to a public deed or to any other document subject to mandatory registration, as well as in the case of a registration of the shares or warrants on a voluntary basis.

No inheritance tax is levied on the transfer of the shares or warrants upon death of a shareholder in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes at the time of his death.

Gift tax may be due on a gift or donation of the shares, or warrants if the gift is recorded in a Luxembourg notarial deed or otherwise registered in Luxembourg.

The disposal of the shares or warrants is not subject to a Luxembourg registration tax or stamp duty, unless recorded in a Luxembourg notarial deed or otherwise registered in Luxembourg.

14. TAXATION IN THE FEDERAL REPUBLIC OF GERMANY

Income received from shares or Public Warrants of the Company is subject to taxation. In particular, the tax laws of any jurisdiction with authority to impose taxes on the investor and the tax laws of the Company's state of incorporation, statutory seat and place of effective management i.e., Luxembourg, might have an impact on the income received from shares or Public Warrants of the Company.

The following section outlines certain key German tax principles that may be relevant with respect to the acquisition, holding or transfer of shares or Public Warrants in the Company. It is important to note that the legal situation may change, possibly with retroactive effect. This summary is not and does not purport to be a comprehensive or exhaustive description of all German tax considerations that may be relevant to shareholders of the Company. In particular, this summary does not cover tax considerations that may be relevant to a shareholder that is a tax resident of a jurisdiction other than Germany. This presentation is based upon domestic German tax laws in effect as of the date of this Prospectus and the provisions of double taxation treaties currently in force between Germany and other countries.

This section does not replace the need for individual shareholders of the Company to seek personal tax advice. It is therefore recommended that shareholders consult their own tax advisors regarding the tax implications of acquiring, holding or transferring shares of the Company and, in particular, what procedures are necessary to secure the repayment of German withholding tax (Kapitalertragsteuer), if possible. Only qualified tax advisors are in a position to adequately consider the particular tax situation of individual shareholders.

14.1 Taxation of Shareholders Tax Resident in Germany

14.1.1 Taxation of Dividend Income

14.1.2 Shares held as Non-Business Assets

Dividends received by a shareholder who is subject to an unlimited tax liability in Germany and holds his or her shares as non-business assets are, as a general rule, taxed as capital investment income (*Einkünfte aus Kapitalvermögen*) and, as such, subject to a 25% flat tax plus 5.5% solidarity surcharge thereon resulting in an aggregate tax rate of 26.375% (flat tax regime, *Abgeltungsteuer)*, plus church tax, if applicable.

If the shares are held in a custodial account with a German resident credit institution, financial services institution (*inländisches Kredit- oder Finanzdienstleistungsinstitut*) (including in each case a German branch of such foreign institution), a securities trading company (*inländisches Wertpapierhandelsunternehmen*) or a securities trading bank (*inländische Wertpapierhandelsbank*) (the "**German Disbursing Agent**") (*inländische Zahlstelle*) the German Disbursing Agent generally withholds German tax at a rate of 25% (plus 5.5% solidarity surcharge thereon and, if applicable, church tax) on the gross amount of the dividends paid by the Company. However, the German Disbursing Agent must reduce the amount of the German withholding tax by the amount of tax withheld in Luxembourg (15% of the dividends as described under "*13.1.4 Withholding Taxes*"). The German tax resident individual's personal income tax liability with respect to dividends is generally satisfied through the withholding. To the extent withholding tax has not been levied, such as in the case of shares kept in custody abroad, the shareholder must report his or her income derived from the shares on his or her tax return and then will also be taxed at a rate of 25% (plus solidarity surcharge and church tax thereon, where applicable). The Company does not assume any responsibility for the withholding of German tax at source. Shareholders who are subject to an unlimited tax liability in Germany and hold their shares as non-business assets may provide to the German Disbursing Agent either a non-assessment certificate (*Nichtveranlagungsbescheinigung*) issued by their competent local tax office or an exemption declaration (*Freistellungsauftrag*) in the maximum amount of the saver's allowance (*Sparer-Pauschbetrag*) of €801 (or, for couples and for partners in accordance with the registered partnership law (*Gesetz über die Eingetragene Lebenspartnerschaft*) filing jointly, €1,602).

Entities required to collect withholding taxes on capital investment income are required to likewise withhold the church tax on payments to shareholders who are subject to church tax, unless the shareholder objects in writing to the German Federal Central Tax Office against the sharing of his or her private information regarding his affiliation with a religious denomination (*Sperrvermerk*). If church tax is withheld and remitted to the tax authority as part of the withholding tax deduction, the church tax on the dividends is also deemed to be discharged when it is deducted. Since the church tax is already deducted as a special expense in the course of the withholding tax deduction, the withheld church tax cannot be deducted in the tax assessment as a special expense. If no church taxes are withheld along with the withholding of the withholding tax, the shareholder who owes church tax is

required to report his dividends in his income tax return. The church tax on the dividends will then be imposed during the assessment

The individual shareholder is taxed on his or her aggregate capital investment income, less the saver's allowance. Income-related expenses are not tax-deductible. Private investors can apply to have their investment income assessed in accordance with the general rules on determining the individual tax rate of the shareholder if this results in a lower tax, but even in this case, income-related expenses are not tax-deductible. Further, in such a case, tax withheld in Luxembourg (15% of the dividends as described under "*13.1.4 Withholding Taxes*") can generally be credited against the German tax liability on the Luxembourg dividends received by the German tax resident individual. The current double tax treaty between Germany and Luxembourg does not provide for a reduction of Luxembourg withholding tax on dividends for individuals below the 15% Luxembourg domestic withholding tax rate currently levied in Luxembourg.

As an exemption, dividend payments that are funded from the Company's contribution account for tax purposes (*steuerliches Einlagekonto;* section 27 para. 1, 8 of the German Corporate Tax Act, "**KStG**") and are paid to shareholders with a tax domicile in Germany whose shares are held as non-business assets, do – contrary to the above – not form part of the shareholder's taxable income provided that such capital repayment is upon application of the Company with the German Federal Tax Office officially certified by the latter. Dividend payments funded from the Company's contribution account for tax purposes (a *"***Return of Capital***")* would reduce the shareholder's acquisition costs or, if the Return of Capital exceeds the shareholder's acquisition costs, negative acquisition costs will arise. Both can result in a higher capital gain in case of the shares' disposal (see "*14.3 Taxation of Capital Gains of Shareholders with a Tax Residence in Germany*" below). This would not apply if (i) the shareholder or, in the event of a gratuitous transfer, its legal predecessor, or, if the shares have been gratuitously transferred several times in succession, one of his or her legal predecessors at any point during the five years preceding the (deemed, as the case may be) disposal directly or indirectly held at least 1% of the share capital of the Company (a "**Qualified Participation**"), and (ii) the Return of Capital exceeds the acquisition costs of the shares. In such aforementioned case, a Return of Capital is deemed a sale of the shares and is taxable as a capital gain. In this case, the taxation corresponds with the description in "*14.3 Taxation of Capital Gains of Shareholders with a Tax Residence in Germany*" made with regard to shareholders maintaining a Qualified Participation.

14.1.3 Shares held as Business Assets

If the shares form part of a German business (including a German permanent establishment of a foreign business investor), the taxation of dividends differs depending on whether the shareholder is a corporation, a sole proprietor or a partnership. The flat tax regime does not apply to dividends paid on shares held by a German tax resident shareholder as business assets.

A Return of Capital that is paid to shareholders with a tax domicile in Germany whose shares are held as business assets are generally fully tax exempt in the hands of such shareholder provided that such capital repayment is upon application of the Company with the German Federal Tax Office officially certified by the latter. To the extent the Return of Capital exceeds the acquisition costs of the shares, a taxable capital gain should occur. The taxation of such gain corresponds with the description in "*14.3 Taxation of Capital Gains of Shareholders with a Tax Residence in Germany*" made with regard to shareholders whose shares are held as business assets (however, as regards the application of the 95% exemption in case of a corporation, this is not undisputed).

Special rules apply to companies operating in the financial and insurance sectors, as well as to pension funds (see "*14.7 Special Treatment of Companies in the Financial and Insurance Sectors and Pension Funds*").

14.1.3.1 Corporations

For corporations subject to an unlimited corporate income tax liability in Germany, dividends are, as a general rule, effectively 95% tax exempt from corporate income tax (including solidarity surcharge). 5% of the dividend income is deemed to be non-deductible business expenses and, as such, is subject to corporate income tax plus solidarity surcharge. However, dividends received by a shareholder holding a participation of less than 10% in the share capital of the Company at the beginning of the calendar year (a "**Portfolio Participation**") (*Streubesitzbeteiligung*) are not exempt in the amount of 95% from corporate income tax (including solidarity surcharge thereon). Participations of at least 10% acquired during a calendar year are deemed to be acquired at the beginning of the calendar year. Participations held through a partnership that is a partnership being engaged

or deemed to be engaged in a business ("**Co-Entrepreneurship**") (*Mitunternehmerschaft*) are attributable to the shareholders *pro rata* in the amount of their participations.

Dividends are fully subject to trade tax, unless the shareholder held an interest of at least 15% in the share capital of the Company at the beginning of the relevant assessment period. In the latter case, effectively 95% of the dividends are also exempt from trade tax. Business expenses actually incurred in connection with the dividends are deductible for corporate income tax and – subject to certain restrictions – also for trade tax purposes.

Tax withheld on the dividends in Luxembourg is generally not creditable against the corporate income tax liability of the corporate shareholder in Germany, unless the dividend is fully subject to corporate income tax in Germany, i.e. the minimum participation does not apply.

Even if the shares are held in a custodial account with a German Disbursing Agent, there is generally no German withholding tax on dividends paid by the Company to a corporate shareholder.

14.1.3.2 Sole proprietors (individuals)

Where the shares are held as business assets by an individual who is subject to unlimited tax liability in Germany, 60% of the dividends are taxed at the applicable individual income tax rate plus 5.5% solidarity surcharge on such income tax (partial income taxation method, *Teileinkünfteverfahren*) totaling up to a maximum rate of around 47.5%, plus church tax, if applicable. Correspondingly, only 60% of any business expenses related to the dividends may be deducted for income tax purposes. Dividends are fully subject to trade tax, unless the sole proprietor holds at least 15% of the Company's registered share capital at the beginning of the relevant tax assessment period. In this case, the net amount of the dividend (i.e., after deduction of the business expenses directly connected to it) is exempt from trade tax. In general, business expenses are deductible for trade tax purposes but certain restrictions may apply. All or part of the trade tax levied may be credited on a lump sum basis against the sole proprietor's income taxes, depending on the multiplier set by the relevant municipality and the individual tax situation of the individual shareholder.

Tax withheld in Luxembourg (15% of the dividends as described under "*13.1.4 Withholding Taxes*") should be creditable against the German personal income tax liability with respect to the dividend income.

If the shares are held in a custodial account with a German Disbursing Agent, the German Disbursing Agent is not obliged to withhold German tax on dividends paid by the Company provided that the individual certifies to the German Disbursing Agent on an officially prescribed form that the dividends constitute business income of a German business.

14.1.3.3 Partnerships

If the shareholder is a Co-Entrepreneurship, the individual income tax or corporate income tax is not charged at the level of the partnership, but at the level of the respective partner. The taxation of each partner depends on whether the partner is a corporation or an individual. Thus, (corporate) income tax (including solidarity surcharge) and, if applicable, church tax will be assessed and levied only at the level of the partners, whereby, in principle, the respective rules applicable to a direct shareholding described above in subsection "*14.1.3.1 Corporations*" and "*14.3.2.2 Sole proprietors (individuals)*" apply accordingly. Trade tax, however, is assessed and levied at the level of the partnership if the shares are attributable to a permanent establishment of a commercial business of the partnership in Germany; this applies irrespective of whether the dividends are attributable to individual partners or corporate partners. The trade tax paid by the partnership and attributable to the individual's general profit share is completely or partially credited against the shareholder's individual income tax on a lump-sum basis. If the partnership fulfills the prerequisites for the trade tax exemption privilege at the beginning of the relevant assessment period, the dividends (after the deduction of business expenses economically related thereto) should generally not be subject to trade tax. However, in this case, trade tax should be levied on 5% of the dividends to the extent they are attributable to the profit share of a corporation which is a partner of such partnership and to whom at least 10% of the shares in the Company are attributable on a look-through basis, since such portion of the dividends should be deemed to be non-deductible business expenses. The remaining portion of the dividend income attributable to other than such specific corporation as partner of such partnership (which includes individual partners and should, under a literal reading of the law, also include any corporation as partner of such partnership to whom, on a look-through basis, only Portfolio Participations are attributable) should not be subject to trade tax.

The creditability of the tax withheld in Luxembourg against the German corporate or personal income tax depends on whether the partner is a corporation or an individual. If the partner is a corporation, the principles explained for corporations above apply (see "*14.1.3.1 Corporations*" above). If the partner is an individual, the principles explained for individuals above apply (see under "*14.3.2.2 Sole proprietors (individuals)*" above).

If the shares are held in a custodial account with a German Disbursing Agent, no German withholding tax arises provided that the partnership certifies to the German Disbursing Agent on an officially prescribed form that the dividends constitute business income of a German business.

14.2 German Controlled Foreign Corporation Rules (*Außensteuergesetz*)

Tax residents of Germany will have to include in their income (and file corresponding special tax returns with regard to) distributed and undistributed earnings of a foreign company in which they hold directly or indirectly shares if the foreign company qualifies as a low taxed controlled foreign corporation, for German tax purposes. Neither the (partial) exemption of dividends from German tax nor the reduced tax rates under the flat regime (*Abgeltungssteuer*) apply to these amounts; however, a subsequent dividend paid by the foreign company within seven years from the attribution of income pursuant to the controlled foreign corporation rules will be exempt from German taxation in the hands of the investor to the extent of such previously attributed amount. A foreign company generally qualifies as a controlled foreign corporation if the majority of its shares is held by German tax residents and certain expatriates and further requirements are met. However, with regard to certain passive portfolio income (*Zwischeneinkünfte mit Kapitalanlagecharakter*) of a foreign company (including, among other things, interest and capital gains from the disposal of financial instruments but excluding dividends received, and including passive portfolio income generated by a foreign subsidiary of such foreign company) the German shareholders will be required to include these amounts into income on a *pro rata* basis regardless of whether the majority of the shareholders is resident in Germany. The inclusion will take place if the passive portfolio income of such foreign company (as determined under German tax accounting principles) is subject to income tax of less than 25%. However, a German shareholder may escape such taxation of undistributed earnings if he holds less than 1% of the issued share capital of the Company at the end of the Company's fiscal year and can show to the satisfaction of the German tax authorities that regular and substantial trading in the Company's main class of shares takes place at a recognized stock exchange.

The German controlled foreign corporation rules will shortly be changed and/or amended in the course of the implementation of the European Anti-Tax Avoidance Directive in German law. Depending on the specific changes and/or amendments to the existing law and the qualification of the Company and its participations for purposes of the German controlled foreign corporation rules, an additional tax burden may arise for the Shareholders. shareholders are advised to monitor the further legislative process and to consult their individual tax advisor.

14.3 Taxation of Capital Gains of Shareholders with a Tax Residence in Germany

14.3.1 Shares held by Individual Shareholders as Non-Business Assets

Capital gains from the sale of shares which an individual shareholder holds as non-business assets are generally subject to a 25% flat tax (plus 5.5% solidarity surcharge thereon, resulting in an aggregate withholding tax rate of 26.375%), plus church tax, if applicable. Losses from the sale of such shares can only be used to offset capital gains from the disposal of shares in stock corporations during the same year or in subsequent years. The amount of the taxable capital gain from the sale is the difference between (a) the proceeds from the sale and (b) the cost of acquisition of the shares and the expenses directly related to the sale. Income-related expenses may not be deducted from capital gains. Return of Capital which are officially certified accordingly by the German Federal Tax Office upon application by the Company with the German Federal Tax Office reduce the original acquisition costs; if respective Return of Capital exceed the acquisition costs, negative acquisition costs – which can increase a capital gain – can arise in case of shareholders, whose shares are held as non-business assets and do not qualify as Qualified Participation.

If the shares are deposited with or administered by a German Disbursing Agent, the tax on the capital gains is generally settled by way of withholding through the German Disbursing Agent which is required to deduct a withholding tax of 26.375% (including solidarity surcharge), plus church tax, if applicable, of the capital gains from the sale proceeds and remit it to the tax authority. To the extent withholding tax has not been levied, such as in the case of shares kept in custody abroad, the shareholder must report his or her income derived from the shares on his or her tax return and then will also be taxed at a rate of 25% (plus solidarity surcharge and church tax thereon, where applicable).

If, however, a shareholder, or in the case of a gratuitous acquisition, the shareholder's legal predecessor, directly or indirectly held a Qualified Participation, the flat tax regime does not apply and, rather, 60% of any capital gain resulting from the sale is taxable as business income at the shareholder's individual income tax rate plus 5.5% solidarity surcharge (and church tax, if applicable) on such income tax. Conversely, 60% of a capital loss from the disposal of the shares is generally recognized for tax purposes. Withholding tax is also deducted by a German Disbursing Agent in the case of a Qualified Participation, but this does not have the effect of a settlement of the shareholder's tax liability. Upon the shareholder's assessment to income tax, the withheld and remitted tax is credited against the individual income tax liability. To the extent that the amounts withheld exceed the individual income tax liability of the shareholder, they will be refunded.

14.3.2 Shares held as Business Assets

Gains on the disposal of shares held by an individual or corporation as business assets are in principle not subject to the 25% flat tax plus 5.5% solidarity surcharge thereon (and church tax, if applicable). Withholding tax must only be withheld in the case of a German Disbursing Agent. The tax withheld, however, is not considered to be final as under the flat tax regime. The amount of tax withheld is credited against the shareholder's individual or corporate income tax liability and any amounts withheld in excess of such individual or corporate income tax liability will be refunded. Even if the shares are held in a custodial account with a German Disbursing Agent, there is generally no German withholding tax (i) in the case of a corporate shareholder, or (ii) if the shareholder holds the shares as assets of a business in Germany and certifies this on an officially prescribed form to the German Disbursing Agent. If a German Disbursing Agent nonetheless withholds tax on capital gains, the tax withheld and remitted (including solidarity surcharge, and church tax, if applicable) will be credited against the individual income tax or corporate income tax liability and any excess amount will be refunded.

Return of Capital which are officially certified accordingly by the German Federal Tax Office upon application by the Company with the German Federal Tax Office reduce the original acquisition costs. In case of disposal, a higher taxable capital gain can arise therefrom. If the dividend payments exceed the shares' book value for tax purposes, a taxable capital gain can arise.

Special rules apply to companies operating in the financial and insurance sectors, as well as to pension funds (see "*14.7 Special Treatment of Companies in the Financial and Insurance Sectors and Pension Funds*").

The taxation of capital gains from the disposal of shares held as business assets depends on whether the shareholder is a corporation, a sole proprietor or a partnership:

14.3.2.1 Corporations:

For corporations subject to an unlimited corporate income tax liability in Germany, capital gains from the sale of shares are, as a general rule and currently irrespective of any holding period or percentage level of participation, effectively 95% exempt from corporate income tax (including solidarity surcharge) and trade tax. 5% of the capital gains is deemed to be non-deductible business expenses and, as such, is subject to corporate income tax plus solidarity surcharge; business expenses actually incurred in connection with the capital gains from a tax perspective are generally tax-deductible. Losses from the sale of shares and other reductions in profit in connection with the shares are generally not deductible for corporate income tax and trade tax purposes. Capital gains are, irrespective of the percentage level of shareholding, effectively 95% exempt from trade tax.

14.3.2.2 Sole proprietors (individuals)

60% of capital gains from the sale of shares are taxed at the individual income tax rate plus 5.5% solidarity surcharge (plus church tax, if applicable) on such income tax where the shares are held as business assets by an individual who is subject to unlimited tax liability in Germany. Correspondingly, only 60% of the capital losses, other reductions in profit in connection with the shares and business expenses resulting from a share sale may be deducted for income tax purposes. Only 60% of the capital gains are subject to trade tax. Correspondingly, subject to general restrictions, only 60% of the business expenses resulting from a share sale may generally be deducted for trade tax purposes. All or part of the trade tax levied may be credited on a lump sum basis against the sole proprietor's income taxes, depending on the multiplier set by the relevant municipality and the individual tax situation of the individual shareholder.

14.3.2.3 Partnerships

If the shareholder is a Co-Entrepreneurship, the individual income tax or corporate income tax is not charged at the level of the partnership, but at the level of the respective partner. The taxation of each partner depends on whether the partner is a corporation or an individual. Thus, (corporate) income tax (including solidarity surcharge) and, if applicable, church tax will be assessed and levied only at the level of the partners, whereby, in principle, the respective rules applicable to a direct shareholding described above in subsection *14.3.2.1 Corporations* and *14.3.2.2 Sole proprietors (individuals)* apply accordingly. Trade tax, however, is assessed and levied at the level of the partnership if the shares are attributable to a permanent establishment of a commercial business of the partnership in Germany. Generally, 60% of a capital gain attributable to an individual partner and 5% of a capital gain attributable to a corporate partner are taxable. Capital losses or other reductions in profit in connection with the shares sold are not taken into account for purposes of trade tax to the extent they are attributable to a partner that is a corporation, and subject to general restrictions only 60% of these losses or expenses are taken into account to the extent they are attributable to a partner who is an individual.

The trade tax paid by the partnership and attributable to the individual's general profit share is completely or partially credited against the shareholder's individual income tax in accordance with such lump-sum method.

14.4 Taxation of Shareholders not Tax Resident in Germany

14.4.1 Taxation of Dividend Income

Shareholders who are not tax resident in Germany are only subject to taxation in Germany in respect of their dividend income if their shares form part of the business assets of a permanent establishment or a fixed place of business in Germany, or constitute business assets for which a permanent representative has been appointed in Germany. In general, the situation described above for shareholders tax resident in Germany who hold their shares as business assets applies accordingly (see "*14.1.3 Shares held as Business Assets*"). The withholding tax, if any, deducted and remitted to the tax authorities (including solidarity surcharge) is either credited against the individual income tax or corporate income tax liability or refunded in the amount of an excess of such liability.

14.4.2 Taxation of Capital Gains

Capital gains from the disposal of shares by a shareholder not tax resident in Germany are only taxable in Germany if the selling shareholder holds the shares through a permanent establishment or fixed place of business or as business assets for which a permanent representative is appointed in Germany. In such a case, the description above for German tax resident shareholders who hold their shares as business assets applies accordingly (see "*14.1.3 Shares held as Business Assets*").

14.5 Taxation of Capital Gains Derived from Public Warrants

14.5.1 Exercise of the Public Warrants

The tax consequences of an exercise of the Public Warrants are not entirely clear under German tax law. An exercise may be considered a non-taxable acquisition of the underlying Public Shares received upon exercise and thus not a gain realization event. However, there is a risk that the receipt of the Public Shares upon exercise of the Public Warrants is considered a taxable event (e.g., pursuant to Section 20(2) no. 3 lit. a) of the German Income Tax Code (*EStG*)). In this case, gains derived from the exercise of the Public Warrants would be subject to the tax treatment as described for capital gains derived from the sale or other disposition of the Public Warrants under the heading "*14.5.2 Sale or other Disposition of the Public Warrants*" below.

14.5.2 Sale or other Disposition of the Public Warrants

14.5.2.1 German Holders

14.5.2.1.1 Taxation of capital gains of German Holders who hold their Public Warrants as private assets

Capital gains derived from the sale or other disposition of Public Warrants by individual German holders who hold their Public Warrants as private assets constitute taxable investment income. Such capital gains are generally subject to personal income tax at a flat rate of 25% (plus 5.5% solidarity surcharge, i.e. in total 26.375%). Capital gains are determined as the difference between (a) the proceeds of the sale or other disposition and (b) the

acquisition costs plus the expenses directly connected to the sale or other disposition. It is unclear how the price for a Unit is allocated between the Public Share and the Public Warrant in order to determine the acquisition costs for tax purposes, but the acquisition costs of the Public Warrants may be deemed zero.

Regarding the option of the holder to be taxed at personal progressive rates, the saver's allowance and the non-deductibility of expenses, the description for capital gains derived from Public Shares applies accordingly. Losses resulting from the lapse of Public Warrants as well as losses from the sale or other disposition of Public Warrants, in each case occurring after December 31, 2020, should only be offsettable against similar investment income in an amount of €20,000 per individual tax year. Losses not utilized in the year of their occurrence may be carried forward to subsequent years to be offset up to an amount of €20,000 against similar investment income derived in the respective subsequent year. A carry back of such losses is not permitted.

If the Public Warrants are deposited in a custodial account with or administered by a German Disbursing Agent or a German Disbursing Agent conducts the sale of the Public Warrants, the German Disbursing Agent is generally obliged to withhold tax at a rate of 25% (plus 5.5% solidarity surcharge, i.e. in total 26.375%) on the capital gains derived from the sale or other disposition of the Public Warrants and disbursed or credited to the holder of the Warrants. The German personal income tax liability with respect to the capital gains is generally satisfied through the withholding. In case the exercise is treated as a taxable event, the German Disbursing Agent may demand that the holder of the Public Warrants provide him the funds necessary to comply with his obligation to withhold tax on the gains derived upon exercise. If the holder refuses to provide the funds to the German Disbursing Agent, the fiscal authorities may claim the withholding tax directly from the holder of the Public Warrants.

Qualified Participation. It is unclear whether the flat tax rate applies to capital gains derived from the sale or other disposition of Public Warrants by a holder who holds a Qualified Participation in the Company, i.e., a holder (or, in case of a gratuitous acquisition, the holder's predecessor or predecessors) who holds or has held a participation of a least 1% in the share capital of the Company in the last five years prior to the sale. In this case, capital gains may be subject to personal income tax at the holder's personal progressive tax rate. However, the partial-income taxation method should apply then to the capital gains derived by such a holder. If the partial-income taxation method applies, only 60% of the capital gains are taxable and only 60% of the losses from the sale or other disposition and of the expenses economically connected to the sale or other disposition are deductible.

14.5.2.1.2 Taxation of capital gains of German Holders who hold their Public Warrants as business assets.

In case the Public Warrants are business assets of a German holder, capital gains are not subject to the flat tax rate for Public Warrants held as private assets. The taxation of capital gains (i.e., the difference between (a) the proceeds of the sale or other disposition and (b) the book value) is determined according to whether the German holder is a corporation, an individual or a partnership (Co-Entrepreneurship):

Corporations. Capital gains of a corporate German holder of the Public Warrants should be fully subject to corporate income tax (plus solidarity surcharge thereon) and trade tax. The participation exemption should not apply to capital gains derived from Public Warrants. There is a risk that losses resulting from the sale, other disposition or lapse of the Public Warrants may be ring-fenced and only offsettable against income from forward transactions (*Termingeschäfte*).

A German Disbursing Agent that holds Public Warrants in a deposit account for a corporate German holder is generally exempt from the obligation to withhold German tax on capital gains derived from the sale or other disposition of the Public Warrants and disbursed or credited to the corporation by the German Disbursing Agent.

Individual entrepreneurs. If the Public Warrants are business assets of an individual entrepreneur, the capital gains are subject to personal income tax at progressive rates (plus the solidarity surcharge thereon) and, if the Public Warrants are attributable to a permanent establishment of a commercial business in Germany of such holder, trade tax. Arguably, the partial-income taxation method applies also to capital gains derived from the sale or other disposition of Public Warrants. In this case, only 60% of the capital gains are taxable and only 60% of the losses from the sale or other disposition and of the expenses economically connected to the sale or other disposition are deductible. There is a risk that losses resulting from the sale, other disposition or lapse of the Public Warrants may be ring-fenced and only offsettable against income from forward transactions (*Termingeschäfte*).

Trade tax can be credited in accordance with a lump-sum tax credit method against the personal income tax of the holder. Depending on the trade tax rate imposed by the local municipality and the personal tax situation of the holder, this may result in a full or partial credit of the trade tax.

A German Disbursing Agent that holds Public Warrants in a deposit account for an individual entrepreneur is exempt from the obligation to withhold German tax on capital gains derived from the sale or other disposition of the Public Warrants and disbursed or credited to the individual entrepreneur, provided that the individual entrepreneur certifies to the German Disbursing Agent on officially prescribed form that the capital gains constitute business income of a German business.

Partnerships. If the German holder is a partnership, the personal or corporate income tax is not levied at the level of the partnership but at the level of the respective partner being subject to tax in Germany. The full amount of capital gains included in a corporate partner's share in partnership profits should be subject to corporate income tax (*i.e*., the participation exemption should not apply). Capital gains included in an individual partner's share of profits are subject to personal income tax. Arguably, the partial-income taxation method applies to such capital gains. In addition, the capital gains are subject at the full amount to trade tax at the level of the partnership if the Public Warrants are attributable to a permanent establishment of a commercial business of the partnership in Germany. However, to the extent that capital gains are included in an individual partner's share in partnership profits, it is arguable that the partial-income taxation method applies also for trade tax purposes. There is a risk that losses resulting from the sale, other disposition or lapse of the Public Warrants are ring-fenced and only offsettable against income from forward transactions (*Termingeschäfte*).

An individual partner can generally credit the trade tax paid by the partnership and attributable to his share in partnership profits against his personal income tax in accordance with a lump-sum tax credit method, resulting in a full or partial credit of the trade tax depending on the trade tax rate imposed by the local municipality and the personal tax circumstances.

A German Disbursing Agent that holds Public Warrants in a deposit account for a partnership is exempt from the obligation to withhold German tax on capital gains derived from the sale or other disposition of the Public Warrants and disbursed or credited to the partnership, provided that the partnership certifies to the German Disbursing Agent on officially prescribed form that the capital gains constitute business income of a German business.

14.5.2.2 Holders of the Public Warrants Tax Resident Outside Germany

Holders (individuals or corporations) of the Public Warrants that are not tax resident in Germany but hold their Public Warrants through a permanent establishment or a fixed place of business in Germany are subject to German tax on the capital gains from the sale or other disposition of the Public Warrants. The rules described above for German holders who hold their Public Warrants as business assets apply accordingly. However, capital gains derived by a corporate holder of the Public Warrants, which is not tax resident in Germany are only exempt from withholding tax if such holder certifies to the German Disbursing Agent on officially prescribed form that the capital gains constitute business income of a German business.

14.6 Potential Change in Law / Amendment of the Solidarity Surcharge Act

As of January 1, 2021, the solidarity surcharge (*Solidäritätszuschlag*) which is an additional levy on the income tax burden of taxable persons in an amount of 5.5% has been partly abolished. Such abolition only affects individuals subject to income tax under the German Income Tax Act (*Einkommensteuergesetz*), hence corporations that are subject to corporate income tax under the German Corporate Income Tax Act (*Körperschaftsteuergesetz*) will not be affected by such abolition at all. As a result of such new law, the solidarity surcharge would only be levied if the income tax burden (*tarifliche Einkommensteuer*) exceeds an exemption limit of €16,956.00 (or €33,912.00 in case of married couples or registered civil unions (*eingetragene Lebenspartnerschaften*) filing jointly). If the taxable income of an investor exceeds such exemption limit, the solidarity surcharge rate increases continuously up to a total levy of 5.5% on the income tax burden.

However, the partial abolition of the solidarity surcharge will not affect the withholding of taxes (*Kapitalertragsteuer*). Solidarity surcharge will still be levied on the withholding tax amount and withheld accordingly. There will not be a refund of any solidarity surcharge (regardless of the aforementioned exemption limits) if the withholding tax cannot be refunded either.

Besides this, the coalition agreement between the German Christian Democratic and Christian Social Union, as well as with the German Social Democratic Party for the formation of a new German federal government

provides that the Flat Tax regime shall be partially abolished for interest income as soon as the automatic information exchange on tax matters (*Automatischer Informationsaustausch in Steuerfragen*) is established. Instead, interest income shall be taxed by way of assessment on the basis of the individual taxpayer's progressive income tax rates of up to 45% (plus a 5.5% solidarity surcharge thereon, unless (partially) abolished or reduced in the future, and church tax, if applicable).

14.7 Special Treatment of Companies in the Financial and Insurance Sectors and Pension Funds

As an exception to the aforementioned rules, dividends paid to, and capital gains realized by, certain companies in the financial and insurance sector are fully taxable. Since January 1, 2017, the aforementioned exclusions of (partial) tax exemptions for corporate income tax and trade tax purposes apply to shares which, in the case of credit institutions or financial services institutions, are to be allocated to the trading portfolio (*Handelsbestand*) within the meaning of the German Commercial Code (*Handelsgesetzbuch*). As a consequence, such credit institutions or financial services institutions cannot benefit from the partial income method and are not entitled to the effective 95% exemption from corporate income tax, solidarity surcharge and trade tax. Therefore, dividend income and capital gains are fully taxable. The same applies to shares held by finance companies where (i) credit institutions or financial services institutions hold, directly or indirectly, a participation of more than 50% in the respective finance company, and (ii) the finance company must disclose the shares as current assets (*Umlaufvermögen*) as of the time they are initially recognized as business assets. Likewise, the tax exemption described earlier afforded to corporations for dividend income and capital gains from the sale of shares does not apply to shares that qualify as a capital investment in the case of life insurance and health insurance companies, or those which are held by pension funds.

However, an exemption to the foregoing, and thus a 95% effective tax exemption, applies to dividends obtained by the aforementioned companies, to which the Parent Subsidiary Directive applies.

14.8 Inheritance and Gift Tax

The transfer of shares to another person by inheritance or gift is generally only subject to German inheritance or gift tax if:

i. the decedent, donor, heir, beneficiary or other transferee maintained his domicile or habitual abode in Germany, or had its place of management or registered office in Germany at the time of the transfer, or is a German citizen who has spent no more than five consecutive years (this term is extended to ten years for German expatriates with residence in the United States) prior to the transfer outside Germany without maintaining a residence in Germany (special rules apply to certain former German citizens who neither maintain their domicile nor have their habitual abode in Germany); or

ii. the shares were held by the decedent or donor as part of business assets for which a permanent establishment was maintained in Germany or for which a permanent representative in Germany had been appointed; or

iii. the decedent or donor, either individually or collectively with related parties, held, directly or indirectly, at least 10% of the Company's registered share capital at the time of the inheritance or gift.

Currently, there is no double taxation treaty on inheritance tax and gift tax in force between Germany and Luxembourg. Special rules apply to German citizens living outside Germany and to former German citizens.

The fair value of the shares represents the tax assessment base, which generally corresponds to the stock exchange price of the Company's shares. Depending on the degree of relationship between decedent or donor and recipient, different tax-free allowances and tax rates apply.

14.9 The Proposed Financial Transactions Tax

On February 14, 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a directive for a common financial transaction tax in certain participating member states of the European Union, including Germany. Such directive could, depending on the actual circumstances, apply to certain transactions in the Company's shares, including with respect to secondary market transactions. The issuance and subscription of shares should, however, be exempt. The Commission's Proposal remains subject to negotiations between the participating member states of the European Union and it is currently unclear in what form and when the Commission's Proposal will be implemented, if at all. Recently, the German Federal Minister of Finance has submitted a proposal to introduce a financial transaction tax, which has also not yet been adopted or implemented in Germany. Prospective shareholders are advised to seek their own professional advice in relation to a future financial transaction tax.

14.10 Other Taxes

No German real estate transfer tax, VAT, stamp duty or similar taxes are currently assessed on the purchase, sale or other transfer of shares of the Company. Provided that certain requirements are met, an entrepreneur may, however, opt for the payment of VAT on transactions that are otherwise tax-exempt. Net wealth tax is currently not imposed in Germany.

15. UNITED STATES FEDERAL INCOME TAXATION

This section describes the material United States federal income tax consequences of acquiring, owning and disposing of our Units, Public Shares and Public Warrants. A purchaser of a Unit generally should be treated, for United States federal income tax purposes, as the owner of the underlying Public Share and Public Warrant components of the Unit. This discussion applies only to holders that acquire a Unit for cash in the Private Placement and hold the Unit and each component of the Unit as a capital asset within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "**Code**"). This discussion assumes that any consideration received (or deemed received) by a holder in consideration for the sale or other disposition of our Public Shares and Public Warrants will be in U.S. dollars. This discussion addresses only United States federal income taxation and does not discuss all of the tax consequences that may be relevant to holders in light of their individual circumstances, including non-U.S., state or local tax consequences, estate and gift tax consequences, and tax consequences arising under the Medicare contribution tax on net investment income or the alternative minimum tax. This section does not apply to holders that are a member of a special class of holders subject to special rules, including:

- a dealer in securities;
- a trader in securities that elects to use a mark-to-market method of accounting for securities holdings;
- a bank and certain other financial institutions;
- a regulated investment company;
- a real estate investment trust;
- a U.S. expatriate;
- a tax-exempt organization or entity;
- a tax-deferred account, including an "individual retirement account";
- an insurance company;
- a person that directly, indirectly or through attribution owns 10% or more of the combined voting power of our voting stock or of the total value of our stock;
- a person that holds Public Shares or Public Warrants as part of a straddle or a hedging or conversion transaction;
- a person that purchases or sells Public Shares or Public Warrants as part of a wash sale for tax purposes;
- a partnership or other pass-through entity and person holding Public Shares or Public Warrants through a partnership or other pass-through entity; or
- a U.S. Holder (as defined below) whose functional currency is not the U.S. dollar.

This section is based on the Code, its legislative history, existing and proposed regulations, published rulings and court decisions, all as currently in effect, as well as on the Convention Between the Government of the United States and the Government of Luxembourg (the "**Treaty**"). These authorities are subject to change, possibly on a retroactive basis. The statements in this Prospectus are not binding on the U.S. Internal Revenue Service (the "**IRS**") or any court, and thus we can provide no assurance that the U.S. federal income tax consequences discussed below will not be challenged by the IRS or will be sustained by a court if challenged by the IRS.

If an entity or arrangement that is treated as a partnership for United States federal income tax purposes holds Public Shares or Public Warrants, the United States federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding Public

Shares or Public Warrants should consult its tax advisor with regard to the United States federal income tax treatment of an investment in the Public Shares and Public Warrants.

Holders should consult their own tax advisor regarding the United States federal, state and local tax consequences of acquiring, owning and disposing of our securities in their particular circumstances.

15.1 Allocation of Purchase Price and Characterization of a Unit

The acquisition of a Unit should be treated for U.S. federal income tax purposes as the acquisition of one share of our Public Shares and 1/3 of one Public Warrant, a whole one of which is exercisable to acquire one share of our Public Shares. We intend to treat the acquisition of a Unit in this manner and, by purchasing a Unit, you will agree to adopt such treatment for applicable tax purposes. For U.S. federal income tax purposes, each holder of a Unit must allocate the purchase price paid by such holder for such Unit between the one Public Share and the 1/3 of one Public Warrant based on the relative fair market value of each at the time of issuance, although this allocation is not binding on the IRS or the courts. The price allocated to each Public Share and 1/3 of one Public Warrant should constitute the shareholder's initial tax basis in such share or Public Warrant. Neither the separation of the Public Share and the 1/3 of one Public Warrant constituting a Unit nor the combination of thirds of Public Warrants into a single Public Warrant should be a taxable event for U.S. federal income tax purposes.

15.2 U.S. Holders

This section applies to you if you are a U.S. Holder. A "**U.S. Holder**" is a beneficial owner of Units, Public Shares or Public Warrants that is, for United States federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to United States federal income tax regardless of its source; or
- a trust if a United States court can exercise primary supervision over the trust's administration and one or more United States persons are authorized to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.

15.2.1 Taxation of Distributions

Subject to the passive foreign investment company ("**PFIC**") rules discussed below, the gross amount of any distribution we pay on our Public Shares out of our current or accumulated earnings and profits (as determined for United States federal income tax purposes), other than certain pro-rata distributions of Public Shares, will be treated as a dividend that is subject to United States federal income taxation (including the amount of any non-U.S. taxes withheld therefrom, if any) and generally will be includible as dividend income in a U.S. Holder's gross income on the date on which the dividends are actually or constructively received. Distributions in excess of current and accumulated earnings and profits, as determined for United States federal income tax purposes, will be treated as a non-taxable return of capital to the extent of a U.S. Holder's basis in the Public Shares and thereafter as capital gain. However, we do not expect to calculate earnings and profits in accordance with United States federal income tax principles. Accordingly, U.S. Holders should expect to generally treat distributions we make as dividends. If a holder is a non-corporate U.S. Holder, dividends that constitute qualified dividend income will be taxable to such holder at the preferential rates applicable to long-term capital gains provided that such holder holds the Public Shares for more than 60 days during the 121-day period beginning 60 days before the ex-dividend date and meets other holding period requirements. Dividends that we distribute with respect to the Public Shares generally will be qualified dividend income if, in the year that the holder receives the dividend, we are eligible for the benefits of the Treaty, and certain other requirements are met. It is uncertain whether we are currently eligible for the benefits of the Treaty and whether we will be eligible for the benefits of the Treaty in future years. Accordingly, it is uncertain whether dividends that we distribute with respect to the Public Shares will constitute qualified dividend income.

The Dividends on the Public Shares will not be eligible for the dividends-received deduction generally allowed to United States corporations in respect of dividends received from other United States corporations. The

amount of the dividend distribution that U.S. Holders must include in their income will be the U.S. dollar value of the euro payments made, determined at the spot euro/U.S. dollar rate on the date the dividend distribution is includible in their income, regardless of whether the payment is in fact converted into U.S. dollars. Generally, any gain or loss resulting from currency exchange fluctuations during the period from the date U.S. Holders include the dividend payment in income to the date they convert the payment into U.S. dollars will be treated as ordinary income or loss and will not be eligible for the special tax rate applicable to qualified dividend income. The gain or loss generally will be income or loss from sources within the United States for foreign tax credit limitation purposes.

Subject to certain limitations, the Luxembourg tax withheld in accordance with the Treaty and paid over to Luxembourg will be creditable or deductible against a U.S. Holder's United States federal income tax liability. Special rules apply in determining the foreign tax credit limitation with respect to dividends that are subject to the preferential tax rates. To the extent a reduction or refund of the tax withheld is available to a U.S. Holder under Luxembourg law or under the Treaty, the amount of tax withheld that could have been reduced or that is refundable will not be eligible for credit against such U.S. Holder's United States federal income tax liability.

Dividends on the Public Shares will generally be income from sources outside the United States and will generally be "passive" income for purposes of computing the foreign tax credit allowable to a U.S. Holder. The rules relating to the determination of the U.S. foreign tax credit are complex, and U.S. Holders should consult their tax advisor to determine whether and to what extent a credit would be available.

15.2.2 Sale, Exchange or Other Taxable Disposition of Public Shares and Public Warrants

Subject to the PFIC rules discussed below, a U.S. Holder generally will recognize capital gain or loss on the sale, exchange or other taxable disposition of our Public Shares or Public Warrants (including a redemption of our Public Shares (as described below) or Public Warrants that is treated as a taxable disposition, including pursuant to our dissolution and liquidation if we do not consummate the Business Combination within the required time period). Any such capital gain or loss generally will be long-term capital gain or loss if the U.S. Holder's holding period for such Public Shares or Public Warrants exceeds one year. It is unclear, however, whether certain redemption rights described in this Prospectus may suspend the running of the applicable holding period of the Public Shares for this purpose during the period prior to the consummation of the Business Combination. If the running of the holding period for the Public Shares is suspended, then non-corporate U.S. Holders may not be able to satisfy the one-year holding period requirement for long-term capital gain treatment, in which case any gain on a sale, exchange or other taxable disposition of Public Shares prior to the date that is one year and one day after the consummation of the Business Combination would be subject to short-term capital gain treatment and would be taxed at ordinary income tax rates.

The amount of gain or loss recognized by a U.S. Holder on a sale, exchange or other taxable disposition generally will be equal to the difference between (i) the sum of the amount of cash and the fair market value of any property received in such disposition and (ii) the U.S. Holder's adjusted tax basis in its Public Shares or Public Warrants so disposed of. A U.S. Holder's adjusted tax basis in its Public Shares or Public Warrants generally will equal the U.S. Holder's acquisition cost (that is, the portion of the purchase price of a Unit allocated to one Public Share or 1/3 of one Public Warrant, as described above under "*15.1 Allocation of Purchase Price and Characterization of a Unit*") reduced, in the case of a Public Share, by any prior distributions treated as a return of capital. Long-term capital gain realized by a non-corporate U.S. Holder may be taxed at reduced rates of taxation. The deduction of capital losses is subject to certain limitations.

15.2.3 Redemption of Public Shares

Subject to the PFIC rules discussed below, in the event that a U.S. Holder's Public Shares are redeemed pursuant to the redemption provisions described in this Prospectus under "*2.5.2 Shares*" or if we purchase a U.S. Holder's Public Shares in an open market transaction (such open market purchase of Public Shares by us is referred to as a "redemption" for the remainder of this discussion), the treatment of the transaction for U.S. federal income tax purposes will depend on whether the redemption qualifies as a sale of the Public Shares under Section 302 of the Code. If the redemption qualifies as a sale of Public Shares, the U.S. Holder will be treated as described under "*15.2.2 Sale, Exchange or Other Taxable Disposition of Public Shares and Public Warrants*" above. If the redemption does not qualify as a sale of Public Shares, the U.S. Holder will be treated as receiving a corporate distribution with the tax consequences described above under "*15.2.1 Taxation of Distributions*." Whether a redemption qualifies for sale treatment will depend largely on the total number of our shares treated as held by the U.S. Holder (including any shares constructively owned by the U.S. Holder described in the following

paragraph, including as a result of owning Public Warrants) relative to all of our shares outstanding both before and after such redemption. A redemption of Public Shares generally will be treated as a sale of the Public Shares (rather than as a corporate distribution) if such redemption (i) is "substantially disproportionate" with respect to the U.S. Holder, (ii) results in a "complete termination" of the U.S. Holder's interest in us or (iii) is "not essentially equivalent to a dividend" with respect to the U.S. Holder. These tests are explained more fully below.

In determining whether any of the foregoing tests is satisfied, a U.S. Holder takes into account not only our shares actually owned by the U.S. Holder, but also our shares that are constructively owned by such holder. A U.S. Holder may constructively own, in addition to shares owned directly, shares owned by certain related individuals and entities in which the U.S. Holder has an interest or that have an interest in such U.S. Holder, as well as any shares the U.S. Holder has a right to acquire by exercise of an option, which would generally include Public Shares which could be acquired by such U.S. Holder pursuant to the exercise of the Public Warrants. In order to meet the substantially disproportionate test, the percentage of our issued and outstanding voting shares actually and constructively owned by the U.S. Holder immediately following the redemption of Public Shares must, among other requirements, be less than 80% of the percentage of our issued and outstanding voting shares actually and constructively owned by the U.S. Holder immediately before the redemption. Prior to the Business Combination, the Public Shares may not be treated as voting shares for this purpose and, consequently, this substantially disproportionate test may not be applicable. There will be a complete termination of a U.S. Holder's interest if either (i) all of our shares actually and constructively owned by the U.S. Holder are redeemed or (ii) all of our shares actually owned by the U.S. Holder are redeemed and the U.S. Holder is eligible to waive, and effectively waives in accordance with specific rules, the attribution of shares owned by certain family members and the U.S. Holder does not constructively own any other shares of ours (including any shares constructively owned by the U.S. Holder as a result of owning our Public Warrants). The redemption of the Public Shares will not be essentially equivalent to a dividend if such redemption results in a "meaningful reduction" of the U.S. Holder's proportionate interest in us. Whether the redemption will result in a meaningful reduction in a U.S. Holder's proportionate interest in us will depend on the particular facts and circumstances. However, the IRS has indicated in a published ruling that even a small reduction in the proportionate interest of a small minority shareholder in a publicly held corporation who exercises no control over corporate affairs may constitute such a "meaningful reduction." A U.S. Holder should consult with its own tax advisors as to the tax consequences of a redemption.

If none of the foregoing tests are satisfied, then the redemption of any Public Shares will be treated as a corporate distribution and the tax effects will be as described under "*15.2.1 Taxation of Distributions*" above. After the application of those rules, any remaining tax basis of the U.S. Holder in the redeemed Public Shares will be added to the U.S. Holder's adjusted tax basis in its remaining shares, or, if it has none, to the U.S. Holder's adjusted tax basis in its Public Warrants or possibly in other shares constructively owned by it.

15.2.4 Exercise, Redemption or Lapse of a Public Warrant

Subject to the PFIC rules discussed below and except as discussed below with respect to the cashless exercise of a Public Warrant, a U.S. Holder generally will not recognize gain or loss upon the acquisition of a Public Share on the exercise of a Public Warrant for cash. A U.S. Holder's tax basis in a Public Share received upon exercise of the Public Warrant generally will equal the sum of the U.S. Holder's initial investment in the Public Warrant (that is, the portion of the U.S. Holder's purchase price for the Units that is allocated to the Public Warrant, as described above under "*15.1 Allocation of Purchase Price and Characterization of a Unit*") and the exercise price. It is unclear whether a U.S. Holder's holding period for the Public Share received will commence on the date of exercise of the Public Warrant or the day following the date of exercise of the Public Warrant; in either case, the holding period will not include the period during which the U.S. Holder held the Public Warrant. If a Public Warrant is allowed to lapse unexercised, a U.S. Holder generally will recognize a capital loss equal to such holder's tax basis in the Public Warrant.

The tax consequences of a cashless exercise of a Public Warrant are not clear under current law. Subject to the PFIC rules discussed below, a cashless exercise may not be taxable, either because the exercise is not a realization event or because the exercise is treated as a recapitalization for U.S. federal income tax purposes. In either situation, a U.S. Holder's tax basis in the Public Shares received generally should equal the U.S. Holder's tax basis in the Public Warrants exercised therefor. If the cashless exercise were not a realization event, it is unclear whether a U.S. Holder's holding period for the Public Shares received would be treated as commencing on the date of exercise of the Public Warrant or the day following the date of exercise of the Public Warrant; in either case, the holding period will not include the period during which the U.S. Holder held the Public Warrant.

If the cashless exercise were treated as a recapitalization, the holding period of the Public Shares received would include the holding period of the Public Warrants.

It is also possible that a cashless exercise may be treated as a taxable exchange in which gain or loss would be recognized. In such event, a U.S. Holder may be deemed to have surrendered a number of Public Warrants having a value equal to the exercise price for the total number of Public Warrants to be exercised. Subject to the PFIC rules discussed below, the U.S. Holder would recognize capital gain or loss in an amount equal to the difference between the fair market value of the Public Warrants deemed surrendered and the U.S. Holder's tax basis in the Public Warrants deemed surrendered. In this case, a U.S. Holder's aggregate tax basis in the Public Shares received would equal the sum of the U.S. Holder's initial investment in the Public Warrants deemed exercised (*i.e.*, the portion of the U.S. Holder's purchase price for the Units that is allocated to the Public Warrants, as described above under "*15.1 Allocation of Purchase Price and Characterization of a Unit*"), plus the exercise price for such Public Warrants. It is unclear whether a U.S. Holder's holding period for the Public Shares would commence on the date of exercise of the Public Warrant or the day following the date of exercise of the Public Warrant; in either case, the holding period will not include the period during which the U.S. Holder held the warrant.

If we give notice of an intention to redeem warrants for €0.01 as described above under "*2.5.3.1.1.2 Redemption of Public Warrants when the price per Public Share equals or exceeds €10.00 but is below €18.00*", and a U.S. Holder exercises its warrant on a cashless basis and receives the amount of Public Shares as determined by reference to the table set forth thereunder, we intend to treat such exercise as a redemption of Public Warrants for Public Shares for U.S. federal income tax purposes. Such redemption should be treated as a "recapitalization" within the meaning of Section 368(a)(1)(E) of the Code. Accordingly, a U.S. Holder should not recognize any gain or loss on such a cashless exercise, and U.S. Holder's aggregate tax basis in the Public Shares received in the cashless exercise generally should equal the U.S. Holder's aggregate tax basis in the Public Warrants that are exercised, and the holding period for the Public Shares that are received upon exercise of the Public Warrants should include the U.S. Holder's holding period for the surrendered Public Warrants. However, there is some uncertainty regarding this tax treatment and it is possible such a cashless exercise of the Public Warrants could be treated in part as a taxable exchange in which gain or loss would be recognized in a manner similar to that discussed above for a cashless exercise of Public Warrants or otherwise characterized.

Due to the absence of authority on the U.S. federal income tax treatment of a cashless exercise, including when a U.S. Holder's holding period would commence with respect to the Public Shares received, there can be no assurance which, if any, of the alternative tax consequences and holding periods described above would be adopted by the IRS or a court of law. Accordingly, U.S. Holders should consult their tax advisors regarding the tax consequences of a cashless exercise of Public Warrants.

Subject to the PFIC rules described below, if we redeem Public Warrants for cash pursuant to the redemption provisions described in the section of this Prospectus entitled "*2.5.3.1 Public Warrants*" or if we purchase Public Warrants in an open market transaction, such redemption or purchase generally will be treated as a taxable disposition to the U.S. Holder, taxed as described above under "*15.2.2 Sale, Exchange or Other Taxable Disposition of Public Shares and Public Warrants*."

15.2.5 Possible Constructive Distributions

The terms of each Public Warrant provide for an adjustment to the number of Public Shares for which the Public Warrant may be exercised or to the exercise price of the Public Warrant in certain events, as discussed in the section of this Prospectus entitled "*2.5.3.1 Public Warrants*." An adjustment which has the effect of preventing dilution generally is not taxable. The U.S. Holders of the Public Warrants would, however, be treated as receiving a constructive distribution from us if, for example, the adjustment increases such U.S. Holder's proportionate interest in our assets or earnings and profits (e.g., through an increase in the number of Public Shares that would be obtained upon exercise or through a decrease in the exercise price of the Public Warrant) as a result of a distribution of cash or other property to the holders of our Public Shares. Such constructive distribution to a U.S. Holder of Public Warrants would be treated as if such U.S. Holder had received a cash distribution from us generally equal to the fair market value of such increased interest (taxed as described above under "*15.2.1 Taxation of Distributions*").

15.2.6 PFIC Rules

In general, we will be a PFIC with respect to a U.S. Holder if for any taxable year in which such U.S. Holder held our Public Shares:

- at least 75% of our gross income for the taxable year is passive income; or
- at least 50% of the value, determined on the basis of a quarterly average, of our assets is attributable to assets that produce or are held for the production of passive income.

"Passive income" generally includes dividends, interest, gains from the sale or exchange of investment property rents and royalties (other than certain rents and royalties derived in the active conduct of a trade or business) and certain other specified categories of income. If a foreign corporation owns at least 25% by value of the stock of another corporation, the foreign corporation is treated for purposes of the PFIC tests as owning its proportionate share of the assets of the other corporation, and as receiving directly its proportionate share of the other corporation's income.

Because we are a blank check company, with no current active business, we believe that it is likely that we will meet the PFIC asset or income test for our current taxable year. However, pursuant to a start-up exception, a corporation will not be a PFIC for the first taxable year the corporation has gross income (the "start-up year"), if (1) no predecessor of the corporation was a PFIC; (2) the corporation satisfies the IRS that it will not be a PFIC for either of the first two taxable years following the start-up year; and (3) the corporation is not in fact a PFIC for either of those years. The applicability of the start-up exception to us is uncertain and will not be known until after the close of our current taxable year. After the acquisition of a company or assets in the Business Combination, we may still meet one of the PFIC tests depending on the timing of the acquisition and the amount of our passive income and assets as well as the passive income and assets of the acquired business. If the company that we acquire in the Business Combination is a PFIC, then we will likely not qualify for the start-up exception and will be a PFIC for our current taxable year. Our actual PFIC status for our current taxable year or any subsequent taxable year, however, will not be determinable until after the end of such taxable year. Accordingly, there can be no assurance with respect to our status as a PFIC for our current taxable year or any future taxable year.

Although our PFIC status is determined annually, an initial determination that our company is a PFIC will generally apply for subsequent years to a U.S. Holder who held Public Shares or Public Warrants while we were a PFIC, whether or not we meet the test for PFIC status in those subsequent years. If we are determined to be a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder of our Public Shares or Public Warrants and, in the case of our Public Shares, the U.S. Holder did not make either a timely mark-to-market election or a qualified electing fund ("**QEF**") election for our first taxable year as a PFIC in which the U.S. Holder held (or was deemed to hold) Public Shares, as described below, such U.S. Holder generally will be subject to special rules with respect to:

- any gain they realize on the sale or other disposition of their Public Shares or Public Warrants (which may include gain realized by reason of transfers of Public Shares or Public Warrants that would otherwise qualify as non-recognition transactions for United States federal income tax purposes); and
- any excess distribution that we make to them (generally, any distributions to them during a single taxable year, other than the taxable year in which their holding period in the Public Shares begins, that are greater than 125% of the average annual distributions received by them in respect of the Public Shares during the three preceding taxable years or, if shorter, their holding period for the Public Shares that preceded the taxable year in which they receive the distribution).

Under these rules:

- the gain realized on the sale or other disposition of Public Shares or Public Warrants (for this purpose, including pledges) or excess distribution will be allocated ratably over their holding period for the Public Shares or Public Warrants;

- the amount allocated to the taxable year in which they realized the gain or excess distribution or to prior years before the first year in which we were a PFIC with respect to them will be taxed as ordinary income;

- the amount allocated to each other prior year will be taxed at the highest tax rate in effect for that year; and

- the interest charge generally applicable to underpayments of tax will be imposed in respect of the tax attributable to each such year.

Special rules apply for calculating the amount of the foreign tax credit with respect to excess distributions by a PFIC.

In general, if we are determined to be a PFIC, a U.S. Holder may be able to avoid the PFIC tax consequences described above in respect of our Public Shares by making a timely and valid QEF election (if eligible to do so) to include in income its pro rata share of our net capital gains (as long-term capital gain) and other earnings and profits (as ordinary income) on a current basis, in each case whether or not distributed, in the taxable year of the U.S. Holder in which or with which our taxable year ends. A U.S. Holder generally may make a separate election to defer the payment of taxes on undistributed income inclusions under the QEF rules, but if deferred, any such taxes will be subject to an interest charge.

The QEF election is made on a shareholder-by-shareholder basis and, once made, can be revoked only with the consent of the IRS. A U.S. Holder generally makes a QEF election by attaching a completed IRS Form 8621, including the information provided in a PFIC annual information statement, to a timely filed U.S. federal income tax return for the tax year to which the election relates. Retroactive QEF elections generally may be made only by filing a protective statement with such return and if certain other conditions are met or with the consent of the IRS. U.S. Holders should consult their tax advisors regarding the availability and tax consequences of a retroactive QEF election under their particular circumstances.

In order to comply with the requirements of a QEF election, a U.S. Holder must receive a PFIC annual information statement from us. If we determine we are a PFIC for any taxable year, upon written request, we will endeavor to provide to a U.S. Holder such information as the IRS may require, including a PFIC annual information statement, in order to enable the U.S. Holder to make and maintain a QEF election, but there is no assurance that we will timely provide such required information. There is also no assurance that we will have timely knowledge of our status as a PFIC in the future or of the required information to be provided.

If a U.S. Holder has made a QEF election with respect to our Public Shares, and the excess distribution rules discussed above do not apply to such shares (because of a timely QEF election for our first taxable year as a PFIC in which the U.S. Holder holds (or is deemed to hold) such shares or a purge of the PFIC taint pursuant to a purging election, as described above), any gain recognized on the sale of our Public Shares generally will be taxable as capital gain and no additional interest charge will be imposed under the PFIC rules. As discussed above, if we are a PFIC for any taxable year, a U.S. Holder of our Public Shares that has made a QEF election will be currently taxed on its pro rata share of our earnings and profits, whether or not distributed for such year. A subsequent distribution of such earnings and profits that were previously included in income generally should not be taxable when distributed to such U.S. Holder. The tax basis of a U.S. Holder's shares in a QEF will be increased by amounts that are included in income, and decreased by amounts distributed but not taxed as dividends, under the above rules. In addition, if we are not a PFIC for any taxable year, such U.S. Holder will not be subject to the QEF inclusion regime with respect to our Public Shares for such a taxable year.

Alternatively, if a U.S. Holder, at the close of its taxable year, owns shares in a PFIC that are treated as marketable stock, the U.S. Holder may make a mark-to-market election with respect to such shares for such taxable year. If the U.S. Holder makes a valid mark-to-market election for the first taxable year of the U.S. Holder in which the U.S. Holder holds (or is deemed to hold) Public Shares in us and for which we are determined to be a PFIC, such U.S. Holder generally will not be subject to the PFIC rules described above in respect to its Public Shares. Instead, in general, the U.S. Holder will include as ordinary income in each taxable year the excess, if any, of the fair market value of its Public Shares at the end of its taxable year over its adjusted basis in its Public Shares. These amounts of ordinary income would not be eligible for the favorable tax rates applicable to qualified dividend income or long-term capital gains. The U.S. Holder also will recognize an ordinary loss in respect of the excess, if any, of its adjusted basis in its Public Shares over the fair market value of its Public Shares at the end of its taxable year (but only to the extent of the net amount of previously included income as a result of the mark-to-

market election). The U.S. Holder's basis in its Public Shares will be adjusted to reflect any such income or loss amounts, and any further gain recognized on a sale or other taxable disposition of its Public Shares will be treated as ordinary income. Currently, a mark-to-market election may not be made with respect to Public Warrants.

The mark-to-market election is available only for stock that is regularly traded on a national securities exchange that is registered with the Securities and Exchange Commission, or on a foreign exchange or market that the IRS determines has rules sufficient to ensure that the market price represents a legitimate and sound fair market value. If made, a mark-to-market election would be effective for the taxable year for which the election was made and for all subsequent taxable years unless the Public Shares ceased to qualify as "marketable stock" for purposes of the PFIC rules or the IRS consented to the revocation of the election. U.S. Holders are urged to consult their own tax advisors regarding the availability and tax consequences of a mark-to-market election with respect to our Public Shares under their particular circumstances.

If we are a PFIC and, at any time, have a foreign subsidiary that is classified as a PFIC, U.S. Holders generally would be deemed to own a portion of the shares of such lower-tier PFIC, and generally could incur liability for the deferred tax and interest charge described above if we receive a distribution from, or dispose of all or part of our interest in, the lower-tier PFIC or the U.S. Holders otherwise were deemed to have disposed of an interest in the lower-tier PFIC. Upon written request, we will endeavor to cause any lower-tier PFIC to provide to a U.S. Holder the information that may be required to make or maintain a QEF election with respect to the lower-tier PFIC. There can be no assurance that we will have timely knowledge of the status of any such lower-tier PFIC. In addition, we may not hold a controlling interest in any such lower tier PFIC and thus there can be no assurance we will be able to cause the lower-tier PFIC to provide such required information. A mark-to-market election generally would not be available with respect to any such lower tier PFIC. U.S. Holders are urged to consult their tax advisors regarding the tax issues raised by lower-tier PFICs.

A U.S. Holder that owns (or is deemed to own) shares in a PFIC during any taxable year of the U.S. Holder, may have to file an IRS Form 8621 (whether or not a QEF or mark-to-market election is made) and such other information as may be required by the U.S. Treasury Department. Failure to do so, if required, will extend the statute of limitations until such required information is furnished to the IRS.

It is not entirely clear whether and how the PFIC rules apply to the Public Warrants. However, a U.S. Holder may not make a QEF election with respect to its Public Warrants to acquire our Public Shares. As a result, if the PFIC rules apply to the Public Warrants and a U.S. Holder sells or otherwise disposes of such Public Warrants (other than upon exercise of such Public Warrants) and we were a PFIC at any time during the U.S. Holder's holding period of such Public Warrants, any gain recognized generally will be treated as an excess distribution, taxed as described above. If a U.S. Holder that exercises such Public Warrants properly makes and maintains a QEF election with respect to the newly acquired Public Shares (or has previously made a QEF election with respect to our Public Shares), the QEF election will apply to the newly acquired Public Shares. Notwithstanding any such QEF election, rules relating to excess distributions described above, adjusted to take into account the current income inclusions resulting from the QEF election, will continue to apply with respect to such newly acquired Public Shares (which, while not entirely clear, generally will be deemed to have a holding period for purposes of the PFIC rules that includes the period the U.S. Holder held the Public Warrants), unless the U.S. Holder makes a purging election under the PFIC rules. Under one type of purging election, the U.S. Holder will be deemed to have sold such shares at their fair market value and any gain recognized on such deemed sale will be treated as an excess distribution, as described above. As a result of such purging election, the U.S. Holder will have a new basis and holding period in the Public Shares acquired upon the exercise of the Public Warrants for purposes of the PFIC rules. U.S. Holders should consult their tax advisors as to the application of the PFIC rules to the Public Warrants.

The rules dealing with PFICs and with the QEF, purging, and mark-to-market elections are very complex and are affected by various factors in addition to those described above. Accordingly, U.S. Holders of our Public Shares and Public Warrants should consult their own tax advisors concerning the application of the PFIC rules to our securities under their particular circumstances.

15.2.7 Shareholder Reporting

A U.S. Holder that owns "specified foreign financial assets" with an aggregate value in excess of $50,000 (and in some circumstances, a higher threshold) may be required to file an information report with respect to such assets with its tax return. "Specified foreign financial assets" may include financial accounts maintained by foreign financial institutions as well as the following, but only if they are held for investment and not held in accounts

maintained by financial institutions: (i) stocks and securities issued by non-United States persons, (ii) financial instruments and contracts that have non-United States issuers or counterparties, and (iii) interests in foreign entities. Significant penalties may apply for failing to satisfy this filing requirement. U.S. Holders are urged to contact their tax advisors regarding this filing requirement and other reporting obligations that may arise from an investment in our Public Shares and Public Warrants.

15.3 Non-U.S. Holders

This section applies to you if you are a non-U.S. Holder. A "**non-U.S. Holder**" means a beneficial owner of our Units, Public Shares or Public Warrants that is an individual, corporation, estate or trust and is not a U.S. Holder, but such term generally does not include an individual who is present in the United States for 183 days or more in the taxable year of a disposition of our Units, Public Shares or Public Warrants. If you are such an individual, you should consult your tax advisor regarding the U.S. federal income tax consequences of the sale or other disposition of our securities.

15.3.1 Dividends

If a holder is a non-U.S. Holder, dividends (including, as described under "*15.2.5 Possible Constructive Distributions*" above, constructive distributions treated as dividends) paid or deemed paid to such holder in respect of our Public Shares generally will not be subject to United States federal income tax unless the dividends are "effectively connected" with such non-U.S. Holder's conduct of a trade or business within the United States, and the dividends are attributable to a permanent establishment that such non-U.S. Holder maintains in the United States if that is required by an applicable income tax treaty as a condition for subjecting such non-U.S. Holder to United States taxation on a net income basis. In such cases, such non-U.S. Holder generally will be taxed in the same manner as a U.S. Holder. If a holder is a corporate non-U.S. Holder, "effectively connected" dividends may, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or at a lower rate if such holder is eligible for the benefits of an income tax treaty that provides for a lower rate.

15.3.2 Sale, Exchange or other Taxable Disposition of Public Shares or Public Warrants

A non-U.S. Holder generally will not be subject to United States federal income tax on gain recognized on the sale, exchange or other taxable disposition of our Public Shares or Public Warrants unless:

- the gain is "effectively connected" with such non-U.S. Holder's conduct of a trade or business in the United States, and the gain is attributable to a permanent establishment that such non-U.S. Holder maintains in the United States if that is required by an applicable income tax treaty as a condition for subjecting such non-U.S. Holder to United States taxation on a net income basis; or

- such non-U.S. Holder is an individual, is present in the United States for 183 or more days in the taxable year of the sale and certain other conditions exist.

If a holder is a corporate non-U.S. Holder, "effectively connected" gains that such holder recognizes may also, under certain circumstances, be subject to an additional "branch profits tax" at a 30% rate or at a lower rate if such holder is eligible for the benefits of an income tax treaty that provides for a lower rate.

15.3.3 Exercise, Redemption or Lapse of a Public Warrant

The U.S. federal income tax treatment of a non-U.S. Holder's exercise of a Public Warrant, or the lapse of a Public Warrant held by a non-U.S. Holder, generally will correspond to the U.S. federal income tax treatment of the exercise or lapse of a Public Warrant by a U.S. holder, as described under "*15.2.4 Exercise, Redemption or Lapse of a Public Warrant*," above, although to the extent a cashless exercise results in a taxable exchange, the consequences would be similar to those described in the preceding paragraphs above for a non-U.S. Holder's gain on the sale or other disposition of our Public Shares and Public Warrants.

The characterization for United States federal income tax purposes of the redemption of a non-U.S. Holder's Public Warrants generally will correspond to the United States federal income tax treatment of such a redemption of a U.S. Holder's Public Warrants, as described under "*15.2.4 Exercise, Redemption or Lapse of a Public Warrant*" above, and the consequences of the redemption to the non-U.S. Holder will be as described in the paragraphs above under the heading "*15.3 Non-U.S. Holders*" based on such characterization.

15.4 Backup Withholding and Information Reporting

If a holder is a non-corporate U.S. Holder, information reporting requirements, on IRS Form 1099, generally will apply to dividend payments or other taxable distributions made to such holder within the United States, and the payment of proceeds to such holder from the sale of our Public Shares effected at a United States office of a broker. Additionally, backup withholding may apply to such payments if a holder fails to comply with applicable certification requirements.

If a holder is a non-U.S. Holder, such holder is generally exempt from backup withholding and information reporting requirements with respect to dividend payments made to such holder outside the United States by us or another non-United States payor. Such holder is also generally exempt from backup withholding and information reporting requirements in respect of dividend payments made within the United States and the payment of the proceeds from the sale of our Public Shares effected at a United States office of a broker, as long as either (i) the payor or broker does not have actual knowledge or reason to know that such holder is a United States person and such holder has furnished a valid applicable IRS Form W-8 or other documentation upon which the payor or broker may rely to treat the payments as made to a non-United States person, or (ii) such holder otherwise establishes an exemption.

Payment of the proceeds from the sale of our Public Shares effected at a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, a sale effected at a foreign office of a broker could be subject to information reporting in the same manner as a sale within the United States (and in certain cases may be subject to backup withholding as well) if (i) the broker has certain connections to the United States, (ii) the proceeds or confirmation are sent to the United States or (iii) the sale has certain other specified connections with the United States.

A holder generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed such holder's income tax liability by timely filing a refund claim with the IRS.

16. FINANCIAL INFORMATION

ObоTech Acquisition SE

Société européenne

INTERIM CONSOLIDATED FINANCIAL STATEMENTS

FOR THE FINANCIAL PERIOD FROM 30 MARCH 2021 (DATE OF REGISTRATION) TO 31 MARCH 2021

Registered office: 9, rue de Bitbourg
L - 1273 Luxemburg
R.C.S. Luxemburg: B252966

ObboTech Acquisition SE

Interim consolidated financial statements for the period ended

31 March 2021

Index to the interim consolidated financial statements **Page(s)**

mazars

To the Shareholders of
OboTech Acquisition SE
R.C.S. Luxembourg B 252.939
9, rue de Bitbourg
L-1273 LUXEMBOURG

REPORT OF THE REVISEUR D'ENTREPRISES AGREE

Report on the audit of the interim consolidated financial statements

Opinion

We have audited the interim consolidated financial statements of **OboTech Acquisition SE** and its subsidiaries (the "Group"), which comprise the consolidated statement of financial position as at 31 March 2021, and the consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated statement of cash flows for the period from 30 March 2021 to 31 March 2021, and notes to the interim consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying interim consolidated financial statements give a true and fair view of the consolidated financial position of the Group as at 31 March 2021, and of its consolidated financial performance and its consolidated cash flows for the period from 30 March 2021 to 31 March 2021 in accordance with International Financial Reporting Standards (IFRSs) as adopted by the European Union.

Basis for Opinion

We conducted our audit in accordance with the Law of 23 July 2016 on the audit profession (Law of 23 July 2016) and with International Standards on Auditing (ISAs) as adopted for Luxembourg by the "Commission de Surveillance du Secteur Financier" (CSSF). Our responsibilities under the Law of 23 July 2016 and ISAs as adopted for Luxembourg by the CSSF are further described in the « Responsibilities of "Réviseur d'Entreprises Agréé" for the Audit of the interim consolidated financial statements » section of our report. We are also independent of the Group in accordance with the International Ethics Standards Board for Accountants' Code of Ethics for Professional Accountants (IESBA Code) as adopted for Luxembourg by the CSSF together with the ethical requirements that are relevant to our audit of the interim consolidated financial statements, and have fulfilled our other ethical responsibilities under those ethical requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of the Board of Directors and Those Charged with Governance for the interim consolidated financial statements

The Board of Directors is responsible for the preparation and fair presentation of these interim consolidated financial statements in accordance with IFRSs as adopted by the European Union, and for such internal control as the Board of Directors determines is necessary to enable the preparation of interim consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the interim consolidated financial statements, the Board of Directors is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Group's financial reporting process.

Responsibilities of the "Réviseur d'Entreprises Agréé" for the Audit of the interim consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the interim consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue a report of the "Réviseur d'Entreprises Agréé" that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with the Law dated 23 July 2016 and with ISAs as adopted for Luxembourg by the CSSF will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these interim consolidated financial statements.

As part of an audit in accordance with the Law dated 23 July 2016 and with ISAs as adopted for Luxembourg by the CSSF, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the interim consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Directors.

- Conclude on the appropriateness of Board of Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our report of the "Réviseur d'Entreprises Agréé" to the related disclosures in the interim consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our report of the "Réviseur d'Entreprises Agréé". However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the interim consolidated financial statements, including the disclosures, and whether the interim consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities and business activities within the Group to express an opinion on the interim consolidated financial statements. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Luxembourg, 26 April 2021

For MAZARS LUXEMBOURG, Cabinet de révision agréé
5, rue Guillaume J. Kroll
L-1882 LUXEMBOURG

Fabien Delante
Réviseur d'entreprises agréé

OboTech Acquisition SE

Interim consolidated statement of comprehensive income for the period ended 31 March 2021

	Note	Period from 30 March to 31 March 2021 EUR
Revenue		-
Other operating expenses	6	(48,064)
Operating profit/(loss)		**(48,064)**
Finance income		-
Finance costs	9	(4)
Loss before income tax		**(48,068)**
Income tax	7	-
Profit/(loss) for the period		**(48,068)**
Other comprehensive income		-
Total comprehensive income/(loss) for the period, net of tax		**(48,068)**
Profit/(loss) for the period attributable to:		
Equity holders of the parent		(48,068)
Non-controlling interests		-
		(48,068)
Total comprehensive income/(loss) attributable to:		
Equity holders of the parent		(48,068)
Non-controlling interests		-
		(48,068)
Earnings/(loss) per share attributable to equity holders of the parent:	8	
Net earnings per share		(0.004)
Diluted earnings per share		(0.004)

The accompanying notes form an integral part of these interim consolidated financial statements.

ObboTech Acquisition SE

Interim consolidated statement of financial position as at 31 March 2021

	Note	31 March 2021 EUR
ASSETS		
Current assets		
Deferred costs	10	369,564
Cash and cash equivalents	11	145,500
		515,064
Total assets		**515,064**
EQUITY AND LIABILITIES		
Equity	12	
Share capital		120,000
Accumulated deficit		(48,068)
Total equity attributable to owners of the parent		71,932
Non-controlling interests		-
Total equity		**71,932**
Current liabilities		
Loan payable to related party	9	30,504
Trade and other payables	13	412,628
		443,132
Total liabilities		**443,132**
Total equity and liabilities		**515,064**

The accompanying notes form an integral part of these interim consolidated financial statements.

ObboTech Acquisition SE

Interim consolidated statement of changes in equity for the period ended 31 March 2021

	Share capital EUR	Accumulated deficit EUR	Total equity attributable to parent EUR	Non-controlling interest EUR	Total equity EUR
Issuance of incorporation capital	120,000	-	120,000	-	120,000
Profit/(loss) for the period	-	(48,068)	(48,068)	-	(48,068)
Balance, 31 March 2021	**120,000**	**(48,068)**	**71,932**	**-**	**71,932**

The accompanying notes form an integral part of these interim consolidated financial statements.

OboTech Acquisition SE

Interim consolidated statement of cash flows for the period ended 31 March 2021

	Note	Period from 30 March to 31 March 2021 EUR
Cash flows from operating activities		
Loss before income tax		(48,068)
Adjustment non-cash items:		
Interest expense	9	4
Transaction costs on acquisition of subsidiaries		5,000
Changes in working capital:		
Increase in deferred costs	10	(369,564)
Increase in trade and other payables	13	412,628
Net cash flows from operating activities		**-**
Cash flows from investing activities		
Net cash flows from acquisition of subsidiaries	5	25,500
Net cash flows from investing activities		**25,500**
Cash flows from financing activities		
Proceeds from issuance of shares	12	120,000
Net cash flows from financing activities		**120,000**
Net increase in cash and cash equivalents		145,500
Cash and cash equivalents, beginning		-
Cash and cash equivalents at end of period		**145,500**

The accompanying notes form an integral part of these interim consolidated financial statements.

1. GENERAL INFORMATION

OboTech Acquisition SE (the "Company" or "Parent") was incorporated on 23 March 2021 (date of incorporation as per the deed of incorporation agreed between shareholders in front of the notary) in Luxembourg as a European company (*Société Européenne* or "SE") based on the laws of the Grand Duchy of Luxembourg ("Luxembourg"). The Company is registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés*, in abbreviated "RCS") under the number B252966 since 30 March 2021.

The share capital of the Company on 23 March 2021 was set to EUR 120,000, represented by 12,000,000 class B shares without nominal value. The share capital has been fully paid up. On 16 April 2021, following the extraordinary general meeting of shareholder, the Company converted the 12,000,000 class B shares into 2,500,000 class B1 shares and 2,500,000 B2 shares, without nominal value (Note 17).

The registered office of the Company is located at 9, rue de Bitbourg, L-1273 Luxembourg.

The Company is managed by its board of directors composed of Rolf Elgeti (chairperson), Lars Wittan, Benjamin Barnett, and Richard Kohl (the "Board of Directors").

The Founder, Obotritia Capital KGaA (the "Sponsor"), an affiliate of Rolf Elgeti, holds 100% of the share capital of the Company, in the form of Founder or Sponsor Shares.

Unlike other forms of companies, a Société Européenne only exists from the date of publication of its statutes with the RCS. Accordingly, theThe interim consolidated financial statements of OboTech Acquisition SE and its subsidiaries (collectively the "Group") were prepared in accordance with IFRS standards as adopted by the European Union for the period from 30 March 2021 (date of registration of the Company with the RCSincorporation as published in the Luxembourg Trade and Companies Register) to 31 March 2021 and were authorised for issue in accordance with a resolution of the Board of Directors Management Board on 22 April 2021. Any act performed and any transaction carried out by the Company between the date of incorporation and the date of registration is considered to emanate from the Company and is therefore included in the interim consolidated financial statements.

The Company has been established for the purpose of acquiring one operating business with principal business operations in a member state of the European Economic Area, the United Kingdom or Switzerland by way of a merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transaction (the "Business Combination"). The Company will not conduct operations or generate operating revenue unless and until the Company consummates the Business Combination.

It is the intention of the Board of Directors that the Company will undergo an initial public offering ("IPO") and be admitted to trading on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange, the main characteristics of which will be described in the prospectus to be approved by the Commission de Surveillance du Secteur Financier (the "CSSF") in Luxembourg for the purpose of the listing of the shares and the warrants. The Company will also apply for introduction to trading of the Public Warrants on the open market (*Freiverkehr*) of the Frankfurt Stock Exchange.

The Company will focus on consummating a Business Combination in the real estate technology and climate technology sectors which shall encompass primarily the following verticals: smart home technology; construction (design and build tech, innovative materials); smart city and infrastructure; green energy production and storage (real estate & industrial applications); circular climate; and, in addition, the following: property management technologies; data, analytics and reporting; e-brokerage platforms; transaction-based Proptech; and electro mobility. The Company will have 24 months from the date of the admission to trading to consummate a Business Combination, plus an additional three months if it signs a legally binding agreement with a target within those initial 24 months. Otherwise, the Company will be liquidated and distribute all of its assets to its shareholders.

Pursuant to Article 2 of the Articles of Association, the Company's corporate purpose is the creation, holding, development and realization of a portfolio, consisting of interests and rights of any kind and of any other form of investment in entities in Luxembourg and in foreign entities, whether such entities exist or are to be created, especially by way of subscription, acquisition by purchase, sale or exchange of securities or rights of any kind whatsoever, such as equity instruments, debt instruments, patents and licenses, as well as the administration and control of such portfolio.

The Company may further grant any form of security for the performance of any obligations of the Company or of any entity in which it holds a direct or indirect interest or right of any kind or in which the Company has invested in any other manner or which forms part of the same group of entities as the Company and lend funds or otherwise assist any entity in which it holds a direct or indirect interest or right of any kind or in which the Company has invested in any other manner or which forms part of the same group of companies as the Company.

The Company may borrow in any form and may issue any kind of notes, bonds and debentures and generally issue any debt, equity and/or hybrid securities in accordance with Luxembourg law.

The Company may carry out any commercial, industrial, financial, real estate or intellectual property activities which it may deem useful in accomplishment of these purposes.

2. SIGNIFICANT ACCOUNTING POLICIES

2.1. Basis of preparation

The Company's financial year starts on 1 January and ends on 31 December of each year, with the exception of the first financial year which starts on 30 March 2021 (date of registration with the RCS) and ends on 31 December 2021.

The interim consolidated financial statements of the Group as at 31 March 2021 were prepared for the purpose of the planned IPO.

The interim consolidated financial statements have been prepared in accordance with accounting standard IAS 1 Presentation of Financial Statements and on a going concern basis.

The interim consolidated financial statements have been prepared in Euros (EUR) unless stated otherwise. They have been prepared in accordance with the International Financial Reporting Standards (IFRS) published by the IASB and adopted by the European Union as at 31 March 2021.

2.2. Basis of Consolidation

The interim consolidated financial statements comprise the financial statements of the Company and its subsidiaries as at 31 March 2021.

Control is achieved when the Group is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Specifically, the Group controls an investee if, and only if, the Group has:

- Power over the investee (i.e., existing rights that give it the current ability to direct the relevant activities of the investee);
- Exposure, or rights, to variable returns from its involvement with the investee; and
- The ability to use its power over the investee to affect its returns.

Generally, there is the presumption that a majority of voting rights results in control. To support this presumption and when the Group has less than a majority of the voting or similar rights of an investee, the Group considers all relevant facts and circumstances in assessing whether it has power over an investee, including:

- The contractual arrangements with the other vote holders of the investee;
- Rights arising from other contractual arrangements; and
- The Group's voting rights and potential voting rights.

Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Assets, liabilities, income and expenses of a subsidiary acquired or disposed of during the year are included in the interim consolidated financial statements from the date the Group gains control until the date the Group ceases to control the subsidiary.

Profit or loss and each component of other comprehensive income are attributed to the equity holders of the parent of the Group and to the non-controlling interests, even if this results in the non-controlling interests having a deficit balance.

When necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies in line with the Group's accounting policies. All intra-group assets and liabilities, equity, income, expenses and cash flows relating to transactions between members of the Group are eliminated in full on consolidation.

2.3. Summary of Significant Accounting Policies

International accounting standards include IFRS, IAS (International Accounting Standards) and their interpretations (Standing Interpretations Committee) and IFRICs (International Financial Reporting Interpretations Committee).

The repository adopted by the European Commission is available on the following internet site: http://ec.europa.eu/finance/accounting/ias/index_en.htm

a) New standards, amendments and interpretations that were issued but not yet applicable in as at 31 March 2021 and that are most relevant to the Group

- **Amendments to IAS 1 - not yet endorsed by the EU:** Classification of Liabilities as Current or Non-current. In January 2020, the IASB issued amendments to paragraphs 69 to 76 of IAS 1 to specify the requirements for classifying liabilities as current or non-current. The amendments are effective for annual reporting periods beginning on or after 1 January 2023 and must be applied retrospectively.
- **Reference to the Conceptual Framework – Amendments to IFRS 3 - not yet endorsed by the EU**: In May 2020, the IASB issued Amendments to IFRS 3 Business Combinations - Reference to the Conceptual Framework. The amendments are intended to replace a reference to the Framework for the Preparation and Presentation of Financial Statements, issued in 1989, with a reference to the Conceptual Framework for Financial Reporting issued in March 2018 without significantly changing its requirements.

  The Board also added an exception to the recognition principle of IFRS 3 to avoid the issue of potential 'day 2' gains or losses arising for liabilities and contingent liabilities that would be within the scope of IAS 37 or IFRIC 21 Levies, if incurred separately.

  At the same time, the Board decided to clarify existing guidance in IFRS 3 for contingent assets that would not be affected by replacing the reference to the Framework for the Preparation and Presentation of Financial Statements.

  The amendments are effective for annual reporting periods beginning on or after 1 January 2022 and apply prospectively.

The initial application of these standards, interpretations and amendments to existing standards is planned for the period of time from when its application becomes compulsory. Currently, the Board of Directors anticipates that the adoption of these Standards and Interpretations in future periods will have no material impact on the financial information of the Group.

b) Business combinations and goodwill

Business combinations are accounted for using the acquisition method. The cost of an acquisition is measured as the aggregate of the consideration transferred, which is measured at acquisition date fair value, and the amount of any non-controlling interests in the acquiree. For each business combination, the Group elects whether to measure the non-controlling interests in the acquiree at fair value or at the proportionate share of the acquiree's identifiable net assets. Acquisition-related costs are expensed as incurred and included in administrative expenses.

The Group determines that it has acquired a business when the acquired set of activities and assets include an input and a substantive process that together significantly contribute to the ability to create outputs. The acquired process is considered substantive if it is critical to the ability to continue producing outputs, and the inputs acquired include an organised workforce with the necessary skills, knowledge, or experience to perform that process or it significantly contributes to the ability to continue producing outputs and is considered unique or scarce or cannot be replaced without significant cost, effort, or delay in the ability to continue producing outputs.

When the Group acquires a business, it assesses the financial assets and liabilities assumed for appropriate classification and designation in accordance with the contractual terms, economic circumstances and pertinent conditions as at the acquisition date. This includes the separation of embedded derivatives in host contracts by the acquiree.

Any contingent consideration to be transferred by the acquirer will be recognised at fair value at the acquisition date. Contingent consideration classified as equity is not remeasured and its subsequent settlement is accounted for within equity. Contingent consideration classified as an asset or liability that is a financial instrument and within the scope of IFRS 9 Financial Instruments, is measured at fair value with the changes in fair value recognised in the statement of profit or loss in accordance with IFRS 9. Other contingent consideration that is not within the scope of IFRS 9 is measured at fair value at each reporting date with changes in fair value recognised in profit or loss.

Goodwill is initially measured at cost (being the excess of the aggregate of the consideration transferred and the amount recognised for non-controlling interests and any previous interest held over the net identifiable assets acquired and liabilities assumed). If the fair value of the net assets acquired is in excess of the aggregate consideration transferred, the Group re-assesses whether it has correctly identified all of the assets acquired and all of the liabilities assumed and reviews the procedures used to measure the amounts to be recognised at the acquisition date. If the reassessment still results in an excess of the fair value of net assets acquired over the aggregate consideration transferred, then the gain is recognised in profit or loss. After initial recognition, goodwill is measured at cost less any accumulated impairment losses. For the purpose of impairment testing, goodwill acquired in a business combination is, from the acquisition date, allocated to each of the Group's cash-generating units that are expected to benefit from the combination, irrespective of whether other assets or liabilities of the acquiree are assigned to those units.

c) Foreign currencies

These interim consolidated financial statements are presented in EUR, which is the parent's and subsidiaries functional currency and presentation currency.

Transactions denominated in currencies other than the EUR are recorded at the exchange rate at the transaction date.

d) Financial instruments

A financial instrument is any contract that gives rise to a financial asset of one entity and a financial liability or equity instrument of another entity. The Group recognises a financial asset or a financial liability when it becomes a party to the contractual provisions of the instrument. Purchases or sales of financial assets that require delivery of assets within the time frame generally established by regulation or convention in the marketplace (regular way trades) are recognised on the trade date i.e. the date that the Group commits to purchase or sell the asset.

Financial assets: The Group classifies its financial assets as subsequently measured at amortised cost or measured at fair value through profit or loss on the basis of both:

- The entity's business model for managing the financial assets; and
- The contractual cash flow characteristics of the financial asset.

The Group initially measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit and loss, transaction costs.

Financial assets measured at amortised cost: This is the category most relevant to the Group. A debt instrument is measured at amortised cost if it is held within a business model whose objective is to hold financial assets in order to collect contractual cash flows and its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding. Financial assets at amortised cost are subsequently measured using the effective interest rate (EIR) method and are subject to impairment. Gains and losses are recognised in profit and loss when the asset is derecognised, modified or impaired.

The Group includes in this category cash and cash equivalents.

Financial liabilities: The financial liabilities are classified, at initial recognition, as financial liabilities at fair value through profit or loss or financial liabilities at amortised cost.

The Group's financial liabilities include trade and other payables, interest-bearing loans and borrowings.

All financial liabilities are recognised initially at fair value and, in the case of loans and borrowings and payables, net of directly attributable transaction costs.

Financial liabilities measured at amortised cost: This is the category most relevant to the Group. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the EIR method. Gains and losses are recognised in profit or loss when the liabilities are derecognised as well as through the EIR amortisation process.

Amortised cost is calculated by taking into account any discount or premium on acquisition and fees or costs that are an integral part of the EIR. The EIR amortisation is included as finance costs in the statement of profit or loss.

The Group includes in this category interest-bearing loans and borrowings and trade and other payables.

Derecognition: A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expired. When an existing financial liability is replaced by another from the same lender on substantially different terms, or the terms of an existing liability are substantially modified, such an exchange or modification is treated as the derecognition of the original liability and the recognition of a new liability. The difference in the respective carrying amounts is recognised in the statement of profit or loss.

Impairment of financial assets: The Group has chosen to apply an approach similar to the simplified approach for expected credit losses ("ECL") under IFRS 9 to its financial assets. Therefore the Group recognises a loss allowance based on lifetime ECLs at each reporting date. The Group's approach to ECLs reflects a probability-weighted outcome, the time value of money and reasonable and supportable information that is available without undue cost or effort at the reporting date about past events, current conditions and forecasts of future economic conditions.

e) Cash and cash equivalents

Cash and cash equivalents in the statement of financial position comprise cash at banks and on hand and short-term highly liquid deposits with a maturity of three months or less, that are readily convertible to a known amount of cash and subject to an insignificant risk of changes in value. The carrying amounts of these approximate their fair value.

For the purpose of the interim consolidated statement of cash flows, cash and cash equivalents consist of cash and short-term deposits, as defined above, net of outstanding bank overdrafts as they are considered an integral part of the Group's cash management.

f) Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

- In the principal market for the asset or liability; or
- In the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or the most advantageous market must be accessible by the Group.

The fair value of an asset or a liability is measured using the assumptions that market participants would use when pricing the asset or liability, assuming that market participants act in their economic best interest.

A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Group uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximising the use of relevant observable inputs and minimising the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the interim consolidated financial statements are categorised within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 - Quoted (unadjusted) market prices in active markets for identical assets or liabilities;
- Level 2 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable;
- Level 3 - Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable.

For the purpose of fair value disclosures, the Group has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy, as explained above.

g) Provisions

Provisions are recognised when the Group has a present obligation (legal or constructive) as a result of a past event, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation. When the Group expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognised as a separate asset, but only when the reimbursement is virtually certain. The expense relating to a provision is presented in the statement of profit or loss net of any reimbursement.

If the effect of the time value of money is material, provisions are discounted using a current pre-tax rate that reflects, when appropriate, the risks specific to the liability. When discounting is used, the increase in the provision due to the passage of time is recognised as a finance cost.

h) Taxes

Income tax recognized in the statement of profit or loss and other comprehensive income includes current and deferred taxes.

Current tax

Current income tax assets and liabilities are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted at the reporting date in the countries where the Group operates and generates taxable income.

Current income tax relating to items recognised directly in equity is recognised in equity and not in the statement of profit or loss and other comprehensive income.

Deferred tax

Deferred tax is recognized on temporary differences between the carrying amount of assets and liabilities in the interim consolidated financial statements and the corresponding tax bases used in the computation of taxable profit.

Deferred tax liabilities are generally recognized for all taxable temporary differences. Deferred tax assets are generally recognized for all deductible temporary differences to the extent that it is probable that taxable profits will be available against which those deductible temporary differences can be utilized. Deferred tax assets are tested for impairment on the basis of a tax planning derived from management business plans.

Such deferred tax assets and liabilities are not recognized if the temporary difference arises from goodwill or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

Sales tax

Expenses and assets are recognised net of the amount of sales tax, except:

- When the sales tax incurred on a purchase of assets or services is not recoverable from the taxation authority, in which case, the sales tax is recognised as part of the cost of acquisition of the asset or as part of the expense item, as applicable; and
- When receivables and payables are stated with the amount of sales tax included.

The net amount of sales tax recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the statement of financial position.

3. SIGNIFICANT ACCOUNTING JUDGEMENTS, ESTIMATES AND ASSUMPTIONS

The preparation of these interim consolidated financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses.

Actual results and outcomes may differ from management's estimates and assumptions due to risks and uncertainties, including uncertainty in the current economic environment due to the ongoing outbreak of a novel strain of the coronavirus ("COVID-19").

In December 2019, a COVID-19 outbreak was reported in China, and, in March 2020, the World Health Organization declared it a pandemic. Since being initially reported in China, the coronavirus has spread to over 150 countries. Given the ongoing and dynamic nature of the COVID-19 crisis, it is difficult to predict the impact on the business of potential targets. The extent of such impact will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and actions taken to contain the coronavirus or its impact, among others. The ongoing COVID-19 pandemic, the increased market volatility and the potential unavailability of third-party financing caused by the COVID-19 pandemic as well as restrictions on travel and in-person meetings, which may hinder the due diligence process and negotiations, may also delay and/or adversely affect the Business Combination or make it more costly.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

As at 31 March 2021, the significant areas of estimation, uncertainty and critical judgements in applying accounting policies that have the most significant effect on the amounts recognised in these interim consolidated financial statements are:

- Going concern: Judgement on going concern consideration. The Board of Directors' underlying assumption to prepare the interim consolidated financial statements is based on the anticipated successful completion of the Private Placement and the Business Combination. As required by art. 480-2 of the Luxembourg law of 10 August 1915 (as amended) the Board of Directors of the Group plans to present a business continuity plan to the shareholders. Further, the shareholder has also granted an interest-bearing loan to the Company of up to EUR 1,500,000 to finance third party costs and other working capital requirements until its intended Private Placement and listing of its class A shares.
- Deferred costs: According to the Board Directors' underlying assumption of a successful admission to the regulated market of the Frankfurt Stock Exchange, the related amounts incurred as transaction costs as of 31 March 2021 that qualify as incremental costs directly attributable to the IPO and hence are intended to be deducted from equity upon recognition of the equity transaction are reported as deferred costs in the interim consolidated financial statements as of that date. These amounts will be offset against the corresponding equity increase. If the listing is not completed, deferred costs will have to be recognised as an expense (Note 10).
- Deferred tax asset: A deferred tax asset in respect of the tax losses incurred has not been recognised as the Board of Directors estimates uncertainty in terms of future taxable profit against which the Group can utilise the benefits therefrom (Note 7).

4. GROUP INFORMATION

Subsidiaries

The Group has been newly established on 30 March 2021. The wholly-owned subsidiaries of the Group as at 31 March 2021 are Drachenfelssee 1172. V V GmbH which is to be renamed OboTech Services Verwaltungs-GmbH ("Obotech Services GmbH") and Drachenfelssee 1172. Vermögensverwaltungs GmbH & Co. KG. which has been renamed OboTech Services GmbH & Co. KG on 31 March 2021 ("OboTech Services KG"). OboTech Services KG is a German limited partnership managed by OboTech Services GmbH as its general partner.

The interim consolidated financial statements of the Group include the Company, OboTech Services KG and OboTech Services GmbH.

The parent company

The immediate and ultimate parent company of the Company is Obotritia Capital KGaA based in Germany with a shareholding of 100%, an affiliate of Rolf Elgeti, a member of the Board of Directors.

Segment Information

The Group is currently organised as one reportable segment. The Group has been deemed to form one reportable segment as the Parent and its subsidiaries have been established together for the purpose acquiring one operating business i.e. the Business Combination (Note 1).

5. ACQUISITION OF SUBSIDIARIES

The Company will conduct substantially all of its operations through its wholly owned and newly acquired subsidiary OboTech Services KG, a German limited partnership managed by the Company's wholly owned subsidiary, OboTech Services GmbH, which is the general partner of OboTech Services KG.

The acquired companies are companies with no business. Consequently, the acquisition has been accounted as acquisitions of assets that do not constitute a business combination.

The Company acquired both companies for an amount of EUR 30,500 which included cash balances of EUR 25,500 (thereof EUR 25,000 from OboTech Services GmbH and EUR 500 from OboTech Services KG) and acquisition related costs of EUR 5,000. The acquisition related costs have been recognized in the interim consolidated statement of comprehensive income.

The purchase price for the acquisition was paid directly by the Sponsor on 31 March 2021 on behalf of the Company and considered a drawdown under the shareholder loan (Note 9).

6. OTHER EXPENSES

6.1. Other Operating Expenses

The other operating expenses of EUR 48,064 incurred mainly include EUR 43,064 of fees for tax, legal, accounting, auditor's and consulting services and EUR 5,000 fee paid on the acquisition of OboTech Services GmbH and OboTech Services KG.

The Company did not have any employees during the financial period ended 31 March 2021.

7. INCOME TAXES

The reconciliation between actual and theoretical tax expense is as follows:

	31 March 2021 EUR
Loss for the period before tax	(48,068)
Theoretical tax charges, applying the tax rate of 24.94%	11,988
Losses for which no deferred tax asset has been recognized	11,988
Income tax	**-**

The tax rate used in reconciliation above is the Luxembourgish tax rate (24.94%) as the Company is domiciled in Luxembourg. Deferred tax assets have not been recognised in respect of the loss incurred during the period ended 31 March 2021 because it is not probable that future taxable profit will be available against which the Group can utilise the benefits therefrom. Unused tax losses of the Company can be used within a period of 17 years as per Luxembourg tax law.

8. EARNINGS/(LOSS) PER SHARE

Basic earnings/(loss) per share ("EPS") is calculated by dividing the profit/(loss) for the period attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the period.

Diluted EPS is calculated by dividing the profit/(loss) attributable to ordinary equity holders of the parent by the weighted average number of ordinary shares outstanding during the period plus the weighted average number of ordinary shares that would be issued on conversion of all the dilutive potential ordinary shares into ordinary shares.

Currently, no other diluting instruments have been issued. Therefore, basic EPS equals diluted EPS as at 31 March 2021.

9. FINANCIAL ASSETS AND LIABILITIES

Financial Liabilities: Interest-bearing loans and borrowings

The Company as the borrower concluded a loan agreement with its shareholder as the lender with effect on 23 March 2021 ("shareholder loan"). It was agreed for the loan to be utilized for the purpose of financing third party costs and other working capital requirements until the intended IPO. A loan amount of up to EUR 1,500,000 has been granted to the Company. The loan bears annual interest of 5% and will mature one year after the end of the earlier of (i) 30 months following the IPO or (ii) three months after completion of the Business Combination.

On 31 March 2021, an amount of EUR 30,500 of the loan has been considered drawn by the Company under the shareholder loan following the payment made by the Sponsor on the purchase price of acquisition of the subsidiaries. The undrawn loan facility as at 31 March 2021 amounts to EUR 1,469,500. An amount of EUR 4 has been accrued for unpaid interest for the drawn shareholder loan as at 31 March 2021.

The Parties may further intend that prior to the settlement of the IPO, the shareholder, at its full discretion, shall have the option to convert the shareholder loan into class B warrants of the Company either by way of setting-off its repayment claim under this shareholder loan against the Cash Purchase Price (as defined in the shareholder loan) under the Founder Agreement or by converting its repayment claim into additional class B warrants of the Company.

If the shareholder does not make use of either option right under the loan, the loan shall be available to the Company up until consummation of the business combination or liquidation of the Company.

10. DEFERRED COSTS

Deferred costs of EUR 369,564 as at 31 March 2021 are composed of legal costs incurred by the Company in relation to the public offering which will be offset against the corresponding equity increase after the completion of the IPO.

Other IPO related costs which have not been incurred amount EUR 5,092,436. These costs relate to the underwriter fees, legal fees for the underwriter and escrow, exchange and regulatory fees, and listing fees. These costs once incurred will be offset against the corresponding equity increase after the completion of the IPO.

11. CASH AND CASH EQUIVALENTS

The amount of cash and cash equivalents was EUR 145,500 as at 31 March 2021.

12. ISSUED CAPITAL AND RESERVES

As at 31 March 2021, the subscribed share capital amounts to EUR 120,000 consisting of 12,000,000 class B shares without nominal value. The Company may also issue class A shares. On 16 April 2021, following the extraordinary general meeting of shareholder, the Company converted the 12,000,000 class B shares into 2,500,000 class B1 shares and 2,500,000 B2 shares, without nominal value (Note 17).

There are 12,000,000 shares outstanding as at 31 March 2021 which are currently held by the Sponsor ("Sponsor Shares"). It is planned that the Sponsor Shares shall convert into Public Shares on the trading day following the consummation of the Business Combination; while, notwithstanding the foregoing, any Sponsor Shares transferred by private sales or transfers made in connection with the consummation of the Business Combination at prices no greater than the price at which the Sponsor Shares were originally purchased, will be redeemed in exchange for the issuance of Public Shares upon the consummation of the Business Combination, but will continue to be subject to the Sponsor Lock-Up (the "Promote Conversion"). The Sponsor Shares will convert in accordance with the Promote Conversion into a number of Public Shares such that the number of Public Shares issuable to the Sponsor upon conversion of all Sponsor Shares will be equal, in the aggregate, on an as-converted basis, to 20% (not taking into account the Sponsor Shares issued to the Sponsor as part of the Additional Sponsor Subscription (as defined below)) of the total number of Public Shares issued and outstanding as a result of the completion of the Private Placement.

Authorised Capital

As at 31 March 2021, the authorized capital, excluding the issued share capital, of the Company is set at EUR 1,000,000 consisting of 100,000,000 shares without nominal value. On 16 April 2021, following the extraordinary general meeting of shareholder, the Company increased the authorized capital to 12,049,614 consisting of 501,847,250 class A shares without nominal value and 325,000 class B1 shares. On 26 April 2021, following the extraordinary general meeting of shareholders, the authorised capital, excluding the issued share capital, was further increased to EUR 12,100,280.40, consisting of 503,853,350 class A shares without nominal value and 325,000 class B1 shares. Please refer further to Note 17.

The authorization for the Board of Directors to create, renew or increase the capital pursuant to the relevant article in the Articles of Association is applicable for a period of 5 years from the date of incorporation.

Legal Reserves

The Company is required to allocate a minimum of 5% of its annual net profit to a legal reserve, until this reserve equals 10% of the subscribed share capital. This reserve may not be distributed.

13. TRADE AND OTHER PAYABLES

Trade and other payables amount to EUR 412,628 as at 31 March 2021.

Trade and other payables are related to legal and other services received by the Group. The carrying amounts of these approximate their fair value.

14. FINANCIAL RISK MANAGEMENT OBJECTIVES AND POLICIES

The Group consists of newly formed companies that have conducted no operations and currently generated no revenue. They do not have any foreign currency transactions. Hence currently the Group does not face foreign currency risks nor any interest rate risks as the financial instruments of the Group bear a fixed interest rate.

Liquidity Risks

Liquidity risk is the risk that the Group will encounter difficulty in meeting its financial obligations as they fall due. If the Private Placement contemplated by the Group is completed, 100% of the gross proceeds of this Private Placement will be deposited in a secured deposit account. The amount held in the secured deposit account will only be released in connection with the completion of the Business Combination or the Group's liquidation. Following the completion of the Private Placement, the Board of Directors believes that the funds available to the Group outside of the secured deposit account, together with the available shareholder loan will be sufficient to pay costs and expenses which are incurred by the Group prior to the completion of the Business Combination.

Capital Management

The Board of Directors policy is to maintain a strong capital base so as to maintain investor, creditor and market confidence and to sustain future development of the business. In order to meet the capital management objective described above, the Group intends to raise funds through a private placement reserved to certain qualified investors inside and outside of Germany, and to have the market shares and market warrants to be issued in such private placement admitted to listing and trading on the regulated market segment of Frankfurt Stock Exchange in the near future. The above-mentioned financial instruments to be issued as part of this Private Placement will represent what the entity will manage as capital.

Credit Risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Group is currently exposed to credit risk from its financing activities, including deposits with banks and financial institutions.

15. RELATED PARTIES DISCLOSURES

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial or operational decisions.

Direct parent company

The founder of the Company, Obotritia Capital KGaA, is an affiliate of Rolf Elgeti, a member of the Board of Directors. As of 31 March 2021, the Sponsor holds 100% of the Company's share capital.

Terms and conditions of transactions with related parties

There have been no guarantees provided or received for any related party receivables or payables as at 31 March 2021.

Regarding the equity interest in the Company, please refer to the information provided above in "Direct parent company". Regarding the shareholder loan agreement please refer to Note 9.

Commitments with related parties

Regarding the shareholder loan please refer to Note 9.

Transactions with key management personnel

There are no advances or loans granted to members of the Board of Directors as at 31 March 2021.

16. COMMITMENTS AND CONTINGENCIES

In the context of the planned IPO, the Company entered into respective contracts with different providers, the total cost of which is estimated to approx. EUR 5.6 million. This amount includes the EUR 4 million Listing Fee described in note 17.

Upon consummation of the Business Combination, the Company would be obliged to pay an additional EUR 6 million in the form of Deferred Listing Commission, as described in note 17.

The Group has no other commitments and contingencies as at 31 March 2021.

17. EVENTS AFTER THE REPORTING PERIOD

In the beginning of 2021, the COVID-19 pandemic continued to impact business operations worldwide. The COVID-19 pandemic may continue to impact the business operations and the intended IPO and Business Combination processes, and there is uncertainty in the nature and degree of its continued effects over time.

On 16 April 2021, following the extraordinary general meeting of shareholder, the Company resolved on the following: (i) amended its corporate purpose, (ii) created redeemable class A shares, (iii) created class B1 and B2 shares and converted the existing 12,000,000 class B shares into 2,500,000 class B1 and 2,500,000 class B2 shares, (iv) set out the conditions of conversion of the 2,500,000 class B1 and 2,500,000 class B2 shares into class A shares, (v) increased its authorized share capital to 12,049,614 consisting of 501,847,250 class A shares without nominal value and 325,000 class B1 shares, (vi) authorized the Board of Directors to proceed with the acquisition of up to all of the Company's class B1 shares and class B2 shares within a period of 5 years for a consideration not exceeding the subscription price per share (increased by any contribution to the equity of the Company without issuance of new shares), and (vii) decided to create a specific reserve in respect of the exercise of any class A warrants or class B warrants issued by the Company.

On 16 April 2021, the Company entered into an agreement with J.P. Morgan AG, operating as Manager or Sole Book Runner in the context of the planned IPO, by virtue of which the Company will be obliged to pay EUR 4 million Listing Fee upon Private Placement and another EUR 6 million in Deferred Listing Commission upon and subject to the consummation of the Business Combination.

On 26 April 2021, following the extraordinary general meeting of shareholders, the authorised capital, excluding the issued share capital, was further increased to EUR 12,100,280.40, consisting of 503,853,350 class A shares without nominal value and 325,000 class B1 shares.

17. GLOSSARY

Additional Founder Subscription	The Founder subscribed to 325,000 Founder Shares and 108,333 Founder Warrants, representing €3,250,000.
Admission Date	The date of the admission to trading of the Public Shares and Public Warrants.
AIF	Alternative investment fund.
AIFM	Alternative investment fund managers.
AIFM Directive	The European Commission published Directive 2011/61/EU, the Alternative Investment Fund Managers Directive, which was published on 1 July 2011.
AIFM Law	The Luxembourg law on alternative investment fund managers dated July 12, 2013 implementing the AIFM Directive.
Articles of Association	The articles of association of the Company.
Audit Committee	The audit committee of the Company.
Audit Law	The Luxembourg law of July 23, 2016 on the audit profession, as amended.
Averaging Period	A period of 20 consecutive trading days ending on the trading day immediately preceding the date on which the exercise of the Public Warrant is validly received by the Company (except in the event that Public Warrants are exercised following the receipt of a redemption notice by the Company, in which case the period of 20 consecutive trading days shall end on the date immediately preceding the date on which the redemption notice is issued by the Company).
BaFin	The German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*).
Berenberg	Joh. Berenberg, Gossler & Co. KG
Board of Directors	The board of directors of the Company.
Business Combination	A merger, capital stock exchange, share purchase, asset acquisition, reorganization or similar transaction.
Business Combination Deadline	The Company has 24 months from the First Day of Trading to consummate a Business Combination, plus an additional three months if the Company signs a legally binding agreement with the seller of a target within the initial 24 months.
Certain Other Country	The United Kingdom or Switzerland.
CIT	Corporate income tax.
Class A Shares	Class A redeemable shares with a par value of €0.024, ISIN LU2334363566, of OboTech Acquisition SE.
Class A Warrants	Class A warrants to subscribe for one Public Share, ISIN LU2334364374, of OboTech Acquisition SE.
Class B Shares	5,325,000 Shares held by the Founder.

Class B Warrants	Class B warrants purchased by the Founder that will be exercisable for Public Shares.
Clearstream	Clearstream Banking Aktiengesellschaft, Frankfurt am Main, Germany.
Clearstream Banking	Clearstream Banking S.A., 42 Avenue J.F. Kennedy, L-1855 Luxembourg, Luxembourg.
Climatech	The climate technology sector.
Closing	The closing of the Private Placement.
Code	The U.S. Internal Revenue Code of 1986, as amended.
Co-Entrepreneurship	Participations held through a partnership that is a partnership being engaged or deemed to be engaged in a business.
Commission's Proposal	The proposal published by the European Commission on February 14, 2013.
Common Depositary	A depositary common to Euroclear Bank SA/NV and Clearstream Banking SA.
Company	OboTech Acquisition SE (LEI 222100W9V7IC82G7I598), a European company (*societas europaea*), having its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg (telephone: +352 27 44 41 7714; website: www.obotechacquisition.com) and being registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés de Luxembourg*) under number B 252966.
CSSF	The Commission de Surveillance du Secteur Financier, 283, route d'Arlon, L-1150 Luxembourg (telephone: +352 26 25 1-1).
Deferred Listing Commission	The fixed deferred listing commission, which will, on the date of the consummation of the Business Combination and after sufficient amounts have been dedicated to be used to redeem all Public Shares for which a redemption right was validly exercised, be paid by the Company to the Manager in an aggregate of up to 3.0% of the gross proceeds from the Private Placement, payable from the amounts in the Escrow Account, on the date of completion of the Business Combination.
EEA Member State	A member state of the European Economic Area.
Eligible Parent	(a) A company covered by Article 2 of the Parent-Subsidiary Directive or a Luxembourg permanent establishment thereof, (b) a company resident in a State having a double tax treaty with Luxembourg and liable to a tax corresponding to Luxembourg CIT or a Luxembourg permanent establishment thereof, (c) a capital company (*société de capitaux*) or a cooperative company (*société coopérative*) resident in a Member State of the EEA other than an EU Member State and liable to a tax corresponding to Luxembourg CIT or a Luxembourg permanent establishment thereof or (d) a Swiss capital company (*société de capitaux*) which is subject to CIT in Switzerland without benefiting from an exemption.

ERISA	The U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.
Escrow Account	An escrow account established at Berenberg by OboTech Services KG.
Escrow Agreement	Agreement entered into between OboTech Services KG and Berenberg, whereby Berenberg is acting as escrow agent.
Euroclear Bank	Euroclear Bank SA/NV, 41 Boulevard Roi Albert II, 1120 Brussels, Belgium,a s the operator of the Euroclear System
First Day of Trading	The date on which trading in the Public Shares and Public Warrants formally commences.
Founder	Obotritia Capital KGaA, Germany.
Founder Agreement	Agreeement between the Founder and the Company.
Founder Capital At-Risk	The Founder subscribed to an aggregate of 4,733,333 Founder Warrants at a price of €1.50 per Founder Warrant (€7,100,000 in the aggregate) in a separate private placement that occured immediately prior to the date of this Prospectus.
Founder Lock-Up	The Founder has committed not to transfer, assign, pledge or sell any of the Founder Shares and Founder Warrants other than to Permitted Transferees. From the consummation of the Business Combination, the Public Shares received by the Founder as a result of conversion of its Founder Shares in accordance with the Promote Schedule, as well as the Founder Warrants, will become transferrable if, at any time, the closing price of the Public Shares equals or exceeds €15.00 for any 20 trading days within any 30-trading day period, commencing no earlier than 150 days following the date of the consummation of the Business Combination.
Founder Shares	5,325,000 Shares held by the Founder.
Founder Warrants	Class B warrants purchased by the Founder that will be exercisable for Public Shares.
German Disbursing Agent	A German resident credit institution, financial services institution (*inländisches Kredit- oder Finanzdienstleistungsinstitut*) (including in each case a German branch of such foreign institution), a securities trading company (*inländisches Wertpapierhandelsunternehmen*) or a securities trading bank (*inländische Wertpapierhandelsbank*).
Germany	The Federal Republic of Germany.
Initial Share Capital	120,000 Founder Shares with a par value of €0.024 per Founder Share.
IRS	The U.S. Internal Revenue Service.
ISIN	International Securities Identification Number.
J.P. Morgan	J.P. Morgan AG, business address TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany (telephone: +49 (0) 69 7124-0; website: www.jpmorgan.com), LEI 549300ZK53CNGEEI6A29.

KStG	The German Corporate Tax Act.
LEI	Legal entity identifier.
LIR	The Luxembourg tax authorities.
Listing	The admission of the Public Shares to trading on the regulated market (*regulierter Markt*) of the Frankfurt Stock Exchange (General Standard) as well as for the Public Warrants to trading on the open market (*Freiverkehr*) of the Frankfurt Stock Exchange (*Börse Frankfurt Zertifikate AG*).
Listing Agent	J.P. Morgan AG, business address TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany (telephone: +49 (0) 69 7124-0; website: www.jpmorgan.com), LEI 549300ZK53CNGEEI6A29.
LuxCSD	LuxCSD S.A., 42, Avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.
Luxembourg	The Grand Duchy of Luxembourg.
Luxembourg Mandatory Squeeze-Out and Sell-Out Law	The Luxembourg law of July 21, 2012 on the squeeze-out and sell-out of securities of companies admitted or having been admitted to trading on a regulated market or which have been subject to a public offer.
Luxembourg Prospectus Law	Article 6 of the Luxembourg law of July 16, 2019, on prospectuses for securities.
Luxembourg Shareholder Rights Law	The Luxembourg law of May 24, 2011 on the exercise of certain rights of shareholders in general shareholders' meetings of the shareholders of listed companies, as amended.
Luxembourg Takeover Law	The Luxembourg law of May 19, 2006 on takeover bids, as amended.
Luxembourg Transparency Law	The Luxembourg law of January 11, 2008 on transparency requirements regarding information about issuers whose securities are admitted to trading on a regulated market, as amended.
Majority Shareholder	Any individual or legal entity, acting alone or in concert with another person, which has become the holder directly or indirectly of a number of shares or other voting securities, including certificates over shares to which the possibility to give a voting instruction with respect to the shares is attached, representing at least 95% of the voting share capital and 95% of the voting rights of the Company.

Make-Whole Exercise	The numbers representing the number of Public Shares that a holder of a Public Warrant will receive in case of a cashless exercise in connection with a redemption by the Company pursuant to the redemption feature if the price per Public Share equals or exceeds €10.00 but is below €18.00, based on the "fair market value" of the Public Shares on the corresponding redemption date (assuming holders elect to exercise their Public Warrants and such warrants are not redeemed for €0.01 per Public Warrant), determined for these purposes based on the average closing price of the Public Shares during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of Public Warrants, and the number of months that the corresponding redemption date precedes the expiration date of the Public Warrants.
Manager	J.P. Morgan.
Mandatory Sell-Out	Requirement of the Majority Shareholder to purchase the remaining shares or other voting securities from the holders of such remaining shares or securities.
Mandatory Squeeze-Out	The Majority Shareholder requiring the holders of the remaining shares or other voting securities to sell those remaining securities.
Market Value	The volume weighted average price of Public Shares during the 20 trading day period starting on the trading day prior to the day on which we consummate the Business Combination.
MBT	Municipal business tax.
MiFID II	Directive 2014/65/EU of the European Parliament and of the Council of May 15, 2014 on markets in financial instruments, as amended.
MiFID II Requirements	The product governance requirements contained within (i) MiFID II, (ii) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 of April 7, 2016 supplementing MiFID II and (iii) local implementing measures.
MNWT	The minimum net worth tax.
Newly Issued Price	Issue of additional Public Shares or equity-linked securities for capital raising purposes in connection with the closing of Business Combination at an issue price or effective issue price of less than €9.20 per Public Share (with such issue price or effective issue price to be determined in good faith by us and, in the case of any such issuance to our Founder or its affiliates, without taking into account any Founder Shares held by the Founder or such affiliates, as applicable, prior to such issuance.
NWT	The Luxembourg net worth tax.
OboTech Services GmbH	OboTech Services Verwaltungs-GmbH.
OboTech Services KG	OboTech Services GmbH & Co. KG.
Parent-Subsidiary Directive	Article 2 of the Council Directive 2011/96/EU dated November 30, 2011.

Permitted Transferees	(a) The members of the Board of Directors or, in case an advisory board is established at the level of the Company, the members of such advisory board, any affiliates or family members of any members of the Board of Directors, any members or partners of the Founder or its affiliates, any affiliates of the Founder, or any employees of such affiliates; (b) in the case of an individual, by gift to a member of one of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family, an affiliate of such person or to a charitable organization; (c) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (d) in the case of an individual, pursuant to a qualified domestic relations order; (e) by private sales or transfers made in connection with the consummation of a Business Combination at prices no greater than the price at which the Founder Shares and Founder Warrants were originally purchased; (f) in the form of pledges, charges or any other security interest granted to any lenders or other creditors, (g) of Founder Shares and Founder Warrants pursuant to enforcement of any security interest entered into in accordance with (f); (h) by virtue of the Founder's organizational documents upon liquidation or dissolution of the Founder; (i) to the Company for no value for cancellation in connection with the consummation of the Business Combination; (j) in the event of the liquidation of the Company prior to the completion of the Business Combination; or (k) in the event of the completion of a liquidation, merger, share exchange or other similar transaction concerning the Company which results in all of the holders of Public Shares having the right to exchange their Public Shares for cash, securities or other property subsequent to the completion the Business Combination; provided, however, that in the case of clauses (a) through (g) these Permitted Transferees must enter into a written agreement agreeing to be bound by these transfer restrictions and the other restrictions included in a certain agreement between the Company and the Founder.
PFIC	Passive foreign investment company.
PIPE	Private investment in public equity transaction.
Plan	(i) An "employee benefit plan" that is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Tax Code or a Similar Law, or (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement pursuant to ERISA, the U.S. Tax Code or any applicable Similar Law.
Plan Asset Regulations	U.S. Department of Labor regulations promulgated under ERISA by the U.S. Department of Labor and codified at 29 C.F.R. Section 2510.3-101.
Portfolio Participation	A shareholder holding a participation of less than 10% in the share capital of the Company at the beginning of the calendar year.

Private Placement	The private placement of 20,000,000 Class A redeemable shares with a par value of €0.024, ISIN LU2334363566, and 6,666,666 Class A warrants to subscribe for one Public Share, ISIN LU2334364374, of OboTech Acquisition SE.
Promote Schedule	Upon and following the completion of the Business Combination, the Founder Shares shall convert into Public Shares in accordance with the following schedule: (i) 1/2 on the trading day following the consummation of the Business Combination, (ii) 1/2 if, post consummation of the Business Combination, the closing price of the Public Shares for any 10 trading days within a 30 trading day period exceeds €12.00, on the trading day following such trading period; while, notwithstanding the foregoing, any Founder Shares transferred by private sales or transfers made in connection with the consummation of the Business Combination will be redeemed in exchange for the issuance of Public Shares upon the consummation of the Business Combination, but will continue to be subject to the Founder Lock-Up.
Proptech	The real estate technology sector.
Prospectus	This prospectus.
Prospectus Regulation	Regulation (EU) 2017/1129 of the European Parliament and of the Council of June 14, 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended.
Public Shares	Class A redeemable shares with a par value of €0.024, ISIN LU2334363566, of OboTech Acquisition SE.
Public Warrants	Class A warrants to subscribe for one Public Share, ISIN LU2334364374, of OboTech Acquisition SE.
QEF	Qualified electing fund.
QIBs	Qualified institutional buyers as defined in Rule 144A.
Qualified Participation	If a shareholder or, in the event of a gratuitous transfer, its legal predecessor, or, if the shares have been gratuitously transferred several times in succession, one of his or her legal predecessors at any point during the five years preceding the (deemed, as the case may be) disposal directly or indirectly held at least 1% of the share capital of the company.
Qualified Permanent Establishment	(a) A Luxembourg permanent establishment of a company covered by Article 2 of the Parent-Subsidiary Directive, (b) a Luxembourg permanent establishment of a capital company (*société de capitaux*) resident in a State having a double tax treaty with Luxembourg and (c) a Luxembourg permanent establishment of a capital company (*société de capitaux*) or a cooperative company (*société coopérative*) resident in a Member State of the EEA other than an EU Member State.
Qualified Shareholding	The Company who holds or commits itself to hold for an uninterrupted period of at least 12 months shares representing either (a) a direct participation of at least 10% in the share capital of the Qualified Subsidiary or (b) a direct participation in the Qualified Subsidiary of an acquisition price of at least €1.2 million.

Qualified Subsidiary	A company covered by the Parent-Subsidiary Directive or a non-resident capital company (*société de capitaux*) liable to a tax corresponding to Luxembourg CIT.
Record Date	The date falling fourteen (14) days prior to (and excluding) the date of a general shareholders' meeting.
Regulation S	Regulation S under the Securities Act.
Relevant Threshold	The proportion of voting rights held by a person following the acquisition or disposal reaching, exceeding or falling below one of the thresholds of 5%, 10%, 15%, 20%, 25%, $33^{1}/_{3}$%, 50% or $66^{2}/_{3}$% of the total voting rights existing when the situation giving rise to a declaration occurs.
RESA	The Recueil Électronique des Sociétés et Associations.
Rule 144A	Rule 144A under the Securities Act.
Securities Act	The United States Securities Act of 1933, as amended.
Settlement Agent	J.P. Morgan AG.
Share Price	The volume-weighted average price of the Public Shares as appearing on Bloomberg screen page HP (setting "Weighted Average Line") or any future successor screen page or setting (such Bloomberg page being, as of the date of this Prospectus, OTA GY Equity HP).
Shareholder Loan	Shareholder loan entered into between the Founder and the Company in March 2021 at the time of the incorporation of the Company in order to finance the Company's working capital requirements until the Private Placement that has been terminated prior to the date of this Prospectus.
Shareholders Approval Meeting	The general shareholders' meeting convened for the purpose of approving the Business Combination.
Shares	The Public Shares together with the Founder Shares.
Similar Law	Any other provisions under any law that would have the same effect as Section 4975 of the U.S. Tax Code.
Sole Bookrunner	J.P. Morgan.
Substantial Participation	A resident individual shareholder who holds or has held, either alone or together with his/her spouse or partner and/or minor children, directly or indirectly at any time within the five years preceding the disposal, more than 10% of the share capital of the company whose shares are being disposed of the substantial participation.
Takeover Directive	Directive 2004/25/EC of the European Parliament and of the Council of April 21, 2004 on takeover bids.

Target Market Assessment	Determination that (i) the Public Shares are (a) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II, and (b) eligible for distribution through all distribution channels permitted by MiFID II and (ii) the Public Warrants are (a) compatible with an end target market of investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II, and (b) eligible for distribution to professional clients and eligible counterparties through all distribution channels permitted by MiFID II.
Target Sectors.....	The real estate technology sector and the climate technology sector which shall encompass primarily the following verticals: smart home technology; construction (design and build tech, innovative materials); smart city and infrastructure; green energy production and storage (real estate & industrial applications); circular climate; and, in addition, the following: property management technologies; data, analytics and reporting; e-brokerage platforms; transaction-based Proptech; and electro mobility as further described in *Section 7.1. – Business Overview*.
Treaty	The Convention Between the Government of the United States and the Government of Luxembourg.
U.S. Holder.....	A beneficial owner of Units, Public Shares or Public Warrants that is, an individual citizen or resident of the United States, a corporation created or organized under the laws of the United States, any state thereof or the District of Columbia; an estate whose income is subject to United States federal income tax regardless of its source, or a trust if a United States court can exercise primary supervision over the trust's administration and one or more United States persons are authorized to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.
U.S. Investment Company Act	The U.S. Investment Company Act of 1940, as amended.
U.S. Tax Code.....	The U.S. Internal Revenue Code of 1986, as amended.
Underwriting Agreement	The underwriting agreement entered into between the Company and the Manager on April 29, 2021.
Unit Price	€ 10.00 per Unit.
United States.....	The United States of America.
Units.....	The Public Shares together with the Public Warrants.
Volume Agreement	The volume agreement entered into between the Company and the Manager finalizing the number of Units, Public Shares, and Public Warrants to be issued and sold in the Private Placement dated April 30, 2021
Warrant Agent	Banque Internationale à Luxembourg S.A (69 Route d'Esch, L-2953 Luxembourg, Grand Duchy of Luxembourg).
Warrants	The Public Warrants and the Founder Warrants.

18. RECENT DEVELOPMENTS AND TREND INFORMATION

18.1 Recent Developments

We have neither engaged in any operations nor generated any revenues to date. Our only activities since our formation have been organizational activities, including the identification of potential target companies for the Business Combination, and those necessary to prepare for the Private Placement and the Listing.

On April 29, 2021, the Board of Directors resolved, among other things, to increase the share capital from €120,000 to €607,800 from its authorized capital. Also on April 29, 2021, the Company received €7,100,000 from the issuance of the Founder Warrants and €3,250,000 from the Additional Founder Subscription.

Except as described above, there have been no significant changes to the financial position or financial performance of the Group between March 31, 2021 and the date of this Prospectus.

18.2 Trend Information

Following the Private Placement and the Listing, we will not generate any operating revenues until after completion of the Business Combination. We may generate non-operating income in the form of interest income after the Private Placement and Listing.

After the Private Placement and Listing, we expect to incur increased expenses as a result of being a public company (for legal, financial reporting, accounting and auditing compliance), as well as for due diligence expenses. We expect our expenses to increase substantially after the Private Placement and Listing.

Registered Office of the Company

9, rue de Bitbourg
L-1273 Luxembourg
Grand Duchy of Luxembourg

Legal Advisors to the Company

as to matters of German and U.S. law
Sullivan & Cromwell LLP
Neue Mainzer Straße 52
60311 Frankfurt am Main
Germany

as to matters of Luxembourg law
Arendt & Medernach SA
41A avenue JF Kennedy
L-2082 Luxembourg
Grand Duchy of Luxembourg

Legal Advisors to the Manager

Linklaters LLP
Taunusanlage 8
60329 Frankfurt am Main
Germany

Independent Auditor
(*réviseur d'entreprises agréé*)

Mazars Luxembourg S.A.
5, Rue Guillaume J. Kroll,
L-1882 Luxembourg
Grand Duchy of Luxembourg

Escrow Agent

Joh. Berenberg, Gossler & Co. KG
Neuer Jungfernstieg 20
20354 Hamburg
Germany