As confidentially submitted to the Securities and Exchange Commission on March 6, 2023.

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM F-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Lotus Technology Inc.

(Exact Name of Registrant as Specified in Its Charter)

Cayman Islands	**3711**	**Not Applicable**
(State or Other Jurisdiction of Incorporation or Organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

No. 800 Century Avenue
Pudong District, Shanghai, People's Republic of China
+86 21 5466-6258

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration for the share offering. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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

PRELIMINARY — SUBJECT TO COMPLETION, DATED MARCH 6, 2023

PROXY STATEMENT FOR EXTRAORDINARY GENERAL MEETING OF SHAREHOLDERS OF

L Catterton Asia Acquisition Corp

and

PROSPECTUS FOR UP TO LTC ORDINARY SHARES, LTC WARRANTS AND LTC ORDINARY SHARES ISSUABLE UPON EXERCISE OF LTC WARRANTS

OF

Lotus Technology Inc.

The board of directors of *L* Catterton Asia Acquisition Corp ("LCAA"), a Cayman Islands exempted company, has approved the Agreement and Plan of Merger (as may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), dated as of January 31, 2023 by and among LCAA, Lotus Technology Inc. ("LTC"), a Cayman Islands exempted company, Lotus Temp Limited, a Cayman Islands exempted company and wholly-owned subsidiary of LTC ("Merger Sub 1"), and Lotus EV Limited, a Cayman Islands exempted company and wholly-owned subsidiary of LTC ("Merger Sub 2"). Pursuant to the Merger Agreement, (i) Merger Sub 1 will merge with and into LCAA (the "First Merger"), with LCAA surviving the First Merger as a wholly-owned subsidiary of LTC (such company, as the surviving entity of the First Merger, "Surviving Entity 1") and the shareholders of LCAA becoming shareholders of LTC, and (ii) immediately following the First Merger and as part of the same overall transaction as the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger," and together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a wholly-owned subsidiary of LTC (such company, as the surviving entity of the Second Merger, "Surviving Entity 2") (collectively, the "Business Combination").

LCAA shareholders are being asked to consider a vote upon the Business Combination and certain proposals related thereto as described in this proxy statement/prospectus. As a result of the Business Combination, and upon consummation of the Business Combination and the other transactions contemplated by the Merger Agreement (the "Transactions"), Merger Sub 2 (as the successor to LCAA) will become a wholly-owned subsidiary of LTC, with the shareholders of LCAA becoming shareholders of LTC.

Pursuant to the Merger Agreement on the date of closing of the Transactions (such closing, the "Closing," and the day on which the Closing occurs, the "Closing Date") and immediately prior to the effective time of the First Merger (the "First Effective Time"), the following actions shall take place or be effected (in the order set forth hereinafter): (i) each preferred share of LTC that is issued and outstanding immediately prior to such time shall be converted into one ordinary share on a one-for-one basis, by re-designation and re-classification, in accordance with the fifth amended and restated memorandum and articles of association of LTC (the "LTC Articles") (the "Preferred Share Conversion"), (ii) the sixth amended and restated memorandum and articles of association of LTC ("Amended LTC Articles") shall be adopted and become effective; (iii) immediately following the Preferred Share Conversion but immediately prior to the Recapitalization (as defined below), 500,000,000 authorized but unissued ordinary shares of LTC shall be re-designated as shares of a par value of US$0.00001 each of such class or classes (however designated) as the board of directors of LTC (the "LTC Board") may determine in accordance with the Amended LTC Articles, such that the authorized share capital of LTC shall be US$50,000 divided into 5,000,000,000 shares of par value of US$0.00001 each, consisting of 4,500,000,000 ordinary shares of a par value of US$0.00001 each ("LTC Ordinary Shares") and 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the

Amended LTC Articles (the "Re-designation"). Immediately following the Re-designation and prior to the First Effective Time, (i) each issued LTC Ordinary Share shall be recapitalized by way of a repurchase in exchange for the issuance of such number of LTC Ordinary Shares equal to the Recapitalization Factor (as defined below) (i.e., one such LTC Ordinary Share multiplied by the Recapitalization Factor) (the "Recapitalization"); provided that no fraction of an LTC Ordinary Share will be issued by virtue of the Recapitalization, and each shareholder that would otherwise be so entitled to a fraction of an LTC Ordinary Share (after aggregating all fractional LTC Ordinary Shares that otherwise would be received by such shareholder) shall instead be entitled to receive such number of LTC Ordinary Shares to which such shareholder would otherwise be entitled, rounded down to the nearest whole number, (ii) any options exercisable to purchase shares of LTC ("LTC Options") issued and outstanding immediately prior to the Recapitalization shall be adjusted to give effect to the foregoing transactions, such that (a) each LTC Option shall be exercisable for that number of LTC Ordinary Shares equal to the product of (x) the number of ordinary shares of LTC subject to such LTC Option immediately prior to the Recapitalization *multiplied by* (y) the Recapitalization Factor, such number of LTC Ordinary Shares to be rounded down to the nearest whole number; and (b) the per share exercise price for each LTC Ordinary Share, as the case may be, issuable upon exercise of the LTC Options, as adjusted, shall be equal to the quotient (rounded up to the nearest whole cent) obtained by *dividing* (x) the per share exercise price for each ordinary share of LTC subject to such LTC Option immediately prior to the First Effective Time *by* (y) the Recapitalization Factor (together with the adoption of the Amended LTC Articles, Preferred Share Conversion, the Re-designation and the Recapitalization, the "Capital Restructuring"). The Recapitalization Factor shall be adjusted to reflect appropriately the effect of any share subdivision, capitalization, share dividend or share distribution (including any dividend or distribution of securities convertible into shares of LTC), reorganization, recapitalization, reclassification, consolidation, exchange of shares or other like change (in each case, other than the Capital Restructuring) with respect to shares of LTC occurring on or after the date of the Merger Agreement and prior to the Closing Date.

In addition, pursuant to the Merger Agreement, (i) immediately prior to the First Effective Time, each Class B ordinary share of LCAA, par value $0.0001 per share ("LCAA Class B Ordinary Shares") will be automatically converted into one Class A ordinary share of LCAA ("LCAA Class A Ordinary Shares") in accordance with the terms of the amended and restatement memorandum and articles of association of LCAA (the "LCAA Articles") (such automatic conversion, the "LCAA Class B Conversion"), and each LCAA Class B Ordinary Shares shall no longer be issued and outstanding and shall be cancelled, and each former holder of LCAA Class B Ordinary Shares shall thereafter cease to have any rights with respect to such shares, (ii) at the First Effective Time, each unit (the "Unit") issued by LCAA in its IPO or the exercise of the underwriter's overallotment option, each consisting of one LCAA Class A Ordinary Share and one-third of a warrant (the "LCAA Warrant") issued by LCAA to acquire LCAA Class A Ordinary Share, outstanding immediately prior to the First Effective Time shall be automatically detached and the holder thereof shall be deemed to hold one LCAA Class A Ordinary Share and one-third of an LCAA Warrant in accordance with the terms of the applicable Unit (the "Unit Separation"); provided that no fractional LCAA Warrant will be issued in connection with the Unit Separation such that if a holder of Units would be entitled to receive a fractional LCAA Warrant upon the Unit Separation, the number of LCAA Warrants to be issued to such holder upon the Unit Separation shall be rounded down to the nearest whole number of LCAA Warrants, (iii) immediately following the Unit Separation in accordance, each LCAA Class A Ordinary Share (which, for the avoidance of doubt, includes the LCAA Class A Ordinary Shares (A) issued in connection with the LCAA Class B Conversion and (B) held as a result of the Unit Separation) issued and outstanding immediately prior to the First Effective Time (other than any ordinary shares of LCAA ("LCAA Shares") that are owned by LCAA as treasury shares or any LCAA Shares owned by any direct or indirect subsidiary of LCAA immediately prior to the First Effective Time, LCAA Shares in respect of which the eligible holder thereof has validly exercised (and not validly revoked, withdrawn or lost) such holder's redemption right ("Redeeming LCAA Shares"), LCAA Shares that are held by LCAA shareholder who shall have validly exercised their dissenter's rights for such shares in accordance with Section 238 of the Companies Act (As Revised) of the Cayman Islands ("Cayman Islands Companies Act") and otherwise complied with all of the provisions of the Cayman Islands Companies Act relevant to the exercise and perfection of dissenters' rights ("Dissenting LCAA Shares")) shall automatically be cancelled and cease to exist in exchange for the right to receive one newly issued, fully paid and non-assessable LTC Ordinary Share. As of the First Effective Time, each LCAA shareholder shall cease to have any other rights in and to such LCAA Shares, except as expressly provided in the Merger Agreement, (iv) each LCAA Warrant (which, for the avoidance of doubt, includes the LCAA Warrants held as a result of the Unit Separation) outstanding immediately prior to the First Effective Time shall cease to be a warrant with respect to LCAA Public Shares and be assumed by LTC and converted into a warrant to purchase one LTC Ordinary Share (each, a "LTC Warrant"). Each LTC Warrant shall continue to have and be subject to substantially the same terms and conditions as were applicable to such LCAA Warrant immediately prior to the First Effective Time (including any repurchase rights and cashless exercise provisions) in accordance with the provisions of the Assignment, Assumption and Amendment Agreement.

At the First Effective Time, each ordinary share, par value $0.00001 per share, of Merger Sub 1, issued and outstanding immediately prior to the First Effective Time shall remain issued and outstanding and continue existing and constitute the only issued and outstanding share capital of Surviving Entity 1 and shall not be affected by the First Merger. At the Second Effective Time, (i) each ordinary share of Surviving Entity 1 that is issued and outstanding immediately prior to the Second Effective Time will be automatically cancelled and cease to exist without any payment therefor, and (ii) each ordinary share, par value $0.00001

per share, of Merger Sub 2 issued and outstanding immediately prior to the Second Effective Time shall remain issued and outstanding and continue existing and constitute the only issued and outstanding share capital of Surviving Entity 2 and shall not be affected by the Second Merger.

We estimate that, immediately after the Closing, assuming none of the LCAA Public Shareholders exercise their redemption rights, (i) the existing shareholders of LTC will own 89.60% of the issued and outstanding LTC Ordinary Shares, (ii) holders of LCAA Class A Ordinary Shares ("LCAA Public Shareholders") will own 4.75% of the issued and outstanding LTC Ordinary Shares, and (iii) LCA Acquisition Sponsor LP, a Cayman Islands exempted limited partnership (the "Sponsor") and the independent directors of LCAA will collectively own 1.19% of the issued and outstanding LTC Ordinary Shares. The foregoing numbers of percentage ownership have been determined under the assumptions set forth under the section titled "Frequently Used Terms and Basis of Presentation." If actual facts are different from the assumptions set forth therein, the percentage ownership numbers will be different.

LTC is not an operating company but a Cayman Islands holding company. LTC conducts its operations through its subsidiaries in China and Europe and its operations in mainland China are currently conducted by its mainland China subsidiaries and consolidated variable interest entity ("VIE"). The securities registered herein are securities of LTC, not those of its operating subsidiaries. Therefore, investors in LTC are not acquiring equity interest in any operating company but instead are acquiring interest in a Cayman Islands holding company. The holding company structure involves unique risks to investors. As a holding company, LTC may rely on dividends from its subsidiaries for cash requirements, including any payment of dividends to its shareholders. The ability of subsidiaries of LTC to pay dividends or make distributions to LTC may be restricted by laws and regulations applicable to them or the debt they incur on their own behalf or the instruments governing their debt. In addition, PRC regulatory authorities could disallow this holding company structure and limit or hinder LTC's ability to conduct its business through, receive dividends or distributions from, or transfer funds to, the operating companies or list on a U.S. or other foreign exchange, which could cause the value of the securities of LTC to significantly decline. See "Summary of the Proxy Statement/Prospectus — Corporate History and Structure of Lotus Tech." Unless otherwise stated or unless the context otherwise requires, references in this proxy statement/prospectus to (i) "LTC" are to Lotus Technology Inc., and (ii) "Lotus Tech" are to LTC and its subsidiaries, and, in the context of describing its operations and combined and consolidated financial information, also include the VIE and its subsidiaries.

Lotus Tech faces various risks and uncertainties relating to doing business in China. Lotus Tech's business operations are primarily conducted in China, and it is subject to complex and evolving laws and regulations of mainland China. For example, it faces risks associated with regulatory approvals on overseas offerings, the use of the VIE, anti-monopoly regulatory actions, and oversight on cybersecurity, data security and data privacy, as well as the lack of inspection on its auditors by the Public Company Accounting Oversight Board, or the PCAOB, which may impact its ability to conduct certain businesses, accept foreign investments, or list and conduct offerings on a United States or other foreign exchange. The PRC government's significant authority in regulating Lotus Tech's operations and the PRC government's oversight and control over offerings conducted overseas by, and foreign investment in, China-based issuers could result in a material adverse change in Lotus Tech's operations and the value of its securities, significantly limit or completely hinder its ability to continue to offer securities to investors, or cause the value of such securities to significantly decline. For a detailed description of risks relating to doing business in China, see "Risk Factors — Risks Relating to Doing Business in China."

LTC's securities will be prohibited from trading on a national securities exchange or in the over-the-counter trading market in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, if the Securities and Exchange Commission determines that LTC has have filed audit reports issued by a registered public accounting firm that has not been subject to inspections by the PCAOB for two consecutive years. On December 16, 2021, the PCAOB issued a report to notify the SEC of its determination that the PCAOB was unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong and our auditor was subject to this determination. On December 15, 2022, the PCAOB announced that it was able to secure complete access to inspect and investigate PCAOB-registered public accounting firms headquartered in mainland China and Hong Kong in 2022. Each year, the PCAOB will determine whether it can inspect and investigate completely audit firms in mainland China and Hong Kong, among other jurisdictions. If the PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in mainland China and Hong Kong and LTC uses an accounting firm headquartered in one of these jurisdictions to issue an audit report on its financial statements filed with the SEC, LTC would be identified as a Commission-Identified Issuer following the filing of the annual report on Form 20-F for the relevant fiscal year. In accordance with the HFCAA, LTC's securities would be prohibited from being traded on a national securities exchange or in the over-the-counter trading market in the United States if it is identified as a Commission-Identified Issuer for two consecutive years in the future. If LTC's securities are prohibited from trading in the United States, there is no certainty that it will be able to list on a non-U.S. exchange or that a market for its securities will develop outside of the United States. In the event of such prohibition, the Nasdaq may determine to delist our securities. The delisting of LTC's securities, or the threat of their being delisted, may materially and adversely affect the value of your investment. For more details, see "Risk Factors — Risks Relating to Doing Business in China — The PCAOB had historically been unable to inspect our auditor in relation to their audit work" and "Risk Factors — Risks Relating to Doing Business in China — Our securities may be prohibited

from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of our securities, or the threat of their being delisted, may materially and adversely affect the value of your investment."

Lotus Tech's corporate structure is subject to risks associated with its contractual arrangements with the VIE and the underlying agreements have not been tested in court. Investors may never directly hold equity interests in the VIE. If the PRC government finds that the agreements that establish the structure for operating its business do not comply with laws and regulations of mainland China, or if these regulations or their interpretations change in the future, Lotus Tech could be subject to severe penalties or be forced to relinquish its interests in those operations. For a detailed description of the risks associated with Lotus Tech's corporate structure, please refer to risks disclosed under "Risk Factors — Risks Relating to Our Corporate Structure."

Proposals to approve the Merger Agreement and the other matters discussed in this proxy statement/prospectus shall be presented at the extraordinary general meeting of shareholders of LCAA scheduled to be held on .

Although LTC is not currently a public reporting company, following the effectiveness of the registration statement of which the accompanying proxy statement/prospectus is a part and the closing of the Business Combination, LTC will become subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). LTC intends to apply for the listing of LTC Ordinary Shares and LTC Warrants on The Nasdaq Stock Market ("Nasdaq") under the proposed symbols "LOT" and "LOTWW," respectively, to be effective at the consummation of the Business Combination. It is a condition of the consummation of the Business Combination that LTC Ordinary Shares and the LTC Warrants to be issued in connection with the Transactions are approved for listing on Nasdaq (subject to official notice of issuance).While trading on Nasdaq is expected to begin on the first business day following the date of completion of the Business Combination, there can be no assurance that LTC's securities will be listed on Nasdaq or that a viable and active trading market will develop. This proxy statement/prospectus provides you with detailed information about the Business Combination and other matters to be considered at the extraordinary general meeting of LCAA shareholders. We encourage you to carefully read this entire document. **You should, in particular, carefully consider the risk factors described in "Risk Factors" beginning on page 64 of this proxy statement/prospectus.**

LCAA Board has unanimously approved and adopted the Merger Agreement and unanimously recommends that the LCAA shareholders vote FOR all of the proposals presented to the shareholders at the extraordinary general meeting. When you consider LCAA Board's recommendation of these proposals, you should keep in mind that LCAA's directors and officers have interests in the Business Combination that may conflict with your interests as a shareholder. See "Proposal One — The Business Combination Proposal — Interests of LCAA's Directors and Officers in the Business Combination."

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES REGULATORY AGENCY HAS APPROVED OR DISAPPROVED THE TRANSACTIONS DESCRIBED IN THIS PROXY STATEMENT/PROSPECTUS OR ANY OF THE SECURITIES TO BE ISSUED IN THE BUSINESS COMBINATION, PASSED UPON THE MERITS OR FAIRNESS OF THE BUSINESS COMBINATION OR RELATED TRANSACTIONS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE DISCLOSURE IN THIS PROXY STATEMENT/PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY CONSTITUTES A CRIMINAL OFFENSE.

This proxy statement/prospectus is dated and is first being mailed to LCAA shareholders on or about .

ADDITIONAL INFORMATION

This proxy statement/prospectus incorporates important business and financial information about Lotus Tech and LCAA that is not included in or delivered with this proxy statement/prospectus. This information is available to you without charge upon written or oral request. If you would like to receive any of the additional information, please contact:

L Catterton Asia Acquisition Corp

8 Marina View, Asia Square Tower 1

#41-03, Singapore 018960

Attention: Katie Matarazzo/Chris Youm

Telephone: +65 6672-7600

Email: investorservices@lcatterton.com

To obtain timely delivery of the documents, you must request them no later than five business days before the date of the extraordinary general meeting, or no later than .

PRELIMINARY — SUBJECT TO COMPLETION, DATED MARCH 6, 2023

***L* CATTERTON ASIA ACQUISITION CORP**
8 Marina View, Asia Square Tower 1
#41-03, Singapore 018960

Dear *L* Catterton Asia Acquisition Corp Shareholders:

You are cordially invited to attend the extraordinary general meeting of shareholders of *L* Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("LCAA"), at AM time, on , 2023 at and virtually over the Internet via live audio webcast at , and on such other date and at such other place to which the meeting may be adjourned. While as a matter of Cayman Islands law we are required to have a physical location for the meeting, we are pleased to utilize virtual shareholder meeting technology to provide ready access and cost savings for LCAA shareholders and LCAA. We encourage shareholders to attend the extraordinary general meeting virtually. The virtual meeting format allows attendance from any location in the world. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the accompanying proxy statement/prospectus.

The extraordinary general meeting shall be held for the following purpose:

1. to consider and vote upon, as an ordinary resolution, a proposal (the "Business Combination Proposal") to approve and authorize the Agreement and Plan of Merger ("Merger Agreement"), dated as of January 31, 2023 by and among LCAA, Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "Company" or "LTC"), Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of LTC ("Merger Sub 1"), and Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of LTC ("Merger Sub 2"), a copy of which is attached to this proxy statement/prospectus as Annex A, and the transactions contemplated therein, including the business combination whereby Merger Sub 1 will merge with and into LCAA (the "First Merger"), with LCAA surviving the First Merger as a wholly-owned subsidiary of LTC (such company, as the surviving entity of the First Merger, "Surviving Entity 1"), and immediately following the consummation of the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger," and together with the First Merger, collectively, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a wholly-owned subsidiary of LTC (the transactions contemplated by the Merger Agreement, including the Mergers, collectively, the "Business Combination");

2. to consider and vote upon, as a special resolution, a proposal (the "Merger Proposal") to approve and authorize the First Merger and the First Plan of Merger, substantially in the form attached as Exhibit F to the Merger Agreement (the "First Plan of Merger"); and

3. to consider and vote upon, as an ordinary resolution, a proposal (the "Adjournment Proposal") to adjourn the extraordinary general meeting to a later date or dates to be determined by the chairman of the extraordinary general meeting, if necessary, to permit further solicitation and vote of proxies if, based upon the tabulated vote at the time of the extraordinary general meeting, there are not sufficient votes to approve one or more proposals presented to shareholders for a vote or if holders of LCAA Public Shares, have elected to redeem an amount of LCAA Public Shares such that the minimum available cash condition contained in the Merger Agreement would not be satisfied.

The closing of the Business Combination is conditioned on approval of the Business Combination Proposal and the Merger Proposal. If either of these proposals is not approved and the applicable closing condition in the Merger Agreement is not waived, then LCAA will not consummate the Business Combination. The Adjournment Proposal is not conditioned on the approval of any other proposal listed above.

Each of these proposals is more fully described in the accompanying proxy statement/prospectus, which each shareholder is encouraged to read carefully and in its entirety. Only holders of record of LCAA Shares at

the close of business on , 2023 (the "record date") are entitled to notice of the extraordinary general meeting and to vote at the extraordinary general meeting and any adjournments or postponements of the extraordinary general meeting.

Pursuant to the Amended and Restated Memorandum and Articles of Association of LCAA (as may be amended from time to time, the "LCAA Articles"), an LCAA Public Shareholder may request that LCAA redeem all or a portion of such LCAA Public Shares for cash in connection with the completion of the Business Combination. Holders of Units must elect to separate the Units into the underlying LCAA Public Shares and LCAA Public Warrants prior to exercising redemption rights with respect to the LCAA Public Shares. If holders hold their Units in an account at a brokerage firm or bank, holders must notify their broker or bank that they elect to separate the Units into the underlying LCAA Public Shares and LCAA Public Warrants, or if a holder holds Units registered in its own name, the holder must contact Continental directly and instruct it to do so. The redemption rights include the requirement that a beneficial holder must identify itself in writing as a beneficial holder and provide its legal name, phone number and address to Continental in order to validly redeem its shares. **LCAA Public Shareholders are not required to affirmatively vote for or against the Business Combination Proposal, to vote on the Business Combination Proposal at all, or to be holders of record on the record date in order to have their LCAA Public Shares redeemed.** If the Business Combination is not consummated, the LCAA Public Shares will not be redeemed and will instead be returned to the respective holder, broker or bank. In such case, LCAA shareholders may only share in the assets of the Trust Account upon the liquidation of LCAA. This may result in LCAA shareholders receiving less than they would have received if the Business Combination was completed and they had exercised redemption rights in connection therewith due to potential claims of creditors. If the Business Combination is consummated, and if an LCAA Public Shareholder properly exercises its right to redeem all or a portion of the LCAA Public Shares that it holds, LCAA will redeem such LCAA Public Shares for a per-share price, payable in cash, equal to the pro rata portion of the amount on deposit in the Trust Account calculated as of two business days prior to the consummation of the Business Combination, including interest earned on the funds held in the Trust Account and not previously released to LCAA to pay income taxes. For illustrative purposes, as of , 2023, the record date, this would have amounted to US$ per issued and outstanding LCAA Public Share. If an LCAA Public Shareholder exercises its redemption rights in full, then it will be electing to exchange its LCAA Public Shares for cash and will no longer own LCAA Public Shares (but will continue to own any LCAA Public Warrants it may hold). See "Extraordinary General Meeting of LCAA Shareholders — Redemption Rights" in the accompanying proxy statement/prospectus for a detailed description of the procedures to be followed if you wish to redeem your LCAA Public Shares for cash.

Notwithstanding the foregoing, an LCAA Public Shareholder, together with any affiliate of such LCAA Public Shareholder or any other person with whom such LCAA Public Shareholder is acting in concert or as a "group" (as defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended ("Exchange Act")), will be restricted from seeking redemption rights with respect to more than an aggregate of 15% of the LCAA Public Shares without the prior consent of LCAA. Accordingly, if an LCAA Public Shareholder, alone or acting in concert or as a group, seeks to redeem more than 15% of the LCAA Public Shares, then any such shares in excess of that 15% limit would not be redeemed for cash.

The Sponsor has agreed to, among other things, vote all of their LCAA Shares in favor of the proposals being presented at the extraordinary general meeting in connection with the Business Combination and waive their redemption rights with respect to their LCAA Shares in connection with the consummation of the Business Combination.

The Merger Agreement is subject to the satisfaction or waiver of certain other closing conditions as described in the accompanying proxy statement/prospectus. There can be no assurance that the parties to the Merger Agreement would waive any such closing condition. In addition, in no event will LCAA redeem LCAA Public Shares in an amount that would cause LCAA's net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) to be less than US$5,000,001 after giving effect to the transactions contemplated by the Merger Agreement.

LCAA is providing the accompanying proxy statement/prospectus and accompanying proxy card to LCAA shareholders in connection with the solicitation of proxies to be voted at the extraordinary general meeting and at any adjournments or postponements of the extraordinary general meeting. Information about the extraordinary general meeting, the Business Combination and other related business to be considered

by LCAA shareholders at the extraordinary general meeting is included in the accompanying proxy statement/prospectus. **Whether or not you plan to attend the extraordinary general meeting, all of LCAA shareholders should read the accompanying proxy statement/prospectus, including the Annexes and other documents referred to therein, carefully and in their entirety. You should also carefully consider the risk factors described in "Risk Factors" beginning on page 64 of the accompanying proxy statement/prospectus**.

After careful consideration, the LCAA's board of directors ("LCAA Board") has unanimously approved the Business Combination and determined that the Business Combination Proposal, the Merger Proposal and the Adjournment Proposal are advisable and fair to and in the best interest of LCAA and unanimously recommends that you vote or give instruction to vote "FOR" the Business Combination Proposal, "FOR" the Merger Proposal and "FOR" the Adjournment Proposal, if presented. When you consider LCAA Board's recommendation of these proposals, you should keep in mind that our directors and our officers have interests in the Business Combination that may conflict with, or are different from, your interests as a shareholder of LCAA. See "Proposal One — The Business Combination Proposal — Interests of LCAA's Directors and Officers in the Business Combination" in the accompanying proxy statement/prospectus for a further discussion of these considerations.

The approval of the Business Combination Proposal will require an ordinary resolution under Cayman Islands law and the LCAA Articles, being the affirmative vote of the holders of a majority of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the extraordinary general meeting. The approval of the Merger Proposal will require a special resolution under Cayman Islands law and the LCAA Articles, being the affirmative vote of the holders of at least two-thirds of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the extraordinary general meeting. The approval of the Adjournment Proposal, if presented, will require an ordinary resolution under Cayman Islands law and the LCAA Articles, being the affirmative vote of the holders of a majority of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the extraordinary general meeting. Brokers are not entitled to vote on the Business Combination Proposal, the Merger Proposal or the Adjournment Proposal absent voting instructions from the beneficial holder. An abstention or broker non-vote will be counted towards the quorum requirement but will not count as a vote cast at the extraordinary general meeting.

Your vote is important regardless of the number of LCAA Shares you own. Whether or not you plan to attend the extraordinary general meeting, please complete, sign, date and return the enclosed proxy card as soon as possible in the pre-addressed postage paid envelope provided and in any event so as to be received by LCAA no later than at AM time, on , 2023, being 48 hours before the time appointed for the holding of the extraordinary general meeting (or, in the case of an adjournment, no later than 48 hours before the time appointed for the holding of the adjourned meeting) to make sure that your LCAA Shares are represented at the extraordinary general meeting. If your LCAA Shares are held in "street name" or are in a margin or similar account, you should contact your broker, bank or nominee to ensure that votes related to the LCAA Shares you beneficially own are properly counted.

If you sign, date and return your proxy card without indicating how you wish to vote, your proxy will be voted FOR each of the proposals presented at the extraordinary general meeting. If you are a shareholder of record and fail to return your proxy card and do not attend the extraordinary general meeting in person (including virtually), or if you fail to instruct your bank, broker or other nominee how to vote the LCAA Shares you beneficially own, the effect will be, among other things, that your LCAA Shares will not be counted for purposes of determining whether a quorum is present at the extraordinary general meeting and will not be voted.

TO EXERCISE YOUR REDEMPTION RIGHTS, YOU MUST DEMAND IN WRITING THAT LCAA REDEEM YOUR LCAA PUBLIC SHARES FOR A PRO RATA PORTION OF THE FUNDS HELD IN THE TRUST ACCOUNT AND EITHER TENDER YOUR SHARE CERTIFICATES (IF ANY) TO CONTINENTAL STOCK TRANSFER & TRUST COMPANY, LCAA'S TRANSFER AGENT OR DELIVER YOUR LCAA PUBLIC SHARES TO THE TRANSFER AGENT ELECTRONICALLY USING THE DEPOSITORY TRUST COMPANY'S DWAC (DEPOSIT WITHDRAWAL AT CUSTODIAN) SYSTEM, IN EACH CASE AT LEAST TWO BUSINESS DAYS PRIOR TO THE VOTE AT THE EXTRAORDINARY GENERAL MEETING. ANY HOLDER THAT HOLDS LCAA PUBLIC SHARES BENEFICIALLY THROUGH A NOMINEE MUST IDENTIFY ITSELF AS A BENEFICIAL HOLDER

AND PROVIDE ITS LEGAL NAME, PHONE NUMBER AND ADDRESS IN ITS WRITTEN DEMAND IN ORDER TO VALIDLY REDEEM SUCH SHARES. IF THE BUSINESS COMBINATION IS NOT COMPLETED, THEN THESE SHARES SHALL BE RETURNED TO YOU OR YOUR ACCOUNT. IF YOU HOLD YOUR LCAA PUBLIC SHARES IN "STREET NAME", YOU NEED TO INSTRUCT THE ACCOUNT EXECUTIVE AT YOUR BROKER, BANK OR OTHER NOMINEE TO WITHDRAW THE SHARES FROM YOUR ACCOUNT IN ORDER TO EXERCISE YOUR REDEMPTION RIGHTS. SEE "EXTRAORDINARY GENERAL MEETING OF LCAA SHAREHOLDERS — REDEMPTION RIGHTS" FOR MORE SPECIFIC INSTRUCTIONS.

If you have any questions or need assistance voting your LCAA Shares, please contact Morrow Sodali LLC, our proxy solicitor, by calling (800) 662-5200, or banks and brokers can call collect at (203) 658-9400, or by emailing LCAA.info@investor.morrowsodali.com.

On behalf of LCAA Board, I would like to thank you for your support and look forward to the successful completion of the Business Combination.

Sincerely,

Chinta Bhagat
Co-Chief Executive Officer and Director

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES REGULATORY AGENCY HAS APPROVED OR DISAPPROVED THE TRANSACTIONS DESCRIBED IN THE ACCOMPANYING PROXY STATEMENT/PROSPECTUS, PASSED UPON THE MERITS OR FAIRNESS OF THE BUSINESS COMBINATION OR RELATED TRANSACTIONS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE DISCLOSURE IN THE ACCOMPANYING PROXY STATEMENT/PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY CONSTITUTES A CRIMINAL OFFENSE.

The accompanying proxy statement/prospectus is dated , 2023, and is first being mailed to shareholders of LCAA on or about , 2023.

Notice of Extraordinary General Meeting of Shareholders
of *L* Catterton Asia Acquisition Corp
To Be Held on , 2023

TO THE SHAREHOLDERS OF *L* CATTERTON ASIA ACQUISITION CORP:

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of shareholders of *L* Catterton Asia Acquisition Corp ("LCAA"), a Cayman Islands exempted company, will be held at AM time, on , 2023 at and virtually over the Internet by means of a live audio webcast at https:// (the "extraordinary general meeting"). We encourage shareholders to attend the extraordinary general meeting virtually via the live webcast. You are cordially invited to attend and participate in the extraordinary general meeting online by visiting https:// . The extraordinary general meeting will be held for the following purposes:

1. **Proposal No. 1 — The Business Combination Proposal** — to consider and vote upon, as an ordinary resolution, a proposal (the "Business Combination Proposal") to approve and authorize the Agreement and Plan of Merger ("Merger Agreement"), dated as of January 31, 2023 by and among LCAA, Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "Company" or "LTC"), Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of LTC ("Merger Sub 1"), and Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of LTC ("Merger Sub 2"), a copy of which is attached to this proxy statement/prospectus as Annex A, and the transactions contemplated therein, including the business combination whereby Merger Sub 1 will merge with and into LCAA (the "First Merger"), with LCAA surviving the First Merger as a wholly-owned subsidiary of LTC (such company, as the surviving entity of the First Merger, "Surviving Entity 1"), and immediately following the consummation of the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger," and together with the First Merger, collectively, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a wholly-owned subsidiary of LTC (the transactions contemplated by the Merger Agreement, including the Mergers, collectively, the "Business Combination");

2. **Proposal No. 2 — The Merger Proposal** — to consider and vote upon, as a special resolution, a proposal (the "Merger Proposal") to approve and authorize the First Merger and the First Plan of Merger, substantially in the form attached as Exhibit F to the Merger Agreement (the "First Plan of Merger"); and

3. **Proposal No. 3 — The Adjournment Proposal** — to consider and vote upon, as an ordinary resolution, a proposal (the "Adjournment Proposal") to adjourn the extraordinary general meeting to a later date or dates to be determined by the chairman of the extraordinary general meeting, if necessary, to permit further solicitation and vote of proxies if, based upon the tabulated vote at the time of the extraordinary general meeting, there are not sufficient votes to approve one or more proposals presented to shareholders for a vote or if holders of LCAA Public Shares, have elected to redeem an amount of LCAA Public Shares such that the minimum available cash condition contained in the Merger Agreement would not be satisfied.

We also will transact any other business as may properly come before the extraordinary general meeting or any adjournment or postponement thereof.

The full text of the resolutions to be voted on at the extraordinary general meeting is as follows:

Resolution No. 1 — The Business Combination Proposal

"**RESOLVED,** as an ordinary resolution, that LCAA's entry into the Agreement and Plan of Merger ("Merger Agreement"), dated as of January 31, 2023 by and among LCAA, Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "Company" or "LTC"), Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of LTC ("Merger Sub 1"), and Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of LTC ("Merger Sub 2"), a copy of which is attached to this proxy statement/prospectus as

Annex A, and the transactions contemplated therein, including the business combination whereby Merger Sub 1 will merge with and into LCAA (the "First Merger"), with LCAA surviving the First Merger as a wholly-owned subsidiary of LTC (such company, as the surviving entity of the First Merger, "Surviving Entity 1"), and immediately following the consummation of the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger," and together with the First Merger, collectively, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a wholly-owned subsidiary of LTC (the transactions contemplated by the Merger Agreement, including the Mergers, collectively, the "Business Combination") be and are hereby authorized, approved, ratified and confirmed in all respects."

Resolution No. 2 — The Merger Proposal

"**RESOLVED,** as a special resolution, that the First Merger and the First Plan of Merger, substantially in the form attached as Exhibit F to the Merger Agreement (the "First Plan of Merger") be and are hereby authorized, approved and confirmed in all respects."

Resolution No. 3 — The Adjournment Proposal

"**RESOLVED,** as an ordinary resolution, that the adjournment of the extraordinary general meeting to a later date or dates to be determined by the chairman of the extraordinary general meeting, if necessary, to permit further solicitation and vote of proxies in the event that there are insufficient votes for the approval of one or more proposals at the extraordinary general meeting or if holders of LCAA Public Shares, have elected to redeem an amount of LCAA Public Shares such that the minimum available cash condition contained in the Merger Agreement would not be satisfied, be and is hereby approved."

The items of business listed above are more fully described elsewhere in the proxy statement/prospectus. Whether or not you intend to attend the extraordinary general meeting, we urge you to read the proxy statement/prospectus in its entirety, including the annexes and accompanying financial statements, before voting. IN PARTICULAR, WE URGE YOU TO CAREFULLY READ THE SECTION IN THE PROXY STATEMENT/PROSPECTUS ENTITLED "RISK FACTORS."

Only holders of record of LCAA Shares at the close of business on , 2023 (the "record date") are entitled to notice of the extraordinary general meeting and to vote and have their votes counted at the extraordinary general meeting and any adjournments or postponements of the extraordinary general meeting.

After careful consideration, LCAA Board has determined that each of the proposals listed is fair to and in the best interests of LCAA and its shareholders and unanimously recommends that you vote or give instruction to vote "**FOR**" each of the proposals set forth above. When you consider the recommendations of LCAA Board, you should keep in mind that LCAA's directors and officers may have interests in the Business Combination that conflict with, or are different from, your interests as a shareholder of LCAA. See the section in the proxy statement/prospectus entitled "Proposal One — The Business Combination Proposal."

The closing of the Business Combination is conditioned on approval of the Business Combination Proposal and the Merger Proposal. If either of these proposals is not approved and the applicable closing condition in the Merger Agreement is not waived, then LCAA will not consummate the Business Combination. The Adjournment Proposal is not conditioned on the approval of any other proposal listed above.

All LCAA shareholders at the close of business on the record date are cordially invited to attend the extraordinary general meeting, which will be held at and virtually over the Internet by means of a live audio webcast at https:// . To ensure your representation at the extraordinary general meeting, however, you are urged to complete, sign, date and return the enclosed proxy card as soon as possible in the postage-paid return envelope provided and, in any event so as to be received by LCAA no later than at AM time, on , 2023, being 48 hours before the time appointed for the holding of the extraordinary general meeting (or, in the case of an adjournment, no later than 48 hours before the time appointed for the holding of the adjourned meeting). In the case of joint shareholders, where more than one of the joint shareholder purports to appoint a proxy, only the appointment submitted by the most senior holder (being the first named holder in respect of the shares in LCAA's register of members) will be accepted. If you are a holder of record of LCAA Shares at the close of business on the record date, you may

also cast your vote at the extraordinary general meeting. If you hold your LCAA Shares in "street name," which means your shares are held of record by a broker, bank or nominee, you must instruct your broker or bank on how to vote the shares you beneficially own or, if you wish to attend and vote at the extraordinary general meeting, you must obtain a legal proxy from the shareholder of record and email a copy (a legible photograph is sufficient) of your proxy to proxy@continentalstock.com no later than 72 hours prior to the extraordinary general meeting. Holders should contact their broker, bank or nominee for instructions regarding obtaining a legal proxy. Holders who email a valid legal proxy will be issued a meeting control number that will allow them to register to attend and participate in the extraordinary general meeting virtually. You will receive an email prior to the meeting with a link and instructions for entering the extraordinary general meeting.

A complete list of LCAA shareholders of record entitled to vote at the extraordinary general meeting will be available for ten days before the extraordinary general meeting at the principal executive offices of LCAA for inspection by shareholders during business hours for any purpose germane to the extraordinary general meeting.

Voting on all resolutions at the extraordinary general meeting will be conducted by way of a poll rather than on a show of hands. On a poll, votes are counted according to the number of LCAA Shares registered in each shareholder's name which are voted, with each LCAA Share carrying one vote.

Your vote is important regardless of the number of shares you own. **Whether you plan to attend the extraordinary general meeting, please complete, sign, date and return the enclosed proxy card as soon as possible in the envelope provided. Submitting a proxy now will NOT prevent you from being able to attend and vote in person at the extraordinary general meeting. If your shares are held in "street name" or are in a margin or similar account, you should contact your broker, bank or nominee to ensure that votes related to the shares you beneficially own are properly voted and counted**.

If you have any questions or need assistance voting your LCAA Shares, please contact Morrow Sodali LLC, our proxy solicitor, by calling (800) 662-5200, or banks and brokers can call collect at (203) 658-9400, or by emailing LCAA.info@investor.morrowsodali.com. This notice of extraordinary general meeting is and the proxy statement/prospectus relating to the Business Combination will be available at https:// .

Thank you for your participation. We look forward to your continued support.

By Order of the Board of Directors

Chinta Bhagat
Chairman of the Board of Directors

, 2023

IF YOU RETURN YOUR SIGNED PROXY CARD WITHOUT AN INDICATION OF HOW YOU WISH TO VOTE, YOUR SHARES WILL BE VOTED IN FAVOR OF EACH OF THE PROPOSALS.

ALL HOLDERS OF LCAA PUBLIC SHARES HAVE THE RIGHT TO HAVE THEIR PUBLIC SHARES REDEEMED FOR CASH IN CONNECTION WITH THE PROPOSED BUSINESS COMBINATION. LCAA PUBLIC SHAREHOLDERS ARE NOT REQUIRED TO AFFIRMATIVELY VOTE FOR OR AGAINST THE BUSINESS COMBINATION PROPOSAL, TO VOTE ON THE BUSINESS COMBINATION PROPOSAL AT ALL, OR TO BE HOLDERS OF RECORD ON THE RECORD DATE IN ORDER TO HAVE THEIR LCAA PUBLIC SHARES REDEEMED FOR CASH.

THIS MEANS THAT ANY LCAA PUBLIC SHAREHOLDER HOLDING LCAA PUBLIC SHARES MAY EXERCISE REDEMPTION RIGHTS REGARDLESS OF WHETHER THEY ARE EVEN ENTITLED TO VOTE ON THE BUSINESS COMBINATION PROPOSAL.

TO EXERCISE REDEMPTION RIGHTS, LCAA PUBLIC SHAREHOLDERS MUST DEMAND THAT LCAA REDEEM THEIR LCAA PUBLIC SHARES AND EITHER TENDER THEIR SHARE CERTIFICATES (IF ANY) TO CONTINENTAL STOCK TRANSFER & TRUST COMPANY, LCAA'S

TRANSFER AGENT, OR DELIVER THEIR LCAA PUBLIC SHARES TO THE TRANSFER AGENT ELECTRONICALLY USING THE DEPOSITORY TRUST COMPANY'S DEPOSIT/WITHDRAWAL AT CUSTODIAN (DWAC) SYSTEM, IN EACH CASE NO LATER THAN TWO (2) BUSINESS DAYS PRIOR TO THE EXTRAORDINARY GENERAL MEETING. IF THE BUSINESS COMBINATION IS NOT COMPLETED, THEN THESE SHARES WILL NOT BE REDEEMED FOR CASH AND WILL BE RETURNED TO YOU OR YOUR ACCOUNT. IF YOU HOLD THE SHARES IN STREET NAME, YOU WILL NEED TO INSTRUCT THE ACCOUNT EXECUTIVE AT YOUR BANK OR BROKER TO WITHDRAW THE SHARES FROM YOUR ACCOUNT IN ORDER TO EXERCISE YOUR REDEMPTION RIGHTS. ANY HOLDER THAT HOLDS LCAA PUBLIC SHARES BENEFICIALLY THROUGH A NOMINEE MUST IDENTIFY ITSELF BY LEGAL NAME, PHONE NUMBER AND ADDRESS TO LCAA IN CONNECTION WITH ANY REDEMPTION ELECTION IN ORDER TO VALIDLY REDEEM SUCH LCAA PUBLIC SHARES. SEE "EXTRAORDINARY GENERAL MEETING OF LCAA SHAREHOLDERS — REDEMPTION RIGHTS" FOR MORE SPECIFIC INSTRUCTIONS.

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ABOUT THIS PROXY STATEMENT/PROSPECTUS

This document, which forms part of a registration statement on Form F-4 filed with the U.S. Securities and Exchange Commission, or the "SEC," by LTC, constitutes a prospectus of LTC under Section 5 of the U.S. Securities Act of 1933, as amended, or the "Securities Act," with respect to the LTC Ordinary Shares to be issued to LCAA shareholders, the LTC Ordinary Shares to be issued to certain LTC shareholders, the LTC Warrants to be issued to holders of LCAA Warrants and the LTC Ordinary Shares underlying such warrants, if the Business Combination described herein is consummated. This document also constitutes a notice of meeting and a proxy statement under Section 14(a) of the U.S. Securities Exchange Act of 1934, as amended, or the "Exchange Act," with respect to the Extraordinary General Meeting of LCAA shareholders at which LCAA shareholders shall be asked to consider and vote upon proposals to approve the Business Combination Proposal and the Merger Proposal (each as defined herein) and to adjourn the meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to adopt the Business Combination Proposal or the Merger Proposal or if holders of LCAA Public Shares, have elected to redeem an amount of LCAA Public Shares such that the Minimum Available Cash Condition contained in the Merger Agreement would not be satisfied.

References to "U.S. Dollars", "USD", "US$" and "$" in this proxy statement/prospectus are to United States dollars, the legal currency of the United States. Discrepancies in any table between totals and sums of the amounts listed are due to rounding. Certain amounts and percentages have been rounded; consequently, certain figures may add up to be more or less than the total amount and certain percentages may add up to be more or less than 100% due to rounding. In particular and without limitation, amounts expressed in millions contained in this proxy statement/prospectus have been rounded to a single decimal place for the convenience of readers.

IMPORTANT INFORMATION ABOUT U.S. GAAP AND NON-U.S. GAAP FINANCIAL MEASURES

To evaluate the performance of its business, Lotus Tech relies on both its results of operations recorded in accordance with U.S. GAAP and certain non-U.S. GAAP financial measures, including adjusted net loss and adjusted EBITDA. These measures, as defined below, are not defined or calculated under principles, standards or rules that comprise U.S. GAAP. Accordingly, the non-U.S. GAAP financial measures Lotus Tech uses and refers to should not be viewed as a substitute for LTC's combined and consolidated financial statements prepared and presented in accordance with U.S. GAAP or any other performance measure derived in accordance with U.S. GAAP, and you are encouraged not to rely on any single financial measure to evaluate the business, financial condition or results of operations of Lotus Tech. Lotus Tech's definitions of adjusted net loss and adjusted EBITDA are specific to its business and you should not assume that they are comparable to similarly titled financial measures of other companies.

INDUSTRY AND MARKET DATA

Unless otherwise indicated, information contained in this proxy statement/prospectus concerning Lotus Tech's industry and the regions in which it operates, including Lotus Tech's general expectations and market position, market size, market opportunity, market share and other management estimates, is based on information obtained from industry publications and reports and forecasts provided to Lotus Tech, including an independent market research carried out by Oliver Wyman. In some cases, Lotus Tech does not expressly refer to the sources from which this information is derived. This information is subject to significant uncertainties and limitations and is based on assumptions and estimates that may prove to be inaccurate. You are therefore cautioned not to give undue weight to this information.

Lotus Tech has not independently verified the accuracy or completeness of any such information. Similarly, internal surveys, industry forecasts and market research, which Lotus Tech believes to be reliable based upon its management's knowledge of the industry, have not been independently verified. While Lotus Tech believes that the market data, industry forecasts and similar information included in this proxy statement/prospectus are generally reliable, such information is inherently imprecise. In addition, assumptions and estimates of Lotus Tech's future performance and growth objectives and the future performance of its industry and the markets in which it operates are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those discussed under the headings "Risk Factors," "Cautionary Statement Regarding Forward-Looking Statements," and "Lotus Tech's Management's Discussion and Analysis of Financial Condition and Results of Operations" in this proxy statement/prospectus.

TRADEMARKS, TRADE NAMES AND SERVICE MARKS

Lotus Tech owns or has proprietary rights to trademarks used in this proxy statement/prospectus that are important to its business, many of which are registered under applicable intellectual property laws. This proxy statement/prospectus also contains trademarks, trade names and service marks of other companies, which are the property of their respective owners. Solely for convenience, trademarks, trade names and service marks referred to in this proxy statement/prospectus may appear without the ®, ™ or SM symbols, but such references are not intended to indicate, in any way, that Lotus Tech or the applicable owner or licensor will not assert, to the fullest extent permitted under applicable law, its rights or the right to these trademarks, trade names and service marks. Lotus Tech does not intend its use or display of other parties' trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of Lotus Tech by, any other parties.

FREQUENTLY USED TERMS AND BASIS OF PRESENTATION

"ADAS" means advanced driver-assistance system;

"Amended LTC Articles" means the sixth amended and restated memorandum and articles of association of LTC, which shall be adopted and become effective immediately prior to the First Effective Time;

"BEV" means battery electric vehicle;

"Business Combination" means all transactions contemplated by the Merger Agreement, including the Mergers;

"Capital Restructuring" means, collectively, the adoption of the Amended LTC Articles, the Preferred Share Conversion, the Re-designation and the Recapitalization;

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

"China" or "PRC" means the People's Republic of China;

"Closing" means the closing of the Business Combination contemplated by the Merger Agreement;

"Closing Date" means the day on which the Closing occurs;

"LTC Articles" means the fifth amended and restated memorandum and articles of association of LTC;

"Continental" means Continental Stock Transfer & Trust Company;

"Dissenting LCAA Shareholders" means LCAA shareholders who shall have validly exercised their dissenter's rights for their LCAA Shares in accordance with Section 238 of the Cayman Islands Companies Act and otherwise complied with all of the provisions of the Cayman Islands Companies Act relevant to the exercise and perfection of Dissent Rights, and "Dissenting LCAA Shares" means the LCAA Shares held by Dissenting LCAA Shareholders;

"Dissent Rights" means the right of each holder of record of LCAA Shares to dissent in respect of the First Merger pursuant to Section 238 of the Cayman Islands Companies Act;

"Distribution Agreement" means the distribution agreement entered into by LTIL and Lotus Cars Limited concurrently with the execution of the Merger Agreement;

"D-segment" means passenger vehicles in the "large cars" category of the EU classification of vehicle types;

"Etika" means Etika Automotive Sdn Bhd;

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

"Extraordinary General Meeting" means an extraordinary general meeting of shareholders of LCAA to be held at AM/PM time, on , 2023 at and virtually over the Internet via live audio webcast at https:// ;

"EU" means the European Union;

"Euro," "EUR," or "€" means the legal currency of the member states participating in the European Monetary Union;

"E-segment" means passenger vehicles in the "executive cars" category of the EU classification of vehicle types;

"First Effective Time" means the effective time of the First Merger;

"First Merger" means the merger between Merger Sub 1 and LCAA, with LCAA surviving as a wholly-owned subsidiary of LTC in accordance with the Merger Agreement;

"Fully-Diluted Company Shares" means, without duplication, (a) the aggregate number of shares of LTC (i) that are issued and outstanding immediately prior to the Recapitalization and (ii) that are issuable

(A) upon the exercise of all LTC Options (calculated using the treasury stock method of accounting), and (B) upon the exercise, exchange or conversion of any other equity securities of LTC, in each case of clauses (A) and (B), that are issued and outstanding immediately prior to the Recapitalization (whether or not then vested or exercisable as applicable) minus (b) the shares of LTC held by LTC or any of its subsidiaries (if applicable) as treasury shares; provided that, notwithstanding anything to the contrary in the foregoing, "Fully-Diluted Company Shares" shall not include any shares of LTC issuable upon the exercise, exchange or conversion of certain equity securities described in LTC's disclosure letter to the Merger Agreement;

"GBP" and "British pounds" means the legal currency of the United Kingdom;

"Geely Holding" means Zhejiang Geely Holding Group and its affiliates;

"ICE" means Internal Combustion Engine;

"Founder Shareholders" means collectively, the Sponsor, and LCAA's independent directors (Mr. Sanford Martin Litvack, Mr. Frank N. Newman and Mr. Anish Melwani);

"IPO" means LCAA's initial public offering, which was consummated on March 15, 2021;

"LCAA" means *L* Catterton Asia Acquisition Corp, a Cayman Islands exempted company;

"LCAA Articles" means LCAA's amended and restated memorandum and articles of association adopted by special resolution dated March 3, 2021, as may be amended from time to time;

"LCAA Board" means the board of directors of LCAA;

"LCAA Class A Ordinary Shares" or "LCAA Public Shares" means the Class A ordinary shares of LCAA, par value $0.0001 per share;

"LCAA Class B Ordinary Share" or "Founder Shares" means the Class B ordinary shares, par value $0.0001 per share, of LCAA;

"LCAA Class B Conversion" means the automatic conversion of each LCAA Class B Ordinary Shares into one LCAA Class A Ordinary Shares immediately prior to the First Effective Time, in accordance with the terms of the LCAA Articles;

"LCAA Private Warrants" means the warrants sold to the Sponsor in the private placement consummated concurrently with the IPO, each entitling its holder to purchase one LCAA Public Share at an exercise price of $11.50 per share, subject to adjustment;

"LCAA Public Shareholders" means the holders of LCAA Class A Ordinary Shares issued as part of the Units issued in the IPO;

"LCAA Public Warrants" means the redeemable warrants issued in the IPO, each entitling its holder to purchase one LCAA Public Share at an exercise price of $11.50 per share, subject to adjustment;

"LCAA Shareholder Redemption Amount" means the aggregate amount payable to LCAA shareholders exercising their redemption rights;

"LCAA Shares" means the ordinary shares of LCAA;

"LCAA Warrants" means the LCAA Public Warrants and the LCAA Private Warrants;

"Lotus" or "Lotus Group" means Lotus Tech and Lotus UK, taken as a whole;

"Lotus Tech" means LTC and its subsidiaries (and, in the context of describing Lotus Tech's operations and combined and consolidated financial information, also the VIE and its subsidiaries. References to the share capital, securities (including shares, options, and warrants), shareholders, directors, board of directors, auditors of "LTC" are to the share capital, securities (including shares, options and warrants), shareholders, directors, board of directors, and auditors of LTC, respectively;

"Lotus UK" means Lotus Group International Limited and its subsidiaries;

"LTC" means Lotus Technology Inc., a Cayman Islands exempted company;

"LTC Board" means the board of directors of LTC;

"LTC Options" means the options exercisable to purchase shares of LTC;

"LTC Ordinary Shares" means ordinary shares of LTC, par value US$0.00001 per share;

"LTC Warrants" means the warrants to purchase one LTC Ordinary Share at a price of US$11.50 per share, subject to adjustment;

"LTIL" means Lotus Technology Innovative Limited, a wholly-owned subsidiary of LTC;

"Merger Agreement" means the Agreement and Plan of Merger, dated as of January 31, 2023, by and among LCAA, LTC, Merger Sub 1 and Merger Sub 2, as may be amended, supplemented or otherwise modified from time to time;

"Merger Sub 1" means Lotus Temp Limited, a Cayman Islands exempted company;

"Merger Sub 2" means Lotus EV Limited, a Cayman Islands exempted company;

"Mergers" means, collectively, the First Merger and the Second Merger;

"Minimum Available Cash Condition" means the condition, to which the obligations of LTC, Merger Sub 1 and Merger Sub 2 to consummate, or cause to be consummated, the Transactions to occur at the Closing are subject under the Merger Agreement, that (a) all amounts in the Trust Account as of immediately prior to the Closing (after deducting the LCAA Shareholder Redemption Amount), plus (b) cash proceeds that will be funded prior to, concurrently with, or immediately after, the Closing to LTC in connection with any PIPE Financing, plus (c) cash proceeds that will be funded to LTC in connection with any Pre-Closing Financing, in the aggregate equaling no less than US$100,000,000, prior to payment of any unpaid or contingent liabilities, deferred underwriting fees of LCAA or transaction expenses of LTC or LCAA;

"MSRP" means manufacturer's suggested retail price;

"Trust Account" means the trust account established for the purpose of holding the net proceeds of LCAA's IPO;

"Nasdaq" means The Nasdaq Stock Market LLC;

"OEM" means original equipment manufacturer;

"Preferred Share Conversion" means the conversion of each preferred share of LTC that is issued and outstanding immediately prior to the First Effective Time into one ordinary share on a one-for-one basis, by re-designation and re-classification, in accordance with the LTC Articles;

"Put Option Agreement" means each Put Option Agreement, dated as of January 31, 2023, entered by LTC with each of Geely and Etika, respectively;

"Recapitalization" means immediately following the Re-designation and prior to the First Effective Time, the recapitalization of each issued LTC Ordinary Share by way of a repurchase in exchange for the issuance of such number of LTC Ordinary Shares equal to the Recapitalization Factor (i.e., one such LTC Ordinary Share multiplied by the Recapitalization Factor);

"Recapitalization Factor" means the quotient obtained by dividing (i) the quotient obtained by dividing $5,500,000,000 by the Fully-Diluted Company Shares by (ii) $10.00;

"Redeeming LCAA Shares" means the LCAA Shares in respect of which the eligible holder thereof has validly exercised such holder's redemption right;

"Re-designation" means the re-designation of 500,000,000 authorized but unissued ordinary shares of LTC as shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the Amended LTC Articles immediately following the Preferred Share Conversion but immediately prior to the Recapitalization, such that the authorized share capital of

LTC shall be US$50,000 divided into 5,000,000,000 shares of par value of US$0.00001 each, consisting of 4,500,000,000 LTC Ordinary Shares, and 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the Amended LTC Articles;

"Renminbi" or "RMB" means the legal currency of China;

"Second Merger" means the merger between Surviving Entity 1 and Merger Sub 2, with Merger Sub 2 surviving as a wholly-owned subsidiary of LTC in accordance with the Merger Agreement;

"Sponsor" means LCA Acquisition Sponsor, LP, a Cayman Islands limited partnership;

"Surviving Entity 1" means the surviving entity of the First Merger;

"Surviving Entity 2" means the surviving entity of the Second Merger;

"Unit" means each unit issued by LCAA in its IPO or the exercise of the underwriter's overallotment option, consisting of one LCAA Class A Ordinary Share and one-third of LCAA Warrant;

"Unit Separation" means the automatic detachment of each LCAA Unit outstanding immediately prior to the First Effective Time at the First Effective Time, as a result of which the holder thereof shall be deemed to hold one LCAA Class A Ordinary Share and one-third of an LCAA Warrant in accordance with the terms of the applicable Unit;

"U.K." means the United Kingdom;

"U.S." means the United States of America;

"US$," "U.S. dollars" or "dollars" means the legal currency of the United States;

"U.S. GAAP" means accounting principles generally accepted in the United States of America;

"VIE" means Wuhan Lotus E-commerce Co., Ltd., the variable interest entity;

"Warrant Agreement" means the Warrant Agreement dated as of March 10, 2021, between *L* Catterton Asia Acquisition Corp and Continental Stock Transfer & Trust Company; and

"WFOE" means Wuhan Lotus Technology Limited Company, LTC's wholly-owned PRC subsidiary.

Unless otherwise specified, the voting and economic interests of the combined company's shareholders set forth in this proxy statement/prospectus assume the following:

- LTC is valued at US$5,500,000,000 on a pre-money equity value basis (before taking into account the values of LTC Ordinary Shares issued to third-party investors or the Jingkai Fund pursuant to the second and third bullet points below).
- Although such investment or the terms thereof have not yet been confirmed, third-party investors (as part of the Pre-Closing Financing) invest in LTC in an amount equal to US$100,000,000 at US$10.00 per share during the Interim Period, pursuant to which a total of 10,000,000 LTC Ordinary Shares are issued to such third-party investors upon the Closing. The aggregate amount of such investment and the terms thereof are subject to update once confirmed.
- Hubei Changjiang Jingkai Automobile Industry Investment Fund Partnership (Limited Partner), (the "Jingkai Fund"), a local government fund in Wuhan, China, invests in LTC in an amount equal to RMB 1,200,000,000 at US$10.00 per share (calculated using an exchange rate of 1 U.S. dollar = 7.10 RMB) during the Interim Period, pursuant to which a total of 16,901,409 LTC Ordinary Shares are issued to the Jingkai Fund substantially concurrently with the Closing. The aggregate amount of such investment and the terms thereof are subject to update once confirmed.
- The applicable conditions specified in the Sponsor Support Agreement relating to the forfeiture of certain Sponsor Shares are satisfied as of the Closing, and as a result, no Sponsor Shares are forfeited at the Closing. The applicable conditions specified in the Sponsor Support Agreement relating to the earn-out of certain Sponsor Shares are satisfied immediately following the Closing,

and as a result, all Sponsor Shares subject to earn-out are vested and no longer subject to any earn-out arrangement immediately following the Closing.

- No Sponsor Shares are transferred by the Sponsor as consideration to induce LCAA shareholders to waive its redemption rights.
- The Founder Shareholders and holders of any equity securities of LTC do not purchase any LCAA Public Shares in the open market.
- No LCAA Public Shareholder exercises appraisal rights pursuant to the Cayman Islands Companies Act.
- No LCAA Public Share or Founder Share is held in LCAA's treasury or owned by LTC, Merger Sub 1 or Merger Sub 2, or any other wholly-owned subsidiary of LTC.
- There are no other issuances of equity interests of LTC or LCAA not described in this proxy statement/prospectus.

In addition, unless otherwise specified, the voting and economic interests of the combined company's shareholders set forth in this proxy statement/prospectus do not take into account (i) the LCAA Public Warrants or the LCAA Private Warrants, which will convert into LTC Warrants at the Closing, and which will remain outstanding following the Business Combination, so may be exercised at a later date, or (ii) the 9,657,775 LTC Ordinary Shares which will be issuable upon any exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting. The LCAA Public Warrants represent 9,550,291 redeemable warrants issued in the IPO, each entitling its holder to purchase one LCAA Public Share at an exercise price of US$11.50 per share, subject to adjustment. The LCAA Private Warrants represent 5,486,784 warrants sold to Sponsor in the private placement consummated concurrently with the IPO, each entitling its holder to purchase one LCAA Public Share at an exercise price of US$11.50 per share, subject to adjustment. In connection with the Business Combination, LCAA Public Warrants and LCAA Private Warrants will be automatically and irrevocably assumed by LTC and converted into warrants of LTC each entitling its holder to purchase one LTC Ordinary Share at a price of US$11.50 per share, subject to adjustment.

Certain sections in this proxy statement/prospectus refer to a "no redemption" scenario, a "25% redemption" scenario, a "50% redemption" scenario, a "75% redemption" scenario, or a "maximum redemption" scenario. Unless otherwise specified, these scenarios assume for illustrative purposes that all of the assumption described above apply, except for the following:

- In respect of the no redemption scenario, no LCAA Public Share is redeemed by the LCAA Public Shareholders.
- In respect of the 25% redemption scenario, 7,162,718 LCAA Public Share are redeemed by the LCAA Public Shareholders.
- In respect of the 50% redemption scenario, 14,325,437 LCAA Public Share are redeemed by the LCAA Public Shareholders.
- In respect of the 75% redemption scenario, 21,488,155 LCAA Public Share are redeemed by the LCAA Public Shareholders.
- In respect of the maximum redemption scenario, 28,650,874 LCAA Public Share are redeemed by the LCAA Public Shareholders. LCAA's obligations under the Merger Agreement are subject to certain customary closing conditions, including that, after giving effect to any redemption by LCAA Public Shareholders, LCAA must have net tangible assets of at least $5,000,001 upon consummation of the Business Combination (as determined in accordance with Rule3a5l-l(g)(1) of the Exchange Act (or any successor rule)). Pursuant to the LCAA Articles, LCAA may not repurchase any LCAA Public Shares if it has less than $5,000,001 of net tangible assets following such repurchases and that LCAA may not consummate the Business Combination if immediately prior to, or upon such consummation of, the Business Combination, LCAA has less than $5,000,001 net tangible asset. The maximum redemption scenario assumes for illustrative purposes that there will be no funds left in the Trust Account assuming all LCAA Public Shareholders exercise their redemption rights with respect to the LCAA Public Shares. Unless LTC elects to waive the Minimum Available Cash Condition, the Maximum Redemption Scenario cannot occur.

QUESTIONS AND ANSWERS ABOUT THE BUSINESS COMBINATION AND THE EXTRAORDINARY GENERAL MEETING

The questions and answers below highlight only selected information set forth elsewhere in this proxy statement/prospectus and only briefly address some commonly asked questions about the extraordinary general meeting and the proposals to be presented at the extraordinary general meeting, including with respect to the proposed Business Combination. The following questions and answers do not include all the information that may be important to LCAA shareholders. LCAA shareholders are urged to carefully read this entire proxy statement/prospectus, including the annexes and the other documents referred to herein, to fully understand the proposed Business Combination and the voting procedures for the extraordinary general meeting.

Q: Why am I receiving this proxy statement/prospectus?

A: LCAA and LTC have agreed to a business combination under the terms of the Merger Agreement that is described in this proxy statement/prospectus. A copy of the Merger Agreement is attached to this proxy statement/prospectus as Annex A and LCAA encourages its shareholders to read it in its entirety. LCAA shareholders are being asked to consider and vote upon a proposal to approve the Merger Agreement and the other transactions contemplated by the Merger Agreement. See "Proposal One — The Business Combination Proposal."

Q: Are there any other matters being presented to shareholders at the meeting?

A: In addition to voting on the Business Combination Proposal, LCAA shareholders will vote on the following proposals:

- To authorize the First Merger and the First Plan of Merger. See the section of this proxy statement/prospectus titled "Proposal Two — The Merger Proposal."
- To consider and vote upon a proposal to adjourn the extraordinary general meeting to a later date or dates to be determined by the chairman of the extraordinary general meeting, if necessary, to permit further solicitation and vote of proxies if, based upon the tabulated vote at the time of the extraordinary general meeting, there are not sufficient votes to approve one or more proposals presented to shareholders for a vote or if holders of LCAA Public Shares, have elected to redeem an amount of LCAA Public Shares such that the Minimum Available Cash Condition contained in the Merger Agreement would not be satisfied. See the section of this proxy statement/prospectus titled "Proposal Three — The Adjournment Proposal."

LCAA will hold the extraordinary general meeting of its shareholders to consider and vote upon these proposals. This proxy statement/prospectus contains important information about the proposed Business Combination and the other matters to be acted upon at the extraordinary general meeting. Shareholders should read it carefully.

The vote of shareholders is important. Regardless of how many shares you own, you are encouraged to vote as soon as possible after carefully reviewing this proxy statement/prospectus.

Q: Why is LCAA providing shareholders with the opportunity to vote on the Business Combination?

A: Pursuant to the LCAA Articles, LCAA is required to provide LCAA Public Shareholders with an opportunity to have their LCAA Public Shares redeemed for cash upon the consummation of its initial business combination, either in conjunction with a shareholder vote or tender offer. Due to the structure of the Business Combination, LCAA is providing this opportunity in conjunction with a shareholder vote.

Q: What will happen to LCAA's securities upon consummation of the Business Combination?

A: LCAA's securities, namely the Units (trading symbol "LCAAU"), LCAA Public Shares (trading symbol "LCAA") and LCAA Public Warrants (trading symbol "LCAAW"), are currently listed on Nasdaq. The Units, LCAA Public Shares and LCAA Public Warrants will cease trading upon consummation of the Business Combination and will be delisted from Nasdaq and deregistered under the Exchange Act. LTC

intends to apply for listing of the LTC Ordinary Shares on Nasdaq under the proposed symbol "LOT" and LTC Warrants under the proposed symbol "LOTWW," each to be effective upon the consummation of the Business Combination. While trading on Nasdaq is expected to begin on the first business day following the consummation of the Business Combination, there can be no assurance that the LTC Ordinary Shares and LTC Warrants will be listed on Nasdaq or that a viable and active trading market will develop. See "Risk Factors" for more information.

Q: Why is LCAA proposing the Business Combination?

A: LCAA was organized to effect a merger, share exchange, asset acquisition, share purchase, reorganization or other similar business combination with one or more businesses or entities.

On March 15, 2021, LCAA consummated its initial public offering (the "IPO") of 25,000,000 Units at a price of $10.00 per Unit, generating gross proceeds to LCAA of $250,000,000. Each Unit consists of one LCAA Class A Ordinary Share and one-third of one LCAA Public Warrant. Concurrent to the closing of the initial public offering, LCAA consummated a private placement of 5,000,000 LCAA Private Warrants with the Sponsor at a price of $1.50 per LCAA Private Warrant, generating gross proceeds of $7,500,000 (the "Private Placement"). On March 24, 2021, the underwriters partially exercised their over-allotment option, according to which LCAA consummated the sale of an additional 3,650,874 Units, at $10.00 per Unit, and the sale of an additional 486,784 LCAA Private Warrants, at $1.50 per LCAA Private Warrant. Following the closing of the over-allotment option, LCAA generated total gross proceeds of $294,738,916 from the IPO and the Private Placement, of which $286,508,740 was raised in the IPO, $8,230,176 was raised in the Private Placement, and $286,508,740 was placed in a trust account established for the benefit of LCAA's public shareholders. LCAA paid a total of $5,730,175 underwriting discounts and commissions and $709,897 for other costs and expenses related to the IPO. In addition, the underwriter in the IPO will receive deferred underwriting compensation from LCAA if a business combination is completed.

LCAA believes that LTC is a company with an appealing market opportunity and growth profile, a strong position in its industry and a compelling valuation. As a result, LCAA believes that the Business Combination will provide LCAA shareholders with an opportunity to participate in the ownership of a company with significant growth potential. See the section entitled "Proposal One — The Business Combination Proposal."

Q: Did LCAA Board obtain a third-party valuation or fairness opinion in determining whether or not to proceed with the Business Combination?

A: No. LCAA Board of directors did not obtain a third-party valuation or fairness opinion in connection with its determination to approve the Business Combination. Accordingly, investors will be relying solely on the judgment of LCAA Board, its management team and its advisors in valuing LTC and will be assuming the risk that LCAA Board may not have properly valued the business. However, LCAA's officers and directors have substantial experience in evaluating the operating and financial merits of companies from a wide range of industries and have substantial experience with financial investments and mergers and acquisitions. Furthermore, in analyzing the Business Combination, LCAA's management conducted significant due diligence on LTC and LCAA Board reviewed such due diligence as part of its review and approval of the Business Combination. For a complete discussion of the factors utilized by LCAA Board in approving the Business Combination, see the section of this proxy statement entitled "The Business Combination — LCAA Board of Directors' Reasons for the Business Combination." Based on the foregoing, LCAA Board concluded that its members' collective experience and backgrounds, together with the experience and sector expertise of LCAA's advisors, enabled it to make the necessary analyses and determinations regarding the Business Combination, including that the Business Combination was fair from a financial perspective to its shareholders and that LTC's fair market value was at least 80% of the assets held in the Trust Account (excluding the deferred underwriting commissions and taxes payable on interest earned on the Trust Account) at the time the Merger Agreement was entered into with respect to the Business Combination. There can be no assurance, however, that LCAA Board was correct in its assessment of the Business Combination. For a complete discussion of the factors utilized by LCAA Board in approving the Business Combination, see the section entitled "Proposal One — The Business Combination Proposal."

Q: Do I have redemption rights?

A: If you are an LCAA Public Shareholder, you have the right to demand that LCAA redeem your LCAA Public Shares for a pro rata portion of the cash held in LCAA's Trust Account, calculated as of two business days prior to the consummation of the Business Combination in accordance with the LCAA Articles. In this proxy statement/prospectus, these rights to demand redemption of the LCAA Public Shares are sometimes referred to as "redemption rights." Notwithstanding the foregoing, an LCAA Public Shareholder, together with any affiliate of his or any other person with whom such holder is acting in concert or as a "group" (as defined in Section 13(d)(3) of the Exchange Act), will be restricted from seeking redemption rights with respect to more than 15% of the LCAA Public Shares. Accordingly, all LCAA Public Shares in excess of 15% held by an LCAA Public Shareholder, together with any affiliate of such holder or any other person with whom such holder is acting in concert or as a "group," will not be redeemed and converted into cash. Under the LCAA Articles, the Business Combination may not be consummated if LCAA has net tangible assets of less than US$5,000,001 either immediately prior to or upon consummation of the Business Combination after taking into account the redemption for cash of all LCAA Public Shares properly demanded to be redeemed by holders of LCAA Public Shares.

Q: Will how I vote on the Business Combination affect my ability to exercise my redemption rights?

A: No. An LCAA Public Shareholder may exercise redemption rights regardless of whether he, she or it votes for or against the Business Combination Proposal or does not vote on such proposal at all, or if he, she or it is an LCAA Public Shareholder on the record date. This means that any LCAA Public Shareholder holding LCAA Public Shares may exercise redemptions rights regardless of whether they are even entitled to vote on the Business Combination Proposal.

Q: How do I exercise my redemption rights?

A: If you are an LCAA Public Shareholder and wish to exercise your redemption rights, you must:

- submit a written request to Continental Stock Transfer & Trust Company, LCAA's transfer agent, in which you (i) request that LCAA redeem all or a portion of your LCAA Public Shares for cash, and (ii) identify yourself as the beneficial holder of the LCAA Public Shares and provide your legal name, phone number and address; and
- either tender your share certificates (if any) to Continental Stock Transfer & Trust Company, LCAA's transfer agent, or deliver your LCAA Public Shares to the transfer agent electronically using The Depository Trust Company's Deposit/Withdrawal at Custodian (DWAC) System.

Holders must complete the procedures for electing to redeem their LCAA Public Shares in the manner described above prior to on , 2023, two business days prior to the extraordinary general meeting, in order for their LCAA Public Shares to be redeemed. If you hold the shares in "street name," you will have to coordinate with your broker, bank or nominee to have the LCAA Public Shares you beneficially own certificated and delivered electronically.

Any LCAA Public Shareholder satisfying the requirements for exercising redemption rights will be entitled to a pro rata portion of the amount then in the Trust Account (which, for illustrative purposes, was US$, or US$ per share, as of the record date) calculated as of two business days prior to the consummation of the Business Combination, including interest earned on the funds in the Trust Account and not previously released to LCAA to pay income taxes. Such amount will be paid promptly upon consummation of the Business Combination. There are currently no owed but unpaid income taxes on the funds in the Trust Account.

There is a nominal cost associated with this tendering process and the act of certificating the shares or delivering them through the DWAC system. The transfer agent will typically charge the tendering broker US$80.00 and it would be up to the broker whether or not to pass this cost on to the redeeming shareholder. In the event the Business Combination is not consummated this may result in an additional cost to shareholders for the return of their shares.

Any request for redemption, once made by an LCAA Public Shareholder, may be withdrawn at any time up to two business days prior to the time the vote is taken with respect to the Business Combination

Proposal at the extraordinary general meeting (unless otherwise agreed to by LCAA). If you tender your share certificates (if any) to LCAA's transfer agent and later decide prior to the extraordinary general meeting not to elect redemption, you may request that LCAA's transfer agent return your share certificates (physically or electronically). You may make such request by contacting LCAA's transfer agent at the address listed below.

No demand for redemption will be honored unless the holder's LCAA Public Shares have been delivered (either physically or electronically) to the transfer agent in the manner described above no later than two business days prior to the extraordinary general meeting.

LCAA's transfer agent can be contacted at the following address:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attention: Mark Zimkind
Email: spacredemption@continentalstock.com

Q: Can I exercise redemption rights and dissenter rights under the Cayman Islands Companies Act?

A: No. Any LCAA Public Shareholder who elects to exercise Dissent Rights (which dissenter rights are discussed in the section entitled "Do I have appraisal rights if I object to the proposed Business Combination?") will lose their right to have their LCAA Public Shares redeemed in accordance with the LCAA Articles. The certainty provided by the redemption process may be preferable for LCAA Public Shareholders wishing to exchange their LCAA Public Shares for cash. This is because Dissent Rights may be lost or extinguished, including where LCAA and the other parties to the Merger Agreement determine to delay the consummation of the Business Combination in order to invoke the limitation on dissenter rights under Section 239 of the Cayman Islands Companies Act, in which case any LCAA Public Shareholder who has sought to exercise Dissent Rights would only be entitled to receive the merger consideration contemplated by the Merger Agreement.

Q: If I am a holder of LCAA Units, can I exercise redemption rights with respect to my Units?

A: No. Holders of outstanding Units must first separate the Units into the underlying LCAA Public Shares and LCAA Public Warrants prior to exercising redemption rights with respect to LCAA Public Shares. If you hold Units registered in your own name, you must deliver the certificate for such Units (if any) to Continental Stock Transfer & Trust Company, LCAA's transfer agent, with written instructions to separate such Units into LCAA Public Shares and LCAA Public Warrants. This must be completed far enough in advance to permit the mailing of the share certificates back to you so that you may then exercise your redemption rights upon the separation of the LCAA Public Shares from the Units. If you hold the Units in "street name," you will need to instruct your broker, bank or nominee to separate the Units you beneficially own. Your nominee must send written instructions to LCAA's transfer agent. Such written instructions must include the number of Units to be split and the nominee holding such Units. Your nominee must also initiate electronically, using The Depository Trust Company's Deposit/Withdrawal at Custodian (DWAC) System, a withdrawal of the relevant Units and a deposit of the number of LCAA Public Shares and LCAA Public Warrants represented by such Units. This must be completed far enough in advance to permit your nominee to exercise redemption rights upon the separation of the LCAA Public Shares from the Units. While this is typically done electronically the same business day, you should allow at least one full business day to accomplish the separation. If you fail to cause your LCAA Public Shares to be separated in a timely manner, you shall likely not be able to exercise your redemption rights.

Q: If I am a holder of LCAA Warrants, can I exercise redemption rights with respect to my warrants?

A: No. The holders of LCAA Warrants have no redemption rights with respect to such securities.

Q: What are the U.S. federal income tax consequences to me if I exercise my redemption rights?

A: The U.S. federal income tax consequences to U.S. Holders (as defined in the section entitled "Material

Tax Considerations — U.S. Federal Income Tax Considerations to U.S. Holders") that exercises its redemption rights are complex and depend on such holder's particular facts and circumstances. For a discussion of the U.S. federal income tax considerations of exercising your redemption rights, see the section entitled "Material Tax Considerations — U.S. Federal Income Tax Considerations — U.S. Holders Exercising Redemption Rights with Respect to LCAA Public Shares." If you are contemplating exercising your redemption rights, you should consult your tax advisor to determine the tax consequences thereof.

Q: What are the U.S. federal income tax consequences of the Business Combination to me?

A: As described in the section entitled, "Material Tax Considerations — U.S. Federal Income Tax Considerations — Effects of the Mergers — Characterization of the Mergers as a Tax-Free Reorganization under Section 368(a) of the Code," there are significant factual and legal uncertainties as to whether the Business Combination will qualify as a reorganization within the meaning of Section 368(a) of the Code. If any requirement for Section 368(a) of the Code is not met, then a U.S. Holder of LCAA Public Shares and/or LCAA Warrants would generally recognize gain or loss in an amount equal to the difference, if any, between the fair market value of Lotus Tech Ordinary Shares and/or Lotus Tech Warrants, as applicable, received in the Business Combination, over such U.S. Holder's aggregate tax basis in the corresponding LCAA Public Shares and/or LCAA Warrants surrendered by such U.S. Holder in the Business Combination. Even if the Business Combination otherwise qualifies as a "reorganization" within the meaning of Section 368(a) of the Code, U.S. Holders may be required to recognize gain (but not loss) on account of the application of the Passive Foreign Investment Company ("PFIC") rules, as described in more detail below under "Material Tax Considerations — U.S. Federal Income Tax Considerations to U.S. Holders — Effects of the Mergers — PFIC Considerations of the Mergers." You should consult your tax advisors regarding the tax consequences of the Business Combination.

Q: Do I have appraisal rights if I object to the proposed Business Combination?

A: Holders of record of LCAA Shares may have appraisal rights in connection with the Business Combination under the Cayman Islands Companies Act. Holders of record of LCAA Shares wishing to exercise such statutory dissenter rights and make a demand for payment of the fair value for their LCAA Shares must give written objection to the First Merger to LCAA prior to the shareholder vote to approve the First Merger and follow the procedures set out in Section 238 of the Cayman Islands Companies Act, noting that any such dissenter rights may subsequently be lost and extinguished pursuant to Section 239 of the Cayman Islands Companies Act which states that no such dissenter rights shall be available in respect of shares of any class for which an open market exists on a recognized stock exchange or recognized interdealer quotation system at the expiry date of the period allowed for written notice of an election to dissent provided that the merger consideration constitutes inter alia shares of any company which at the effective date of the merger are listed on a national securities exchange. LCAA believes that such fair value would equal the amount that LCAA shareholders would obtain if they exercised their redemption rights as described herein. An LCAA shareholder which elects to exercise appraisal rights must do so in respect of all of the LCAA Shares that person holds and will lose their right to exercise their redemption rights as described herein. See the section of this proxy statement/prospectus titled "Extraordinary General Meeting of LCAA shareholders." LCAA shareholders are recommended to seek their own advice as soon as possible on the application and procedure to be followed in respect of the appraisal rights under the Cayman Islands Companies Act.

Q: What happens to the funds deposited in the Trust Account after consummation of the Business Combination?

A: The net proceeds of the IPO, together with a portion of the proceeds from the sale of the LCAA Private Warrants in a private placement to the Sponsor, equal in the aggregate to US$286,508,740, was placed in the Trust Account immediately following the IPO. After consummation of the Business Combination, the funds in the Trust Account will be used to pay, on a pro rata basis, LCAA Public Shareholders who exercise redemption rights and to pay fees and expenses incurred in connection with the Business Combination (including fees to the underwriter of the IPO as deferred underwriting commissions). Any remaining cash will be used for Lotus Tech's working capital and general corporate purposes.

Q: What happens if a substantial number of public shareholders vote in favor of the Business Combination Proposal and exercise their redemption rights?

A: LCAA Public Shareholders may vote in favor of the Business Combination and still exercise their redemption rights, although they are not required to vote in any way to exercise such redemption rights. Accordingly, the Business Combination may be consummated even though the funds available from the Trust Account and the number of LCAA Public Shareholders are substantially reduced as a result of redemptions by LCAA Public Shareholders.

If an LCAA Public Shareholder exercises his, her or its redemption rights, such exercise will not result in the loss of any warrants that such LCAA Public Shareholder may hold. As a result, any non-redeeming LCAA Public Shareholders would experience dilution to the extent such LCAA Public Warrants are exercised and additional LTC Ordinary Shares are issued.

However, the Business Combination will not be consummated if, either immediately prior to or upon consummation of the Business Combination, LCAA would have net tangible assets of less than US$5,000,001 after taking into account the redemption for cash of all LCAA Public Shares properly demanded to be redeemed by holders of LCAA Public Shares. To the extent that there are fewer public shares and public shareholders, the trading market for LTC Ordinary Shares may be less liquid than the market was for LCAA Public Shares prior to the Business Combination, and LTC may not be able to meet the listing standards of a national securities exchange. In addition, to the extent of any redemptions, fewer funds from the Trust Account would be available to LTC to be used in its business following the consummation of the Business Combination.

The sensitivity table below shows the potential impact of redemptions on the pro forma book value per share of the shares owned by LCAA Public Shareholders under different redemption scenarios, taking into account certain potential sources of dilution, namely, the LTC Ordinary Shares underlying the LTC Warrants (as converted from the LCAA Public Warrants and LCAA Private Warrants) and granted LTC Options. Unless otherwise specified, the share amounts and percentage ownership numbers have been determined under the assumptions set forth under the section titled "Frequently Used Terms and Basis of Presentation." If actual facts are different from the assumptions set forth therein, the share amounts and percentage ownership numbers will be different.

	Assuming No Redemption		Assuming 25% Redemption		Assuming 50% Redemption		Assuming 75% Redemption		Assuming Maximum Redemption	
	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%
Holders of LTC Ordinary Shares Not Reflecting Potential Sources of Dilution										
Existing LCAA Shareholders (excluding the Founder Shareholders)[1]	28,650,874	4.75%	21,488,155	3.61%	14,325,437	2.43%	7,162,718	1.23%	—	0.00%
The Founder Shareholders[2]	7,162,718	1.19%	7,162,718	1.20%	7,162,718	1.22%	7,162,718	1.23%	7,162,718	1.25%
Existing LTC Shareholders[3]	540,342,225	89.60%	540,342,225	90.68%	540,342,225	91.78%	540,342,225	92.91%	540,342,225	94.07%
Jingkai Fund[4]	16,901,409	2.80%	16,901,409	2.84%	16,901,409	2.87%	16,901,409	2.91%	16,901,409	2.94%
Third-Party Investors[5]	10,000,000	1.66%	10,000,000	1.68%	10,000,000	1.70%	10,000,000	1.72%	10,000,000	1.74%
Total LTC Ordinary Shares Outstanding at Closing	**603,057,226**	**100.00%**	**595,894,507**	**100.00%**	**588,731,789**	**100.00%**	**581,569,070**	**100.00%**	**574,406,352**	**100.00%**
Total LTC Ordinary Shares Outstanding at Closing Not Reflecting Potential Sources of Dilution	**603,057,226**	**96.07%**	**595,894,507**	**96.02%**	**588,731,789**	**95.97%**	**581,569,070**	**95.93%**	**574,406,352**	**95.88%**
Potential Sources of Dilution										
Shares underlying LCAA Public Warrants	9,550,291	1.52%	9,550,291	1.54%	9,550,291	1.56%	9,550,291	1.58%	9,550,291	1.59%
Shares underlying LCAA Private Warrants	5,486,784	0.87%	5,486,784	0.88%	5,486,784	0.89%	5,486,784	0.91%	5,486,784	0.92%
Shares underlying Granted LTC Options	9,657,775	1.54%	9,657,775	1.56%	9,657,775	1.57%	9,657,775	1.59%	9,657,775	1.61%
Total LTC Ordinary Shares Outstanding at Closing (including LTC Ordinary Shares underlying LCAA Public Warrants, LCAA Private Warrants and granted LTC Options)	**627,752,076**	**100.00%**	**620,589,357**	**100.00%**	**613,426,639**	**100.00%**	**606,263,920**	**100.00%**	**599,101,202**	**100.00%**

	Assuming No Redemption		Assuming 25% Redemption		Assuming 50% Redemption		Assuming 75% Redemption		Assuming Maximum Redemption	
	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%
Holders of LTC Ordinary Shares Reflecting Potential Sources of Dilution										
Existing LCAA Shareholders (excluding the Founder Shareholders)[6]	38,201,165	6.09%	31,038,447	5.00%	23,875,728	3.89%	16,713,010	2.76%	9,550,291	1.59%
The Founder Shareholders[7]	12,649,502	2.02%	12,649,502	2.04%	12,649,502	2.06%	12,649,502	2.09%	12,649,502	2.11%
Existing LTC Shareholders[8]	550,000,000	87.61%	550,000,000	88.63%	550,000,000	89.66%	550,000,000	90.72%	550,000,000	91.80%
Jingkai Fund[4]	16,901,409	2.69%	16,901,409	2.72%	16,901,409	2.76%	16,901,409	2.79%	16,901,409	2.82%
Third-Party Investors[5]	10,000,000	1.59%	10,000,000	1.61%	10,000,000	1.63%	10,000,000	1.65%	10,000,000	1.67%
Per Share Pro Forma Equity Value of LTC Ordinary Shares outstanding at Closing[9]	$ 10.00		$ 10.00		$ 10.00		$ 10.00		$ 10.00	
Per Share Pro Forma Book Value of LTC Ordinary Shares outstanding at Closing	$ 1.30		$ 1.19		$ 1.09		$ 0.98		$ 0.86	

(1) Does not include LCAA Public Warrants that will remain outstanding immediately following the Business Combination and may be exercised thereafter to acquire LTC Ordinary Shares.

(2) Does not include LCAA Private Warrants that will remain outstanding immediately following the Business Combination and may be exercised thereafter to acquire LTC Ordinary Shares.

(3) Excludes 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting. The LTC Options are granted under the 2022 Share Incentive Plan, pursuant to which the maximum aggregate number of ordinary shares of LTC that may be issued under the 2022 Share Incentive Plan is 51,249,793, calculated after taking into account the Recapitalization.

(4) Representing the aggregate of 16,901,409 LTC Ordinary Shares to be issued to the Jingkai Fund at US$10.00 per share for an aggregate investment amount of RMB 1,200,000,000 (calculated using an exchange rate of 1 U.S. dollar = 7.10 RMB) substantially concurrently with the Closing.

(5) Representing the aggregate of 10,000,000 LTC Ordinary Shares to be issued to third party investors at US$10.00 per share for an aggregate investment amount of US$100,000,000 upon the Closing (such investment or the terms thereof have not yet been confirmed and are subject to update).

(6) Includes 9,550,291 LTC Ordinary Shares underlying the LCAA Public Warrants (as converted into LTC Warrants).

(7) Includes 5,486,784 LTC Ordinary Shares underlying the LCAA Private Warrants (as converted into LTC Warrants).

(8) Includes 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting.

(9) In each redemption scenario, the per share pro forma equity of LTC Ordinary Shares will be US$10.00 at the Closing in accordance with the terms of the Merger Agreement.

Q: What happens if the Business Combination is not consummated?

A: If LCAA does not complete the Business Combination with LTC for whatever reason, LCAA would search for another target business with which to complete a business combination. If LCAA does not complete the Business Combination with LTC or another business combination by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles), LCAA must redeem 100% of the outstanding LCAA Public Shares, at a per-share price, payable in cash, equal to an amount then held in the Trust Account (net of taxes payable and less up to US$100,000 of interest to pay dissolution expenses) divided by the number of outstanding LCAA Public Shares and, following such redemption, LCAA will liquidate and dissolve. The Founder Shareholders have waived their redemption rights with respect to their LCAA Founder Shares in the event a business combination is not effected in the required time period, and, accordingly, their LCAA Founder Shares will be worthless.

Q: How does the Sponsor of LCAA intend to vote on the proposals?

A: The Sponsor and independent directors of LCAA (collectively, the “Founder Shareholders”) beneficially own and are entitled to vote an aggregate of 20% of the outstanding LCAA Shares. The Founder Shareholders have agreed to vote their shares in favor of the Business Combination Proposal. The Founder Shareholders also indicated that they intend to vote their shares in favor of all other proposals being presented at the extraordinary general meeting. In addition to the LCAA Shares held by the

Founder Shareholders, LCAA would need 10,744,078 LCAA Public Shares, or 37.5%, of the 28,650,874 LCAA Public Shares to be voted in favor of the Business Combination Proposal and 16,713,010 LCAA Public Shares, or 58.3%, of the 28,650,874 LCAA Public Shares to be voted in favor of the Merger Proposal in order for them to be approved (assuming all outstanding shares are voted on each proposal). The Founder Shareholders have also agreed to waive their redemption rights.

Q: Can the Sponsor redeem its Shares in connection with consummation of the Business Combination?

A: No. The Founder Shareholders, including the Sponsor, have agreed to waive, for no consideration and for the sole purpose of facilitating the Business Combination, their redemption rights with respect to their LCAA Founder Shares in connection with the consummation of the Business Combination.

Q: What interests does the Sponsor have in the Business Combination?

A: In considering the recommendation of LCAA Board to vote in favor of the Business Combination, shareholders should be aware that, aside from their interests as shareholders, the Sponsor and the other Founder Shareholders have interests in the Business Combination that are different from, or in addition to, those of other shareholders generally. LCAA's directors were aware of and considered these interests, among other matters, in evaluating the Business Combination, in recommending to shareholders that they approve the Business Combination and in agreeing to vote their shares in favor of the Business Combination. Shareholders should take these interests into account in deciding whether to approve the Business Combination. These interests include, among other things, the fact that:

- If the Business Combination with LTC or another business combination is not consummated by March 15, 2023 (or such later date as may be approved by LCAA Shareholders in an amendment to the LCAA Articles), LCAA will cease all operations except for the purpose of winding up, redeeming 100% of the outstanding LCAA Public Shares for cash and, subject to the approval of its remaining shareholders and LCAA Board, dissolving and liquidating. In such event, the LCAA Founder Shares, which were acquired by the Sponsor for an aggregate purchase price of US$25,000 prior to the IPO and a portion of which were transferred to the independent directors of LCAA as consideration for their service, are expected to be worthless because the holders are not entitled to participate in any redemption or distribution of proceeds in the Trust Account with respect to such shares. On the other hand, if the Business Combination is consummated, each outstanding LCAA Founder Share will be converted into one LTC Ordinary Share, subject to adjustment described herein.
- If LCAA is unable to complete a business combination within the required time period, the Sponsor will be liable under certain circumstances described herein to ensure that the proceeds in the Trust Account are not reduced by the claims of target businesses or claims of vendors or other entities that are owed money by LCAA for services rendered to, contracted for or for products sold to LCAA. If LCAA consummates a business combination, on the other hand, LCAA will be liable for all such claims.
- The Sponsor acquired the LCAA Founder Shares, which will be converted into LTC Ordinary Shares in connection with the Business Combination, for an aggregate purchase price of US$25,000 prior to the IPO and a portion of the LCAA Founder Shares were transferred to the independent directors of LCAA as consideration for their service. Based on the closing price of LCAA Public Shares of US$ on Nasdaq on , the record date for the extraordinary general meeting, the LCAA Founder Shares held by the Sponsor and the other Founder Shareholders, if unrestricted and openly tradable, would be valued at US$.
- The Sponsor acquired the LCAA Private Warrants, which will be converted into LTC Warrants in connection with the Business Combination, for an aggregate purchase price of US$7.5 million. Based on the closing price of LCAA's Public Warrants of US$ on Nasdaq on , the record date for the extraordinary general meeting, the LCAA Private Warrants would be valued at US$.
- As a result of the prices at which the Sponsor acquired the LCAA Founder Shares and the LCAA Private Warrants, and their current value, the Sponsor and the other Founder Shareholders could make a substantial profit after the completion of the Business Combination even if LCAA Public

Shareholders lose money on their investments as a result of a decrease in the post-combination value of their LCAA Public Shares.

- The Sponsor and LCAA's officers and directors and their affiliates are entitled to reimbursement of out-of-pocket expenses incurred by them in connection with certain activities on LCAA's behalf, such as identifying and investigating possible business targets and business combinations. However, if LCAA fails to consummate a business combination within the required period, they will not have any claim against the Trust Account for reimbursement. Accordingly, LCAA may not be able to reimburse these expenses if the Business Combination or another business combination is not completed by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles).
- LCAA has provisions in the LCAA Articles waiving the corporate opportunities doctrine on an ongoing basis, which means that LCAA's officers and directors have not been obligated and continue to not be obligated to bring all corporate opportunities to LCAA.
- The Sponsor, as well as LCAA's directors and officers, have agreed to waive their rights to liquidating distributions from the Trust Account with respect to the LCAA Founder Shares if LCAA fails to complete an initial business combination by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles).
- The Founder Shareholders have agreed to waive their rights to conversion price adjustments with respect to any LCAA Founder Shares they may hold in connection with the consummation of the Business Combination and therefore, the LCAA Founder Shares will convert on a one-for-one basis into LTC Ordinary Shares at the Closing.
- The Merger Agreement provides for the continued indemnification of LCAA's current directors and officers and the continuation of directors and officers liability insurance covering LCAA's current directors and officers.
- LCAA's Sponsor, affiliates of the Sponsor, officers and directors may make loans from time to time to LCAA to fund certain capital requirements. On January 11, 2021, the Sponsor agreed to loan LCAA an aggregate of up to US$300,000 to cover expenses related to the IPO pursuant to a promissory note. The Company has not drawn down any amounts under the promissory note. In addition, in order to finance transaction costs in connection with an intended Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of LCAA's officers and directors, may, but are not obligated to, loan LCAA funds as may be required (the "Working Capital Loans"). Up to $1,500,000 of the Working Capital Loans may be convertible into warrants of the post Business Combination entity at a price of $1.50 per warrant at the option of the lender. Additional loans may be made after the date of this proxy statement/prospectus. If the Business Combination is not consummated, any outstanding loans will not be repaid and will be forgiven except to the extent there are funds available to LCAA outside of the Trust Account.
- LCAA entered into an agreement, commencing on the date its securities were first listed on Nasdaq and up to the earlier of the consummation of a business combination or its liquidation, to pay the Sponsor a monthly fee of US$10,000 for office space, secretarial and administrative support.
- The Sponsor and the other Founder Shareholders have agreed to, among other things, vote all of their LCAA Shares in favor of the proposals being presented at the extraordinary general meeting in connection with the Business Combination and waive their redemption rights with respect to their LCAA Shares in connection with the consummation of the Business Combination. As of the date of this proxy statement/prospectus, on an as-converted basis, the Sponsor and the other Founder Shareholders own, collectively, 20% of the issued and outstanding LCAA Shares.
- Pursuant to the Merger Agreement, LCAA has the right to designate one director to the board of the combined company. Such director, in the future, may receive any cash fees, stock options or stock awards that the board of the combined company determines to pay to its directors.
- The Founder Shareholders will enter into the Registration Rights Agreement at the Closing, which provides for registration rights of the Sponsor and certain other shareholders following consummation of the Business Combination.

- Pursuant to the Sponsor Support Agreement, 20% of the Sponsor Shares will be forfeited unless certain affiliates of the Sponsor as may be approved by the Company from time to time participate in the PIPE Financing, and another 10% of the Sponsor Shares will remain unvested at the Closing and become vested upon the commencement or official announcement of the Business Collaboration.

Q: What equity stake will current LTC shareholders and current LCAA shareholders hold in the combined company immediately after the completion of the Business Combination, and what effect will potential sources of dilution have on the same?

A: The following table presents the anticipated share ownership of various holders of LTC Ordinary Shares after the completion of the Business Combination after the Recapitalization under the various redemption scenarios. Unless otherwise specified, the share amounts and percentage ownership numbers have been determined under the assumptions set forth under the section titled "Frequently Used Terms and Basis of Presentation." If actual facts are different from the assumptions set forth therein, the share amounts and percentage ownership numbers will be different.

- **Assuming No Redemption:** This presentation assumes that no LCAA Shareholder exercises redemption rights with respect to their LCAA Public Shares.
- **Assuming 25% Redemption:** This presentation assumes that LCAA Public Shareholders holding 7,162,718 LCAA Public Shares will exercise their redemption rights.
- **Assuming 50% Redemption:** This presentation assumes that LCAA Public Shareholders holding 14,325,437 LCAA Public Shares will exercise their redemption rights.
- **Assuming 75% Redemption:** This presentation assumes that LCAA Public Shareholders holding 21,488,155 LCAA Public Shares will exercise their redemption rights.
- **Assuming Maximum Redemption:** This presentation assumes that LCAA Public Shareholders holding 28,650,874 LCAA Public Shares will exercise their redemption rights. This presentation does not take into account the Minimum Available Cash Condition.

	Assuming No Redemption		Assuming 25% Redemption		Assuming 50% Redemption		Assuming 75% Redemption		Assuming Maximum Redemption	
	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%
Holders of LTC Ordinary Shares Not Reflecting Potential Sources of Dilution										
Existing LCAA Shareholders (excluding the Founder Shareholders)[1]	28,650,874	4.75%	21,488,155	3.61%	14,325,437	2.43%	7,162,718	1.23%	—	0.00%
The Founder Shareholders[2]	7,162,718	1.19%	7,162,718	1.20%	7,162,718	1.22%	7,162,718	1.23%	7,162,718	1.25%
Existing LTC Shareholders[3]	540,342,225	89.60%	540,342,225	90.68%	540,342,225	91.78%	540,342,225	92.91%	540,342,225	94.07%
Jingkai Fund[4]	16,901,409	2.80%	16,901,409	2.84%	16,901,409	2.87%	16,901,409	2.91%	16,901,409	2.94%
Third-Party Investors[5]	10,000,000	1.66%	10,000,000	1.68%	10,000,000	1.70%	10,000,000	1.72%	10,000,000	1.74%
Total LTC Ordinary Shares Outstanding at Closing	**603,057,226**	**100.00%**	**595,894,507**	**100.00%**	**588,731,789**	**100.00%**	**581,569,070**	**100.00%**	**574,406,352**	**100.00%**

(1) Does not include LCAA Public Warrants that will remain outstanding immediately following the Business Combination and may be exercised thereafter to acquire LTC Ordinary Shares.

(2) Does not include LCAA Private Warrants that will remain outstanding immediately following the Business Combination and may be exercised thereafter to acquire LTC Ordinary Shares.

(3) Excludes 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting. The LTC Options are granted under the 2022 Share Incentive Plan, pursuant to which the maximum aggregate number of ordinary shares of LTC that may be issued under the 2022 Share Incentive Plan is 51,249,793, calculated after taking into account the Recapitalization.

(4) Representing the aggregate of 16,901,409 LTC Ordinary Shares to be issued to the Jingkai Fund at US$10.00 per share for an aggregate investment amount of RMB 1,200,000,000 (calculated using an exchange rate of 1 U.S. dollar = 7.10 RMB) substantially concurrently with the Closing.

(5) Representing the aggregate of 10,000,000 LTC Ordinary Shares to be issued to third party investors at US$10.00 per share for an aggregate investment amount of US$100,000,000 upon the Closing.

LCAA shareholders would experience dilution to the extent LTC issues additional shares after Closing. In addition, the table above excludes certain potential sources of dilution, namely, 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022 (calculated after taking into account the Recapitalization and using the treasury stock method of accounting) and the LTC Ordinary Shares underlying the LCAA Public Warrants and the LCAA Private Warrants (as converted into the LTC Warrants). The following table presents the anticipated share ownership of various holders of LTC Ordinary Shares after the completion of the Business Combination after the Recapitalization assuming (i) the issuance of 9,657,775 LTC Ordinary Shares for the LTC Options issued and outstanding as of December 31, 2022 (calculated after taking into account the Recapitalization and using the treasury stock method of accounting), and the exercise of all LTC Warrants, under the various redemption scenarios. Unless otherwise specified, the share amounts and percentage ownership numbers have been determined under the assumptions set forth under the section titled "Frequently Used Terms and Basis of Presentation." If actual facts are different from the assumptions set forth therein, the share amounts and percentage ownership numbers will be different.

	Assuming No Redemption		Assuming 25% Redemption		Assuming 50% Redemption		Assuming 75% Redemption		Assuming Maximum Redemption	
	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%
Total LTC Ordinary Shares Outstanding at Closing Not Reflecting Potential Sources of Dilution	**603,057,226**	**96.07%**	**595,894,507**	**96.02%**	**588,731,789**	**95.97%**	**581,569,070**	**95.93%**	**574,406,352**	**95.88%**
Potential Sources of Dilution										
Shares underlying LCAA Public Warrants	9,550,291	1.52%	9,550,291	1.54%	9,550,291	1.56%	9,550,291	1.58%	9,550,291	1.59%
Shares underlying LCAA Private Warrants	5,486,784	0.87%	5,486,784	0.88%	5,486,784	0.89%	5,486,784	0.91%	5,486,784	0.92%
Shares underlying Granted LTC Options	9,657,775	1.54%	9,657,775	1.56%	9,657,775	1.57%	9,657,775	1.59%	9,657,775	1.61%
Total LTC Ordinary Shares Outstanding at Closing (including LTC Ordinary Shares underlying LCAA Public Warrants, LCAA Private Warrants and granted LTC Options)	**627,752,076**	**100.00%**	**620,589,357**	**100.00%**	**613,426,639**	**100.00%**	**606,263,920**	**100.00%**	**599,101,202**	**100.00%**
Holders of LTC Ordinary Shares Reflecting Potential Sources of Dilution										
Existing LCAA Shareholders (excluding the Founder Shareholders)[1]	38,201,165	6.09%	31,038,447	5.00%	23,875,728	3.89%	16,713,010	2.76%	9,550,291	1.59%
The Founder Shareholders[2]	12,649,502	2.02%	12,649,502	2.04%	12,649,502	2.06%	12,649,502	2.09%	12,649,502	2.11%
Existing LTC Shareholders[3]	550,000,000	87.61%	550,000,000	88.63%	550,000,000	89.66%	550,000,000	90.72%	550,000,000	91.80%
Jingkai Fund[4]	16,901,409	2.69%	16,901,409	2.72%	16,901,409	2.76%	16,901,409	2.79%	16,901,409	2.82%
Third-Party Investors[5]	10,000,000	1.59%	10,000,000	1.61%	10,000,000	1.63%	10,000,000	1.65%	10,000,000	1.67%
Per Share Pro Forma Equity Value of LTC Ordinary Shares outstanding at Closing[6]	**$ 10.00**		**$ 10.00**		**$ 10.00**		**$ 10.00**		**$ 10.00**	

(1) Includes 9,550,291 LTC Ordinary Shares underlying the LCAA Public Warrants (as converted into LTC Warrants).

(2) Includes 5,486,784 LTC Ordinary Shares underlying the LCAA Private Warrants (as converted into LTC Warrants).

(3) Includes 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting. The LTC Options are granted under the 2022 Share Incentive Plan, pursuant to which the maximum aggregate number of ordinary shares of LTC that may be issued under the 2022 Share Incentive Plan is 51,249,793, calculated after taking into account the Recapitalization.

(4) Representing the aggregate of 16,901,409 LTC Ordinary Shares to be issued to the Jingkai Fund at US$10.00 per share for an aggregate investment amount of RMB 1,200,000,000 (calculated using an exchange rate of 1 U.S. dollar = 7.10 RMB) substantially concurrently with the Closing.

(5) Representing the aggregate of 10,000,000 LTC Ordinary Shares to be issued to third party investors at US$10.00 per share for an aggregate investment amount of US$100,000,000 upon the Closing.

(6) In each redemption scenario, the per share pro forma equity of LTC Ordinary Shares will be US$10.00 at the Closing in accordance with the terms of the Merger Agreement.

This information should be read together with the pro forma combined financial information in the section entitled "Unaudited Pro Forma Condensed Combined Financial Information."

Q: What is the effective underwriting fee that will be received by the underwriter for the IPO?

A: Irrespective of the amount of redemptions by LCAA Public Shareholders, LTC will pay the underwriter for the IPO deferred underwriting commissions upon consummation of the Business Combination in an amount equal to the greater of (i) $5,000,000 and (ii) 3.5% of the cash amounts in the Trust Account immediately prior to the Closing after deducting the SPAC Shareholder Redemption Amount. The level of redemptions will impact the underwriting fee incurred in connection with the IPO. To the extent that more than approximately $142 million remains in the Trust Account following deduction of the SPAC Shareholder Redemption Amount (i.e., less than approximately 50% of the LCAA Public Shareholders exercise their redemption right), the effective underwriting fee will be 3.5%; otherwise the effective underwriting fee will be less than 3.5% depending on the SPAC Shareholder Redemption Amount. Under the Maximum Redemption Scenario and assuming the Minimum Available Cash Condition is waived, the amount of cash left in the Trust Account would not be sufficient to cover the deferred underwriting compensation.

Q: When do you expect the Business Combination to be completed?

A: It is currently anticipated that the Business Combination will be consummated promptly following the LCAA extraordinary general meeting, which is set for , 2023; however, such meeting could be adjourned or postponed to a later date, as described above. The Closing is also subject to other customary closing conditions. For a description of the conditions for the completion of the Business Combination, see the section entitled “The Merger Agreement.”

Q: What do I need to do now?

A: LCAA urges you to carefully read and consider the information contained in this proxy statement/prospectus, including the annexes, and to consider how the Business Combination will affect you as a shareholder of LCAA. Shareholders should then vote as soon as possible in accordance with the instructions provided in this proxy statement/prospectus and on the enclosed proxy card.

Q: When and where will the extraordinary general meeting take place?

A: The extraordinary general meeting will be held on , 2023, at a.m., Eastern Time, at and virtually over the Internet by means of a live audio webcast. You may attend the extraordinary general meeting webcast by accessing the web portal located at https:// . We encourage shareholders to attend the extraordinary general meeting virtually via the live webcast.

Q: How do I vote?

A: If you are a holder of record of LCAA Shares at the close of business on the record date, you may vote by (a) attending the extraordinary general meeting and voting in person, including virtually over the Internet by joining the live audio webcast and voting electronically by submitting a ballot through the web portal during the extraordinary general meeting webcast or (b) by submitting a proxy for the extraordinary general meeting. You may submit your proxy by completing, signing, dating and returning the enclosed proxy card so that it is received no later than 48 hours before the time appointed for the holding of the extraordinary general meeting (or, in the case of an adjournment, no later than 48 hours before the time appointed for the holding of the adjourned meeting). By signing the proxy card and returning it, you are authorizing the individuals named on the proxy card to vote your shares at the extraordinary general meeting in the manner you indicate. If you hold your shares in “street name,” you should contact your broker, bank or nominee to ensure that votes related to the shares you beneficially own are properly voted and counted. In this regard, you must provide the broker, bank or nominee with instructions on how to vote your shares or, if you wish to attend the extraordinary general meeting virtually, and vote through the web portal, obtain a legal proxy from your broker, bank or nominee.

Q: If my shares are held in "street name," will my broker, bank or nominee automatically vote my shares for me?

A: Your broker, bank or nominee can vote your shares without receiving your instructions on "routine" proposals only. Your broker, bank or nominee cannot vote your shares with respect to "non-routine" proposals unless you provide instructions on how to vote in accordance with the information and procedures provided to you by your broker, bank or nominee.

The Business Combination Proposal, the Merger Proposal and the Adjournment Proposal are non-routine proposals. Accordingly, your broker, bank or nominee may not vote your shares with respect to these proposals unless you provide voting instructions.

Q: May I change my vote after I have mailed my signed proxy card?

A: Yes. Shareholders of record may send a later-dated, signed proxy card to LCAA's transfer agent at the address set forth below so that it is received no later than 48 hours before the time appointed for the holding of the extraordinary general meeting (or, in the case of an adjournment, no later than 48 hours before the time appointed for the holding of the adjourned meeting) or attend the extraordinary general meeting and vote in person, including virtually over the Internet by joining the live audio webcast and voting electronically during the extraordinary general meeting webcast. Shareholders of record also may revoke their proxy by sending a notice of revocation to LCAA's secretary, which must be received prior to the vote at the extraordinary general meeting. If you hold your shares in "street name," you should contact your broker, bank or nominee to change your instructions on how to vote.

If you hold your shares in "street name" and wish to virtually attend the extraordinary general meeting and vote through the web portal, you must obtain a legal proxy from your broker, bank or nominee.

Q: What constitutes a quorum for the extraordinary general meeting?

A: A quorum is the minimum number of LCAA Shares that must be present to hold a valid meeting. A quorum will be present at the LCAA extraordinary general meeting if one or more shareholders holding a majority of the issued and outstanding LCAA Shares entitled to vote at the meeting are represented at the extraordinary general meeting in person or by proxy. Abstentions and broker non-votes will count as present for the purposes of establishing a quorum.

Q: What shareholder vote thresholds are required for the approval of each proposal brought before the extraordinary general meeting?

A:

- **Business Combination Proposal** — The approval of the Business Combination Proposal will require an ordinary resolution under Cayman Islands law and pursuant to the LCAA Articles, being the affirmative vote of shareholders holding a majority of the LCAA Shares which are voted on such resolution in person or by proxy at the extraordinary general meeting at which a quorum is present. The Transactions will not be consummated if LCAA has less than US$5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) either immediately prior to or upon consummation of the Transactions.
- **Merger Proposal** — The approval of the Merger Proposal will require a special resolution under Cayman Islands law and pursuant to the LCAA Articles, being the affirmative vote of shareholders holding at least two thirds of the LCAA Shares which are voted on such resolution in person or by proxy at the extraordinary general meeting at which quorum is present.
- **Adjournment Proposal** — The approval of the Adjournment Proposal will require an ordinary resolution under Cayman Islands law and pursuant to the LCAA Articles, being the affirmative vote of shareholders holding a majority of the LCAA Shares which are voted on such resolution in person or by proxy at the extraordinary general meeting at which a quorum is present.

The LCAA Public Shares and LCAA Founder Shares are entitled to vote together as a single class on all matters to be considered at the extraordinary general meeting. Voting on all resolutions at the extraordinary general meeting will be conducted by way of a poll vote. Shareholders will have one vote for each LCAA Share owned at the close of business on the record date.

Brokers are not entitled to vote on the Business Combination Proposal, the Merger Proposal or the Adjournment Proposal absent voting instructions from the beneficial holder. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the extraordinary general meeting, and otherwise will have no effect on a particular proposal.

Q: What happens if I fail to take any action with respect to the extraordinary general meeting?

A: If you fail to take any action with respect to the extraordinary general meeting and fail to redeem your LCAA Public Shares following the procedure described in this proxy statement/prospectus and the Business Combination is approved by the LCAA shareholders and consummated, you will become a shareholder of LTC.

If you fail to take any action with respect to the extraordinary general meeting and the Business Combination is not approved, you will continue to be a shareholder of LCAA, as applicable, and LCAA will continue to search for another target business with which to complete an initial business combination. If LCAA does not complete an initial business combination by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles), LCAA must cease all operations except for the purpose of winding up, redeem 100% of the outstanding LCAA Public Shares, at a per-share price, payable in cash, equal to an amount then held in the Trust Account (net of taxes payable and less up to US$100,000 of interest to pay dissolution expenses) divided by the number of then-outstanding LCAA Public Shares, and as promptly as reasonably possible following such redemption, subject to the approval of LCAA's remaining shareholders and its board of directors, dissolve and liquidate.

Q: What should I do with my share certificates?

A: Shareholders who do not elect to have their LCAA Shares redeemed for a pro rata share of the Trust Account should wait for instructions from LCAA's transfer agent regarding what to do with their certificates.

LCAA Public Shareholders who elect to exercise their redemption rights must either tender their share certificates (if any) to LCAA's transfer agent or deliver their LCAA Public Shares to the transfer agent electronically using The Depository Trust Company's DWAC System, in each case no later than two (2) business days prior to the extraordinary general meeting as described above.

Q: What should I do if I receive more than one set of voting materials?

A: Shareholders may receive more than one set of voting materials, including multiple copies of this proxy statement/prospectus and multiple proxy cards or voting instruction cards. For example, if you hold your shares in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold shares. If you are a holder of record and your shares are registered in more than one name, you will receive more than one proxy card. Please complete, sign, date and return each proxy card and voting instruction card that you receive in order to cast a vote with respect to all of your LCAA Shares.

Q: Who can help answer my questions?

A: If you have questions about the Business Combination or if you need additional copies of this proxy statement/prospectus or the enclosed proxy card, you should contact LCAA's proxy solicitor at:

Morrow Sodali LLC
333 Ludlow Street
5th Floor, South Tower
Stamford, CT 06902
Telephone: (800) 662-5200 (banks and brokers can call collect at (203) 658-9400)
Email: LCAA.info@investor.morrowsodali.com

You may also obtain additional information about LCAA from documents filed with the SEC by following the instructions in the section entitled "Where You Can Find More Information." If you are an LCAA Public Shareholder and you intend to seek redemption of your shares, you will need to either tender your share certificates (if any) to LCAA's transfer agent at the address below or deliver your LCAA Public Shares to the transfer agent electronically using The Depository Trust Company's DWAC System, in each case at least two business days prior to the extraordinary general meeting. If you have questions regarding the certification of your position or delivery of your share certificates and redemption request, please contact:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attention: Mark Zimkind
Email: spacredemption@continentalstock.com

SUMMARY OF THE PROXY STATEMENT/PROSPECTUS

This summary highlights selected information from this proxy statement/prospectus and does not contain all of the information that is important to you. To better understand the proposals to be submitted for a vote at the extraordinary general meeting, including the Business Combination, you should read this entire document carefully, including the Merger Agreement attached as Annex A to this proxy statement/prospectus. The Merger Agreement is the principal legal document that governs the Business Combination and the other transactions that shall be undertaken in connection with the Business Combination. It is also described in detail in this proxy statement/prospectus in the section entitled "Proposal One — The Business Combination Proposal — The Merger Agreement and Related Agreements."

The Parties to the Business Combination

Lotus Tech

Lotus Tech is a pioneering luxury battery electric vehicle (BEV) maker that designs, develops, and sells luxury lifestyle vehicles (non-sports car vehicles for daily usage) under the iconic British brand "Lotus". With over seven decades of racing heritage and proven leadership in the automotive industry, the Lotus brand symbolizes the market-leading standards in performance, design and engineering. Fusing proprietary next-generation technology built on world class research and development capabilities and an asset-light model empowered by Geely Holding, Lotus Tech is breaking new grounds in electrification, digitization and intelligence.

The mailing address of Lotus Tech's principal executive office is No. 800 Century Avenue, Pudong District, Shanghai, People's Republic of China, and its phone number is +86 21 5466-6258. Lotus Tech's corporate website address is www.group-lotus.com. Lotus Tech's website and the information contained on, or that can be accessed through, the website is not deemed to be incorporated by reference in, and is not considered part of, this proxy statement/prospectus.

LCAA

LCAA is a blank check company incorporated on January 5, 2021, as a Cayman Islands exempted company for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities. Based on its business activities, LCAA is a "shell company," as defined under the Exchange Act, because it has no operations and nominal assets consisting almost entirely of cash.

Before the completion of an initial business combination, any vacancy on LCAA Board may be filled by a nominee chosen by holders of a majority of its Founder Shares. In addition, before the completion of an initial business combination, holders of a majority of the Founder Shares may remove a member of LCAA Board for any reason.

On March 15, 2021, LCAA consummated its IPO of 25,000,000 Units, at $10.00 per unit, and a concurrent private placement with the Sponsor of 5,000,000 LCAA Private Warrants at a price of $1.50 per warrant. Each Unit consists of one LCAA Public Share and one-third of one LCAA Public Warrant. On March 24, 2021, LCAA consummated the closing of its sale of an additional 3,650,874 Units pursuant to the partial exercise by the underwriters of their over-allotment option and a concurrent private placement with the Sponsor of 486,784 LCAA Private Warrants. As a result, an amount equal to $286,508,741 of the net proceeds was placed in the trust account, and will only be invested in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act that invest only in direct U.S. government treasury obligations. As of September 30, 2022, funds in the trust account totaled $288,240,632.

Pursuant to the LCAA Articles, except with respect to interest earned on the funds held in the Trust Account that may be released to LCAA to pay its income taxes, if any, the proceeds from the IPO and the sale of the LCAA Private Warrants held in the Trust Account will not be released from the Trust Account (i) to LCAA, until the completion of the initial business combination, or (ii) to the LCAA Public Shareholders,

until the earliest of (a) the completion of the initial business combination, and then only in connection with those LCAA's Class A ordinary shares that such shareholders properly elected to redeem, subject to the limitations described herein, (b) the redemption of any LCAA Public Shares properly tendered in connection with a shareholder vote to amend the LCAA Articles (A) to modify the substance or timing of LCAA's obligation to provide holders of its Class A ordinary shares the right to have their shares redeemed in connection with the initial Business Combination or to redeem 100% of the LCAA Public Shares if LCAA does not complete its initial Business Combination prior to March 15, 2023 (the "Combination Period") or (B) with respect to any other provision relating to the rights of holders of the LCAA's Class A ordinary shares, and (c) the redemption of the LCAA Public Shares if LCAA has not consummated its Business Combination with the Combination Period, subject to applicable law. LCAA Public Shareholders who redeem their Class A ordinary shares in connection with a shareholder vote described in clause (b) in the preceding sentence shall not be entitled to funds from the Trust Account upon the subsequent completion of an initial Business Combination or liquidation if LCAA has not consummated an initial Business Combination within the Combination Period, with respect to such Class A ordinary shares so redeemed.

LCAA's Units, the LCAA Public Shares and LCAA Public Warrants are each traded on Nasdaq under the symbols "LCAAU," "LCAAA" and "LCAAW," respectively.

LCAA's registered office is located at 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman, KY1-1108, Cayman Islands, and its telephone number is +65 6672-7600.

Merger Sub 1

Lotus Temp Limited ("Merger Sub 1") is a newly formed Cayman Islands exempted company and a wholly-owned subsidiary of LTC. Merger Sub 1 was formed solely for the purpose of effecting the Business Combination and has not carried on any activities other than those in connection with the Business Combination. The address and telephone number for Merger Sub 1's principal executive offices are the same as those for LTC.

Merger Sub 2

Lotus EV Limited ("Merger Sub 2") is a newly formed Cayman Islands exempted company and a wholly-owned subsidiary of LTC. Merger Sub 2 was formed solely for the purpose of effecting the Business Combination and has not carried on any activities other than those in connection with the Business Combination. The address and telephone number for Merger Sub 2's principal executive offices are the same as those for LTC.

Corporate History and Structure of Lotus Tech

Lotus Tech's Lotus BEV business, founded in 2018, was carried out by Wuhan Lotus Cars Co., Ltd. ("Wuhan Lotus Cars") and the Lotus BEV business unit of Ningbo Geely Automobile Research & Development Co., Ltd. ("Ningbo Geely R&D") incorporated in the People's Republic of China, Lotus Tech Creative Centre Limited ("Lotus Tech UK") incorporated in United Kingdom and Lotus Tech Innovation Centre GmbH ("Lotus GmbH") incorporated in Germany.

On August 9, 2021, Lotus Technology Inc ("LTC") was incorporated as a limited liability company in the Cayman Islands.

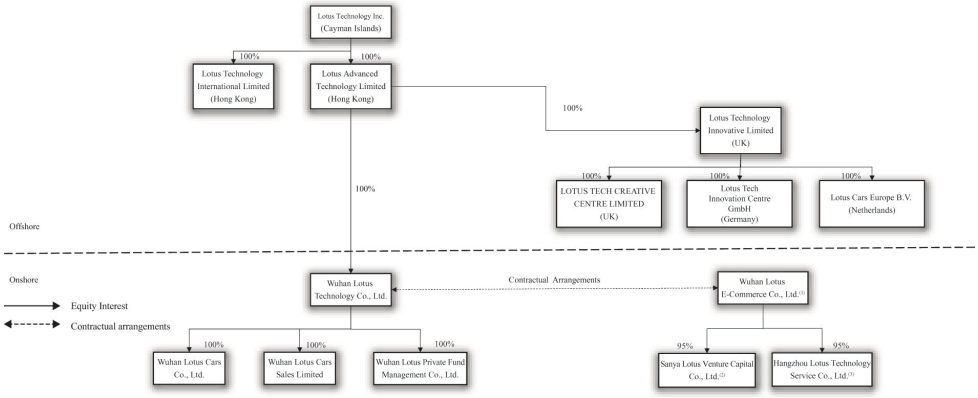
Through a series of contemplated reorganization steps (the "Reorganization"), including transferring the assets and employees in the Lotus BEV business unit of Ningbo Geely R&D into Wuhan Lotus Cars and transferring the equity of Wuhan Lotus Cars to the WFOE, the Company gained control over WFOE through Lotus HK on December 15, 2021. The equity interests of Lotus Tech UK and Lotus GmbH were transferred to Lotus Tech on December 29, 2021 and June 24, 2022, respectively.

On November 4, 2021, Lotus Tech entered into trademark license agreements with a related party, Group Lotus Limited, a wholly-owned subsidiary of Lotus Group International Limited ("LGIL"), pursuant to which, Lotus Tech received the "Lotus" trademark license as long as Lotus Tech conducts the business in relation to lifestyle vehicles (excluding sports car). Lotus Tech issued 216,700,000 ordinary shares as consideration for such trademark. The above Reorganization was completed on June 24, 2022.

On November 12, 2021, the VIE and a third-party established Ningbo Robotics Co., Ltd. ("Ningbo Robotics"), in which the VIE holds 60% equity interest. In March 2022, the VIE transfer its 60% legal equity interest of Ningbo Robotic to its then wholly-owned subsidiary, Sanya Lotus Venture Investment Limited Company.

On March 15, 2022, LTC declared a 10-for-1 stock split in the form of a stock dividend and such stock dividend is distributed to all the shareholders of LTC in proportion to their respective shareholdings in LTC. Before the stock dividend, LTC has 216,700,000 ordinary shares and 2,407,778 Series Pre-A Preferred Shares issued and outstanding with a par value of US$0.00001 per share. After the stock dividend, LTC has 2,167,000,000 ordinary shares and 24,077,780 Series Pre-A Preferred Shares issued and outstanding.

The following diagram illustrates Lotus Tech's corporate structure, including its principal and other subsidiaries as of the date of this proxy statement/prospectus:



Notes:

(1) Wuhan Lotus E-Commerce Co., Ltd. is owned as to 22.2%, 27.8%, 16.7% and 33.3% by Mr. Shufu Li, Mr. Qingfeng Feng, Mr. Daniel Donghui Li and Mr. Bin Liu, respectively.

(2) The remaining 5% equity interest in Sanya Lotus Venture Capital Co., Ltd. is held by Hongnian Zang.

(3) The remaining 5% equity interest in Hangzhou Lotus Technology Service Co., Ltd. is held by Hongnian Zang.

Lotus Tech's Holding Company Structure and Contractual Arrangements with the VIE

LTC is not an operating company but a Cayman Islands holding company. LTC conducts its operations through its subsidiaries and in China and Europe and the VIE. Lotus Tech's operations in mainland China are currently conducted by its mainland China subsidiaries and the VIE. LTC has no equity ownership in the consolidated variable interest entity, but maintains contractual arrangements with the consolidated variable interest entity, whose financial results are consolidated in Lotus Tech's combined and consolidated financial statements under the U.S. GAAP for accounting purposes. The contractual arrangements may not be as effective as direct equity ownership in the consolidated variable interest entity, and the relevant government authorities may challenge the enforceability of these contractual arrangements. Lotus Tech conducts the operations in mainland China through (i) its PRC subsidiaries and (ii) the consolidated variable interest entity with which it has maintained contractual arrangements. The laws and regulations in mainland China restrict and impose conditions on foreign investment in certain value-added telecommunication services and certain other restricted services related to its businesses. Accordingly, Lotus Tech operates these businesses in mainland China through the consolidated variable interest entity, and such structure is used to provide investors with exposure to foreign investment in China-based companies where laws and regulations in mainland China prohibit or restrict direct foreign investment in certain operating companies, and rely on contractual arrangements among Lotus Tech's PRC subsidiaries, the VIE and its shareholders to control the business operations of the consolidated variable interest entity. The consolidated variable interest entity are PRC

companies conducting operations in mainland China, and their financial results have been consolidated into Lotus Tech's combined and consolidated financial statements under U.S. GAAP for accounting purposes.

A series of contractual agreements, including exclusive consulting and service agreement, exclusive purchase option agreement, equity pledge agreement, powers of attorney and spousal consent letters, have been entered into by and among the WFOE, the VIE and its shareholders. As a result of the contractual arrangements, the WFOE is considered the primary beneficiary of the VIE and have consolidated the financial results of these companies in its combined and consolidated financial statements under the U.S. GAAP for accounting purposes.

However, the contractual arrangements may not be as effective as direct ownership in providing Lotus Tech with control over the consolidated variable interest entity and Lotus Tech may incur substantial costs to enforce the terms of the arrangements. In addition, these agreements have not been tested in courts in mainland China. See "Risk Factors — Risks Relating to Our Corporate Structure — We rely on contractual arrangements with the VIE and its shareholders to exercise control over our business, which may not be as effective as direct ownership in providing operational control."

Lotus Tech's corporate structure is subject to risks associated with the contractual arrangements with the consolidated variable interest entity. If the PRC government determines that the contractual arrangements constituting part of the consolidated variable interest entity structure do not comply with laws and regulations of mainland China, or if these laws and regulations or are interpreted differently in the future, Lotus Tech could be subject to severe penalties or be forced to relinquish our interests in those operations. The holding company, PRC subsidiaries and the consolidated variable interest entity, and investors of Lotus Tech face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with the consolidated variable interest entity and, consequently, significantly affect the financial performance of the consolidated variable interest entity and Lotus Tech as a whole. For a detailed description of the risks associated with Lotus Tech's corporate structure, please refer to risks disclosed under "Risk Factors — Risks Relating to Our Corporate Structure." Specifically, there are also substantial uncertainties regarding the interpretation and application of current and future laws, regulations, and rules in mainland China regarding the status of the rights of the Cayman Islands holding company with respect to its contractual arrangements with the VIE and its shareholders. It is uncertain whether any new laws or regulations in mainland China relating to VIE structures will be adopted or if adopted, what they would provide. If Lotus Tech or any of the consolidated variable interest entity is found to be in violation of any existing or future laws or regulations in mainland China, or fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures. See "Risk Factors — Risks Relating to Our Corporate Structure — If the PRC government determines that our contractual arrangements with the VIE do not comply with regulatory restrictions in mainland China on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations."

Risks and Uncertainties Relating to Doing Business in China

Lotus Tech faces various risks and uncertainties related to doing business in mainland China. Lotus Tech's business operations are primarily conducted in mainland China, and it is subject to complex and evolving laws and regulations in mainland China. For example, it faces risks associated with regulatory approvals on offshore offerings, antimonopoly regulatory actions, and oversight on cybersecurity and data privacy, which may impact its ability to conduct certain businesses, accept foreign investments, or list on a United States stock exchange. These risks could result in a material adverse change in its operations and the value of Lotus Tech's securities, significantly limit or completely hinder its ability to continue to offer securities to investors, or cause the value of such securities to significantly decline. For a detailed description of risks related to doing business in China, please refer to risks disclosed under "Risk Factors — Risks Relating to Doing Business in China."

PRC government has significant authority in regulating Lotus Tech's operations and may influence its operations. It may exert more oversight and control over offerings conducted overseas by, and/or foreign investment in, China-based issuers, which could significantly limit or completely hinder Lotus Tech's ability to offer or continue to offer securities to investors. Implementation of industry-wide regulations in this nature

may cause the value of such securities to significantly decline. For more details, see "Risk Factors — Risks Relating to Doing Business in China — Failure to meet the PRC government's complex regulatory requirements on our business operation could result in a material adverse change in our operations and the value of our securities."

Risks and uncertainties arising from the legal system of mainland China, including risks and uncertainties regarding the interpretation and enforcement of laws and quickly evolving rules and regulations in mainland China, could result in a material adverse change in Lotus Tech's operations and the value of its securities. For more details, see "Risk Factors — Risks Relating to Doing Business in China — We may be adversely affected by the complexity, uncertainties and changes in regulations of mainland China on automotive as well as internet-related businesses and companies."

The Holding Foreign Companies Accountable Act

Pursuant to the HFCAA, if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspections by the PCAOB for two consecutive years, the SEC will prohibit our securities from being traded on a national securities exchange or in the over-the-counter trading market in the United States. On December 16, 2021, the PCAOB issued a report to notify the SEC of its determination that the PCAOB was unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong, including Lotus Tech's auditor. On December 15, 2022, the PCAOB issued a report that vacated its December 16, 2021 determination and removed mainland China and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. Each year, the PCAOB will determine whether it can inspect and investigate completely audit firms in mainland China and Hong Kong, among other jurisdictions. If PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in mainland China and Hong Kong and Lotus Tech continues to use an accounting firm headquartered in one of these jurisdictions to issue an audit report on its financial statements filed with the Securities and Exchange Commission, Lotus Tech would be identified as a Commission-Identified Issuer following the filing of the annual report on Form 20-F for the relevant fiscal year. There can be no assurance that Lotus Tech would not be identified as a Commission-Identified Issuer for any future fiscal year, and if Lotus Tech were so identified for two consecutive years, it would become subject to the prohibition on trading under the HFCAA. For more details, see "Risk Factors — Risks Related to Our Business — The PCAOB had historically been unable to inspect our auditor in relation to their audit work."

Permissions Required from the PRC Authorities for Lotus Tech's Operations

Lotus Tech conducts its business primarily through its PRC subsidiaries and the consolidated variable interest entity in mainland China. Its operations in mainland China are governed by laws and regulations of mainland China. As of the date of this proxy statement/prospectus, its PRC subsidiaries and the consolidated variable interest entity have obtained the necessary licenses and permits from the PRC government authorities, including, among others, ICP licenses.

If (i) Lotus Tech does not receive or maintain any required permissions or approvals, (ii) Lotus Tech inadvertently concluded that certain permissions or approvals have been acquired or are not required, or (iii) applicable laws, regulations or interpretations thereof change and Lotus Tech becomes subject to the requirement of additional permissions or approvals in the future, there is no assurance that Lotus Tech will be able to obtain such permissions or approvals in a timely manner, or at all, and such approvals may be rescinded even if obtained. Any such circumstance could subject Lotus Tech to sanctions imposed by the PRC regulatory authorities, which could include fines and penalties, proceedings against it, and other forms of sanctions, and Lotus Tech's business, financial condition and results of operations may be materially and adversely affected. For more detailed information, see "Risk Factors — Risks Relating to Doing Business in China — We may be adversely affected by the complexity, uncertainties and changes in regulations of mainland China on automotive as well as internet-related businesses and companies."

In addition, the PRC government has recently sought to exert more oversight and control over offerings that are conducted overseas and/or foreign investment in China-based issuers. For more detailed information, see "Risk Factors — Risks Relating to Doing Business in China — The approval of and filing with the CSRC or other PRC government authorities may be required in connection with this Business Combination or our

listing under laws of mainland China, and, if so required, we cannot predict whether or when we will be able to obtain such approval or complete such filing, and even if we obtain such approval, it could be rescinded. Any failure to or delay in obtaining such approval or complying with such filing requirements in relation to offering, or a rescission of such approval, could subject us to sanctions imposed by the CSRC or other PRC government authorities."

Cash and Asset Flows through Lotus Tech's Organization

Lotus Technology Inc. is a holding company with no operations of its own. LTC conducts its operations through its subsidiaries and in China and Europe and the VIE. As a result, although other means are available for Lotus Tech to obtain financing at the holding company level, Lotus Technology Inc.'s ability to pay dividends to the shareholders and to service any debt it may incur may depend upon dividends paid by its subsidiaries and service fees paid by the consolidated variable interest entity. If any of its subsidiaries incurs debt on its own behalf in the future, the instruments governing such debt may restrict its ability to pay dividends to Lotus Technology Inc. In addition, its PRC subsidiaries are permitted to pay dividends to Lotus Technology Inc. only out of their accumulated after-tax-profits upon satisfaction of relevant statutory conditions and procedures, if any, as determined in accordance with PRC accounting standards and regulations. Further, its PRC subsidiaries and the consolidated variable interest entity are required to make appropriations to certain statutory reserve funds or may make appropriations to certain discretionary funds, which are not distributable as cash dividends except in the event of a solvent liquidation of the companies.

Under Cayman Islands law, a Cayman Islands company may pay a dividend out of either profit or its share premium account, provided that in no circumstances may a dividend be paid out of the share premium account if this would result in the company being unable to pay its debts as they fall due in the ordinary course of business.

As a Cayman Islands exempted company and offshore holding company, LTC is permitted under laws and regulations of mainland China to provide funding to its wholly foreign-owned subsidiaries in mainland China only through loans or capital contributions, and to the consolidated variable interest entity only through loans, subject to the applicable governmental registration and approval requirements.

Under laws and regulations of mainland China, Lotus Tech's PRC subsidiaries and the consolidated variable interest entity are subject to certain restrictions with respect to paying dividends or otherwise transferring any of their net assets to Lotus Tech. Remittance of dividends by a wholly foreign-owned enterprise out of mainland China is also subject to examination by the banks designated by State Administration of Foreign Exchange, or SAFE. The amounts restricted include the paid-in capital and the statutory reserve funds of its PRC subsidiaries and the net assets of the consolidated variable interest entity in which we have no legal ownership. Furthermore, cash transfers from Lotus Tech's PRC subsidiaries and the consolidated variable interest entity to entities outside of mainland China are subject to PRC governmental control on currency conversion. As a result, the funds in its PRC subsidiaries or the consolidated variable interest entity in mainland China may not be available to fund operations or for other use outside of mainland China due to interventions in, or the imposition of restrictions and limitations on, the ability of the holding company, its subsidiaries, or the consolidated variable interest entity by the PRC government on such currency conversion. see "Risk Factors — Risks Relating to Doing Business in China — We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business" and "Risk Factors — Risks Relating to Doing Business in China — Regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from making loans to or make additional capital contributions to our PRC subsidiaries, which could materially and adversely affect our liquidity and our ability to fund and expand our business," and "Risk Factors — Risks Relating to Doing Business in China — Governmental control of currency conversion may limit our ability to utilize our revenues effectively."

Under laws of mainland China, Lotus Technology Inc. may provide funding to its PRC subsidiaries only through capital contributions or loans, and to the consolidated PRC consolidated variable interest entity only through loans, subject to satisfaction of applicable government registration that Lotus Technology Inc. is not able to make direct capital contribution.

For the year ended December 31, 2021, the WFOE paid advances of US$11.1 million to the VIE and made capital contribution of US$108.9 million to its consolidated entities.

For the nine months ended September 30, 2022, the WFOE collected the advances of US$10.6 million from the VIE and made capital contribution of US$122.8 million to its consolidated entities, and the LTC made capital contribution of US$64.7 million its consolidated entities and provided loans in the amount of US$5.9 million to its subsidiary, Lotus Tech UK.

Permission, Review and Filing Required from the Authorities in Mainland China Relating to the Transactions

The PRC government has recently sought to exert more control and impose more restrictions on China-based companies raising capital offshore and such efforts may continue or intensify in the future. On July 6, 2021, the relevant PRC authorities promulgated the Opinions on Severely Cracking Down on Illegal Securities Activities According to Law, which emphasized the need to strengthen the supervision over overseas listings by mainland China-based companies. Effective measures, such as promoting the establishment of relevant regulatory systems, are to be taken to deal with the risks and incidents of mainland China-based overseas-listed companies, cybersecurity and data privacy protection requirements and similar matters. The revised Measures for Cybersecurity Review issued by Cyberspace Administration of China (the "CAC") and several other administrations on December 28, 2021 (which took effect on February 15, 2022) also requires that, in addition to critical information infrastructure operators purchasing network products or services that affect or may affect national security, any "online platform operator" carrying out data processing activities that affect or may affect national security should also be subject to a cybersecurity review, and any "online platform operator" possessing personal information of more than one million users must apply for a cybersecurity review before its listing overseas. In the event a member of the cybersecurity review working mechanism is in the opinion that any network product or service or any data processing activity affects or may affect national security, the Office of Cybersecurity Review shall report the same to the Central Cyberspace Affairs Commission for its approval under applicable procedures and then conduct cybersecurity review in accordance with the revised Measures for Cybersecurity Review. In addition, on November 14, 2021, the CAC released the Regulations on Network Data Security (Draft for Comments), which clarified that data processors refer to individuals or organizations that autonomously determine the purpose and the manner of processing data, and if a data processor that processes personal data of more than one million users intends to list overseas, it must apply for a cybersecurity review. In addition, data processors that are listed overseas must carry out an annual data security assessment. Nonetheless, there remain substantial uncertainties with respect to the interpretation and implementation of these rules and regulations.

Further, according to the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies, or the Overseas Listing Trial Measures, and five supporting guidelines, issued by the China Securities Regulatory Commission, or the "CSRC," on February 17, 2023, collectively the Overseas Listing Filing Rules, if a PRC domestic company intends to complete a direct or indirect overseas (i) initial public offering and listing, or (ii) listing of its assets through a single or multiple acquisitions, share swaps, shares transfers or other means, the issuer (if the issuer is a PRC domestic company) or its designated major PRC domestic operating entity (if the issuer is an offshore holding company), in each applicable event, the reporting entity, shall complete the filing procedures with the CSRC within three business days after the issuer submits its application documents relating to the initial public offering and/or listing or after the first public announcement of the relevant transaction (if the submission of relevant application documents is not required). According to the Overseas Listing Filing Rules and a set of Q&A published on the CSRC's official website in connection with the release of the Overseas Listing Filing Rules, if it is explicitly required (in the form of institutional rules) by any regulatory authority having jurisdiction over the relevant industry and field that regulatory procedures should be performed prior to the overseas listing of a PRC domestic company, such company must obtain the regulatory opinion, approval and other documents from and complete any required filing with such competent authority before submitting a CSRC filing. The reporting entity shall make a timely report to the CSRC and update its CSRC filing within three business days after the occurrence of any of the following material events, if any of them occurs after obtaining its CSRC filing and before the completion of the offering and/or listing: (i) any material change to principal business, licenses or qualifications of the issuer; (ii) a change of control of the issuer or any material change to equity structure of the issuer; and (iii) any material change to the offering and listing plan. Once listed overseas, the reporting entity will be further required to report the occurrence of any of the following material events within three

business days after the occurrence and announcement thereof to the CSRC: (i) a change of control of the issuer; (ii) the investigation, sanction or other measures undertaken by any foreign securities regulatory agencies or relevant competent authorities in respect of the issuer; (iii) change of the listing status or transfer of the listing board; and (iv) the voluntary or mandatory delisting of the issuer. In addition, the completion of any overseas follow-on offerings by an issuer in the same overseas market where it has completed its public offering and listing would necessitate a filing with the CSRC within three business days thereafter.

The Overseas Listing Filing Rules has recently been promulgated and will become effective on March 31, 2023 and there remain substantial uncertainties with respect to its interpretation and implementation. Based on the Notice on Administration for the Filing of Overseas Offering and Listing by Domestic Companies published by the CSRC on February 17, 2023, or the Notice on the Overseas Listing Filing, and the set of Q&A published on the CSRC's official website, which are in connection with the release of the Overseas Listing Filing Rules, the CSRC clarifies that (i) on or prior to the effective date of the Overseas Listing Filing Rules, domestic companies that have already submitted valid applications for overseas offering and listing but have not obtained approval from overseas regulatory authorities or stock exchanges may reasonably arrange the timing for submitting their filing applications with the CSRC, and must complete the filing before the completion of their overseas offering and listing; (ii) a six-month transition period will be granted to domestic companies which, prior to the effective date of the Overseas Listing Filing Rules, have already obtained the approval from overseas regulatory authorities or stock exchanges, but have not completed the indirect overseas listing; if domestic companies fail to complete the overseas listing within such six-month transition period, they shall file with the CSRC according to the requirements. Based on the foregoing, Lotus Tech could be required to make a filing with the CSRC and to comply with other requirements under the Overseas Listing Filing Rules in connection with the Transactions, if (i) Lotus Tech cannot obtain the clearance from SEC or Nasdaq, where applicable, before the effective date of the Overseas Listing Filing Rules; or (ii) after Lotus Tech obtains the clearance from SEC or Nasdaq, where applicable, before the effective date of the Overseas Listing Filing Rules, Lotus Tech cannot complete the overseas listing before September 30, 2023.

As of the date of this proxy statement/prospectus, Lotus Tech has not been involved in any investigations on cybersecurity review initiated by the CAC and Lotus Tech has not received any official inquiry, notice, warning, or sanctions regarding cybersecurity and overseas listing from the CAC, CSRC or any other PRC authorities. Based on the opinion of our mainland China legal counsel, Han Kun Law Offices, according to its interpretation of the currently in-effect mainland China laws and regulations, Lotus Tech believes that, as of the date of this proxy statement/prospectus, the completion of the Transactions does not require the application or completion of any cybersecurity review from PRC governmental authorities, including the CAC. However, given (i) the uncertainties with respect to the enactment, implementation, and interpretation of the Overseas Listing Filing Rules and laws and regulations relating to data security, privacy, and cybersecurity; and (ii) that the PRC government authorities have significant discretion in interpreting and implementing statutory provisions in general, it cannot be assured that the relevant PRC government authorities will not take a contrary position or adopt different interpretations, or that there will not be changes in the regulatory landscape. In other words, the application and completion of a cybersecurity review, may be required in connection with the Transactions; and this Business Combination and our listing could be required to make a filing with the CSRC and to comply with other requirements pursuant to the Overseas Listing Filing Rules. However, given that the Overseas Listing Filing Rules were recently promulgated, there remains substantial uncertainties as to their interpretation, application, and enforcement and how they will affect our operations and our future financing.

If (i) Lotus Tech does not receive or maintain any required permission, or fails to complete any required review or filing, (ii) Lotus Tech inadvertently conclude that such permission, review or filing is not required, or (iii) applicable laws, regulations, or interpretations change such that it becomes mandatory for Lotus Tech to obtain any permission, review or filing in the future, Lotus Tech may have to expend significant time and costs to comply with these requirements. If Lotus Tech is unable to do so, on commercially reasonable terms, in a timely manner or otherwise, it may become subject to sanctions imposed by the PRC regulatory authorities, which could include fines and penalties, proceedings against it, and other forms of sanctions, and Lotus Tech's ability to conduct its business, invest into China as foreign investments or accept foreign investments, complete the Transactions, or list on a U.S. or other overseas exchange may be restricted, and its business, reputation, financial condition, and results of operations may be materially and adversely affected. Further, Lotus Tech's ability to offer or continue to offer securities to investors may be significantly limited or

completely hindered, and the value of Lotus Tech's securities may significantly decline. For more detailed information, see "Risk Factors — Risks Relating to Doing Business in China — We may be adversely affected by the complexity, uncertainties and changes in regulations of mainland China on automotive as well as internet-related businesses and companies," and "— The approval of and filing with the CSRC or other PRC government authorities may be required in connection with this Business Combination or our listing under laws of mainland China, and, if so required, we cannot predict whether or when we will be able to obtain such approval or complete such filing, and even if we obtain such approval, it could be rescinded. Any failure to or delay in obtaining such approval or complying with such filing requirements in relation to offering, or a rescission of such approval, could subject us to sanctions imposed by the CSRC or other PRC government authorities."

The Business Combination Proposal

The Merger Agreement

On January 31, 2023, LCAA, LTC, Merger Sub 1 and Merger Sub 2 entered into the Merger Agreement. Pursuant to the Merger Agreement, the parties to the Merger Agreement have agreed that (i) Merger Sub 1 will merge with and into LCAA, with LCAA being the surviving company and becoming a wholly-owned subsidiary of LTC and the shareholders of LCAA becoming shareholders of LTC, and (ii) immediately following the consummation of the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2, with Merger Sub 2 being the surviving company and remaining a wholly-owned subsidiary of LTC. The terms and conditions of the Business Combination are contained in the Merger Agreement, which is attached as Annex A to this proxy statement/prospectus. We encourage you to read the Merger Agreement carefully, as it is the principal legal document that governs the Business Combination.

Pro Forma Capitalization

LTC is valued at US$5.5 billion on a pre-money equity value basis (before taking into account the values of LTC Ordinary Shares issued to third-party investors, including the Jingkai Fund, in any Pre-Closing Financing or PIPE Financing). It is estimated that, immediately after the Closing, (x) under the no redemption scenario, (i) the existing shareholders of LTC will own 89.60% of the issued and outstanding LTC Ordinary Shares, (ii) LCAA Public Shareholders will own 4.75% of the issued and outstanding LTC Ordinary Shares, and (iii) the Founder Shareholders will own 1.19% of the issued and outstanding LTC Ordinary Shares, and (y) under the maximum redemption scenario, (i) the existing shareholders of LTC will own 94.07% of the issued and outstanding LTC Ordinary Shares, (ii) LCAA Public Shareholders will not own any issued and outstanding LTC Ordinary Shares, and (iii) the Founder Shareholders will own 1.25% of the issued and outstanding LTC Ordinary Shares. The foregoing numbers of percentage ownership have been determined under the assumptions set forth under the section titled "Frequently Used Terms and Basis of Presentation." If actual facts are different from the assumptions set forth therein, the percentage ownership numbers will be different.

Merger Consideration

Pursuant to the Merger Agreement, on the Closing Date and immediately prior to the First Effective Time, the following actions shall take place or be effected (in the order set forth hereinafter): (i) each preferred share of LTC that is issued and outstanding immediately prior to such time shall be converted into one LTC Ordinary Share on a one-for-one basis, by re-designation and re-classification, in accordance with the LTC Articles, (ii) the Amended LTC Articles shall be adopted and become effective; (iii) immediately following the Preferred Share Conversion but immediately prior to the Recapitalization, 500,000,000 authorized but unissued ordinary shares of LTC shall be re-designated as shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the Amended LTC Articles, such that the authorized share capital of LTC shall be US$50,000 divided into 5,000,000,000 shares of par value of US$0.00001 each, consisting of 4,500,000,000 ordinary shares of a par value of US$0.00001 each, and 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the Amended LTC Articles; (iv) immediately following the Re-designation and prior to the First Effective Time, each issued LTC Ordinary Share shall be recapitalized by way of a repurchase in exchange for the issuance of such number of LTC Ordinary Shares equal to the

Recapitalization Factor (i.e., one such LTC Ordinary Share multiplied by the Recapitalization Factor), such that each LTC Ordinary Share will have a value of US$10.00 per share after giving effect to the Recapitalization; and (v) each of the issued and outstanding LTC Options shall be adjusted to give effect to the foregoing.

Pursuant to the Merger Agreement, (i) immediately prior to the First Effective Time, each LCAA Class B Ordinary Shares will be automatically converted into one LCAA Class A Ordinary Shares in accordance with the LCAA Articles, and each LCAA Class B Ordinary Shares shall no longer be issued and outstanding and shall automatically be cancelled, and each former holder of LCAA Class B Ordinary Shares shall thereafter cease to have any rights with respect to such shares, (ii) at the First Effective Time, each Unit issued by LCAA in its IPO or the exercise of the underwriter's overallotment option, each consisting of one LCAA Class A Ordinary Share and one-third of an LCAA Warrant issued by LCAA to acquire LCAA Class A Ordinary Share, outstanding immediately prior to the First Effective Time shall be automatically detached and the holder thereof shall be deemed to hold one LCAA Class A Ordinary Share and one-third of an LCAA Warrant in accordance with the terms of the applicable Unit; provided that no fractional LCAA Warrant will be issued in connection with the Unit Separation such that if a holder of Units would be entitled to receive a fractional LCAA Warrant upon the Unit Separation, the number of LCAA Warrants to be issued to such holder upon the Unit Separation shall be rounded down to the nearest whole number of LCAA Warrants, (iii) immediately following the Unit Separation, each LCAA Class A Ordinary Share (which, for the avoidance of doubt, includes the LCAA Class A Ordinary Shares (A) issued in connection with the LCAA Class B Conversion and (B) held as a result of the Unit Separation) issued and outstanding immediately prior to the First Effective Time (other than any LCAA Shares that are owned by LCAA as treasury shares, any Redeeming LCAA Shares, or Dissenting LCAA Shares) shall automatically be cancelled and cease to exist in exchange for the right to receive one newly issued, fully paid and non-assessable LTC Ordinary Share. As of the First Effective Time, each LCAA shareholder shall cease to have any other rights in and to such LCAA Shares, except as expressly provided in the Merger Agreement, (iv) each LCAA Warrant (which, for the avoidance of doubt, includes the LCAA Warrants held as a result of the Unit Separation) outstanding immediately prior to the First Effective Time shall cease to be a warrant with respect to LCAA Public Shares and be assumed by LTC and converted into an LTC Warrant. Each LTC Warrant shall continue to have and be subject to substantially the same terms and conditions as were applicable to such LCAA Warrant immediately prior to the First Effective Time (including any repurchase rights and cashless exercise provisions) in accordance with the provisions of the Assignment, Assumption and Amendment Agreement.

In addition, pursuant to the Merger Agreement, (i) at the First Effective Time, each ordinary share, par value US$0.00001 per share, of Merger Sub 1, that is issued and outstanding immediately prior to the First Effective Time shall continue existing and constitute the only issued and outstanding share capital of Surviving Entity 1 and shall not be affected by the First Merger, and (ii) at the Second Effective Time, each ordinary share of Surviving Entity 1 that is issued and outstanding immediately prior to the Second Effective Time will be automatically cancelled and cease to exist without any payment therefor, and each ordinary share, par value US$0.00001 per share, of Merger Sub 2 immediately prior to the Second Effective Time shall remain outstanding and continue existing and constitute the only issued and outstanding share capital of Surviving Entity 2 and shall not be affected by the Second Merger.

Related Agreements

Sponsor Support Agreement

Concurrently with the execution of the Merger Agreement, LCAA, the Founder Shareholders and LTC entered into the Sponsor Support Agreement, pursuant to which each Founder Shareholder has agreed, among other things and subject to the terms and conditions set forth therein: (i) to vote in favor of the Transactions or the Extension Proposal, (ii) during the interim period, not to transfer any LCAA Shares or LCAA Warrants (including any LCAA Shares or LCAA Warrants or any securities convertible into or exercisable or exchangeable for any LCAA Shares or LCAA Warrants), subject to certain exceptions, and (iii) not to transfer any LTC Ordinary Shares or LTC Warrants (including any LTC Ordinary Shares underlying such LTC Warrants) held by such Founder Shareholder immediately after the First Effective Time, if any, for a period of six (6) months after the Closing, subject to certain exceptions. The Sponsor also agreed to use commercially reasonable efforts to (i) cause certain affiliates of the Sponsor as may be approved by LTC from time to time

to participate in the PIPE Financing, and (ii) facilitate discussions between LTC and entities holding brands that may be approved by LTC from time to time (each, a "Cooperating Entity"), with respect to potential collaborations between Lotus Tech and a Cooperating Entity in connection with the following activities of LTC: product development, marketing, customer engagement, retail space, and technology infrastructure development. In connection with (i), for every one dollar committed by such affiliates of the Sponsor as may be approved by LTC from time to time in the PIPE financing, one LTC Warrant held by the Sponsor immediately after the First Effective Time will not be subject to the lock-up restrictions under the Sponsor Support Agreement following the Closing.

Some of the LCAA Class B Ordinary Shares held by the Sponsor as of the date of the Sponsor Support Agreement (the "Sponsor Shares") will be subject to forfeiture and earn-out restrictions pursuant to the Sponsor Support Agreement. In addition, at the request of LTC, the Sponsor will on the Closing Date transfer, directly or indirectly, to one or more shareholders of LCAA up to 5% of the Sponsor Shares as consideration to induce such shareholder(s) of LCAA to waive its redemption rights (including by having such LCAA shareholder enter into, execute and deliver a non-redemption agreement) in connection with LCAA shareholders' approval of the Transaction Proposals (as defined in the Merger Agreement) or approval of both the Extension Proposal (as defined in the Merger Agreement) and the Transaction Proposals, as may be mutually determined by LTC and LCAA. See "Agreements Entered Into in Connection with the Business Combination — Sponsor Support Agreement."

LTC Shareholder Support Agreement

Concurrently with the execution of the Merger Agreement, LCAA, LTC and certain of the shareholders of LTC entered into the LTC Shareholder Support Agreement, pursuant to which certain shareholders holding sufficient number, type and classes of the issued and outstanding shares of LTC to approve the Transactions have each agreed, among other things and subject to the terms and conditions set forth therein: (i) to vote in favor of the Transactions, and (ii) during the interim period and for a period following the Closing, not to transfer any LTC Ordinary Shares held by such shareholder, subject to certain exceptions. See "Agreements Entered Into in Connection with the Business Combination — LTC Shareholder Support Agreement."

Distribution Agreement

Concurrently with the execution of the Merger Agreement, LTIL entered into the distribution agreement (the "Distribution Agreement") with Lotus Cars Limited, the entity carrying out the sportscar manufacturing operations of Lotus Group International Limited and its subsidiaries (collectively, "Lotus UK"), pursuant to which LTIL is appointed as the exclusive global distributor (excluding the United States, where LTIL will act as the head distributor with the existing regional distributor continuing its functions) for Lotus Cars Limited to distribute vehicles, parts and certain tools, and to provide after sale services and brand, marketing and public relations for such vehicles, part and tools distributed by it on the terms and conditions of the Distribution Agreement. See "Agreements Entered Into in Connection with the Business Combination — Distribution Agreement."

Put Option Agreements

Concurrently with the execution of the Merger Agreement, LTC entered into a Put Option Agreement with each of Geely and Etika, pursuant to which each of Geely and Etika is granted the right to require LTC to purchase all of the equity interests held by each of Geely and Etika in Lotus Advance Technologies Sdn Bhd, the parent company of Lotus UK, at a pre-agreed price, at a future date during the period from April 1, 2025 to June 30, 2025 and upon satisfaction of certain pre-agreed conditions. See "Agreements Entered Into in Connection with the Business Combination — Put Option Agreements."

Registration Rights Agreement

The Merger Agreement contemplates that, at the Closing, LTC, the Founder Shareholders and certain shareholders of LTC will enter into a Registration Rights Agreement (the "Registration Rights Agreement"), which provides for the customary registration rights of the Sponsor and other parties thereto, including certain shareholders of LTC. See "Agreements Entered Into in Connection with the Business Combination — Registration Rights Agreement."

Assignment, Assumption and Amendment Agreement

The Merger Agreement contemplates that, at the Closing, LTC, LCAA and Continental Stock Transfer & Trust Company ("Continental") will enter into the Assignment, Assumption and Amendment Agreement, pursuant to which LCAA Warrants will be assumed by LTC. See "Agreements Entered Into in Connection with the Business Combination — Assignment, Assumption and Amendment Agreement."

The Merger Proposal

The shareholders of LCAA will vote on a separate proposal to authorize the First Plan of Merger by way of a special resolution under the Cayman Islands Companies Act. Please see "The Merger Proposal."

The Adjournment Proposal

If, based on the tabulated vote, there are insufficient votes at the time of the Extraordinary General Meeting to authorize LCAA to consummate the First Merger or the Business Combination or if holders of LCAA Public Shares have elected to redeem an amount of LCAA Public Shares such that the minimum available cash condition contained in the Merger Agreement would not be satisfied, the chairman of the meeting may (and LCAA is required under the Merger Agreement to) submit a proposal to adjourn the Extraordinary General Meeting to a later date or dates, if necessary, to permit further solicitation of proxies. Please see "The Adjournment Proposal."

Date, Time and Place of Extraordinary General Meeting of LCAA shareholders

The Extraordinary General Meeting of the shareholders of LCAA shall be held at AM/PM time, on , 2023 at and virtually over the Internet via live audio webcast at to consider and vote upon the Business Combination Proposal, the Merger Proposal and if necessary, the Adjournment Proposal.

Voting Power; Record Date

Shareholders shall be entitled to vote or direct votes to be cast at the Extraordinary General Meeting if they owned LCAA Shares at the close of business on , 2023, which is the record date for the Extraordinary General Meeting. Voting at the Extraordinary General Meeting will take place by poll voting and, accordingly, shareholders shall have one vote for each LCAA Share owned at the close of business on the record date. If your shares are held in "street name" or are in a margin or similar account, you should contact your broker or bank to ensure that votes related to the shares you beneficially own are properly counted. Warrants do not have voting rights. On the record date, there were LCAA Public Shares and Founder Shares outstanding.

Quorum and Vote of LCAA shareholders

A quorum of LCAA shareholders is necessary to hold a valid meeting. A quorum shall be present at the Extraordinary General Meeting if one or more shareholders holding at least a majority of the total issued LCAA Shares entitled to vote at the Extraordinary General Meeting are present in person or by proxy. As of the record date, LCAA Shares would be required to achieve a quorum. An abstention or broker non-vote will be counted towards the quorum requirement but will not count as a vote cast at the Extraordinary General Meeting. The proposals presented at the Extraordinary General Meeting shall require the following votes:

- Business Combination Proposal — The approval of the Business Combination Proposal will require an ordinary resolution under Cayman Islands law and the LCAA Articles, being the affirmative vote of the holders of a majority of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the Extraordinary General Meeting.
- Merger Proposal — The approval of the Merger Proposal will require a special resolution under Cayman Islands law and the LCAA Articles, being the affirmative vote of the holders of at least two-thirds of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the Extraordinary General Meeting.

- Adjournment Proposal — The approval of the Adjournment Proposal, if presented, will require an ordinary resolution under Cayman Islands law and the LCAA Articles, being the affirmative vote of the holders of a majority of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the Extraordinary General Meeting.

Redemption Rights

Pursuant to the LCAA Articles, in connection with the completion of the Business Combination, LCAA Public Shareholders may elect to have their LCAA Public Shares redeemed for cash at the applicable redemption price per share calculated in accordance with the LCAA Articles. For illustrative purposes, as of , 2023, this redemption amount would have amounted to approximately $ per share. In this proxy statement/prospectus, these rights to demand redemption of the LCAA Public Shares are sometimes referred to as "redemption rights." LCAA Public Shareholders may elect to exercise such redemption rights, regardless of whether they vote or, if they do vote, irrespective of whether they vote for or against the Business Combination Proposal or the Merger Proposal.

If you are an LCAA Public Shareholder and wish to exercise your right to have your LCAA Public Shares redeemed, you must:

- submit a written request to Continental, LCAA's transfer agent, in which you (i) request that LCAA redeem all or a portion of your LCAA Public Shares for cash, and (ii) identify yourself as the beneficial holder of the LCAA Public Shares and provide your legal name, phone number and address; and
- either tender your share certificates (if any) to Continental, LCAA's transfer agent, or deliver your LCAA Public Shares to the transfer agent electronically using The Depository Trust Company's DWAC (Deposit/Withdrawal at Custodian) System.

LCAA Public Shareholders must complete the procedures for electing to redeem their LCAA Public Shares in the manner described above prior to on , 2023 (two business days prior to the vote at the Extraordinary General Meeting) in order for their LCAA Public Shares to be redeemed.

There is a nominal cost associated with the above-referenced tendering process and the act of certificating the shares or delivering them through the DWAC system. The transfer agent will typically charge the tendering broker $80.00 and it would be up to the broker whether or not to pass this cost on to the redeeming shareholder. In the event the Business Combination is not consummated this may result in an additional cost to shareholders for the return of their shares.

If you hold the LCAA Public Shares in "street name," you will have to coordinate with your broker or bank to have the LCAA Public Shares you beneficially own certificated and delivered electronically.

Holders of Units must elect to separate the Units into the underlying LCAA Public Shares and LCAA Warrants prior to exercising redemption rights with respect to the LCAA Public Shares. If holders hold their Units in an account at a brokerage firm or bank, holders must notify their broker or bank that they elect to separate the Units into the underlying LCAA Public Shares and LCAA Warrants, or if a holder holds Units registered in its own name, the holder must contact Continental, LCAA's transfer agent, directly and instruct it to do so. The redemption rights include the requirement that a holder must identify itself in writing as a beneficial holder and provide its legal name, phone number and address to Continental in order to validly redeem its LCAA Public Shares.

If the Business Combination is not consummated, the LCAA Public Shares will not be redeemed and instead will be returned to the respective holder, broker or bank. In such case, LCAA shareholders may only share in the assets of the trust account upon the liquidation of LCAA. This may result in LCAA shareholders receiving less than they would have received if the Business Combination was completed and they had exercised redemption rights in connection therewith due to potential claims of creditors.

If an LCAA Public Shareholder satisfies the requirements for exercising redemption rights with respect to all or a portion of the LCAA Public Shares he, she or it holds and the Business Combination is consummated, LCAA will redeem such LCAA Public Shares for a per-share price, payable in cash, equal to the pro rata portion of the amount on deposit in the trust account calculated as of two business days prior to

the consummation of the Business Combination, including interest earned on the funds held in the trust account and not previously released to LCAA to pay income taxes. There are currently no owed but unpaid income taxes on the funds in the trust account. However, the proceeds deposited in the trust account could become subject to the claims of LCAA's creditors, if any, which would have priority over the claims of LCAA shareholders. Therefore, the per share distribution from the trust account in such a situation may be less than originally expected due to such claims. It is expected that the funds to be distributed to LCAA Public Shareholders electing to redeem their LCAA Public Shares shall be distributed promptly after the consummation of the Business Combination.

Notwithstanding the foregoing, an LCAA Public Shareholder, together with any affiliate of such holder and any person with whom such holder is acting in concert or as a "group" (as defined under Section 13(d)(3) of the Exchange Act), may not seek to have more than 15% of the aggregate LCAA Public Shares redeemed without the prior consent of LCAA. Additionally, under the LCAA Articles, in no event will LCAA redeem LCAA Public Shares in an amount that would cause its net tangible assets to be less than $5,000,001, such that LCAA is not subject to the SEC's "penny stock" rules.

Any request for redemption, once made by an LCAA Public Shareholder, may be withdrawn at any time up to two business days prior to the vote at Extraordinary General Meeting. After this time, a request for redemption may not be withdrawn once unless LCAA Board determines (in its sole discretion) to permit the withdrawal of such redemption request (which it may do in whole or in part). Such a request must be made by contacting Continental, LCAA's transfer agent, at the phone number or address set out elsewhere in this proxy statement/prospectus.

No request for redemption shall be honored unless the holder's share certificates (if any) or shares have been delivered (either physically or electronically) to Continental, LCAA's transfer agent, in the manner described above, at least two business days prior to the vote at the Extraordinary General Meeting.

If you exercise your redemption rights, then you shall be exchanging your LCAA Public Shares for cash and shall not be entitled to receive any LTC Ordinary Shares in respect of such redeemed shares upon consummation of the Business Combination.

If you are a holder of LCAA Public Shares and you exercise your redemption rights, such exercise shall not result in the loss of any LCAA Warrants that you may hold.

The closing price of LCAA Public Shares on the record date was $. The cash held in the trust account on such date was approximately $ million (approximately $ per LCAA Public Share). Prior to exercising redemption rights, LCAA Public Shareholders should verify the market price of LCAA Public Shares as they may receive higher proceeds from the sale of their LCAA Public Shares in the public market than from exercising their redemption rights if the market price per share is higher than the redemption price. LCAA cannot assure its shareholders that they shall be able to sell their LCAA Public Shares in the open market, even if the market price per share is higher than the redemption price stated above, as there may not be sufficient liquidity in its securities when its shareholders wish to sell their shares.

Appraisal or Dissenters' Rights

No appraisal or dissenters' rights are available to holders of LCAA Public Shares or LCAA Warrants in connection with the Business Combination Proposal. However, in respect of the special resolution to approve the Merger Proposal, under section 238 of the Cayman Islands Companies Act, shareholders of a Cayman Islands company ordinarily have dissenters' rights with respect to a statutory merger. In this proxy statement/prospectus, these dissenters' rights are sometimes referred to as "Dissent Rights."

The Cayman Islands Companies Act prescribes when dissenters' rights will be available and provides that shareholders are entitled to receive fair value for their shares if they exercise those rights in the manner prescribed by the Cayman Islands Companies Act. Pursuant to section 239(1) of the Cayman Islands Companies Act, dissenters' rights are not available if an open market for the shares exists on a recognized stock exchange for a specified period after the merger is authorized (such period being the period in which dissenter's rights would otherwise be exercisable). It is anticipated that, if the Business Combination is approved, it may be consummated prior to the expiry of such specified period and accordingly the exemption under section 239(1) of the Cayman Islands Companies Act may not be available.

The Merger Agreement provides that, if any LCAA shareholder exercises Dissent Rights then, unless LCAA and LTC elect by agreement in writing otherwise, the First Merger shall not be consummated before the expiry date of the period allowed for written notice of an election to dissent in order to invoke the exemption under Section 239 of the Cayman Islands Companies Act. LCAA believes that such fair value would equal the amount that LCAA shareholders would obtain if they exercised their redemption rights as described herein. An LCAA shareholder which elects to exercise Dissent Rights must do so in respect of all of the LCAA Shares that person holds and will lose their right to exercise their redemption rights as described herein. See the section of this proxy statement/prospectus entitled "Extraordinary General Meeting of LCAA Shareholders — Appraisal Rights."

LCAA shareholders are recommended to seek their own advice as soon as possible on the application and procedure to be followed in respect of the appraisal rights under the Cayman Islands Companies Act.

Proxy Solicitation

Proxies may be solicited by mail, telephone or in person. LCAA has engaged Morrow Sodali LLC to assist in the solicitation of proxies.

If a shareholder grants a proxy, it may still vote its LCAA Shares at the Extraordinary General Meeting by attending the Extraordinary General Meeting virtually by visiting , entering the control number on its proxy card and voting via the web portal during the Extraordinary General Meeting webcast. A shareholder may also change its vote by submitting a later-dated proxy as described in the section entitled "Extraordinary General Meeting of LCAA shareholders — Revoking Your Proxy."

LCAA Board's Reasons for the Approval of the Business Combination

In evaluating the Business Combination, LCAA and members of the LCAA Board consulted with its legal counsel and financial, accounting and other advisors, as well as members of Lotus Tech management. In determining that the terms and conditions of the Merger Agreement and the transactions contemplated thereby are in LCAA's best interests, the LCAA Board considered and evaluated a number of factors, including, but not limited to, the factors discussed in the section referenced below. In light of the number and wide variety of factors considered in connection with its evaluation of the Merger Agreement and the transactions contemplated thereby, the LCAA Board did not consider it practicable to, and did not attempt to, quantify or otherwise assign relative weights to the specific factors that the LCAA Board considered in reaching its determination and supporting its decision. The LCAA Board viewed its decision as being based on all of the information available and the factors presented to and considered by the LCAA Board. In addition, individual directors may have given different weight to different factors. The LCAA Board realized that there can be no assurance about future results, including results considered or expected as disclosed in the following reasons. This explanation of the LCAA Board's reasons for the Business Combination and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed under "— Forward-Looking Statements." The members of the LCAA Board are well qualified to evaluate the Business Combination. The LCAA Board and LCAA's management collectively have extensive transactional experience, particularly in the consumer technology sectors.

The LCAA Board considered a wide variety of factors pertaining to the Merger Agreement and the transactions contemplated thereby. Before reaching its decision to approve the Business Combination, the LCAA Board also considered the results of due diligence conducted by LCAA's management and by LCAA's legal, financial and other advisors, the different interests of LCAA's officers and directors in the Business Combination, and a variety of uncertainties and risks and other potentially negative factors concerning the Business Combination.

The LCAA Board concluded that the potential benefits it expected LCAA and its shareholders to achieve as a result of the Business Combination outweighed the potentially negative factors associated with the Business Combination. Accordingly, the LCAA Board unanimously determined that the Merger Agreement and the Business Combination were advisable, fair and in the best interests of LCAA and its shareholders. See the section of this proxy statement/prospectus titled "The Business Combination — LCAA Board of Directors' Reasons for the Business Combination."

Interests of LCAA's Directors and Officers in the Business Combination

In considering the recommendation of LCAA's board of directors to vote in favor of approval of the Business Combination Proposal and the Merger Proposal, shareholders should keep in mind that the Sponsor and LCAA's directors and officers have interests in such proposals that might be different from, or in addition to, those of LCAA's shareholders generally. If LCAA does not complete the Business Combination with LTC or another business combination by March 15, 2023 (or such later date as may be approved by LCAA's shareholders in an amendment to the LCAA Articles), LCAA must redeem 100% of the outstanding LCAA Public Shares, at a per-share price, payable in cash, equal to an amount then held in the Trust Account (net of taxes payable and less up to US$100,000 of interest to pay dissolution expenses) divided by the number of outstanding LCAA Public Shares and, following such redemption, LCAA will liquidate and dissolve. As a result, and given the Sponsor's interests in the Business Combination, the Sponsor may be incentivized to complete a business combination with a less favorable combination partner or on terms less favorable to LCAA Public Shareholders rather than fail to complete a business combination and be forced to liquidate and dissolve LCAA. In particular:

- If the Business Combination with LTC or another business combination is not consummated by March 15, 2023 (or such later date as may be approved by LCAA's shareholders in an amendment to the LCAA Articles), LCAA will cease all operations except for the purpose of winding up, redeeming 100% of the outstanding LCAA Public Shares for cash and, subject to the approval of its remaining shareholders and LCAA's board of directors, dissolving and liquidating. In such event, the LCAA Founder Shares held by the Sponsor, which were acquired for an aggregate purchase price of US$25,000 prior to the IPO and a portion of which were transferred to the independent directors of LCAA as consideration for their service, are expected to be worthless because the holders are not entitled to participate in any redemption or distribution of proceeds in the Trust Account with respect to such shares. On the other hand, if the Business Combination is consummated, each outstanding LCAA Founder Share will be converted into one LTC Ordinary Share, subject to adjustment described herein.
- If LCAA is unable to complete a business combination within the required time period, the Sponsor will be liable under certain circumstances described herein to ensure that the proceeds in the Trust Account are not reduced by the claims of target businesses or claims of vendors or other entities that are owed money by LCAA for services rendered to, contracted for or for products sold to LCAA. If LCAA consummates a business combination, on the other hand, LCAA will be liable for all such claims.
- The Sponsor acquired the LCAA Founder Shares, which will be converted into LTC Ordinary Shares in connection with the Business Combination, for an aggregate purchase price of US$25,000 prior to the IPO. Based on the closing price of LCAA Public Shares of US$ on Nasdaq on , the record date for the extraordinary general meeting, the LCAA Founder Shares held by the Sponsor and the other Founder Shareholders, if unrestricted and openly tradable, would be valued at US$.
- The Sponsor acquired the LCAA Private Warrants, which will be converted into LTC Warrants in connection with the Business Combination, for an aggregate purchase price of US$7.5 million. Based on the closing price of LCAA's Public Warrants of US$ on Nasdaq on , the record date for the extraordinary general meeting, the LCAA Private Warrants would be valued at US$.
- As a result of the prices at which the Sponsor acquired the LCAA Founder Shares and the LCAA Private Warrants, and their current value, the Sponsor could make a substantial profit after the completion of the Business Combination even if LCAA Public Shareholders lose money on their investments as a result of a decrease in the post-combination value of their LCAA Public Shares.
- The Sponsor and LCAA's officers and directors and their affiliates are entitled to reimbursement of out-of-pocket expenses incurred by them in connection with certain activities on LCAA's behalf, such as identifying and investigating possible business targets and business combinations. However, if LCAA fails to consummate a business combination within the required period, they will not have any claim against the Trust Account for reimbursement. Accordingly, LCAA may not be able to reimburse these

expenses if the Business Combination or another business combination is not completed by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles).

- LCAA has provisions in the LCAA Articles waiving the corporate opportunities doctrine on an ongoing basis, which means that LCAA's officers and directors have not been obligated and continue to not be obligated to bring all corporate opportunities to LCAA.
- The Sponsor, as well as LCAA's directors and officers, have agreed to waive their rights to liquidating distributions from the Trust Account with respect to the LCAA Founder Shares if LCAA fails to complete an initial business combination by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles).
- The Founder Shareholders have agreed to waive their rights to conversion price adjustments with respect to any LCAA Founder Shares they may hold in connection with the consummation of the Business Combination and therefore, the LCAA Founder Shares will convert on a one-for-one basis into LTC Ordinary Shares at the Closing.
- The Merger Agreement provides for the continued indemnification of LCAA's current directors and officers and the continuation of directors and officers liability insurance covering LCAA's current directors and officers.
- LCAA's Sponsor, affiliates of the Sponsor, officers and directors may make loans from time to time to LCAA to fund certain capital requirements. On January 11, 2021, the Sponsor agreed to loan LCAA an aggregate of up to US$300,000 to cover expenses related to the IPO pursuant to a promissory note. LCAA has not drawn down any amounts under the promissory note. In addition, in order to finance transaction costs in connection with an intended Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of LCAA's officers and directors, may, but are not obligated to, loan LCAA funds as may be required (the "Working Capital Loans"). Up to $1,500,000 of the Working Capital Loans may be convertible into warrants of the post Business Combination entity at a price of $1.50 per warrant at the option of the lender. Additional loans may be made after the date of this proxy statement/prospectus. If the Business Combination is not consummated, any outstanding loans will not be repaid and will be forgiven except to the extent there are funds available to LCAA outside of the Trust Account.
- LCAA entered into an agreement, commencing on the date its securities were first listed on Nasdaq and up to the earlier of the consummation of a business combination or its liquidation, to pay the Sponsor a monthly fee of US$10,000 for office space, secretarial and administrative support.
- The Sponsor and the other Founder Shareholders have agreed to, among other things, vote all of their LCAA Shares in favor of the proposals being presented at the extraordinary general meeting in connection with the Business Combination and waive their redemption rights with respect to their LCAA Shares in connection with the consummation of the Business Combination. As of the date of this proxy statement/prospectus, on an as-converted basis, the Sponsor and the other Founder Shareholders own, collectively, approximately 20% of the issued and outstanding LCAA Shares.
- Pursuant to the Merger Agreement, LCAA has the right to designate one director to the board of the Combined Company. Such director, in the future, may receive any cash fees, stock options or stock awards that the board of the Combined Company determines to pay to its directors.
- The Founder Shareholders will enter into the Registration Rights Agreement at the Closing, which provides for registration rights of the Founder Shareholders following consummation of the Business Combination.
- Pursuant to the Sponsor Support Agreement, 20% of the Sponsor Shares will be forfeited unless certain affiliates of Sponsor as may be approved by LTC from time to time participate in the PIPE Financing, and another 10% of the Sponsor Shares will remain unvested at the Closing and become vested upon the commencement or official announcement of the Business Collaboration.

Recommendation to LCAA Shareholders

LCAA Board believes that each of the proposals to be presented at the Extraordinary General Meeting is fair to, and in the best interests of, LCAA and unanimously recommends that its shareholders vote "FOR" the Business Combination Proposal, "FOR" the Merger Proposal and "FOR" the Adjournment Proposal, if presented.

Emerging Growth Company

Each of LCAA and LTC is, and consequently, following the Business Combination, the combined company will be, an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). As such, the combined company will be eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), reduced disclosure obligations regarding executive compensation in their periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. If some investors find the combined company's securities less attractive as a result, there may be a less active trading market for the combined company's securities and the prices of the combined company's securities may be more volatile.

The JOBS Act also provides that an emerging growth company does not need to comply with any new or revised financial accounting standards until such date that a private company is otherwise required to comply with such new or revised accounting standards. Pursuant to the JOBS Act, the combined company has elected to take advantage of the benefits of this extended transition period for complying with new or revised accounting standards as required when they are adopted for public companies. As a result, the combined company's operating results and financial statements may not be comparable to the operating results and financial statements of other companies who have adopted the new or revised accounting standards.

The combined company will remain an emerging growth company until the earlier of: (i) the last day of the fiscal year (a) following the fifth anniversary of the IPO, (b) in which LTC has total annual gross revenue of at least US$1.235 billion, or (c) in which the combined company is deemed to be a large accelerated filer, which means the market value of the combined company's common equity that is held by non-affiliates exceeds US$700 million as of the last business day of its most recently completed second fiscal quarter; and (ii) the date on which the combined company has issued more than US$1.00 billion in non-convertible debt securities during the prior three-year period. References herein to "emerging growth company" have the meaning associated with it in the JOBS Act.

Foreign Private Issuer

LTC is a foreign private issuer within the meaning of the rules under the Exchange Act and, as such, LTC is permitted to follow the corporate governance practices of its home country, the Cayman Islands, in lieu of the corporate governance standards of Nasdaq applicable to U.S. domestic companies. For example, LTC is not required to have a majority of the board consisting of independent directors nor have a compensation committee or a nominating and corporate governance committee consisting entirely of independent directors. As a result, LTC's shareholders may not have the same protection afforded to shareholders of U.S. domestic companies that are subject to Nasdaq corporate governance requirements. As a foreign private issuer, LTC is also subject to reduced disclosure requirements and are exempt from certain provisions of the U.S. securities rules and regulations applicable to U.S. domestic issuers such as the rules regulating solicitation of proxies and certain insider reporting and short-swing profit rules.

Controlled Company

By virtue of being a controlled company under Nasdaq listing rules, LTC may elect not to comply with certain Nasdaq corporate governance requirements, including that:

- a majority of board of directors must be independent directors;
- the compensation and nominating committees composed solely of independent directors;

- the compensation of executive officers determined by a majority of the independent directors or a compensation committee composed solely of independent directors; and
- director nominees selected or recommended to the board of directors for selection, either by a majority of the independent directors, or a nominating committee composed solely of independent directors.

LTC intends to rely on all of the foregoing exemptions available to a "controlled company." As a result, its shareholders will not have the same protections afforded to shareholders of companies that are subject to all of Nasdaq's corporate governance requirements.

Material U.S. Federal Income Tax Considerations

For a description of material U.S. federal income tax consequences of the Business Combination, the exercise of redemption rights in respect of LCAA Public Shares and the ownership and disposition of LTC Ordinary Shares, please see "Material Tax Considerations — Material U.S. Federal Income Tax Considerations to U.S. Holders."

Anticipated Accounting Treatment

LTC has determined that it is the accounting acquirer based on its evaluation of the facts and circumstances of the acquisition. The purpose of the merger was to assist LTC with the refinancing and recapitalization of its business. LTC is the larger of the two entities and is the operating company within the combining companies. LTC will have control of the board as it will hold a majority of the seats on the board of directors with LCAA only taking one seat in the board members after the Mergers. LTC's senior management will be continuing as senior management of the combined company. In addition, a larger portion of the voting rights in the combined entity will be held by existing LTC's shareholders.

As LTC was determined to be the acquirer for accounting purposes, the accounting for the transaction will be similar to that of a capital infusion as the only significant pre-combination asset of LCAA is the cash in the Trust Account. No intangibles or goodwill will arise through the accounting for the transaction. The accounting is the equivalent of LTC issuing shares and warrants for the net monetary assets of LCAA.

Risk Factor Summary

You should consider all the information contained in this proxy statement/prospectus in deciding how to vote for the proposals presented in this proxy statement/prospectus. In particular, you should consider the risk factors described under "Risk Factors" beginning on page 64 of this proxy statement/prospectus. Such risks include, but are not limited to:

Risks Relating to Our Business and Industry

- The automotive market is highly competitive, and we may not be successful in competing in this industry.
- Our reliance on a variety of arrangements with Geely Holding, including agreements related to research and development, procurement, manufacturing, and engineering, could subject us to risks.
- We may not succeed in continuing to maintain and strengthen our brand, and our brand and reputation could be harmed by negative publicity with respect to us, our directors, officers, employees, shareholders, peers, business partners, or our industry in general.
- We have a limited operating history and our ability to develop, manufacture, and deliver automobiles of high quality and appeal to customers, on schedule, and on a large scale is unproven and still evolving.
- We have not been profitable and had negative net cash flows from operations. If we do not effectively manage our cash and other liquid financial assets, execute our plan to increase profitability and obtain additional financing, we may not be able to continue as a going concern.
- Forecasts and projections of our operating and financial results relies in large part upon assumptions and analyses developed by our management. If these assumptions or analyses prove to be incorrect, our actual operating results may be materially different from those forecasted or projected.

- We have received a limited number of orders for Eletre, some of which may be cancelled by customers despite their deposit payment and online confirmation.
- We currently depend on revenues generated from a limited number of vehicle models.

Risks Relating to Our Corporate Structure

- If the PRC government determines that our contractual arrangements with the VIE do not comply with regulatory restrictions in mainland China on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.
- We rely on contractual arrangements with the VIE and its shareholders to exercise control over our business, which may not be as effective as direct ownership in providing operational control.

Risks Relating to Doing Business in China

- Failure to meet the PRC government's complex regulatory requirements on our business operation could result in a material adverse change in our operations and the value of our securities.
- We may be adversely affected by the complexity, uncertainties and changes in regulations of mainland China on automotive as well as internet-related businesses and companies.
- The approval of and filing with the CSRC or other PRC government authorities may be required in connection with this Business Combination or our listing under laws of mainland China, and, if so required, we cannot predict whether or when we will be able to obtain such approval or complete such filing, and even if we obtain such approval, it could be rescinded. Any failure to or delay in obtaining such approval or complying with such filing requirements in relation to offering, or a rescission of such approval, could subject us to sanctions imposed by the CSRC or other PRC government authorities.
- The PCAOB had historically been unable to inspect our auditor in relation to their audit work.
- Our securities may be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of our securities, or the threat of their being delisted, may materially and adversely affect the value of your investment.

Risks Relating to Intellectual Property and Legal Proceedings

- We may need to defend ourselves against intellectual property right infringement, misappropriation, or other claims, which may be time-consuming and would cause us to incur substantial costs.
- We may not be able to prevent others from unauthorized use of our intellectual property, which could harm our business and competitive position.
- As our patents may expire and may not be extended, our patent applications may not be granted, and our patent rights may be contested, circumvented, invalidated, or limited in scope, our patent rights may not protect us effectively. In particular, we may not be able to prevent others from developing or exploiting competing technologies, which could materially and adversely affect our business, financial condition, and results of operations.

For additional detail on these and other risks, see "Risk Factors" starting on page 64 of this proxy statement/prospectus.

SELECTED HISTORICAL FINANCIAL DATA OF LOTUS TECH

The following tables present the selected combined and consolidated financial data of Lotus Tech. Lotus Tech prepares its combined and consolidated financial statements in accordance with U.S. GAAP. The selected combined statements of comprehensive loss data for the year ended December 31, 2021, the selected combined balance sheet data as of December 31, 2021, and the selected combined statement of cash flows data for the year ended December 31, 2021 have been derived from Lotus Tech's audited combined financial statements for the year ended December 31, 2021, which are included elsewhere in this proxy statement/prospectus. The selected combined and consolidated statements of comprehensive loss data for the nine months ended September 30, 2021 and 2022, the selected combined and consolidated balance sheet data as of September 30, 2022, and the selected combined and consolidated statements of cash flows data for the nine months ended September 30, 2021 and 2022 have been derived from Lotus Tech's unaudited condensed combined and consolidated financial statements for the nine months ended September 30, 2021 and 2022, which are included elsewhere in this proxy statement/prospectus and have been prepared on the same basis as Lotus Tech's audited combined financial statements and include all adjustments, consisting only of ordinary and recurring adjustments, that Lotus Tech considers necessary for a fair statement of its financial position and results of operations for the periods presented. Lotus Tech's historical results for any prior period are not necessarily indicative of results expected in any future period.

The financial data set forth below should be read in conjunction with, and is qualified by reference to "Lotus Tech's Management's Discussion and Analysis of Financial Condition and Results of Operations" and the combined and consolidated financial statements and notes thereto included elsewhere in this proxy statement/prospectus.

Selected Combined and Consolidated Statements of Comprehensive Loss Data

	For the Year Ended December 31, 2021		For the Nine Months Ended September 30,			
			2021		2022	
	US$	%	US$	%	US$	%
	(in thousands, except percentages)					
Revenues						
Sales of goods	369	10.0	—	—	702	19.2
Service revenues	3,318	90.0	2,325	100.0	2,955	80.8
Total revenues	**3,687**	**100.0**	**2,325**	**100.0**	**3,657**	**100.0**
Cost of revenues						
Cost of goods sold	(331)	(9.0)	—	—	(588)	(16.1)
Cost of services	(2,799)	(75.9)	(1,993)	(85.7)	(1,906)	(52.1)
Total cost of revenues	**(3,130)**	**(84.9)**	**(1,993)**	**(85.7)**	**(2,494)**	**(68.2)**
Gross profit	**557**	**15.1**	**332**	**14.3**	**1,163**	**31.8**
Operating expenses and income:						
Research and development expenses	(511,364)	(13,869.4)	(410,707)	(17,664.8)	(215,538)	(5,893.8)
Selling and marketing expenses	(38,066)	(1,032.4)	(16,040)	(689.9)	(68,705)	(1,878.7)
General and administrative expenses	(54,763)	(1,485.3)	(29,267)	(1,258.8)	(104,098)	(2,846.5)
Government grants	490,694	13,308.8	410,388	17,651.1	55,985	1,530.8
Total operating expenses	**(113,499)**	**(3,078.3)**	**(45,626)**	**(1,962.4)**	**(332,356)**	**(9,088.2)**
Operating losses	**(112,942)**	**(3,063.2)**	**(45,294)**	**(1,948.1)**	**(331,193)**	**(9,056.4)**
Interest expenses	(3,615)	(98.0)	(170)	(7.3)	(8,394)	(229.5)
Interest income	6,219	168.7	4,435	190.8	9,187	251.2
Investment income (loss), net	2,229	60.5	—	—	(2,069)	(56.6)
Share of results of equity method investments	—	—	—	—	(1,323)	(36.2)
Foreign currency exchange gains (losses), net	798	21.6	567	24.3	(15,639)	(427.6)

	For the Year Ended December 31, 2021		For the Nine Months Ended September 30,			
			2021		2022	
	US$	%	US$	%	US$	%
	(in thousands, except percentages)					
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk.	(1,367)	(37.2)	—	—	(17,059)	(466.5)
Loss before income taxes	**(108,678)**	**(2,947.6)**	**(40,462)**	**(1,740.3)**	**(366,490)**	**(10,021.6)**
Income tax expense	(1,853)	(50.3)	(2,311)	(99.4)	(155)	(4.2)
Net loss	**(110,531)**	**(2,997.9)**	**(42,773)**	**(1,839.7)**	**(366,645)**	**(10,025.8)**

Selected Combined and Consolidated Balance Sheet Data

	As of December 31, 2021	As of September 30, 2022
	US$ (in thousands)	
Total current assets	1,025,573	773,147
Total non-current assets	291,738	403,984
Total assets	1,317,311	1,177,131
Total current liabilities	731,734	689,819
Total non-current liabilities	390,256	411,412
Total liabilities	1,121,990	1,101,231

Selected Combined and Consolidated Statement of Cash Flows Data

	For the Year Ended December 31, 2021	For the Nine Months Ended September 30,	
		2021	2022
	US$	US$	US$
	(in thousands)		
Net cash used in operating activities	(126,505)	(8,986)	(228,104)
Net cash provided by (used in) investing activities	244,476	223,162	(98,107)
Net cash provided by financing activities	364,853	151,440	576,884
Effect of exchange rate changes on cash and restricted cash	2,943	(1,281)	(65,613)
Net increase in cash and restricted cash	485,767	364,335	185,060
Cash and restricted cash at the beginning of the period	45,685	45,685	531,452
Cash and restricted cash at the end of the period	531,452	410,020	716,512

The following tables present Lotus Tech's condensed consolidating schedule depicting the combined statement of comprehensive loss for the fiscal year ended December 31, 2021 and condensed consolidated statement of comprehensive loss for the nine months ended September 30, 2022.

	Nine Months Ended September 30, 2022					
	(in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
Revenues	—	19,436	—	6,162	(21,941)[1]	3,657
Cost of revenues	—	(18,508)	—	(4,434)	20,448[1]	(2,494)
Gross profit	**—**	**928**	**—**	**1,728**	**(1,493)**	**1,163**
Total operating expenses	(10,699)	(98,728)	(9,137)	(215,285)	1,493[1]	(332,356)
Operating loss	**(10,699)**	**(97,800)**	**(9,137)**	**(213,557)**	**—**	**(331,193)**
Interest expenses	—	(8,282	—	(112	—	(8,394
Interest income	1,633	5,301)	773	1,480)	—	9,187)
Investment loss, net	(2,652)	—	583	—	—	(2,069)
Share of results of equity method investments	(338,394)	—	(1,087)	(236)	338,394[2]	(1,323)
Foreign currency exchange gains (losses), net	(16,392)	(485)	—	1,238	—	(15,639)
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk	—	(10,855)	(6,204)	—	—	(17,059)
Loss before income taxes	**(366,504)**	**(112,121)**	**(15,072)**	**(211,187)**	**338,394**	**(366,490)**
Income tax expense	—	—	(117)	(38)	—	(155)
Net loss	**(366,504)**	**(112,121)**	**(15,189)**	**(211,225)**	**338,394**	**(366,645)**
Less: Net loss attributable to noncontrolling interests	—	—	(141)	—	—	(141)
Net loss attributable to ordinary shareholders	**(366,504)**	**(112,121)**	**(15,048)**	**(211,225)**	**338,394**	**(366,504)**
Net loss	**(366,504)**	**(112,121)**	**(15,189)**	**(211,225)**	**338,394**	**(366,645)**
Fair value changes of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes due to instrument-specific credit risk, net of nil income taxes	834	754	80	—	(834)[2]	834
Foreign currency translation adjustment, net of nil income taxes	17,083	600	(2,004)	(4,612)	6,018[2]	17,085
Total other comprehensive income (loss)	**17,917**	**1,354**	**(1,924)**	**(4,612)**	**5,184**	**17,919**
Less: Total comprehensive loss attributable to noncontrolling interests	—	—	(139)	—	—	(139)
Total comprehensive loss attributable to ordinary shareholders	**(348,587)**	**(110,767)**	**(16,974)**	**(215,837)**	**343,578**	**(348,587)**

	Year Ended December 31, 2021					
	(in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
Revenues	—	15,720	—	4,623	(16,656)[1]	3,687
Cost of revenues	—	(14,739)	—	(4,221)	15,830[1]	(3,130)
Gross profit	**—**	**981**	**—**	**402**	**(826)**	**557**
Total operating expenses	(263)	(56,892)	(7,914)	(49,256)	826[1]	(113,499)
Operating loss	**(263)**	**(55,911)**	**(7,914)**	**(48,854)**	**—**	**(112,942)**
Interest expenses	—	(3,391)	—	(224)	—	(3,615)
Interest income	—	4,497	330	1,392	—	6,219
Investment income	—	2,229	—	—	—	2,229
Foreign currency exchange gains (losses), net	2,124	(1,328)	—	2	—	798
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk.	—	(1,065)	(302)	—	—	(1,367)
Share of results of equity method investments	(112,392)	—	—	—	112,392[2]	—
Loss before income taxes	**(110,531)**	**(54,969)**	**(7,886)**	**(47,684)**	**112,392**	**(108,678)**
Income tax expense	—	—	(851)	(1,002)	—	(1,853)
Net loss	**(110,531)**	**(54,969)**	**(8,737)**	**(48,686)**	**112,392**	**(110,531)**
Fair value changes of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes due to instrument-specific credit risk, net of nil income taxes	119	132	(13)	—	(119)[2]	119
Foreign currency translation adjustment, net of nil income taxes	(843)	1,090	833	(1,579)	(344)[2]	(843)
Total other comprehensive loss	**(724)**	**1,222**	**820**	**(1,579)**	**(463)**	**(724)**
Total comprehensive loss	**(111,255)**	**(53,747)**	**(7,917)**	**(50,265)**	**111,929**	**(111,255)**

Notes:

(1) Represents the elimination of the intercompany transactions and service charges at the consolidation level.

(2) Represents the elimination on share of comprehensive loss that the LTC picked up from its consolidated entities.

The following tables present Lotus Tech's condensed consolidating schedule depicting the combined balance sheet as of December 31, 2021 and condensed consolidated balance sheet as of September 30, 2022.

	As of September 30, 2022					
	(in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
ASSETS						
Current assets						
Cash	184,588	334,582	96,773	99,265	—	715,208
Restricted cash	—	1,304	—	—	—	1,304
Short-term investments – related parties	10,000	—	—	—	—	10,000
Accounts receivable – related parties, net of nil allowance for doubtful accounts	—	423	—	2,088	—	2,511
Inventories	—	—	—	1,667	—	1,667
Prepayments and other current assets – third parties	—	7,309	1,212	26,840	—	35,361
Prepayments and other current assets – related parties	—	4	—	7,092	—	7,096
Amounts due from inter-companies	5,610	38,266	5	7,559	(51,440)[1]	—
Total current assets	**200,198**	**381,888**	**97,990**	**144,511**	**(51,440)**	**773,147**
Non-current assets						
Equity investments	—	—	714	907	—	1,621
Property, equipment and software, net	—	71,697	4,630	64,633	—	140,960
Intangible assets	—	—	—	116,271	—	116,271
Operating lease right-of-use assets	—	84,465	10,942	46,489	—	141,896
Other non-current assets	—	1,426	203	1,607	—	3,236
Investments in consolidated entities	—	211,550	—	116,385	(327,935)[2]	—
Total non-current assets	**—**	**369,138**	**16,489**	**346,292**	**(327,935)**	**403,984**
Total assets	**200,198**	**751,026**	**114,479**	**490,803**	**(379,375)**	**1,177,131**
LIABILITIES						
Current Liabilities						
Short-term borrowings – third parties	—	—	—	28,170	—	28,170
Accounts payable – third parties	—	—	—	6	—	6
Accounts payable – related parties	—	—	—	171	—	171
Contract liabilities – third parties	—	—	—	2,890	—	2,890
Operating lease liabilities – third parties	—	5,704	288	7,004	—	12,996
Operating lease liabilities – related parties	—	—	—	723	—	723
Accrued expenses and other current liabilities – third parties	—	72,450	6,555	90,172	—	169,177

	As of September 30, 2022					
	(in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
Accrued expenses and other current liabilities – related parties	—	3,494	144	57,681	—	61,319
Exchangeable notes	—	404,625	—	—	—	404,625
Mandatorily redeemable noncontrolling interest	—	—	9,742	—	—	9,742
Amounts due to inter-companies	—	2,342	9,775	39,323	(51,440)[1]	—
Total current liabilities	**—**	**488,615**	**26,504**	**226,140**	**(51,440)**	**689,819**
Non-current liabilities						
Contract liabilities – third parties	—	—	—	58	—	58
Operating lease liabilities – third parties	—	46,406	917	37,892	—	85,215
Operating lease liabilities – related parties	—	185	—	—	—	185
Convertible notes	—	—	72,302	—	—	72,302
Deferred tax liabilities	—	—	—	117	—	117
Deferred income	—	253,528	—	—	—	253,528
Other non-current liabilities	—	—	—	7	—	7
Share of losses in excess of investments in consolidated entities	124,298	—	—	—	(124,298)[2]	—
Total non-current liabilities	**124,298**	**300,119**	**73,219**	**38,074**	**(124,298)**	**411,412**
Total liabilities	**124,298**	**788,734**	**99,723**	**264,214**	**(175,738)**	**1,101,231**
Total mezzanine equity	**176,776**	**—**	**—**	**—**	**—**	**176,776**
SHAREHOLDERS' EQUITY (DEFICIT)						
Ordinary shares	21	85,009	155	233,149	(318,313)[2]	21
Additional paid-in capital	404,160	42,705	39,672	269,642	(352,019)[2]	404,160
Receivable from shareholders	(33,575)	—	—	—	—	(33,575)
Accumulated other comprehensive income (loss)	17,848	2,564	(1,296)	(4,903)	3,635[2]	17,848
Accumulated deficit	(489,340)	(167,986)	(23,786)	(271,299)	463,071[2]	(489,340)
Total shareholders' equity (deficit) attributable to ordinary shareholders	**(100,886)**	**(37,708)**	**14,745**	**226,589**	**(203,626)**	**(100,886)**
Noncontrolling interests	10	—	11	—	(11)[2]	10
Total shareholders' equity (deficit)	**(100,876)**	**(37,708)**	**14,756**	**226,589**	**(203,637)**	**(100,876)**
Total liabilities, mezzanine equity and shareholders' equity (deficit)	**200,198**	**751,026**	**114,479**	**490,803**	**(379,375)**	**1,177,131**

	As of December 31, 2021					
	(in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
ASSETS						
Current assets						
Cash	81,749	308,350	49,094	92,259	—	531,452
Derivative assets	—	2,256	—	—	—	2,256
Accounts receivable – related parties, net of nil allowance for doubtful accounts	—	471	—	5,409	—	5,880
Inventories	—	—	—	1,983	—	1,983
Prepayments and other current assets – third parties	—	1,555	389	47,431	—	49,375
Prepayments and other current assets – related parties	—	—	—	434,627	—	434,627
Amounts due from inter-companies	—	27,325	—	2,667	(29,992)[1]	—
Total current assets	**81,749**	**339,957**	**49,483**	**584,376**	**(29,992)**	**1,025,573**
Non-current assets						
Property, equipment and software, net	—	23,787	—	35,410		59,197
Intangible assets	—	—	—	116,121	—	116,121
Operating lease right-of-use assets	—	42,253	11,995	53,985	—	108,233
Other non-current assets	—	401	81	7,705	—	8,187
Investments in combined entities	137,017	111,858	—	116,385	(365,260)[2]	—
Total non-current assets	**137,017**	**178,299**	**12,076**	**329,606**	**(365,260)**	**291,738**
Total assets	**218,766**	**518,256**	**61,559**	**913,982**	**(395,252)**	**1,317,311**
LIABILITIES						
Current Liabilities						
Short-term borrowings – related parties	—	—	—	11,269	—	11,269
Contract liabilities – third parties	—	—	—	6	—	6
Operating lease liabilities – third parties	—	1,744	242	7,514	—	9,500
Operating lease liabilities – related parties	—	—	—	788	—	788
Accrued expenses and other current liabilities – third parties	—	35,469	11,304	64,940	—	111,713
Accrued expenses and other current liabilities – related parties	—	4,276	—	437,724		442,000
Exchangeable notes	—	126,420	—	—	—	126,420
Convertible notes	23,445	—	—	—	—	23,445
Mandatorily redeemable noncontrolling interest	—	—	6,593	—	—	6,593
Amounts due to inter-companies	—	1,262	12,158	16,572	(29,992)[1]	—
Total current liabilities	**23,445**	**169,171**	**30,297**	**538,813**	**(29,992)**	**731,734**

	As of December 31, 2021 (in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
Non-current liabilities						
Contract liabilities – third parties	—	—	—	1,930	—	1,930
Operating lease liabilities – third parties	—	1,986	773	44,879	—	47,638
Deferred tax liabilities	—	—	—	141	—	141
Deferred income	—	282,322	—	57,974	—	340,296
Other non-current liabilities	—	—	—	251	—	251
Total non-current liabilities	**—**	**284,308**	**773**	**105,175**	**—**	390,256
Total liabilities	**23,445**	**453,479**	**31,070**	**643,988**	**(29,992)**	**1,121,990**
SHAREHOLDERS' EQUITY						
Ordinary shares	22	85,009	155	111,521	(196,685)[2]	22
Additional paid-in capital	424,414	34,423	38,442	218,838	(291,703)[2]	424,414
Receivable from shareholders	(106,210)	—	—	—	—	(106,210)
Accumulated other comprehensive loss	(69)	1,210	630	(291)	(1,549)[2]	(69)
Accumulated deficit	(122,836)	(55,865)	(8,738)	(60,074)	124,677[2]	(122,836)
Total shareholders' equity	**195,321**	**64,777**	**30,489**	**269,994**	**(365,260)**	**195,321**
Total liabilities and shareholders' equity	**218,766**	**518,256**	**61,559**	**913,982**	**(395,252)**	**1,317,311**

Notes:

(1) Represents the elimination of intercompany balances among the LTC, the WFOE, the VIE and its subsidiaries and other subsidiaries.

(2) Represents the elimination of investments among the LTC, the WFOE, the VIE and its subsidiaries and other subsidiaries.

The following tables present Lotus Tech's condensed consolidating schedule depicting the combined statement of cash flows for the fiscal year ended December 31, 2021 and condensed consolidated statement of cash flows for the nine months ended September 30, 2022 of LTC, the WFOE, the VIE, other subsidiaries, and corresponding eliminating adjustments separately.

	Nine Months Ended September 30, 2022 (in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
Operating activities:						
Net cash used in operating activities	**(3,220)**	**(115,927)**	**(2,124)**	**(106,833)**	**—**	**(228,104)**
Investing activities:						
Payments for purchases of property, equipment and software and intangible assets	—	(54,573)	(326)	(27,831)	—	(82,730)
Proceeds from disposal of property, equipment and software	—	145	—	808	—	953
Payments for purchases of short-term investments	(10,000)	—	(181,030)	—	—	(191,030)
Proceeds from sales of short-term investments	—	—	178,455	—	—	178,455

	Nine Months Ended September 30, 2022					
	(in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
Payment upon settlement of derivative instruments	—	(641)	—	—	—	(641)
Payments for investments in equity investees	—	—	(1,920)	(1,194)	—	(3,114)
Loans to an intercompany	(5,876)	—	—	—	5,876[1]	—
Proceeds from collection of advances from an intercompany	—	10,611	—	—	(10,611)[2]	—
Cash contribution to consolidated entities	(64,721)	(122,779)	—	—	187,500[3]	—
Net cash used in investing activities	**(80,597)**	**(167,237)**	**(4,821)**	**(28,217)**	**182,765**	**(98,107)**
Financing activities:						
Proceeds from issuance of ordinary shares	66,859	—	1,509	—	—	68,368
Proceeds from issuance of Series Pre-A Preferred Shares	129,681	—	—	—	—	129,681
Proceeds from issuance of convertible notes	—	—	75,037	—	—	75,037
Proceeds from issuance of exchangeable notes	—	307,172	—	—	—	307,172
Refundable deposits in connection with the issuance of Series A Preferred Shares	—	28,945	—	—	—	28,945
Consideration payment in connection with reorganization	—	—	—	(50,794)	—	(50,794)
Capital contribution by noncontrolling interests	—	—	149	—	—	149
Repayment of loans from a related party	—	—	—	(9,844)	—	(9,844)
Proceeds from bank loans	—	—	—	28,170	—	28,170
Proceeds from loans borrowed from an intercompany	—	—	—	5,876	(5,876)[1]	—
Repayment of advances from an intercompany	—	—	(10,611)	—	10,611[2]	—
Cash contributed by the respective parent companies	—	—	—	187,500	(187,500)[3]	—
Net cash provided by financing activities	**196,540**	**336,117**	**66,084**	**160,908**	**(182,765)**	**576,884**
Effect of exchange rate changes on cash and restricted cash	(9,884)	(25,417)	(11,460)	(18,852)	—	(65,613)
Net increase in cash and restricted cash	**102,839**	**27,536**	**47,679**	**7,006**	**—**	**185,060**
Cash and restricted cash at the beginning of the period	81,749	308,350	49,094	92,259	—	531,452
Cash and restricted cash at the end of the period	**184,588**	**335,886**	**96,773**	**99,265**	**—**	**716,512**

	Year Ended December 31, 2021 (in thousands)					
	LTC	WFOE	The VIE and its subsidiaries	Other Subsidiaries	Elimination adjustments	Consolidated
Operating activities:						
Net cash used in operating activities	**(997)**	**(77,377)**	**(7,993)**	**(40,138)**	**—**	**(126,505)**
Investing activities:						
Payments for purchases of property, equipment and software and intangible assets	—	(13,845)	—	(20,745)	—	(34,590)
Proceeds from disposal of property, equipment and software	—	14	—	—	—	14
Receipt of government grant related to assets	—	279,052	—	—	—	279,052
Advances to an intercompany	—	(11,055)	—	—	11,055[(2)]	—
Cash contribution to consolidated entities	—	(108,898)	—	—	108,898[(3)]	—
Net cash provided by (used in) investing activities	**—**	**145,268**	**—**	**(20,745)**	**119,953**	**244,476**
Financing activities:						
Proceeds from issuance of ordinary shares	58,631	100,690	38,597	—	—	197,918
Proceeds from issuance of convertible notes	23,445	—	—	—	—	23,445
Proceeds from issuance of exchangeable notes	—	125,039	—	—	—	125,039
Proceeds from issuance of mandatorily redeemable noncontrolling interest	—	—	6,299	—	—	6,299
Capital contribution from shareholders	—	15,695	—	—	—	15,695
Dividends paid to a shareholder	—	—	—	(1,880)	—	(1,880)
Consideration payment in connection with reorganization under common control	—	(1,663)	—	—	—	(1,663)
Proceeds from advances from an intercompany	—	—	11,055	—	(11,055)[(2)]	—
Cash contributed by the respective parent company	—	—	—	108,898	(108,898)[(3)]	—
Net cash provided by financing activities	**82,076**	**239,761**	**55,951**	**107,018**	**(119,953)**	**364,853**
Effect of exchange rate changes on cash	670	698	1,136	439	—	2,943
Net increase in cash	**81,749**	**308,350**	**49,094**	**46,574**	**—**	**485,767**
Cash at the beginning of the year	—	—	—	45,685	—	45,685
Cash at the end of the year	**81,749**	**308,350**	**49,094**	**92,259**	**—**	**531,452**

Notes:

(1) For the nine months ended September 30, 2022, the LTC provided loans in the amount of US$5.9 million to its subsidiary, Lotus Tech UK. The transaction was eliminated upon consolidated.

(2) For the year ended December 31, 2021, the WFOE paid advances of US$11.1 million to the VIE. For the nine months ended September 30, 2022, the WFOE collected the advances of US$10.6 million from the VIE. These transactions were eliminated as intercompany transactions upon preparation of the consolidated information.

(3) For the year ended December 31, 2021, the WFOE made capital contribution of US$108.9 million to its consolidated entities. For the nine months ended September 30, 2022, the LTC made capital contribution of US$64.7 million to its consolidated entities, and the WFOE made capital contribution of US$122.8 million to its consolidated entities. The cash transfer were eliminated upon consolidated.

Non-GAAP Financial Measures

Lotus Tech uses adjusted net loss and adjusted EBITDA in evaluating its operating results and for financial and operational decision-making purposes. Adjusted net loss represents net loss excluding share-based compensation expenses, and such adjustment has no impact on income tax. Lotus Tech defines adjusted EBITDA as net income excluding interest income, income tax expenses, depreciation of property, equipment and software, and share-based compensation expenses.

Lotus Tech presents these non-GAAP financial measures because they are used by Lotus Tech's management to evaluate its operating performance and formulate business plans. Lotus Tech believes that adjusted net loss and adjusted EBITDA help identify underlying trends in Lotus Tech's business that could otherwise be distorted by the effect of certain expenses that are included in net loss. Lotus Tech also believes that the use of the non-GAAP measures facilitates investors' assessment of its operating performance. Lotus Tech believes that adjusted net loss and adjusted EBITDA provide useful information about its operating results, enhance the overall understanding of its past performance and future prospects and allow for greater visibility with respect to key metrics used by its management in its financial and operational decision making.

Adjusted net loss and adjusted EBITDA should not be considered in isolation or construed as alternatives to net loss or any other measures of performance or as indicators of Lotus Tech's operating performance. Investors are encouraged to compare Lotus Tech's historical adjusted net loss and adjusted EBITDA to the most directly comparable GAAP measure, net loss. Adjusted net loss and adjusted EBITDA presented here may not be comparable to similarly titled measures presented by other companies. Other companies may calculate similarly titled measures differently, limiting their usefulness as comparative measures to Lotus Tech's data. Lotus Tech encourages investors and others to review its financial information in its entirety and not rely on a single financial measure.

The table below sets forth a reconciliation of Lotus Tech's net loss to adjusted net loss and adjusted EBITDA for the periods indicated:

	For the Year Ended December 31, 2021	For the Nine Months Ended September 30,	
		2021	2022
	US$	US$	US$
		(in thousands)	
Net loss	**(110,531)**	**(42,773)**	**(366,645)**
Share-based compensation expenses	—	—	10,625
Adjusted net loss	**(110,531)**	**(42,773)**	**(356,020)**
Net Loss	**(110,531)**	**(42,773)**	**(366,645)**
Interest expenses	3,615	170	8,394
Interest income	(6,219)	(4,435)	(9,187)
Income tax expenses	1,853	2,311	155
Share-based compensation expenses	—	—	10,625
Depreciation	2,056	967	5,492
Adjusted EBITDA	**(109,226)**	**(43,760)**	**(351,166)**

SELECTED HISTORICAL FINANCIAL DATA OF LCAA

LCAA is providing the following selected historical financial information to assist you in your analysis of the financial aspects of the Business Combination. LCAA's balance sheet data as of September 30, 2022 and December 31, 2021 along with the statement of operations data for the nine months ended September 30, 2022, for the period from January 5, 2021 (inception) through September 30, 2021 (unaudited), and for the period from January 5, 2021 (inception) through December 31, 2021 are derived from LCAA's financial statements included elsewhere in this proxy statement/prospectus.

The information is only a summary and should be read in conjunction with LCAA's financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations of LCAA" contained elsewhere in this proxy statement/prospectus. LCAA's historical results are not necessarily indicative of future results, and the results for any interim period are not necessarily indicative of the results that may be expected for a full fiscal year.

	September 30, 2022	December 31, 2021
	(Unaudited)	
ASSETS:		
Current assets		
Cash	$ 66,995	$ 591,197
Prepaid expenses	202,771	428,051
Total Current Assets	269,766	1,019,248
Prepaid expense – noncurrent	—	80,919
Marketable securities held in Trust Account	288,240,632	286,531,700
TOTAL ASSETS	**$288,510,398**	**$287,631,867**
Liabilities, Redeemable Ordinary Shares and Shareholders' Deficit		
Current liabilities		
Accounts payable and accrued expenses	$ 1,199,389	$ 309,736
Due to related party	1,509,830	30,000
Total Current Liabilities	2,709,219	339,736
Deferred underwriting fee	10,027,806	10,027,806
Warrant liability	601,483	11,879,289
Total Liabilities	**13,338,508**	**22,246,831**
COMMITMENTS AND CONTINGENCIES		
Class A ordinary shares subject to possible redemption, 28,650,874 shares at September 30, 2022 and December 31, 2021, respectively	288,240,632	286,531,700
SHAREHOLDERS' DEFICIT		
Preference shares, $0.0001 par value; 2,000,000 shares authorized; none issued and outstanding	—	—
Class A ordinary shares, $0.0001 par value; 200,000,000 shares authorized; none issued and outstanding (excluding 28,650,874 shares subject to possible redemption) at September 30, 2022 and December 31, 2021	—	—
Class B ordinary shares, $0.0001 par value; 20,000,000 shares authorized; 7,162,718 shares issued and outstanding at September 30, 2022 and December 31, 2021	717	717
Additional paid-in capital	—	—
Accumulated deficit	(13,069,459)	(21,147,381)
Total Shareholders' Deficit	**(13,068,742)**	**(21,146,664)**
TOTAL LIABILITIES AND SHAREHOLDERS' DEFICIT	**$288,510,398**	**$287,631,867**

	Nine Months Ended September 30, 2022	For the Period from January 5, 2021 (Inception) Through September 30, 2021	For the Period from January 5, 2021 (Inception) Through December 31, 2021
Formation and operating costs	$ 3,199,884	$ 578,966	$ 1,054,672
Loss from operations	**(3,199,884)**	**(578,966)**	**(1,054,672)**
Other income (expense):			
Interest earned on marketable securities held in Trust Account	1,708,932	16,904	22,958
Offering costs allocated to warrants	—	(695,493)	(695,493)
Change in fair value of warrant liability	11,277,806	8,568,615	7,215,278
Total other income, net	12,986,738	7,890,026	6,542,743
Net income	**$ 9,786,854**	**$ 7,311,060**	**$ 5,488,071**
Weighted average shares outstanding, Class A ordinary shares	28,650,874	21,179,617	23,083,649
Basic and diluted net income per share, Class A ordinary shares	$ 0.27	$ 0.26	$ 0.18
Weighted average shares outstanding, Class B ordinary shares	7,162,718	6,735,424	6,844,319
Basic and diluted net income per share, Class B ordinary shares	$ 0.27	$ 0.26	$ 0.18

SUMMARY UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following summary unaudited pro forma condensed combined financial information (the "Summary Pro Forma Information") of LCAA and LTC, gives effect to the transactions contemplated by the Business Combination and related transactions. The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses."

The unaudited pro forma condensed combined financial statements are based on the LCAA historical financial statements and LTC historical financial statements as adjusted to give effect to the Transactions. The unaudited pro forma condensed combined balance sheet gives pro forma effect to the Transactions as if they had been consummated on September 30, 2022. The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2022 and for the year ended December 31, 2021 gives effect to the Transactions as if they had occurred on January 1, 2021, the beginning of the earliest period presented.

The Summary Pro Forma Information has been derived from, and should be read in conjunction with, the more detailed unaudited pro forma condensed combined financial information included in the section titled "*Unaudited Pro Forma Condensed Combined Financial Information*" in this proxy statement/prospectus and the accompanying notes thereto. The unaudited pro forma condensed combined financial information is based upon, and should be read in conjunction with, the historical financial statements and related notes of LCAA and LTC for the applicable periods included in this proxy statement/prospectus. The Summary Pro Forma Information has been presented for informational purposes only and is not necessarily indicative of what the combined company's financial position or results of operations actually would have been had the Business Combination and related transactions been completed as of the dates indicated. In addition, the Summary Pro Forma Information does not purport to project the future financial position or operating results of the combined company following the reverse recapitalization.

The unaudited pro forma condensed combined financial information has been prepared using the assumptions below with respect to the potential redemption into cash of LCAA ordinary shares:

- **Scenario 1 — Assuming No Redemptions:** This presentation assumes that no LCAA Public Shareholder exercises redemption rights with respect to their Public Shares for a pro rata share of the funds in LCAA's Trust Account.
- **Scenario 2 — Assuming Maximum Redemptions:** This presentation assumes that LCAA Public Shareholders holding 28,650,874 LCAA Public Shares will exercise their redemption rights for US$288,241,000 of funds in the Trust Account. LCAA's obligations under the Merger Agreement are subject to certain customary closing conditions. Furthermore, LCAA will only proceed with the Business Combination if it will have net tangible assets of at least US$5,000,001 upon consummation of the Business Combination (as determined in accordance with Rule3a5l-l(g)(1) of the Exchange Act (or any successor rule)). This presentation does not take into account the Minimum Available Cash Condition.

(in thousands, except share and per share data)	Pro Forma Combined (Assuming No Redemptions)	Pro Forma Combined (Assuming Maximum Redemptions)
Summary Unaudited Pro Forma Condensed Combined Statement of Operations Data		
Nine Months Ended September 30, 2022		
Total revenue	$ 3,657	$ 3,657
Net loss attributable to ordinary shareholders	$ (364,636)	(364,636)
Weighted average shares outstanding – basic and diluted	603,057,226	574,406,352
Loss per ordinary shares – basic and diluted	$ (0.60)	$ (0.63)

(in thousands, except share and per share data)	Pro Forma Combined (Assuming No Redemptions)	Pro Forma Combined (Assuming Maximum Redemptions)
Summary Unaudited Pro Forma Condensed Combined		
Statement of Operations Data		
Year Ended December 31, 2021		
Total revenue	$ 3,687	$ 3,687
Net loss attributable to ordinary shareholders	$ (113,346)	(113,346)
Weighted average shares outstanding – basic and diluted	603,057,226	574,406,352
Loss per ordinary shares – basic and diluted	$ (0.19)	$ (0.20)

(in thousands, except share and per share data)	Pro Forma Combined (Assuming No Redemptions)	Pro Forma Combined (Assuming Maximum Redemptions)
Summary Unaudited Pro Forma Condensed Combined		
Balance Sheet Data as of September 30, 2022		
Total assets	$ 1,698,094	$ 1,414,881
Total liabilities	$ 913,942	$ 913,942
Total shareholders' equity attributable to ordinary shareholders	$ 784,142	$ 500,929

COMPARATIVE PER SHARE INFORMATION

The following table sets forth the per share data of each of LCAA and LTC on a stand-alone basis and the unaudited pro forma condensed combined per share data for the year ended December 31, 2021 and for the nine months ended September 30, 2022 and after giving effect to the Business Combination, prepare using the assumptions below:

- **Scenario 1 — Assuming No Redemptions:** This presentation assumes that no LCAA Public Shareholder exercises redemption rights with respect to their Public Shares for a pro rata share of the funds in LCAA's Trust Account.
- **Scenario 2 — Assuming Maximum Redemptions:** This presentation assumes that LCAA Public Shareholders holding 28,650,874 LCAA Public Shares will exercise their redemption rights for US$288,241,000 of funds in the Trust Account. LCAA's obligations under the Merger Agreement are subject to certain customary closing conditions. Furthermore, LCAA will only proceed with the Business Combination if it will have net tangible assets of at least US$5,000,001 upon consummation of the Business Combination (as determined in accordance with Rule3a5l-l(g)(1) of the Exchange Act (or any successor rule)). This presentation does not take into account the Minimum Available Cash Condition.

The per share data assume that the Recapitalization (as defined herein) is effective on January 1, 2021.

You should read the information in the following table in conjunction with the selected historical financial information summary included elsewhere in this proxy statement/prospectus, and the historical financial statements of LCAA and LTC and related notes that are included elsewhere in this proxy statement/prospectus. The unaudited LCAA and LTC pro forma combined per share information is derived from, and should be read in conjunction with, the unaudited pro forma condensed combined financial statements and related notes included elsewhere in this proxy statement/prospectus. See "Unaudited Pro forma Condensed Combined Financial Information."

The unaudited pro forma combined loss per share information below does not purport to represent the loss per share which would have occurred had the companies been combined during the periods presented, nor loss per share for any future date or period. The unaudited pro forma combined book value per share information below does not purport to represent what the value of LCAA and LTC would have been had the companies been combined during the periods presented.

(in thousands US$, except share and per share data, or otherwise noted)

			Pro Forma Combined	
	LTC	**LCAA**	**No Redemptions**	**Maximum Contractual Redemptions**
Nine Months Ended September 30, 2022				
Basic and diluted loss per ordinary share	(0.17)		(0.60)	(0.63)
Weighted average number of ordinary shares	2,150,066,178		603,057,226	574,406,352
Basic and diluted income per LCAA	—			
Class A ordinary shares		0.27		
Class B ordinary shares	—	0.27	—	—
Weighted Average number of LCAA	—	—	—	—
Class A ordinary shares		28,650,874		
Class B ordinary shares	—	7,162,718	—	—
Year Ended December 31, 2021				
Basic and diluted loss per ordinary share	(0.07)		(0.19)	(0.20)
Weighted average number of ordinary shares	1,508,588,219		603,057,226	574,406,352

			Pro Forma Combined	
	LTC	LCAA	No Redemptions	Maximum Contractual Redemptions
Basic and diluted income per LCAA	—			
Class A ordinary shares		0.18	—	—
Class B ordinary shares		0.18		
Weighted Average number of LCAA	—	—	—	—
Class A ordinary shares		23,083,649		
Class B ordinary shares	—	6,844,319	—	—

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This proxy statement/prospectus includes statements that express LCAA's and Lotus Tech's opinions, expectations, beliefs, plans, objectives, assumptions or projections regarding future events or future results of operations or financial condition and therefore are, or may be deemed to be, "forward-looking statements." These forward-looking statements include all matters that are not historical facts and can generally be identified by the use of forward-looking terminology, including the terms "believes," "estimates," "anticipates," "expects," "seeks," "projects," "intends," "plans," "is/are likely to," "potential," "may," "will" or "should" or, in each case, their negative or other variations or comparable terminology. They appear in a number of places throughout this proxy statement/prospectus and include statements regarding LCAA's and Lotus Tech's intentions, beliefs or current expectations concerning, among other things, the Business Combination, the benefits and synergies of the Business Combination, including anticipated cost savings, results of operations, financial condition, liquidity, prospects, growth, strategies, future market conditions or economic performance and developments in the capital and credit markets and expected future financial performance, the markets in which Lotus Tech operates as well as any information concerning possible or assumed future results of operations of the combined company after the consummation of the Business Combination.

Forward-looking statements involve a number of risks, uncertainties and assumptions, and actual results or events may differ materially from those projected or implied in those statements. Important factors that could cause such differences include, but are not limited to:

- Lotus Tech's unproven ability to compete in the highly competitive automotive market;
- Lotus Tech's reliance on a variety of arrangements with Geely Holding;
- Lotus Tech's unproven ability to maintain and strengthen the "Lotus" brand;
- Lotus Tech's limited operating history and unproven ability to develop, manufacture, and deliver high quality automobiles;
- Lotus Tech's historical negative net cash flows from operations and its unproven ability to adequately control the costs;
- Lotus Tech's limited number of orders for Eletre and its vehicle models;
- potential delays in the manufacturing and launch of Lotus Tech's vehicles;
- the complexity, uncertainties and changes in global regulations on automotive as well as internet-related businesses and companies, including regulations on homologations, safety, data protection and privacy, automated driving, environmental protection, recall, distribution, government incentives, batteries regulations, and end-of-life regulations;
- Lotus Tech's dependence on consumer's demand and willingness to adopt luxury electric vehicles;
- the rapidly evolving technology in automotive industry, and ongoing development and safety of autonomous driving technology;
- cost increases, disruptions or shortage in supply of raw materials, semiconductor chips or other components, and Lotus Tech's dependence on suppliers;
- Lotus Tech's unproven ability to expand physical sales network cost-efficiently;
- Lotus Tech's unproven ability to perform in line with customer expectations;
- challenges in providing charging solutions;
- business, regulatory, political, operational and financial risk in jurisdictions Lotus Tech operate;
- the number and percentage of LCAA shareholders voting against the Business Combination Proposal, the Merger Proposal and/or seeking redemption, the risk that the Business Combination may not be completed in a timely manner or at all, and the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement;
- failure to realize the anticipated benefits of the Business Combination; and

- other matters described in the section entitled "*Risk Factors*," and "*Lotus Tech's Management's Discussion and Analysis of Financial Condition and Results of Operations*."

LCAA and Lotus Tech caution you against placing undue reliance on forward-looking statements, which reflect current expectations and beliefs and are based on information currently available as of the date a forward-looking statement is made. Forward-looking statements set forth herein speak only as of the date of this proxy statement/prospectus. LCAA and Lotus Tech will not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. In the event that any forward-looking statement is updated, no inference should be made that LCAA or Lotus Tech will make additional updates with respect to that statement, related matters, or any other forward-looking statements. Any corrections or revisions and other important assumptions and factors that could cause actual results to differ materially from forward-looking statements, including discussions of significant risk factors, may appear, up to the consummation of the Business Combination, in LCAA's public filings with the SEC or, upon and following the consummation of the Business Combination, in LTC's public filings with the SEC, which are or will be (as appropriate) accessible at www.sec.gov, and which you are advised to consult. For additional information, please see the section entitled "*Where You Can Find More Information* ."

In addition, the Business Combination is subject to the satisfaction of the conditions to the completion of the Business Combination set forth in the Merger Agreement and the absence of events that could give rise to the termination of the Merger Agreement, the possibility that the Business Combination does not close, and risks that the proposed Business Combination disrupts current plans and operations and business relationships, or poses difficulties in attracting or retaining employees for Lotus Tech.

Market, ranking and industry data used throughout this proxy statement/prospectus, including statements regarding market size and market potential, is based on the good faith estimates of Lotus Tech's management, which in turn are based upon Lotus Tech's management's review of internal surveys, independent industry surveys and publications and other third-party research and publicly available information. These data involve a number of assumptions and limitations, and you are cautioned not to give undue weight to such estimates. While Lotus Tech is not aware of any misstatements regarding the industry data presented herein, its estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the headings "Risk Factors" and "Lotus Tech's Management's Discussion and Analysis of Financial Condition and Results of Operations" of this proxy statement/prospectus.

RISK FACTORS

If the Business Combination is completed, the combined company will operate in a market environment that is difficult to predict and that involves significant risks, many of which will be beyond its control. You should carefully consider the following risk factors, together with all of the other information included in this proxy statement/prospectus, before you decide whether to vote or instruct your vote to be cast to approve the proposals described in this proxy statement/prospectus.

The occurrence of one or more of the events or circumstances described in these risk factors, alone or in combination with other events or circumstances, may adversely affect the ability to complete or realize the anticipated benefits of the Business Combination, and may have a material adverse effect on the business, financial condition, results of operations, prospects and trading price of Lotus Tech following the Business Combination. The risks discussed below may not prove to be exhaustive and are based on certain assumptions made by LCAA and Lotus Tech, which later may prove to be incorrect or incomplete. LCAA and Lotus Tech may face additional risks and uncertainties that are not presently known to them, or that are currently deemed immaterial, but which may also ultimately have an adverse effect on any such party or on the Business Combination. If any of the events, contingencies, circumstances or conditions described in the following risks actually occur, the combined company's business, financial condition or results of operations could be seriously harmed. If that happens, the trading price of LTC Ordinary Shares or, if the Business Combination is not consummated, LCAA Public Shares, could decline, and you may lose part or all of the value of any LTC Ordinary Shares or LCAA Public Shares that you hold.

In this section, "Lotus Tech," "we," "us" or "our" refer to LTC and its subsidiaries, and, in the context of describing our operations and combined and consolidated financial information, also include the VIE and its subsidiaries.

Risks Relating to Our Business and Industry

The automotive market is highly competitive, and we may not be successful in competing in this industry.

The global automotive market is highly competitive and has historically been associated with significant barriers to entry, including large capital requirements for and investment costs of developing, designing, manufacturing and distributing vehicles, long lead times to bring vehicles to market from the concept and design stage, the need for specialized design and development expertise, regulatory requirements, establishing a brand name and image and the need to establish sales and service locations. We have strategically entered into the sustainable luxury BEV market in which a variety of added challenges to entry that a traditional automobile manufacturer would not encounter, including additional costs of developing and producing an electric powertrain that has comparable performance to a traditional gasoline engine in terms of range and power, inexperience with servicing electric vehicles, regulations associated with the transport of batteries, and the need to establish or provide access to sufficient charging locations and unproven high-volume customer demand for fully electric vehicles. We expect the sustainable luxury BEV market segment to become even more competitive in the future as additional players enter into this segment. We compete with competitors all around the world. Our vehicles also compete with ICE vehicles as well as new energy vehicles.

Many of our current and potential competitors, particularly international competitors, have significantly greater financial, technical, manufacturing, marketing, and other resources than we do and may be able to devote greater resources to the design, development, manufacturing, distribution, promotion, sale, and support of their products.

We expect competition in our industry to intensify in the future in light of increased demand and regulatory push for alternative fuel vehicles, continuing globalization and consolidation in the worldwide automotive industry. Factors affecting competition include, among others, brand recognition product quality and performance, technological innovation, product design and styling, pricing, safety, and customer service. Increased competition may lead to lower vehicle unit sales and increased inventory, which may adversely affect our business, financial condition, operating results, and prospects. Our ability to successfully overcome the industry barriers of and compete in our market will be fundamental to our future success in existing and new markets and our market share. There can be no assurance that we will be able to successfully overcome the industry barriers of and compete in our markets. If our competitors introduce new cars or services that successfully compete with or surpass the quality or performance of our cars or services at more competitive

prices, we may be unable to satisfy existing customers or attract new customers at such prices and levels and our business, financial condition, results of operations, and prospects will be affected.

Our reliance on a variety of arrangements with Geely Holding, including agreements related to research and development, procurement, manufacturing, and engineering, could subject us to risks.

We have entered into a variety of agreements, including agreements related to research and development, procurement, manufacturing, and engineering with our strategic partner, Geely Holding. Our reliance on these agreements subjects us to a number of significant risks, including the risk of being unable to operate as a standalone business, launch new vehicles, reach our development and production targets or focus our efforts on core areas of differentiation.

Of particular importance for our operations are the related party agreements with Geely Holding and its affiliate entities. These related party agreements include the Technology License Agreement, the Manufacture Cooperation Agreement, and the Supply of Framework Agreement, amongst other areas. These agreements are described in more detail in this proxy statement/prospectus under "— Certain Relationships and Related Person Transactions — Lotus Tech Relationships and Related Party Transactions." These partnerships permit us to benefit from Geely Holding's decades of experience investing in established auto-manufacturers while focusing our efforts on core areas of differentiation, such as design, research and development, performance, and rapid adoption of the latest technologies and sustainability solutions. We intend to continue to rely on our partnership with Geely Holding as part of our strategy.

Collaboration with Geely Holding for research and development, procurement, manufacturing, and engineering is subject to risks with respect to operations that are outside of our control. We currently rely and expect to continue to rely on our strategic partner, Geely Holding, in terms of research and development, procurement, manufacturing, and engineering with regard to our vehicles. We cannot provide any assurance as to whether our strategic partner will be able to develop efficient, automated, low-cost production capabilities and processes, and reliable sources of component supply that will enable us to meet the quality, price, engineering, design, and production standards, as well as the production volumes, required to successfully commercialize our vehicles. Even if our strategic partner is successful in developing high volume production capabilities and processes and reliably source its component supplies, no assurance can be given as to whether it will be able to do so in a manner that avoids significant delays and cost overruns, including as a result of factors beyond its and our control, such as problems with suppliers and vendors, or force majeure events, or in time to meet our commercialization schedules or to satisfy the requirements of existing and potential customers. Any failure to develop such production processes and capabilities within our projected costs and timelines could have a material and adverse effect on our business, results of operations, financial condition and prospects. There is risk of potential disputes with our strategic partner, and we could be affected by adverse publicity related to our strategic partner whether or not such publicity is related to their collaboration with us. Our ability to successfully build a luxury lifestyle vehicle brand could also be adversely affected by perceptions about the quality of our strategic partner's vehicles. In addition, although we are involved in each step of the supply chain and manufacturing process, given that we also rely on our strategic partner to meet our quality standards, there can be no assurance that we will successfully maintain quality standards.

If we are unable to maintain collaboration and partnership with Geely Holding, we may be unable to enter into new agreements with new third-party manufacturing partners on terms and conditions acceptable to us or at all, our ability to operate as a standalone business, produce vehicles, reach our development and production targets or focus our efforts on core areas of differentiation could be materially and adversely affected. Besides, we generated a portion of revenue from automotive design and development services provided to Geely Holding. If we are unable to maintain collaboration with Geely Holding, our financial performance would be directly and adversely affected. There can be no assurance that in such event we would be able to partner with other third parties to meet our needs on acceptable terms or at all. The expense and time required to complete any transition, and to assure that vehicles manufactured at facilities of new third party partners comply with our quality standards and regulatory requirements, may be greater than anticipated. Any of the foregoing could adversely affect our business, results of operations, financial condition, and prospects.

Furthermore, our supply chain efficiency also relies heavily on Geely Holding, largely attributable to its bargaining power derived from its volume and reputation. Failure to maintain agreements or partnership with

Geely Holding could adversely affect our relationships with suppliers and there is no assurance that in such event we would be able to maintain relationships with current suppliers or to secure new suppliers to meet our needs on comparable and acceptable terms. If neither we nor Geely Holding enters into longer-term supplier agreements with guaranteed pricing for our parts or components, we may be exposed to fluctuations in prices of components, materials and equipment. For more details, see "Risks Relating to Our Business and Industry — We are dependent on our suppliers, many of whom are our single source suppliers for the components they supply" and "Risks Relating to Our Business and Industry — We could experience cost increases or disruptions in supply of raw materials or other components used in our vehicles."

We may not succeed in continuing to maintain and strengthen our brand, and our brand and reputation could be harmed by negative publicity with respect to us, our directors, officers, employees, shareholders, peers, business partners, or our industry in general.

Our business and prospects will heavily depend on our ability to maintain and strengthen the "Lotus" brand associated with design, sustainability, and technological excellence. We obtained licenses from Group Lotus Limited to use the trademarks in the "Lotus" brand on lifestyle vehicles, parts and components. There is no assurance that Lotus Tech's BEV lifestyle vehicles will maintain and strengthen a reputation comparable to that of Lotus' ICE sports vehicle segment. If we fail to do so we may lose the opportunity to build a critical mass of customers. Promoting and positioning our brand will likely depend significantly on our ability to provide high quality vehicles and services and engage with our customers as intended, and we have limited experience in these areas. In addition, we expect that our ability to develop, maintain, and strengthen the brand will depend heavily on the success of our branding efforts. We market our brand through media, word-of-mouth, events, and advertising. Such efforts may not achieve the desired results. If we do not maintain and strengthen a strong brand, our business, financial condition, results of operations, and prospects will be materially and adversely affected.

The trademark licenses granted to us to use the "Lotus" brand are on a royalty-free and worldwide basis and are for use of the trademarks (i) exclusively (subject to any existing licenses already granted) for lifestyle vehicles and parts and components in relation thereto that we design, develop, manufacture, assemble, distribute and sell; (ii) non-exclusively for our business of providing related after-sale services for the lifestyle vehicles; (iii) non-exclusively on related products (excluding anything relating to sports cars); and (iv) any other occasions in relation to the business as duly approved by its board (excluding anything relating to sports cars). Due to certain of the licenses being non-exclusive, third parties may also be able to use the trademarks in the "Lotus" brand for similar purposes. The trademark licenses will terminate upon (1) a material breach of any terms of the license agreement of any party and non-remedy of such breach within 30 days after being notified in writing of the breach; (2) a takeover, liquidation, or arrangement with a party's creditors or a party ceasing or threatening to cease to carry on its business; (3) a loss of power of the licensor's majority shareholders as a whole to directly or indirectly instruct and control the management of the licensor; or (4) a material breach of any terms of the Shareholders' Agreement and non-remedy of such breach within 30 days after being notified in writing of the breach.

Since we are not the owners of the trademarks in the "Lotus" brand, we depend on the ability of Group Lotus Limited to obtain, maintain and enforce such trademarks in the "Lotus" brand. While we are able to request that Group Lotus Limited file additional, similar trademark applications to those that are currently licensed, Group Lotus Limited may determine not to pursue such applications. Furthermore, Group Lotus Limited may determine not to adequately protect or pursue litigation against other companies or may pursue such litigation less aggressively than we would. Additionally, Group Lotus Limited may allege that we have breached our license agreement with them, and accordingly seek to terminate the license, which could adversely affect our competitive business position and harm our business prospects.

Licensing of trademarks involves complex legal and business issues. Disputes may arise regarding trademarks subject to such licensing agreement, including (i) the scope of rights granted under such license agreement and other interpretation-related issues; and (ii) our diligence obligations under the license agreement and what activities satisfy those diligence obligations. If disputes over trademarks that we have or may in the future license prevent or impair our ability to maintain our current or future licensing arrangements on acceptable terms, we may be unable to successfully commercialize the affected products. We are generally also subject to all of the same risks with respect to protection of trademarks that we may license as we are for

trademarks that we own. If we or any of our current or future licensors fail to adequately protect these trademarks, our ability to commercialize our products could suffer.

Our reputation and brand are vulnerable to many threats that can be difficult or impossible to predict, control, and costly or impossible to remediate. For example, from time to time, our vehicles are reviewed by media or other third parties. Any negative reviews or reviews that compare us unfavorably to competitors could adversely affect consumer perception about our vehicles. Negative publicity about us, such as alleged misconduct, unethical business practices, or other improper activities, or rumors relating to our business, directors, officers, employees, or shareholders, can harm our reputation, business, and results of operations, even if they are baseless or satisfactorily addressed. Such allegations, even if unproven or meritless, may lead to inquiries, investigations, or other legal or administrative actions against us by regulatory or government authorities as well as private parties. Any regulatory inquiries or investigations and lawsuits against us, perceptions of inappropriate business conduct by us or perceived wrongdoing by any member of our management team, among other things, could substantially damage our reputation, and cause us to incur significant costs to defend ourselves. Any negative market perception or publicity regarding our suppliers or other business partners that we closely cooperate with, or any regulatory inquiries or investigations and lawsuits initiated against them, may also have an impact on our brand and reputation, or subject us to regulatory inquiries or investigations or lawsuits. Moreover, any negative media publicity about the auto industry, especially the EV industry, or product or service quality problems of other automakers in the industry in which we operate, including our competitors, may also negatively impact our reputation and brand. In particular, given the popularity of social media, any negative publicity, whether true or not, such as road accidents, vehicle self-ignition, or other perceived or actual safety issues, could quickly proliferate and harm customer perceptions of, and confidence in, our brand. Perceived or actual concerns about battery deterioration that are often associated with EVs could also negatively impact customer confidence in BEVs in general and our vehicles in particular. If we are unable to maintain and strengthen our reputation or further strengthen our brand recognition, our ability to attract and retain customers, third-party partners, and key employees could be harmed and, as a result, our business, financial position, and results of operations could be materially and adversely affected.

We have a limited operating history and our ability to develop, manufacture, and deliver automobiles of high quality and appeal to customers, on schedule, and on a large scale is unproven and still evolving.

Our EV business was founded in 2018. Our first vehicle model, Eletre, was launched in 2022. As of December 31, 2022, no EV had been delivered to our customers. There is limited historical basis for making judgments on the demand for our vehicles or our ability to develop, manufacture, and deliver vehicles, or our profitability in the future. It is difficult to predict our future revenues and appropriately budget for our expenses, and we may have limited insight into trends that may emerge and affect our business.

The sustainability of our business depends, in large part, on our ability to timely execute our plan to develop, manufacture, and deliver on a large scale automobiles of high quality and appeal to customers. We have entered into an agreement with Geely Holding to manufacture our new lifestyle BEV models for the global market using the Wuhan manufacturing facility. We expect the Wuhan manufacturing facility will continue to produce the Eletre model and, with additional investment in necessary tooling and fixture upgrades, our planned Sedan, SUV and Sports BEVs. To date, we have limited automobile manufacturing experience, and therefore cannot assure you that we will be able to achieve our targeted production volume of commercially viable vehicles on a timely basis, or at all.

Our continued development, manufacturing, and delivery of high quality automobiles to achieve our targeted production volume are and will be subject to risks, including with respect to:

- delays in our EV technology development;
- lack of necessary funding;
- delays or disruptions in our supply chain;
- quality control deficiencies;
- inability to adapt to changing market conditions and manage growth effectively;

- incompliance with environmental, workplace safety, and relevant regulations; and
- cost overruns.

Historically, automakers are expected to periodically introduce new and improved models to stay abreast of the market. To remain competitive, we may be required to introduce new vehicle models and perform facelifts on existing vehicle models earlier or more frequently than originally planned, which would require us to invest to a larger extent in research and development. We cannot assure you that facelifts on Eletre or any future models we launch will appeal to our customers as we expect, or that any introduction of new models or facelifts will not adversely affect the sales of existing models.

Furthermore, we rely on third-party suppliers for the provision and development of many of the key components and materials used in our vehicles. To the extent our suppliers experience any difficulties in providing us with or developing necessary components, we could experience delays in delivering vehicles. See also "— Risks Relating to our Business and Industry — We are dependent on suppliers, many of whom are our single source suppliers for the components they supply." Any delay in the development, manufacturing, and delivery of Eletre or future models, or in performing facelifts to existing models, could subject us to customer complaints and materially and adversely affect our reputation, demand for our vehicles, and our growth prospects.

Any of the foregoing could materially and adversely affect our business, financial condition, and results of operations.

We have not been profitable and had negative net cash flows from operations. If we do not effectively manage our cash and other liquid financial assets, execute our plan to increase profitability and obtain additional financing, we may not be able to continue as a going concern.

We have not been profitable since our inception. We incurred net loss of US$110.5 million and US$366.6 million in 2021 and for the nine months ended September 30, 2022, respectively. In addition, we had negative net cash flows from operating activities of US$126.5 million and US$228.1 million in 2021 and for the nine months ended September 30, 2022, respectively. As of December 31, 2021 and September 30, 2022, our accumulated deficit was US$122.8 million and US$489.3 million, respectively. We incurred capital expenditures of US$34.6 million and US$82.7 million in 2021 and for the nine months ended September 30, 2022, respectively. Historically, we relied principally on proceeds from the issuance of exchangeable notes, convertible notes and related party borrowings to finance our operations and business expansion. We believe our existing sources of liquidity, together with the financial support from Geely Holding and (a) external financing in conjunction with the Business Combination, obtaining additional loans from banks or related parties, and issuance of redeemable convertible preferred shares and convertible notes or exchangeable notes to new and existing investors and renewal of existing convertible notes and exchangeable notes when they are due, though there is no assurance that we will be successful in obtaining such additional liquidity on terms acceptable to us, if at all; or failing that, (b) a business plan to increase revenue and control operating costs and expenses to generate positive operating cash flows and optimize operational efficiency to improve our cash flow from operation, will be sufficient to meet our anticipated working capital requirements and capital expenditures for at least the next 12 months from the date of this prospectus. We may seek additional equity or debt financing in the future to satisfy capital requirements, respond to adverse developments or changes in our circumstances or unforeseen events or conditions, or fund organic or inorganic growth. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all. In the event that additional financing is required from third party sources, we may not be able to raise it on acceptable terms or at all, and there could be potential significant negative impact on our ability to continue its operations.

The pressure on us to generate positive cash flow may be further exacerbated by our contractual obligations, including capital commitments, operating lease commitments, borrowings, and debts. We expect to continue to invest in the production ramp-up of Eletre, expansion of sales and servicing network, design and testing of new models, and research and development to further expand our business. These investments may not result in revenue increases or positive net cash flow on a timely basis, or at all. If we were not able to continue as a going concern, or if there were continued doubt about our ability to do so, additional financing may not be available to us on reasonable terms or at all. These conditions give rise to substantial doubt over our ability to continue as a going concern. See "*Lotus Tech's Management's Discussion and Analysis of*

Financial Condition and Results of Operations — Liquidity and Capital Resources ." The accompanying consolidated financial statements do not include any adjustments that might result if we are unable to continue as a going concern and, therefore, be required to realize our assets and discharge our liabilities other than in the normal course of business which could cause investors to suffer the loss of all or a substantial portion of their investment.

We may not generate sufficient revenues and may incur substantial losses for a number of reasons, including lack of demand for our vehicles, increasing competition, and other risks discussed herein, and we may incur unforeseen expenses, or encounter difficulties, complications, or delays in deriving revenues or achieving profitability.

Forecasts and projections of our operating and financial results relies in large part upon assumptions and analyses developed by our management. If these assumptions or analyses prove to be incorrect, our actual operating results may be materially different from those forecasted or projected.

Our operating results forecast relies in large part upon assumptions and analyses developed by our management and reflects current estimates of future performance, any or all of which may not prove to be correct or accurate. If these assumptions, analyses or estimates prove to be incorrect or inaccurate, our actual operating results may differ materially and adversely from those forecasted or projected. We believe that the assumptions in the forecasts and projections were reasonable at the time such information was prepared, given the information we had at the time. In particular, the prospective financial information was prepared by our management based on estimates and assumptions believed to be reasonable with respect to the expected future financial performance of Lotus Tech, which do not take into account any circumstances or events occurring thereafter . This prospective financial information incorporates certain financial and operational assumptions, including, but not limited to, future industry performance, general business, economic, market and financial conditions, and matters specific to our business. In addition, such projections incorporate assumptions relating to (a) sales volumes, average selling prices and revenues, which could be significantly impacted by economic events and consumer demand for our vehicles; (b) our expectation to sell vehicles internationally, which could be impacted by trade policies, regulatory constraints and other factors; (c) our ability to maintain the strength of our brand; (d) our ability to manage costs of raw material and certain components and the associated manufacturing costs of our products and services; (e) projected growth in the luxury BEV market; and (e) our ability to satisfy delivery of our electric vehicles, and introduce new models, on the timeline and at the quantities planned.

However, the assumptions that underlie the prospective financial information are preliminary and there can be no assurance that our actual results will be in line with our expectations. The prospective financial information covers multiple years and such financial projections, by their nature, become subject to greater uncertainty with each succeeding year. In addition, whether actual operating and financial results and business developments will be consistent with our expectations and assumptions as reflected in the forecast depends on a number of factors, many of which are outside our control, including, but not limited to those stated elsewhere in this “Risk Factors” section and the following:

- whether we can obtain sufficient capital to sustain and grow our business;
- our ability to manage growth;
- whether we can manage relationships with key suppliers;
- our ability to obtain necessary regulatory approvals;
- market demand for our vehicles;
- the timing and cost of new and existing marketing and promotional efforts;
- competition, including established and future competitors;
- our ability to retain existing key management, to integrate recent hires and to attract, retain and motivate qualified personnel;
- the overall economy strength and stability globally and in jurisdictions we operate;
- regulatory, legislative, and political changes; and

- consumer spending habits.

The forecasts and projections also reflect assumptions as to certain business decisions that are subject to change. The forecasts and projections were not prepared with a view toward public disclosure or with a view toward complying with the guidelines of the SEC, or the guidelines established by the American Institute of Certified Public Accountants with respect to the forecasts and projections, but, in the view of our management, was prepared on a reasonable basis, reflects the best currently available estimates and judgments, and presents, to the best of management's knowledge and belief, the expected course of action and the expected future financial performance of Lotus Tech. However, such information is not historical fact, should not be seen as guidance or relied upon as being necessarily indicative of future results.

The projections and forecasts were prepared based on numerous variables and assumptions that are inherently uncertain and may be beyond the control of our management. Specifically, our results forecast is based on projected purchase prices, unit costs for materials, manufacturing, packaging and logistics, warranty, sales, marketing and service, and our projected number of orders for the vehicles with factors such as industry cost benchmarks taken into consideration. Neither our independent auditors, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the projections and forecasts, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the forecasts and projections.

Unfavorable changes in any of these or other factors, most of which are beyond our control, could turn out to be different than those anticipated, materially and adversely affect our business, prospects, financial results, and results of operations, and have an adverse impact on the market price of LTC Ordinary Shares or the financial position of the post-Business Combination entity.

We have received a limited number of orders for Eletre, some of which may be cancelled by customers despite their deposit payment and online confirmation.

Our customers may cancel their orders for many reasons outside of our control, and we have experienced cancellation of orders in the past. In addition, customers may terminate their orders even after such orders are deemed automatically confirmed on the expiry of two days after a customer has paid his or her deposit and has not cancelled the order during such period. As of January 31, 2023, less than 0.3% of our cumulative confirmed orders of Eletre with non-refundable deposits had been cancelled. The time lag between reservation to delivery could also impact customer decisions on whether to ultimately make a purchase, due to potential changes in preferences, competitive developments, and other factors. If we encounter delays in the deliveries of Eletre or future vehicle models, or if the finalized design and specifications do not match the prototypes we developed, a significant number of orders may be cancelled. As a result, we cannot assure you that orders will not be cancelled or that such orders will ultimately result in the final purchase, delivery, and sale of the vehicles. Such cancellations could harm our business, brand image, financial condition, results of operations, and prospects.

We currently depend on revenues generated from a limited number of vehicle models.

Our business will initially depend substantially on the sales and distribution of Eletre, Emira and Evija until the delivery of T133, which is currently expected in 2024. Customers tend to expect OEMs to offer a wide range of product portfolio and continue to upgrade their existing products. To better meet our customers' demand, we plan to introduce three future new BEV models respectively in 2023, 2024, and 2025, and plan to upgrade our existing models on an ongoing basis. To the extent our product variety and cycle does not meet consumer expectations, or we cannot achieve our projected timelines and cost and volume targets, our future sales may be adversely affected. Given that, for the foreseeable future, our business will depend on a single or limited number of vehicle models, to the extent a particular model is not well-received by the market, our sales volume could be materially and adversely affected, which, in turn, could materially and adversely affect our business, financial condition, and results of operations.

Any delays in the manufacturing and launch of the commercial production vehicles in our pipeline could have a material adverse effect on our business.

We launched the Eletre in 2022 and expect to commence deliveries of the Eletre in China in the first quarter of 2023 and in the United Kingdom and European Union later in 2023. In addition, we expect to

launch new vehicle models in the near future as we ramp up our business. Automobile manufacturers often experience delays in the design, manufacture, and commercial release of new vehicle models. We plan to target a broader market with our future vehicles, and to the extent we need to delay the launch of our vehicles, our growth prospects could be adversely affected as we may fail to grow our market share. We also plan to periodically perform facelifts or refresh existing models, which could also be subject to delays. Furthermore, we rely on third party suppliers for the provision and development of many of the key components and materials used in our vehicles. To the extent our suppliers experience any delays in providing us with or developing necessary components, we could experience delays in delivering on our timelines. Any delay in the manufacture and launch of the Eletre or our future models due to any factors, or in refreshing or performing facelifts to existing models, could subject us to customer complaints and materially and adversely affect our reputation, demand for our vehicles, results of operations, and growth prospects.

Our vehicles are subject to homologations and motor vehicle safety standards and the failure to acquire homologations or satisfy mandated safety standards in jurisdictions we operate would materially and adversely affect our business and results of operations.

All vehicles sold must comply with various standards governing the market in which the vehicles are sold. In particular, our vehicles must meet or exceed all mandated safety standards to be certified under applicable regulations in jurisdictions we plan to sell our vehicles. Rigorous testing and the use of approved materials and equipment are among the requirements for achieving these standards. We have incurred, and expect to continue to incur, significant costs in complying with these regulations.

In the European Union, vehicles must be type-approved under EU Regulation 2018/858 (the Whole Vehicle Type Approval — "WVTA"), and must comply with vehicles safety standard under EU Regulation 2019/2144 (the "General Safety Regulation"). In United Kingdom, vehicles must be type-approved under the GB Type Approval Scheme from February 1, 2024 or under the Provisional GB Type Approval Scheme up until February 1, 2024, and must conform with the EU Regulation 661/2009 which was adopted as retained EU law by virtue of the European Union (Withdrawal) Act 2018 and implemented by the Road Vehicles (Approval) Regulations 2020. In the United States, vehicles must be to certified to meet all applicable Federal Motor Vehicle Safety Standards ("FMVSS"), federal bumper standards, and federal anti-theft standards issued and administered by the National Highway Traffic Safety Administration ("NHTSA"). In addition, each state in the United States may impose additional vehicle safety requirements with respect to vehicle equipment or components that are not regulated by a federal standard. For more discussion, see "Information About Lotus Tech — Global Government Regulations — Regulations on Type Approval" and "Information About Lotus Tech — Global Government Regulations — Regulations on Safety." As of the date of this proxy statement/prospectus, our Eletre has not yet received type-approval in the European Union, United Kingdom or United States.

In China, each vehicle model must pass various tests and undergo a certification process and be affixed with the China Compulsory Certification, or CCC, before we receive delivery of vehicles from the factory, import or sell such vehicles, or use such vehicles for commercial activities, and such certification is also subject to periodic renewal. Although we have obtained the CCC for Eletre, there is no guarantee that we will be able to renew such certification upon expiry in the future. We are in the process of obtaining the CCC certifications for our future vehicles and we are not allowed to deliver such future vehicles in China before we acquire such certifications. To the extent that it takes us longer to acquire or we eventually fail to acquire the CCC certification for any of our future vehicles or we are unable to renew the CCC certification for Eletre, we could experience delays in delivering or fail to deliver at all, which would have a material and adverse effect on our reputation, business, financial condition, and results of operations. Furthermore, the PRC government and issuing agencies of such certification may carry out supervisory activities on certified vehicles, including routine and unscheduled, and impromptu inspections. In the event that a certified vehicle has a defect resulting in quality or safety accidents, or consistent failure of certified vehicles to comply with certification requirements is discovered during follow-up inspections, the certification could be revoked. With effect from the date of revocation or during suspension of the certification, any vehicle that fails to satisfy the requirements for certification may not continue to be delivered, sold, imported, or used in other commercial activities.

These laws and standards are subject to change from time to time, and we could become subject to additional safety regulations in jurisdictions we operate in the future, which would increase the effort and

expense of compliance. To the extent that it takes us longer to acquire or we eventually fail to acquire or renew safety standard certification in jurisdictions we plan to sell Eletre or any of our future vehicles, we could experience delays in delivering or fail to deliver at all, which would have a material and adverse effect on our reputation, business, financial condition, and results of operations.

Our future growth is dependent on the demand for, and upon consumers' willingness to adopt luxury electric vehicles, which is associated with consumers' demand for automobile and luxury vehicles, and adoption of new energy vehicles.

Demand for automobile sales depends to a large extent on general, economic, political and social conditions in a given market and the introduction of new vehicles and technologies. As our business grows, economic conditions and trends will impact our business, prospects, and operating results. A weak or uncertain macroeconomic environment, high or increasing inflation (including in relation to energy prices) and interest rates, stagnant or declining wages and restrictive lending policies may reduce consumers' net purchasing power and lead existing and potential customers to refrain from purchasing a new vehicle. Demand for our vehicles may also be affected by factors directly impacting automobile price or the cost of purchasing and operating automobiles, such as sales and financing incentives, prices of raw materials and parts and components, and cost of fuel and governmental regulations, including tariffs, import regulation, and other taxes. Volatility in demand may lead to lower vehicle unit sales, which may result in further downward price pressure and adversely affect our business, prospects, financial condition and operating results.

Our future growth also depend on consumers' demand for luxury vehicles. The economic environment and macroeconomic conditions influence levels of disposable income and consumer spending, thereby impacting demand for luxury vehicles, and defer a purchase further or to purchase a more affordable model with fewer optional features at a lower price. Further, a weak or uncertain economic environment, especially when combined with low consumer confidence, may disproportionately reduce demand for luxury vehicles, due to the discretionary nature of such purchases. A decrease in potential customers' disposable income or their financial flexibility, an increase in the overall cost of financing or consumer concerns about the social perception of purchasing luxury products will therefore generally have a negative impact on demand for the our vehicles.

Demand for our luxury BEVs will also highly depend upon the adoption by consumers of new energy vehicles in general and electric vehicles in particular. The market for new energy vehicles is still rapidly evolving, characterized by rapidly changing technologies, price and other competition, evolving government regulation and industry standards, and changing consumer demands and behaviors. Other factors that may influence the adoption of alternative fuel vehicles, and specifically electric vehicles, include:

- perceptions about electric vehicle quality, safety, design, performance, and cost, especially if adverse events or accidents occur that are linked to the quality or safety of electric vehicles, whether or not such vehicles are produced by us or other manufacturers;
- perceptions about vehicle safety in general, in particular safety issues that may be attributed to the use of advanced technology, including electric vehicle and regenerative braking systems;
- the limited range over which electric vehicles may be driven on a single battery charge and the speed at which batteries can be recharged;
- the decline of an electric vehicle's range resulting from deterioration over time in the battery's ability to hold a charge;
- concerns about electric grid capacity and reliability;
- the availability of new energy vehicles;
- improvements in the fuel economy of traditional internal combustion engine;
- the availability of service for electric vehicles;
- the environmental consciousness of consumers;
- access to charging stations, standardization of electric vehicle charging systems, and consumers' perceptions about convenience and cost to charge an electric vehicle;

- the availability of tax and other governmental incentives to purchase and operate electric vehicles or future regulation requiring increased use of nonpolluting vehicles;
- perceptions about and the actual cost of alternative fuel; and
- macroeconomic factors.

Any of the factors described above may cause current or potential customers not to purchase our luxury electric vehicles and use our services. If the market for luxury electric vehicles does not develop as we expect or develops more slowly than we expect, our business, prospects, financial condition, and operating results will be affected.

Our sales depend in part on our ability to establish and maintain confidence in our business prospects among consumers, analysts and others within our industry.

Consumers may be less likely to purchase our vehicles if they do not believe that our business will succeed or that our operations, including service and customer support operations, will continue for many years. Similarly, suppliers and other third parties will be less likely to invest time and resources in developing business relationships with us if they are not convinced that our business will succeed. Accordingly, to build, maintain and grow our business, we must establish and maintain confidence among customers, suppliers, analysts and other parties with respect to our liquidity and business prospects. Maintaining such confidence may be particularly difficult as a result of many factors, including our limited operating history, others' unfamiliarity with our vehicles, uncertainty regarding the future of electric vehicles, any delays in scaling production, delivery and service operations to meet demand, competition and our production and sales performance compared with market expectations. Many of these factors are largely outside of our control, and any negative perceptions about our business prospects, even if exaggerated or unfounded, would likely harm our business and make it more difficult to raise additional capital in the future. In addition, a significant number of new electric vehicle companies have recently entered the automotive industry. If these new entrants or other manufacturers of electric vehicles go out of business, produce vehicles that do not perform as expected or otherwise fail to meet expectations, such failures may have the effect of increasing scrutiny of others in the industry, including us, and further challenging customer, supplier and analyst confidence in our business prospects.

Our industry and its technology are rapidly evolving and may be subject to unforeseen changes. Developments in alternative technologies or improvements in electric vehicle technology may materially and adversely affect the demand for our electric vehicles.

We operate in the electric vehicle market, which is rapidly evolving and may not develop as we anticipate. The regulatory framework governing the industry in various countries is currently uncertain and may remain uncertain for the foreseeable future. As our industry and our business develop, we may need to modify our business model or change our services and solutions. Such changes may not achieve expected results, which could have a material adverse effect on our results of operations and prospects.

Furthermore, we may be unable to keep up with changes in electric vehicle technology and, as a result, our competitiveness may suffer. Our research and development efforts may not be sufficient to adapt to changes in electric vehicle technology. As technologies change, we plan to upgrade or adapt our vehicles and introduce new models in order to equip our vehicles with the latest technology, in particular battery cell technology. Such upgrades could involve substantial costs and lower our return on investment for existing vehicles. There can be no assurance that we will be able to compete effectively with alternative vehicles or source and integrate the latest technology into our vehicles, against the backdrop of our rapidly evolving industry. Even if we are able to keep pace with changes in technology and develop new models, our prior models could become obsolete more quickly than expected, potentially reducing our return on investment.

Developments in alternative technologies, such as advanced diesel, ethanol, fuel cells or compressed natural gas, or improvements in the fuel economy of the internal combustion engine, may materially and adversely affect our business and prospects in ways we do not currently anticipate. For example, compressed natural gas may emerge as consumers' preferred alternative to petroleum-based propulsion. Any failure by us to successfully react to changes in existing technologies could materially harm our competitive position and growth prospects.

We are subject to risks associated with autonomous driving technology and uncertain and evolving regulations pertaining autonomous driving in jurisdictions we operate.

Eletre is expected to be equipped with Level 2 autonomous driving features realized through ADAS in 2023. We rely on third-party suppliers for certain technologies and components used in our ADAS, and any defects in or quality issues with those technologies and components could result in actual or perceived quality issues with our vehicles. We plan to enhance and expand the autonomous driving capabilities of our vehicles through ongoing research and development. However, we cannot guarantee that our vehicles will achieve its targeted assisted or autonomous driving functionality within its projected timeframe, or ever. In addition, autonomous driving as an evolving and complex technology is subject to risks, and from time to time there have been accidents associated with such technology. The safety of such technology depends in part on user interaction and users may not be accustomed to using such technology. To the extent accidents associated with our future autonomous driving technology occur, we could be subject to liability, government scrutiny, and further regulation. Any of the foregoing could materially and adversely affect our brand image, financial condition, results of operations, and growth prospects.

In addition, ADAS technology is subject to considerable international regulatory uncertainty as the laws in different jurisdictions we operate evolve to catch up with the rapidly evolving nature of the technology itself, all of which is beyond our control. There is a variety of international, federal and state regulations that may apply to self-driving and driver-assisted vehicles. For example, in the European Union, certain vehicle safety regulations apply to self-driving braking and steering systems, and certain treaties also restrict the legality of certain higher levels of self-driving vehicles. In United Kingdom, The Automated and Electric Vehicles Act 2018 provides a framework for ADAS regulations in the UK. In the United States, there are currently no federal U.S. regulations pertaining to the safety of self-driving vehicles; however, NHTSA has established recommended guidelines. Certain states have legal restrictions on self-driving vehicles, and many other states are considering them. See “Information About Lotus Tech — Global Government Regulations — Regulations on Automated Driving/Advanced Driver Assistance System (“AD/ADAS”).” For discussion on regulations on ADAS technology in China, see “Information About Lotus Tech — PRC Government Regulations — Regulations on Intelligent Connected Vehicles and Autonomous Driving.”

Self-driving laws and regulations are expected to continue to evolve in numerous jurisdictions globally, which increases the likelihood of a patchwork of complex or conflicting regulations that may delay products or restrict self-driving features and availability, which could adversely affect our business. Our vehicles may not achieve the requisite level of autonomy that may be required in some countries or jurisdictions for certification and rollout to consumers or may not satisfy changing regulatory requirements which could require us to redesign, modify or update our ADAS hard-ware and related software systems. Any such requirements or limitations could impose significant expense or delays and could harm our competitive position, which could adversely affect our business, prospects, results of operations and financial condition.

We are dependent on suppliers, many of whom are our single source suppliers for the components they supply.

Our success depends upon our and our manufacturing partner’s ability to enter into new supplier agreements and maintain our relationships with suppliers who are critical and necessary to the output and production of our vehicles. We rely on suppliers to provide key components and technology for our vehicles.

Many of our suppliers are currently single source suppliers for components of Eletre, and we expect that this to be similar for any other future vehicle we may produce. While we try to obtain components from multiple sources whenever possible, similar to other automobile providers, many of the components used in our vehicles are purchased from a single source, which exposes us to multiple potential sources of delivery failure or component shortages. To date, we have not qualified alternative sources for most of the single sourced components used in our vehicles and we generally do not maintain long-term agreements with our single source suppliers. Agreements for the purchase of battery cells and other components contain or are likely to contain pricing provisions that are subject to adjustment based on changes in market prices of key commodities. Substantial increases in the prices for such components, materials and equipment, whether due to supply chain or logistics issues or due to inflation, would increase our operating costs and could reduce our margins if it cannot recoup the increased costs. Any attempts to increase the announced or expected prices of our vehicles in response to increased costs could be viewed negatively by our customers or potential customers and could adversely affect our business, prospects, financial condition, and results of operations. Furthermore,

qualifying alternate suppliers or developing our own replacements for certain highly customized components of the Eletre or our future vehicles may be time consuming and costly. Any disruption in the supply of components, whether or not from a single source supplier, could temporarily disrupt production of our vehicles until an alternative supplier is fully qualified by us or is otherwise able to supply us the required material. There can be no assurance that we would be able to successfully retain alternative suppliers or supplies on a timely basis, on acceptable terms or at all. Changes in business conditions, force majeure, governmental changes, and other factors beyond our control or which we do not presently anticipate, could also affect our suppliers' ability to deliver components to us on a timely basis. Any of the foregoing could materially and adversely affect our results of operations, financial condition, and prospects.

The supplier agreements for our current or future vehicles may have provisions where such agreements can be terminated in various circumstances, including potentially without cause. If the suppliers and strategic partners become unable to provide, or experience delays in, providing components or technology, or if the supplier agreements we have in place are terminated, it may be difficult to find replacement components and technology. Changes in business conditions, pandemics, governmental changes, and other factors beyond our control or that we do not presently anticipate could affect our ability to receive components or technology from our suppliers.

Further, we rely on Geely Holding's bargaining power derived from its volume and reputation in negotiating supply agreements for the production of our vehicles and we may be at a disadvantage due to our limited operating history as a standalone business. There is the possibility that finalizing the supply agreements for the parts and components of our vehicles will cause significant disruption to our operations, or such supply agreements could be priced in manners that make it difficult for us to operate profitably.

We could experience cost increases or disruptions in supply of raw materials or other components used in our vehicles.

Significant costs are incurred related to procuring raw materials required to manufacture and assemble our vehicles. Various raw materials are used in our vehicles including aluminum, steel, carbon fiber, non-ferrous metals such as copper, lithium, nickel as well as cobalt. The prices for these raw materials fluctuate depending on factors beyond our control, including market conditions and global demand for these materials, and could adversely affect our business and operating results. Our business also depends on the continued supply of battery cells for our vehicles. Battery cell manufacturers may refuse to supply electric vehicle manufacturers to the extent they determine that the vehicles are not sufficiently safe. We are exposed to multiple risks relating to availability and pricing of quality lithium-ion battery cells. These risks include:

- the inability or unwillingness of current battery cell manufacturers to build or operate battery cell manufacturing plants to supply the numbers of lithium-ion cells required to support the growth of the electric vehicle industry as demand for such cells increases;
- disruption in the supply of cells due to quality issues or recalls by the battery cell manufacturers; and
- an increase in the cost of raw materials, such as lithium, nickel, and cobalt, used in lithium-ion cells.

We do not control our suppliers or their business practices. Accordingly, we cannot guarantee that the quality of the components manufactured by them will be consistent and maintained to a high standard. Any defects of or quality issues with these components or any noncompliance incidents associated with these third-party suppliers could result in quality issues with our vehicles and hence compromise our brand image and results of operations.

Furthermore, currency fluctuations, tariffs or shortages in petroleum and other economic or political conditions may result in significant increases in freight charges and raw material costs. Substantial increases in the prices for our raw materials or components would increase our operating costs, and could reduce our margins. In addition, a growth in popularity of electric vehicles without a significant expansion in battery cell production capacity could result in shortages which would result in increased materials costs to us or impact our prospects.

The global shortage in the supply of semiconductor chips may disrupt our operations and adversely affect our business, results of operations, and financial condition.

Since October 2020, the supply of semiconductor chips used for automotive manufacturing has experienced a global shortage following the disruption to semiconductor manufacturers due to, among other

factors, the COVID-19 pandemic, an increase in global demand for personal computers for work-from-home economies, and controls and restrictions on the import or export of semiconductor chips imposed or intended to be imposed by the United States and various foreign governments. We cannot assure you that we will be able to continue to obtain sufficient quantity of chips or other semiconductor components at a reasonable cost. In addition, similar to other components, many of the semiconductor components used in our vehicles are purchased from limited sources although we reserve the flexibility to obtain the components from multiple sources. If the suppliers of the semiconductor components become unable to meet our demand on acceptable terms, or at all, we may be required to switch to other suppliers, which could be time consuming and costly. If we fail to find alternative suppliers in time, or at all, our production and deliveries could be materially disrupted, which may materially and adversely affect our business, results of operations, and financial condition.

We plan to expand our business and operations internationally to various jurisdictions in which we do not currently operate and where we have limited operating experience, all of which exposes us to business, regulatory, political, operational and financial risk.

We conduct our business worldwide. For example, Lotus Technology Innovative Limited and Lotus Tech Creative Center operate in United Kingdom, Lotus Tech Innovation Center GmbH operates in Germany, and Lotus Cars Europe B.V. operates in Netherlands. One of our key business strategies is to pursue international expansion of our business operations and market our products in multiple jurisdictions, and the global nature of our business could have a material adverse effect on our business, financial condition, and results of operations. As a result, our business is and we expect that our business will be subject to a variety of risks associated with doing business internationally, including an increase in our expenses and diversion of the management's attention from other aspects of our business. Accordingly, our business and financial results in the future could be adversely affected due to a variety of factors, including:

- international economic and political conditions, and other political tensions between countries in which we do business;
- burdens of conforming our vehicles to various international regulatory requirements where our vehicles are sold, and unexpected changes in such regulatory requirements and enforcement, in connection with type approval, safety, data protection and privacy, automated driving, environmental protection, recall, distribution, government incentives, batteries regulations, and end-of-life regulations, among others. See "Information About Lotus Tech — Global Government Regulations;"
- unexpected changes in, or impositions of, legislative or regulatory requirements, including changes in tax laws;
- complexities and difficulties in obtaining intellectual property protection and reduced protection for intellectual property rights in some countries;
- difficulties in staffing and managing global operations and the increased travel, infrastructure and le-gal compliance costs associated with multiple international locations and subsidiaries;
- conforming to foreign labor laws, regulations and restrictions;
- local business and cultural factors that differ from our normal standards and practices, including business practices that we are prohibited from engaging in by the Foreign Corrupt Practices Act and other anticorruption laws and regulations;
- establishing localized supply chains and managing international supply chain and logistics costs;
- establishing sufficient charging points for our customers in those jurisdictions, via partnerships or, if necessary, via development of our own charging networks;
- difficulties attracting customers in new jurisdictions;
- higher levels of credit risk and payment fraud;
- exporting or importing issues related to export or import restrictions, including deemed export restrictions, tariffs, quotas, and other trade barriers and restrictions;

- changes in diplomatic and trade relationships, including political risk and customer perceptions based on such changes and risks;
- disruptions of capital and trading markets and currency fluctuations;
- management of tax consequences and compliance;
- increased costs due to imposition of climate change regulations, such as carbon taxes, fuel or energy taxes, and pollution limits; and
- other challenges caused by distance, language, and cultural differences, making it harder to do business in certain international jurisdictions.

If our sales are delayed or cancelled because of any of the above factors, our revenue may be adversely affected. In addition, we may be subject to increased regulatory risks and local competition in various jurisdictions where we plan to expand operations but has limited operating experience. Such increased regulatory burden and competition may limit the available market for our products and services and increase the costs associated with marketing the products and services where we are able to offer our products. If we are unable to manage the complexity of global operations successfully, or fail to comply with any of the regulations in other jurisdictions, our financial performance and operating results could suffer.

We may be unable to adequately control the costs associated with our operations.

We have devoted significant capital to developing and growing our business, including developing our first model, Eletre, expanding our sales and servicing network and building our headquarters in Wuhan. In addition, we plan to introduce three future new BEV models respectively in 2023, 2024, and 2025. We expect to further incur significant costs that will impact our profitability, including research and development expenses as we roll out new models and improve existing models, additional operating costs and expenses for production ramp-up, selling and distribution expenses as we continue to build our brand and market our vehicles, and additional costs associated with being a public company. Furthermore, currency fluctuations, tariffs or shortages in petroleum and other economic or political conditions may result in significant increases in freight charges and raw material costs. In addition, we may also face increased costs in connection with the services we provide, including after-sale services. Our ability to become profitable in the future will not only depend on our ability to successfully market our vehicles and other products and services but also to control our costs. If we are unable to design, develop, market, sell, and service our vehicles and provide services, or if the manufacturing of our vehicles could not be conducted in a cost-efficient manner, our margins, profitability, and prospects would be materially and adversely affected.

If we fail to manage our growth effectively, we may not be able to market and sell our vehicles successfully.

We have expanded our operations, and as we ramp up our production, significant expansion will be required, especially in connection with potential increases in sales, providing our customers with high-quality servicing, expansion of our retail, delivery, and servicing center network, and managing different models of vehicles. Our future operating results depend to a large extent on our ability to manage this expansion and growth successfully. Risks that we face in undertaking this expansion include, among others:

- managing our supply chain to support fast business growth;
- maintaining our strategic partnership with Geely Holding to manufacture our vehicles;
- managing a larger organization with a greater number of employees in different divisions;
- controlling expenses and investments in anticipation of expanded operations;
- establishing or expanding design, sales, and service facilities;
- implementing and enhancing administrative infrastructure, systems, and processes; and
- addressing new markets and potentially unforeseen challenges as they arise.

Any failure to manage our growth effectively could materially and adversely affect our business, financial condition, results of operations, and prospects.

Our business plans require a significant amount of capital. In addition, our future capital needs may require us to obtain additional equity or debt financing that may dilute our shareholders or introduce covenants that may restrict our operations or our ability to pay dividends.

We will need significant capital to, among other things, conduct research and development, expand our production capacity, and roll out our sales network, and delivery and servicing centers. As we ramp up our production capacity and operations we may also require significant capital to maintain our property, plant, and equipment and such costs may be greater than what we currently anticipate. We expect that our level of capital expenditures will be significantly affected by consumer demand for our products and services. The fact that we have a limited operating history means we have limited historical data on the demand for our products and services. As a result, our future capital requirements may be uncertain and actual capital requirements may be significantly different from what we currently anticipate. We may need to seek equity or debt financing to finance a portion of our capital expenditures. Such financing might not be available to us in a timely manner or on terms that are acceptable, or at all. If we cannot obtain sufficient capital on acceptable terms, our business, financial condition, and prospects may be materially and adversely affected.

Our ability to obtain the necessary financing to carry out our business plan is subject to a number of factors, including general market conditions and investor acceptance of our business plan. These factors may make the timing, amount, terms and conditions of such financing unattractive or unavailable to us. If we are unable to raise sufficient funds, we may need to significantly reduce our spending, delay or cancel our planned investment or expansion activities, or substantially change our corporate structure. We might not be able to obtain any funding or service any of the debts we incurred, and we might not have sufficient resources to conduct our business as projected, both of which could mean that we would be forced to curtail or discontinue our operations.

We have entered into a put option agreement with affiliates of each of Geely International (Hong Kong) Limited and Etika, pursuant to which affiliates of each of Geely International (Hong Kong) Limited and Etika will have an option to require us to purchase at a pre-agreed price, exercisable during the period from April 1, 2025 to June 30, 2025 upon satisfaction of certain pre-agreed conditions (with the exercise of such an option by affiliates of each of Geely International (Hong Kong) Limited and Etika not cross-conditioned on one another), the equity interests held by such affiliate of Geely International (Hong Kong) Limited and Etika in Lotus Advance Technologies Sdn Bhd. The exercise of the put option to require us to purchase the equity interests held by such affiliate of Geely International (Hong Kong) Limited and Etika in Lotus Advance Technologies Sdn Bhd may represent a significant financial obligation that could have a material adverse impact on our liquidity, results of operations, and financial condition.

In addition, our future capital needs and other business reasons could require us to issue additional equity or debt securities or obtain a credit facility. The issuance of additional equity or equity-linked securities could dilute our shareholders. The incurrence of indebtedness would result in an increase in debt service obligations and could result in operating and financing covenants that would restrict our operations or our ability to pay dividends to our shareholders.

If our suppliers fail to use ethical business practices and comply with applicable laws and regulations, our brand image could be harmed due to negative publicity.

Our core values, which include developing high quality electric vehicles while operating with integrity, are an important component of our brand image, which makes our reputation sensitive to allegations of unethical business practices. We do not control our independent suppliers or their business practices. Accordingly, we cannot guarantee their compliance with ethical business practices, such as environmental responsibilities, fair wage practices, and compliance with child labor laws, among others. A lack of demonstrated compliance could lead us to seek alternative suppliers, which could increase our costs and result in delayed delivery of our products, product shortages or other disruptions of our operations.

Violation of labor or other laws by our suppliers or the divergence of an independent supplier's labor or other practices from those generally accepted as ethical in the markets in which we do business could also attract negative publicity for us and our brand. This could diminish the value of our brand image and reduce demand for our electric vehicles. If we, or other manufacturers in our industry, encounter similar problems in the future, it could harm our brand image, business, prospects, results of operations, and financial condition.

We may not be able to expand our physical sales network cost-efficiently. Our distribution model is different from the currently predominant distribution model for automakers, and its long-term viability is unproven.

Our distribution model is not common in the automotive industry today. In particular, in China, our vehicles are sold either directly to users (rather than through dealerships) or through city partners that act as our sales agents and collect sales commissions on such sales. Upon signing the Distribution Agreement, Lotus Tech and Lotus UK operated a total of 169 stores globally. We plan to further expand our physical sales network through a balanced combination of self-operated stores and partner stores. This planned expansion may not have the desired effect of increasing sales and enhancing our brand recognition in a cost-efficient manner. We may need to invest significant capital and management resources to operate existing self-operated stores and open new ones, and there can be no assurance that we will be able to improve the operational efficiency of our self-operated stores. Besides, we are in the process of integrating some stores from Lotus UK into our retail network pursuant to the Distribution Agreement, and there can be no assurance that the process will be smooth and on time.

Our direct-to-consumer approach to vehicle distribution is relatively new and its long-term effectiveness is unproven, especially in China. It thus subjects us to substantial risks as it requires, in the aggregate, significant expenditures and provides for slower expansion of our distribution and sales systems as compared to the traditional dealership system. For example, we will not be able to utilize long established sales channels developed through a dealership system to increase our sales volume. Moreover, we will be competing with automakers with well established distribution channels and we may not be able to satisfy customer expectations.

We also leverage our network of city partners as a pipeline of potential sales partners. However, we may not be able to identify, attract, and retain a sufficient number of city partners with the requisite experience and resources to operate our partner stores. Our city partners are responsible for the day-to-day operation of their stores. Although we offer the same training and implement the same service standards for staff from both self-operated stores and partner stores, we have limited control over how our city partners' businesses are run. If our city partners fail to deliver high quality customer service and resolve customer complaints in a timely manner, or if any of their misconduct damages our brand image and reputation, our business could be adversely affected. Furthermore, we may experience disagreements or disputes in the course of our relationship with our city partners or upon termination of our relationships with city partners, which may lead to financial costs, disruptions, and reputational harm.

Our vehicles may not perform in line with customer expectations and may contain defects.

Our vehicles, including Eletre, may not perform in line with customer expectations. Any product defect or any other failure of our vehicles to perform or operate as expected could harm our reputation and result in negative publicity, lost revenue, delivery delays, product recalls, product liability claims, harm to our brand, significant expenses including warranty claims, and other consequences that could materially and adversely affect our business, financial condition, results of operations, and prospects.

Our vehicles may have design and manufacturing defects. The design and manufacturing of our vehicles are complex and could have latent defects and errors, which may cause our vehicles not to perform or operate as expected or even result in property damage or personal injury. Furthermore, our vehicles use a substantial amount of third-party and in-house software code and complex hardware to operate. Advanced technologies are inherently complex, and defects and errors may only be revealed over time. Our control over the long-term consistent performance of third-party services and systems is limited. While we have performed extensive internal testing on Eletre's software and hardware systems and we plan to do so on our future models, we have a limited frame of reference by which to assess the long-term performance of our systems and vehicles. We cannot assure you that we will be able to detect and fix any defects in the vehicles we design and produce on a timely basis, or at all.

In addition, we have limited operating history in testing, delivering, and servicing our vehicles. Although we have established rigorous protocols for each manual operational process, such as testing, vehicle delivery, and servicing of our vehicles, there may be instances of, operational mistakes, negligence, failures to follow protocols or other human errors by our employees or third-party service providers. Such human error could

result in failure of our vehicles to perform or operate as expected. We cannot assure you that we will be able to completely prevent human errors.

In addition, if any of our vehicles fail to perform or operate as expected, whether as a result of human error or otherwise, we may need to delay deliveries, initiate product recalls, provide servicing or updates under warranty at our expense, and face potential lawsuits, which could adversely affect our brand, business, financial condition, and results of operations.

Our vehicles currently make use of lithium-ion battery cells, which have been observed to catch fire or vent smoke and flame.

The battery packs that we produce make use of lithium-ion cells, which we purchase from third-party suppliers. On rare occasions, lithium-ion cells can rapidly release the energy they contain by venting smoke and flames in a manner that can ignite nearby materials as well as other lithium-ion cells. We have implemented a battery management system that automatically monitors temperature, power output, and other status of the battery pack, including a thermal management system that keeps the temperature of the battery pack within an ideal range. However, our vehicles or their battery packs may still experience failure, which could subject us to lawsuits, product recalls, or redesign efforts, all of which would be time consuming and expensive. In addition, negative public perceptions regarding the suitability of lithium-ion cells for automotive use or any future incident involving lithium-ion cells such as a vehicle or other fire, even if not involving our vehicles, could seriously harm our business.

In addition, any mishandling of battery cells may cause disruption to our business operations. While we have implemented safety procedures related to the handling of the cells, a safety issue or fire related to the cells could result in damage or injury, which could further lead to adverse publicity and potentially a safety recall. Moreover, any failure of a competitor's electric vehicle or energy storage product may cause indirect adverse publicity for us and our products. Such adverse publicity could negatively affect our brand and harm our business, financial condition, results of operations, and prospects.

We may face challenges providing our charging solutions.

Demand for our vehicles will also depend in part on the availability of charging infrastructure. Customers may charge through super charging stations provided by us or third-party charging piles. While the prevalence of charging stations has been increasing, charging station locations are significantly less widespread than gas stations. Some potential customers may choose not to purchase an electric vehicle because of the lack of a more widespread service network or charging infrastructure at the time of sale.

We have very limited experience in the actual provision of our charging solutions to users and providing these services is subject to challenges, which include the logistics of rolling out our network and teams in appropriate areas, inadequate capacity or over capacity in certain areas, security risks or risk of damage to vehicles during our charging services, and the potential for lack of user acceptance of our services. In addition, although the PRC government has supported the roll-out of a public charging network, the current charging facility infrastructure is generally considered to be insufficient. We face significant challenges as we roll out our charging solution, including access to sufficient charging infrastructure, obtaining any required permits, land use rights and filings, and, to a certain extent, such roll out is subject to the risk that the government support may discontinue.

In addition, given our limited experience in providing charging solutions, there could be unanticipated challenges which may hinder our ability to provide our solutions or make the provision of our solutions costlier than anticipated. To the extent we are unable to meet user expectations or experience difficulties in providing our charging solutions, our ability to generate customer loyalty and grow our business could be impaired by a lack of satisfactory access to charging infrastructure, demand for our vehicles may suffer, and our reputation and business may be materially and adversely affected.

Our services, including those provided through third parties, may not be generally accepted by our customers. If we are unable to provide or arrange adequate services for our customers, our brand, business and reputation may be materially and adversely affected.

We cannot assure you that our services or our efforts to engage with our customers using both our online and offline channels, will be successful, which could affect our revenues as well as our customer satisfaction

and marketing. Moreover, we are unable to ensure the availability or quality of services provided by third parties, such as road assistance, vehicle logistics, and automobile financing and insurance. If any of the services provided by third parties becomes unavailable or inadequate, our customers' experience may be adversely affected, which in turn may materially and adversely affect our business and reputation.

In addition to our delivery and servicing centers, some of our after-sales services are carried out by third-party service providers. Some of these third-party service providers have limited experience in servicing EVs. We cannot assure you that our service arrangements will adequately address the service requirements of our customers to their satisfaction, or that we and our authorized body and paint shops will have sufficient resources to meet these service requirements in a timely manner as the volume of vehicles we deliver increases.

In addition, if we are unable to roll out and establish a widespread service network through a combination of our delivery and servicing centers and authorized body and paint shops, customer satisfaction could be adversely affected, which in turn could materially and adversely affect our sales, results of operations, and prospects.

We may become subject to product liability claims, which could harm our financial condition and liquidity if we are not able to successfully defend or insure against such claims.

We may become subject to product liability claims, which could harm our business, financial condition, results of operations, and prospects. The automotive industry experiences significant product liability claims and we face inherent risk of exposure to claims in the event our vehicles do not perform as expected or malfunction resulting in property damage, personal injury, or death. Our risks in this area are particularly pronounced given we have limited field experience in the operation of our vehicles. A successful product liability claim against us could require us to pay substantial monetary compensation. Moreover, a product liability claim could generate substantial negative publicity about our vehicles and business and inhibit or prevent commercialization of our future vehicles, which would materially and adversely affect our brand, business, prospects, and results of operations. Our insurance coverage might not be sufficient to cover all potential product liability claims. Any lawsuit seeking significant monetary damages may materially and adversely affect our reputation, business, financial condition, and results of operations.

We may be compelled to undertake product recalls or other actions, which could adversely affect our brand image, financial condition, results of operations, and growth prospects.

As of December 31, 2022, no vehicles sold or distributed by us have been recalled. If our vehicles are subject to recalls in the future, we may be subject to adverse publicity, damage to our brand, and liability for costs. In the future, we may at various times, voluntarily or involuntarily, initiate a recall if any of our vehicles, including any systems or parts sourced from our suppliers, prove to be defective or noncompliant with applicable laws and regulations. Such recalls, whether voluntary or involuntary, could involve significant expense and could adversely affect our brand image in our target markets, as well as our business, financial condition, results of operations, and growth prospects.

Our warranty reserves may be insufficient to cover future warranty claims and repair needs, which could adversely affect our financial condition and results of operations.

We currently provide a 5-year or 150,000-kilometer limited warranty and an 8-year or 200,000-kilometer limited warranty for battery packs, electric motors, and electric motor controllers for Eletre and we provide a 3-year or 60,000-kilometer limited warranty for Emira. We believe our warranty program is similar to other automakers' warranty programs and is intended to cover all parts and labor to repair defects in material or workmanship in the body, chassis, suspension, interior, electric systems, battery, powertrain, and brake system. We plan to record and adjust warranty reserves based on changes in estimated costs and actual warranty costs. However, because we have not made initial deliveries of Eletre, we have no experience with warranty claims regarding our vehicles or with estimating warranty reserves. We cannot assure you that our warranty reserves will be sufficient to cover future warranty claims. We could, in the future, become subject to a significant and unexpected warranty claims, resulting in significant expenses, which would in turn materially and adversely affect our financial condition, results of operations, and prospects.

If our vehicle owners modify our vehicles regardless of whether third-party aftermarket products are used, the vehicle may not operate properly, which may create negative publicity and could harm our business.

Automobile enthusiasts may seek to modify our vehicles, including using third-party aftermarket products, to alter their appearance or change their performance, which could jeopardize vehicle safety systems. We do not test, nor do we endorse, such modifications or third-party products. In addition, the use of improper external cabling or unsafe charging outlets can expose our customers to injury from high voltage electricity. Such unauthorized modifications could reduce the safety of our vehicles and any injuries resulting from such modifications could result in adverse publicity which would adversely affect our brand and harm our business, financial condition, results of operations, and prospects.

Any unauthorized control or manipulation of our vehicle systems could result in loss of confidence in us and our vehicles and harm our business.

Our vehicles contain complex information technology systems. For example, our vehicles are designed with built-in data connectivity to accept and install periodic remote updates from us to improve or update the functionality of our vehicles. We have designed, implemented and tested security measures intended to prevent unauthorized access to our information technology networks, our vehicles, and their systems. However, hackers may attempt in the future, to gain unauthorized access to modify, alter, and use our networks, vehicles, and systems to gain control of, or to change, our vehicles' functionality, user interface, and performance characteristics, or to gain access to data stored in or generated by the vehicles. Vulnerabilities could be identified in the future and our remediation efforts may not be successful. Any unauthorized access to or control of our vehicles or their systems or any loss of data could result in legal claims or proceedings against us. In addition, regardless of their veracity, reports of unauthorized access to our vehicles, their systems, or data, as well as other factors that may result in the perception that our vehicles, their systems, or data are capable of being "hacked," could negatively affect our brand and harm our business, financial condition, results of operations, and prospects.

We retain certain information about our customers, which may subject us to complex and evolving laws and regulations regarding cybersecurity, privacy, data protection and information security in various jurisdictions we operate.

We use our vehicles' electronic systems to log, with necessary permission, certain information about each vehicle's use in order to aid us in vehicle diagnostics and repair and maintenance, as well as to help us optimize the driving and riding experiences. Our customers may object to the use of this data, which may harm our business. We have adopted strict information security policies and deployed advanced security measures to comply with these requirements and to prevent data loss and other security breaches, including, among others, advanced encryption technologies. Further, such security measures of our contractors, consultants, and collaborators are also vulnerable to breakdown or other damage or interruption from such attacks.

Nonetheless, information stored on our systems may be targeted in cyber-attacks, including computer viruses, worms, phishing attacks, malicious software programs, and other information security breaches, which could result in the unauthorized release, gathering, monitoring, misuse, loss, or destruction of such information. If cybercriminals are able to circumvent our security measures, or if we are unable to detect and prevent an intrusion into our systems, data stored with us may be compromised and susceptible to unauthorized access, use, disclosure, disruption, modification, or destruction, which could subject us to liabilities, fines and other penalties. Additionally, if any of our employees accesses, converts, or misuses any sensitive information, we could be liable for damages, and our business reputation could be materially damaged. Because the techniques used to obtain unauthorized access or to sabotage systems change frequently, we may not be able to anticipate these techniques and implement adequate preventative or protective measures.

Due to our data collection practices, products, services and technologies, we are subject to or affected by a number of laws and regulations in jurisdictions we operate, as well as contractual obligations and industry standards, that impose certain obligations and restrictions with respect to data privacy and security and govern our collection, storage, retention, protection, use, processing, transmission, sharing and disclosure of personal information including that of our employees, customers and other third parties with whom we conducts business. These laws, regulations and standards may be interpreted and applied differently over time and from

jurisdiction to jurisdiction, and it is possible that they will be interpreted and applied in ways that may have a material and adverse impact on our business, financial condition and results of operations.

The global data protection landscape is rapidly evolving, and implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future. We may not be able to monitor and react to all developments in a timely manner. For example, the European Union adopted the General Data Protection Regulation ("GDPR"), which became effective on May 25, 2018. United Kingdom adopted the GDPR as retained EU law at the end of the Brexit transition period, and a UK-specific General Data Protection Regulation ("UK GDPR") which is based on the EU GDPR came into force from January 1, 2021. In the United States, there is no overarching generally applicable federal law in the US that governs personal data. Instead, more narrow and specific federal laws apply to the processing or other use or treatment of certain types of personal data, and US Federal Trade Commission may bring enforcement actions against companies that engage in processing of personal data in a manner that constitutes an unfair or deceptive trade practice. In addition, the overwhelming majority of states have enacted laws related to data privacy. For instance, California adopted the California Consumer Privacy Act of 2018 ("CCPA"), which became effective in January 2020. Other jurisdictions have begun to propose similar laws. Failure to comply with applicable cybersecurity, privacy, data protection and information security laws or regulations or to secure personal information could result in investigations, enforcement actions and other proceedings against us, which could result in substantial fines, damages and other liability as well as damage to our reputation and credibility, which could have a negative impact on revenues and profits. For more risks relating to laws and regulations of mainland China regarding cybersecurity, privacy, data protection and information security, see "— Risks Relating to Doing Business in China — We are subject to regulations of mainland China regarding cybersecurity, privacy, data protection and information security. Any privacy or data security breach or any failure to comply with these laws and regulations could damage our reputation and brand, result in negative publicity, legal proceedings, increased cost of operations, warnings, fines, service or business suspension, confiscation of illegal gains, revocation of business permits or licenses, or otherwise harm our business and results of operations."

Compliance with applicable cybersecurity, privacy, data protection and information security laws and regulations is a rigorous and time-intensive process, and we may be required to put in place additional mechanisms to comply with such laws and regulations, which could cause us to incur substantial costs or require us to change our business practices, including our data practices, in a manner adverse to our business. In addition, changes in existing laws or regulations or adoption of new laws and regulations in these fields, particularly any new or amended laws or regulations that require enhanced protection for certain types of data or new obligations with regard to data retention, transfer or disclosure, could greatly increase our cost in providing our service offerings, require significant changes to our operations or even prevent us from providing certain service offerings in jurisdictions in which we currently operate or in which we may operate in the future.

We generally comply with industry standards and are subject to the terms of our own privacy policies. We have incurred, and will continue to incur, significant expenses in an effort to comply with privacy, data protection and information security standards and protocols imposed by laws, regulations, and industry standards in jurisdictions we operate, or contractual obligations. Nonetheless, certain emerging laws and regulations in these fields are still subject to a high degree of uncertainty as to their interpretation and application.

Despite our efforts to comply with applicable laws, regulations and other obligations relating to cybersecurity, privacy, data protection and information security, it is possible that our practices, offerings, services or platform could fail to meet all of the requirements imposed on us by such laws, regulations or obligations, which may in turn result in the suspension of our app and thus restrict our use of such information, and hinder our ability to acquire new customers or market to existing customers.

We cannot assure you that we will or will be able to comply with such laws and regulations regarding cybersecurity, privacy, data protection and information security in all respects and any failure or perceived failure to comply with the same may result in inquiries or other proceedings being instituted against, or other actions, decisions or sanctions being imposed on us by governmental authorities, users, consumers or other parties, including warnings, fines, penalties, directions for rectifications, service suspension or removal of our

application from application stores, as well as in negative publicity on us and damage to our reputation, any of which could cause us to lose users and business partners and have a material adverse effect on our operations, revenues and profits.

The unavailability, reduction or elimination of government and economic incentives or government policies which are favorable for electric vehicles and domestically produced vehicles could have a material adverse effect on our business, financial condition, operating results, and prospects.

Our growth depends significantly on the availability and extent of government subsidies, economic incentives, and government policies that support the growth of new energy vehicles.

Our vehicles benefit from government incentives for electric vehicles in the European Union, United Kingdom, and United State, see "Information About Lotus Tech — Global Government Regulations — Regulations on Incentives." In China, we also benefit from favorable government incentives and subsidies, including one-time government subsidies, exemption from vehicle purchase tax, exemption from license plate restrictions in certain cities, preferential utility rates for charging facilities and more. Changes in government subsidies, economic incentives, and government policies to support electric vehicles in any jurisdictions we operate could adversely affect the results of our operations. For example, China's central government no longer provides subsidies for purchasers of certain NEVs after December 31, 2022. In addition, local subsidies for NEVs were required to be canceled after June 25, 2019. If government incentives for electric vehicles gradually phase out in any jurisdictions we operate, there is no assurance that the alternative fuel vehicle industry generally or our electric vehicles in particular could maintain their competitiveness as compared to ICE vehicles.

Our vehicles sales may also be impacted by government policies such as tariffs on imported vehicles and foreign investment restrictions in the industry. The tariff in China on imported passenger vehicles (other than those originating in the United States of America) was reduced to 15% starting from July 1, 2018. As a result, pricing advantage of domestically manufactured vehicles could be diminished. Historically, there had been a certain limit on foreign ownership of automakers in China, but for automakers of NEVs, such limit was lifted in 2018. Further, pursuant to the Special Administrative Measures (Negative List) for Foreign Investment Access (2021 Version), or 2021 Negative List, most recently jointly promulgated by the Ministry of Commerce of the PRC, or the MOFCOM, and the National Development and Reform Commission of the PRC, or the NDRC, on December 27, 2021 and became effective on January 1, 2022, the limit on foreign ownership of automakers for ICE passenger vehicles was also lifted. As a result, foreign NEV competitors could build wholly-owned facilities in China without the need for a domestic joint venture partner. These changes could affect the competitive landscape of the NEV industry and reduce our pricing advantage, which may adversely affect our business, results of operations, and financial condition.

Apart from vehicle purchase subsidies, China's central government has adopted an NEV credit scheme that incentivizes OEMs to increase the production and sale of NEVs. Excess positive NEV credits ("automotive regulatory credits") are tradable and may be sold to other enterprises through a credit trading scheme established by the Ministry of Industry and Information Technology of the PRC, or the MIIT. For further information relating to automotive regulatory credits, please refer to "Information About Lotus Tech — PRC Government Regulations — Favorable Government Policies Relating to New Energy Vehicles in mainland China — Corporate Average Fuel Consumption and New Energy Vehicle Credit Schemes for Vehicle Manufacturers and Importers." Any changes in government policies to restrict or eliminate such automotive regulatory credits trading could adversely affect our business, financial condition, and results of operations.

Such negative influence could continue. Furthermore, China's central government provides certain local governments with funds and subsidies to support the roll-out of charging infrastructure. See "Information About Lotus Tech — PRC Government Regulations — Favorable Government Policies Relating to New Energy Vehicles in mainland China." These policies are subject to change and beyond our control. We cannot assure you that any changes would be favorable to our business. Furthermore, any reduction, elimination, delayed payment or discriminatory application of government subsidies and economic incentives because of policy changes, the reduced need for such subsidies and incentives due to the perceived success of electric vehicles, fiscal tightening or other factors may result in the diminished competitiveness of the alternative fuel vehicle industry generally or our electric vehicles in particular.

Any of the foregoing could materially and adversely affect our business, results of operations, financial condition and prospects.

Our results of operations may vary significantly from period to period due to the seasonality of our business and fluctuations in our operating costs.

Our results of operations may vary significantly from period to period due to many factors, including seasonal factors that may affect the demand for our vehicles. Automotive manufacturers typically experience seasonality with comparatively low sales in the first quarter, and comparatively high in fourth quarter of the calendar year. Our limited operating history makes it difficult for us to judge the exact nature or extent of the seasonality of our business. Also, any unusually severe weather conditions in certain regions may impact demand for our vehicles. Our results of operations could also suffer if we do not achieve revenue consistent with our expectations for this seasonal demand because many of our expenses are based on anticipated levels of annual revenue.

We also expect our period-to-period results of operations to vary based on our operating costs, which we anticipate will increase significantly in future periods as we, among other things, design and develop our BEVs and new models and have them manufactured, build and equip new manufacturing facilities to produce such components, open new retail stores and delivery centers, increase our sales and marketing activities, and increase our general and administrative functions to support our growing operations.

As a result of these factors, we believe that period-to-period comparisons of our results of operations are not necessarily meaningful and that these comparisons cannot be relied upon as indicators of future performance. Moreover, our results of operations may not meet expectations of equity research analysts or investors. If this occurs, the trading price of our securities could fall substantially either suddenly or over time.

Pandemics and epidemics, natural disasters, terrorist activities, political unrest, and other outbreaks could disrupt our production, delivery, and operations, which could materially and adversely affect our business, financial condition, and results of operations.

Global pandemics, epidemics in any jurisdictions we operate, or fear of spread of contagious diseases, such as Ebola virus disease (EVD), COVID-19, Middle East respiratory syndrome (MERS), severe acute respiratory syndrome (SARS), H1N1 flu, H7N9 flu, and avian flu, as well as hurricanes, earthquakes, tsunamis, or other natural disasters could disrupt our business operations, reduce or restrict our supply of materials and services, incur significant costs to protect our employees and facilities, or result in regional or global economic distress, which may materially and adversely affect our business, financial condition, and results of operations. Actual or threatened war, terrorist activities, political unrest, civil strife, and other geopolitical uncertainty could have a similar adverse effect on our business, financial condition, and results of operations. Any one or more of these events may impede our production and delivery efforts and adversely affect our sales results, or even for a prolonged period of time, which could materially and adversely affect our business, financial condition, and results of operations.

Beginning in 2020, outbreaks of COVID-19 resulted in the temporary closure of many corporate offices, retail stores, and manufacturing facilities across China. Normal economic life throughout China was sharply curtailed. The population in most of the major cities was locked down to a greater or lesser extent at various times and opportunities for discretionary consumption were extremely limited. China began to modify its zero-COVID policy at the end of 2022, and most of the travel restrictions and quarantine requirements were lifted in December 2022. There were surges of cases in many cities during this time which caused disruption to our and our suppliers' operations, and there remains uncertainty as to the future impact of the virus, especially in light of this change in policy. The extent to which the pandemic impacts our results of operations going forward will depend on future developments which are highly uncertain and unpredictable, including the frequency, duration and extent of outbreaks of COVID-19, the appearance of new variants with different characteristics, the effectiveness of efforts to contain or treat cases, and future actions that may be taken in response to these developments. China may experience lower domestic consumption, higher unemployment, severe disruptions to exporting of goods to other countries and greater economic uncertainty, which may impact our business in a negative way. Consequently, the COVID-19 pandemic may continue to adversely affect our business, financial condition and results of operations in the current and future years.

We are also vulnerable to natural disasters and other calamities. Although we have servers that are hosted in an offsite location, our backup system does not capture data on a real-time basis and we may be unable to recover certain data in the event of a server failure. We cannot assure you that any backup systems will be adequate to protect us from the effects of fire, floods, typhoons, earthquakes, power loss, telecommunications failures, break-ins, war, riots, terrorist attacks, or similar events. Any of the foregoing events may give rise to interruptions, damage to our property, delays in production, breakdowns, system failures, technology platform failures, or internet failures, which could cause the loss or corruption of data or malfunctions of software or hardware as well as adversely affect our business, financial condition, and results of operations.

We have limited insurance coverage, which could expose us to significant costs and business disruption.

While we carry commercial insurance, including employee benefit insurance, employer's liability insurance, household property insurance, medical insurance, test drive insurance, overseas business trip insurance, and property insurance (including property all risks, public liability insurance, and cargo transportation insurance). Such liability insurance coverage for our products and business operations is limited. A successful liability claim against us, regardless of whether due to injuries suffered by our customers could materially and adversely affect our financial condition, results of operations, and reputation. In addition, we do not have any business disruption insurance. Any business disruption event could result in substantial cost to us and diversion of our resources.

We are or may be subject to risks associated with strategic alliances or acquisitions.

We have entered into and may in the future enter into strategic alliances, including joint ventures or minority equity investments, with various third parties to further our business purpose from time to time. For example, we entered into the Distribution Agreement, pursuant to which we are the exclusive distributor to distribute the vehicles manufactured by Lotus UK within China, among other territories. These alliances could subject us to a number of risks, including risks associated with sharing proprietary information, non-performance by third parties, and increases in expenses in integrating and realizing synergies, any of which may materially and adversely affect our business. We may have limited ability to monitor or control the actions of these third parties and, to the extent any of these third parties suffers negative publicity or harm to their reputation from events relating to their businesses, we may also suffer negative publicity or harm to our reputation by virtue of our association with any such third party.

In addition, if appropriate opportunities arise, we may acquire additional assets, products, technologies, or businesses that are complementary to our existing business. In addition to possible shareholder approval, we may have to obtain approvals and clearances from relevant government authorities for such acquisitions in order to comply with any applicable laws and regulations of mainland China, which could result in increasing delay and costs, and may derail our business strategy if we fail to do so. Moreover, the costs of identifying and consummating acquisitions may be significant. Furthermore, past and future acquisitions and the subsequent integration of new assets and businesses into our own require significant attention from our management and could result in a diversion of resources from our existing business, which in turn could have an adverse effect on our operations. Acquired assets or businesses may not generate the synergies or financial results we expect. Acquisitions could result in the use of substantial amounts of cash, potentially dilutive issuances of equity securities, the occurrence of significant goodwill impairment charges, amortization expenses for other intangible assets, and exposure to potential unknown liabilities of the acquired business. Any acquired business may be involved in legal proceedings originating from historical periods prior to the acquisition, and we may not be fully indemnified, or at all, for any damage to us resulting from such legal proceedings, which could materially and adversely affect our financial position and results of operations.

If we fail to maintain an effective system of internal control over financial reporting, we may be unable to accurately report our financial results or prevent fraud, and investor confidence in our company and the market price of our securities may be adversely affected.

Prior to the consummation of the Business Combination, we had been a private company with limited accounting personnel and other resources with which to address our internal controls over financial reporting. In connection with the audit of our combined and consolidated financial statements included in this prospectus, We have identified and our independent registered public accounting firm in connection with their

audit identified material weaknesses in our internal control over financial reporting. As defined in the standards established by the U.S. Public Company Accounting Oversight Board, a "material weakness" is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. The material weaknesses identified relate to (i) our Company's lack of sufficient competent financial reporting and accounting personnel with appropriate understanding of U.S. GAAP and financial reporting requirements set forth by the SEC required to formalize, design, implement and operate key controls over financial reporting processes to comply with U.S. GAAP and SEC financial reporting requirements, and (ii) our Company's lack of period end financial closing policies and procedures to formalize, design, implement and operate key controls over period end financial closing process for the preparation of combined and consolidated financial statements, including disclosures, in accordance with U.S. GAAP and relevant SEC financial reporting requirements.

Upon completion of the consummation of the Business Combination, we will become subject to the Sarbanes-Oxley Act of 2002. Section 404 of the Sarbanes-Oxley Act, or Section 404, will require that we include a report from management on the effectiveness of our internal control over financial reporting in our annual report on Form 20-F beginning with our annual report for the fiscal year ending December 31, 2023. In addition, once we cease to be an "emerging growth company" as such term is defined in the JOBS Act, our independent registered public accounting firm must attest to and report on the effectiveness of our internal control over financial reporting. Our management may conclude that our internal control over financial reporting is not effective. Moreover, even if our management concludes that our internal control over financial reporting is effective, our independent registered public accounting firm, after conducting its own independent testing, may issue a report that is qualified if it is not satisfied with our internal controls or the level at which our controls are documented, designed, operated or reviewed, or if it interprets the relevant requirements differently from us. In addition, after we become a public company, our reporting obligations may place a significant strain on our management, operational and financial resources and systems for the foreseeable future. We may be unable to timely complete our evaluation testing and any required remediation.

During the course of documenting and testing our internal control procedures, in order to satisfy the requirements of Section 404, we may identify other weaknesses and deficiencies in our internal control over financial reporting. In addition, if we fail to maintain the adequacy of our internal control over financial reporting, as these standards are modified, supplemented or amended from time to time, we may not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404. If we fail to achieve and maintain an effective internal control environment, we could suffer material misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could in turn limit our access to capital markets, harm our results of operations, and lead to a decline in the trading price of our securities. Additionally, ineffective internal control over financial reporting could expose us to increased risk of fraud or misuse of corporate assets and subject us to potential delisting from the stock exchange on which we list, regulatory investigations, and civil or criminal sanctions. We may also be required to restate our financial statements from prior periods.

Interruption or failure of our information technology and communications systems could affect our ability to effectively provide our services.

Our in-car technology system, and other digitalized sales, service, customer relationship, internal information and knowledge management systems depend on the continued operation of our information technology and communications systems. These systems are vulnerable to damage or interruption from, among others, fire, terrorist attacks, natural disasters, power loss, telecommunications failures, computer viruses, computer denial of service attacks, or other attempts to harm our systems. The occurrence of any of the foregoing events could result in damage to or failure of our systems. These risks may be heightened for operations at facilities outside of our direct control. Any network interruption or inadequacy that causes interruptions to our products or the access to our product operating systems, or failure to maintain the network and server or solve such problems in a timely manner, could reduce our user satisfaction, which, in turn, will adversely affect our reputation, user base and future operations, and financial condition. Our data centers are also subject to break-ins, sabotage, hackings, malfunctions, loss or corruption of data, software, hardware or other computer equipment, the intentional or inadvertent transmission of computer viruses,

software errors, malware, security attacks, fraud, and intentional or accidental human actions or omissions, and to potential disruptions. Some of our systems are not fully redundant, and our disaster recovery planning cannot account for all eventualities. Any problems at our data centers could result in lengthy interruptions in our service. In addition, our products and services are highly technical and complex and may contain errors or vulnerabilities, which could result in interruptions in our services or the failure of our systems.

The construction and operation of our headquarters in Wuhan is subject to regulatory approvals and may be subject to delays, cost overruns or may not produce expected benefits.

We are currently building, and expect to continue to develop, our headquarters in Wuhan, on land over which we have acquired land use right certificates. Major construction projects, such as the construction of our headquarters in Wuhan, require significant capital, and are subject to numerous risks and uncertainties, including, delays, cost overruns, disputes with builders and contractors, construction quality issues, safety considerations, which are factors that we cannot control. Any failure to complete these projects on schedule and within budget could adversely impact our financial condition and results of operations. Under laws of mainland China, construction projects are subject to broad and strict government supervision and approval procedures, including but not limited to project approvals and filings, construction land and project planning approvals, environment protection approvals, the pollution discharge permits, work safety approvals, fire protection approvals, and the completion of inspection and acceptance by relevant authorities. The construction projects being or to be carried out by us are undergoing necessary approval procedures as required by law. As a result, the relevant entities operating such construction projects may be subject to administrative uncertainty construction projects in question within a specified time frame, fines or the suspension of use of such projects. Any of the foregoing could have a material adverse impact on our operations.

We and our manufacturing partner, Geely Holding, are subject to various environmental laws and regulations in jurisdictions we operate that could impose substantial costs upon us.

As an automobile developer, the operations of ours and our strategic partner, Geely Holding, are subject to various environmental laws and regulations in jurisdictions we operate, including laws relating to the use, handling, storage, and disposal of, and human exposure to, hazardous materials, fuel economy and emissions, and with respect to constructing, expanding and maintaining manufacturing facilities among other things. Environmental laws and regulations can be complex, and the business and operations of ours and our strategic partner, Geely Holding, may be affected by future amendments to such laws or other new environmental laws which may require us to change our operations, potentially resulting in a material adverse effect on our business.

These laws can give rise to liability for administrative oversight costs, cleanup costs, property damage, bodily injury, and fines and penalties. Capital and operating expenses needed to comply with environmental laws and regulations can be significant, and violations may result in substantial fines and penalties, third-party damages, suspension of production or a cessation of our operations.

We are subject to laws, regulations and regulatory agencies regarding environmental protection like EU Regulation 715/2007 in the European Union and United Kingdom, federal level requirements of the Clean Air Act and laws and regulations administered by the NHTSA and the Environmental Protection Agency (“EPA”) and other state level regulations in the United State, and the Provisions on the Administration of Investments in the Automotive Industry in China. The costs of compliance to environmental laws and regulations, including remediating contamination if any is found on our properties and any changes to our operations mandated by new or amended laws, may be significant. We may also face unexpected delays in obtaining environmental permits and approvals required by such laws in connection with the manufacturing and sale of our vehicles, which would hinder our ability to conduct our operations. Such costs and delays may adversely impact our business prospects and results of operations. Furthermore, any violations of these environmental laws and regulations may result in litigation, substantial fines and penalties, remediation costs, third party damages or a suspension or cessation of our operations.

We may be subject to legal proceedings in the ordinary course of our business. If the outcomes of such proceedings are adverse to us, it could have a material adverse effect on our business, results of operations, and financial condition.

We may be subject to legal proceedings from time to time in the ordinary course of our business, which could have a material adverse effect on our business, results of operations, and financial condition. Claims

arising out of actual or alleged violations of law could be asserted against us by our customers, our competitors, governmental entities in civil or criminal investigations and proceedings, or other entities. These claims could be asserted under a variety of laws, including but not limited to product liability laws, consumer protection laws, intellectual property laws, labor and employment laws, securities laws, tort laws, contract laws, property laws, data compliance laws, and employee benefit laws. There is no guarantee that we will be successful in defending ourselves in legal and administrative actions or in asserting our rights under various laws. Even if we are successful in our attempt to defend ourselves in legal and administrative actions or to assert our rights under various laws, enforcing our rights against the various parties involved may be expensive, time-consuming, and ultimately futile. Such actions could also expose us to negative publicity and to substantial monetary damages and legal defense costs, injunctive relief, and criminal, civil, and administrative fines and penalties.

Our revenues and financial results may be adversely affected by economic slowdown globally and in any jurisdictions we operate.

The success of our business ultimately depends on consumer spending. Our revenues and financial results are impacted to a significant extent by economic conditions globally and in any jurisdictions we operate. The global macroeconomic environment is facing numerous challenges. Any slowdown could significantly reduce domestic commerce in jurisdictions we operate, including through the automobile market generally and through us. In addition, there is considerable uncertainty over the long-term effects of the expansionary monetary and fiscal policies adopted by the central banks and financial authorities of some of the world's leading economies, including the United States and China. The conflicts in Ukraine and the imposition of broad economic sanctions on Russia could raise energy prices and disrupt global markets. Unrest, terrorist threats and the potential for war in the Middle East and elsewhere may increase market volatility across the globe. There have also been concerns about the relationship between China and other countries, including the surrounding Asian countries, which may potentially have economic effects. In particular, there is significant uncertainty about the future relationship between the United States and China with respect to trade policies, treaties, government regulations, and tariffs. In addition, the COVID-19 pandemic had negatively impacted the economies of China, the United States, and numerous other countries around the world, and is expected to result in a severe global recession. Economic conditions in jurisdictions we operate may be sensitive to global economic conditions, as well as changes in domestic economic and political policies and the expected or perceived overall economic growth rate in specific jurisdiction. Any severe or prolonged economic slowdown globally and in any jurisdictions we operate may materially and adversely affect our business, results of operations, and financial condition.

Heightened tensions in international relations, particularly between the United States and China, may adversely impact our business, financial condition, and results of operations.

Recently there have been heightened tensions in international relations, particularly between the United States and China. These tensions have affected both diplomatic and economic ties. Heightened tensions could reduce levels of trade, investments, technological exchanges, and other economic activities among major economies. Sanctions may create supply constraints and drive inflation. The existing tensions and any further deterioration in international relations may have a negative impact on the general, economic, political, and social conditions and adversely impact our business, financial condition, and results of operations.

The U.S. government has made statements and taken certain actions that may lead to changes in U.S. and international trade policies towards China. In January 2020, the "Phase One" agreement was signed between the United States and China on trade matters. However, it remains unclear what additional actions, if any, will be taken by the U.S. or other governments with respect to international trade agreements, the imposition of tariffs on goods imported into the United States, tax policy related to international commerce, or other trade matters. Any unfavorable government policies on international trade, such as capital controls or tariffs, may affect the demand for our products and services, impact the competitive position of our products or prevent us from selling products in certain countries. If any new tariffs, legislation and/or regulations are implemented, or if existing trade agreements are renegotiated or, in particular, if the U.S. government takes retaliatory trade actions due to recent U.S.-China trade tensions, such changes could have an adverse effect on our business, financial condition and results of operations.

In addition, we have been closely monitoring domestic policies in the United States designed to restrict certain Chinese companies from supplying or operating in the U.S. market. These policies include the Clean Network project initiated by the U.S. Department of State in August 2020 and new authorities granted to the Department of Commerce to prohibit or restrict the use of information and communications technology and services, or ICTS. While a substantial majority of our business is conducted in China, policies like these may deter U.S. users from accessing and/or using our apps, products and services, which could adversely impact our user experience and reputation.

Likewise, we are monitoring policies in the United States that are aimed at restricting U.S. persons from investing in or supplying certain Chinese companies. The United States and various foreign governments have imposed controls, license requirements and restrictions on the import or export of technologies and products (or voiced the intention to do so). For instance, in October 2022, the U.S. Commerce Department's Bureau of Industry and Security issued rules aimed at restricting China's ability to obtain advanced computing chips, develop and maintain supercomputers, and manufacture advanced semiconductors. In addition, the U.S. government may potentially impose a ban prohibiting U.S. persons from making investments in or engaging in transactions with certain Chinese companies. Measures such as these could deter suppliers in the United States and/or other countries that impose export controls and other restrictions from providing technologies and products to, making investments in, or otherwise engaging in transactions with Chinese companies. As a result, Chinese companies would have to identify and secure alterative supplies or sources of financing, while they may not be able to do so in a timely manner and at commercially acceptable terms, or at all. In addition, Chinese companies may have to limit and reduce their research and development and other business activities, or cease conducting transactions with parties, in the United States and other countries that impose export controls or other restrictions. Like other Chinese companies, our business, financial condition and results of operations could be adversely affected as a result.

Unexpected termination of leases, failure to renew the lease of our existing premises or to renew such leases at acceptable terms could materially and adversely affect our business.

We lease premises for research and development, self-operated stores, delivery and servicing centers and offices. We cannot assure you that we would be able to renew the relevant lease agreements without substantial additional costs or increases in the rental cost payable by us. If a lease agreement is renewed at a rent substantially higher than the current rate, or currently existing favorable terms granted by the lessor are not extended, our business and results of operations may be adversely affected.

We have granted, and may continue to grant options and other types of awards under our share incentive plan, which may result in increased share-based compensation expenses.

We adopted a share incentive plan in September 2022 (the "2022 Share Incentive Plan"), for the purpose of attracting and retaining the best available personnel, providing additional incentives to employees, directors and consultants, and promoting the success of Lotus Tech's business. Under the 2022 Share Incentive Plan, we are authorized to grant options. The maximum aggregate number of ordinary shares that may be issued pursuant to all awards under the 2022 Share Incentive Plan is 232,751,852. As of December 31, 2022, a total of awards to purchase 46,860,000 ordinary shares have been granted under the 2022 Share Incentive Plan and outstanding, excluding awards that were forfeited or cancelled after the relevant grant dates. See "Management Following The Business Combination — Share Incentive Plans." The plan administrator determines the exercise price for each award.

We believe the granting of share-based awards is of significant importance to our ability to attract and retain key personnel and employees, and we may continue to grant share-based compensation to employees in the future. As a result, our expenses associated with share-based compensation may increase, which may have an adverse effect on our results of operations.

Furthermore, perspective candidates and existing employees often consider the value of the equity awards they receive in connection with their employment. Thus, our ability to attract or retain highly skilled employees may be adversely affected by declines in the perceived value of our equity or equity awards. Furthermore, there are no assurances that the number of shares reserved for issuance under our share incentive plans will be sufficient to grant equity awards adequate to recruit new employees and to compensate existing employees.

Our business depends substantially on the continued efforts of our executive officers, key employees and qualified personnel, and our operations may be severely disrupted if we lose their services.

Our success depends substantially on the continued efforts of our executive officers and key employees with expertise in various areas. If one or more of our executive officers or key employees were unable or unwilling to continue their services with us, we may not be able to replace them easily in a timely manner, or at all. As we build up our brand awareness and become more well-known, the risk that competitors or other companies may poach our talent increases.

Our industry is characterized by high demand and intense competition for talent, in particular with respect to qualified talent in the areas of automotive intelligence technologies, and therefore, we cannot assure you that we will be able to continue to attract or retain qualified staff or other highly skilled employees. In addition, because we are operating in a new and challenging industry that requires continuous innovations of technologies and solutions, we may not be able to hire qualified individuals with sufficient training in a timely manner, and we may need to spend significant time and resources training the employees we hire. We also require sufficient talent in areas such as software development. Furthermore, as our company is relatively young, our ability to train and integrate new employees into our operations may not meet the growing demands of our business, which may materially and adversely affect our ability to grow our business and our results of operations.

If any of our executive officers and key employees terminates his or her services with us, our business may be severely disrupted, our financial condition and results of operations may be materially and adversely affected, and we may incur additional expenses to recruit, train, and retain qualified personnel. If any of our executive officers or key employees joins a competitor or forms a competing company, we may lose customers, know-how, and key professionals and staff members. While each of our executive officers and key employees has entered into an employment agreement with non-compete clauses with us, if any dispute arises between our executive officers or key employees and us, the relevant non-competition provisions may not be enforceable, especially under laws of mainland China, on the ground that we have not provided adequate compensation to them for their non-competition obligations.

Our management team has limited experience managing a public company.

Most of the members of our management team have limited experience in managing a publicly traded company, interacting with public company investors, and complying with the increasingly complex laws and regulations pertaining to public companies. Our management team may not successfully or efficiently manage our transition to being a public company subject to significant regulatory oversight and reporting obligations under the federal securities laws and the continuous scrutiny of securities analysts and investors. These new obligations and constituents will require significant attention from our senior management and may divert their attention away from the day-to-day management of our business, which could adversely affect our business, financial condition, and operating results.

We may be subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions, and similar laws, and noncompliance with such laws can subject us to administrative, civil, and criminal penalties, collateral consequences, remedial measures, and legal expenses, all of which could adversely affect our business, results of operations, financial condition, and reputation.

We may be subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions, and similar laws and regulations in various jurisdictions in which we conduct activities, including the U.S. Foreign Corrupt Practices Act, or FCPA, and other anti-corruption laws and regulations. The FCPA prohibits us and our officers, directors, employees, and business partners acting on our behalf, including agents, from corruptly offering, promising, authorizing, or providing anything of value to a "foreign official" for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. The FCPA also requires companies to make and keep books, records, and accounts that accurately reflect transactions and dispositions of assets and to maintain a system of adequate internal accounting controls. A violation of these laws or regulations could adversely affect our business, reputation, financial condition, and results of operations.

We have direct or indirect interactions with officials and employees of government agencies and state-owned affiliated entities in the ordinary course of business. We also have business collaborations with government agencies and state-owned affiliated entities. These interactions subject us to an increasing level of compliance-related concerns. We are in the process of implementing policies and procedures designed to ensure compliance by us and our directors, officers, employees, consultants, agents, and business partners with applicable anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions, and similar laws and regulations. However, our policies and procedures may not be sufficient and our directors, officers, employees, consultants, agents, and business partners could engage in improper conduct for which we may be held accountable.

Non-compliance with anti-corruption, anti-bribery, anti-money laundering, or financial and economic sanctions laws could subject us to whistleblower complaints, adverse media coverage, investigations, and severe administrative, civil and criminal sanctions, collateral consequences, remedial measures, and legal expenses, all of which could materially and adversely affect our business, reputation, financial condition, and results of operations.

Risks Relating to Our Corporate Structure

If the PRC government determines that our contractual arrangements with the VIE do not comply with regulatory restrictions in mainland China on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations.

Current laws and regulations of mainland China place certain restrictions on foreign ownership of certain areas of businesses. For example, pursuant to the 2021 Negative List, foreign investors are not allowed to own more than 50% of the equity interests in a value-added telecommunication service provider (excluding e-commerce, domestic multiparty communications, store-and-forward, and call centers).

Lotus Technology Inc. is a Cayman Islands company and our PRC subsidiaries are considered foreign-invested enterprises, or FIEs. Therefore, neither Lotus Technology Inc. nor our FIEs are currently eligible to apply for the required licenses for providing internet information services or other value-added telecommunication services or conduct other businesses that are restricted or prohibited from foreign-owned companies in China. To comply with applicable laws and regulations of mainland China, we conduct certain operations in mainland China through the VIE and its subsidiaries by entering into a series of contractual arrangements with the VIE and its shareholders. Wuhan Lotus E-Commerce Co., Ltd. currently holds a Value-added Telecommunication Business Operating License for internet information service, or the ICP License.

In the opinion of Han Kun Law Offices, our PRC legal counsel, (i) the ownership structure of our wholly-owned subsidiary, Wuhan Lotus Technology Co., Ltd., or the WFOE, and the VIE are not in violation of any explicit provisions of laws and regulations of mainland China currently in effect; and (ii) each of the contracts among the WFOE, the VIE, and its shareholders governed by laws of mainland China is valid and binding. However, we have been advised by our PRC legal counsel that there are substantial uncertainties regarding the interpretation and application of current and future laws, regulations, and rules in mainland China, and there can be no assurance that the PRC regulatory authorities will take a view that is consistent with the opinion of our PRC legal counsel.

However, Lotus Technology Inc. is not a Chinese operating company but a Cayman Islands holding company with no equity ownership in the VIE and its subsidiaries. We conduct our operations in China through (i) our PRC subsidiaries and (ii) the VIE, with which we have maintained contractual arrangements, and its subsidiaries. Investors in our securities thus are not purchasing equity interest in the VIE but instead are purchasing equity interest in a Cayman Islands holding company. If the PRC government determines that our contractual arrangements with the VIE do not comply with regulatory restrictions in mainland China on foreign investment in the relevant industries, or if these regulations or the interpretation of existing regulations change or are interpreted differently in the future, we could be subject to severe penalties or be forced to relinquish our interests in those operations. We may not be able to repay our indebtedness, and our securities may decline in value, if we are unable to assert our contractual control rights over the assets of the VIE and its subsidiaries. Our holding company in the Cayman Islands, the VIE and its subsidiaries, and investors of our

company face uncertainty about potential future actions by the PRC government that could affect the enforceability of the contractual arrangements with the VIE and, consequently, significantly affect the financial performance of the VIE and our company as a group.

It is uncertain whether any new laws or regulations in mainland China relating to VIE structures will be adopted or if adopted, what they would provide. In particular, the National People's Congress approved the Foreign Investment Law, or the 2019 PRC Foreign Investment Law, on March 15, 2019, which took effect on January 1, 2020. In addition, the State Council approved the Implementation Rules of Foreign Investment Law on December 26, 2019, which took effect on January 1, 2020. There are uncertainties as to how the 2019 PRC Foreign Investment Law and its Implementation Rules would be further interpreted and implemented, if it would represent a major change to the laws and regulations relating to the VIE structures. See "— Risks Relating to Doing Business in China — Substantial uncertainties exist with respect to the interpretation and implementation of newly enacted 2019 PRC Foreign Investment Law and its Implementation Rules."

If the ownership structure, contractual arrangements, and businesses of our PRC subsidiaries or the VIE are found to be in violation of any existing or future laws or regulations in mainland China, or our PRC subsidiaries or the VIE fail to obtain or maintain any of the required permits or approvals, the relevant PRC regulatory authorities would have broad discretion to take action in dealing with such violations or failures, including:

- revoking the business licenses and operating licenses of such entities;
- discontinuing or restricting our operations or our right to collect revenues;
- imposing fines, confiscating any of VIEs' income that they deem to have been obtained through illegal operations;
- imposing conditions or requirements with which the LTC's subsidiaries or the VIEs may not be able to comply;
- requiring LTC to restructure the ownership structure or operations, including terminating the contractual arrangements and deregistering equity pledges made by the nominee equity holders of the VIEs, which in term would affect the ability to consolidate, derive economic interests from, or exert effective control over the VIEs;
- restricting or prohibiting LTC's use of the proceeds of overseas offering to finance the business and operations in mainland China; or
- taking other regulatory or enforcement actions that could be harmful to our business.

Uncertainties also exist with respect to the interpretation and implementation of the Overseas Listing Filing Rules, promulgated by the CSRC on February 17, 2023 and to be effective from March 31, 2023, and how the Overseas Listing Filing Rules may impact the viability of our current corporate structure, corporate governance and business operations. Based on the set of Q&A published on the CSRC's official website in connection with the Overseas Listing Filing Rules, the official from the CSRC clarified that, as for companies seeking overseas listing with contractual arrangements, the CSRC will solicit opinions from relevant regulatory authorities and complete the filing of the overseas listing of companies with contractual arrangements which duly meet the compliance requirements, and support such companies in taking advantage of both markets and both resources. If we fail to complete the filing with the CSRC in a timely manner or at all, for this Business Combination and our listing and any future offering, listing or any other capital raising activities, which are subject to the filings under the Overseas Listing Filing Rules, due to our contractual arrangements, our ability to raise or utilize funds could be materially and adversely affected, and we may even need to unwind our contractual arrangements or restructure our business operations to rectify the failure to complete the filings. However, given that the Overseas Listing Filing Rules were recently promulgated, there remains substantial uncertainties as to their interpretation, application, and enforcement and how they will affect our operations and our future financing.

Any of these or similar occurrences could significantly disrupt our or the VIE's business operations or restrict the VIE from conducting a substantial portion of their business operations, which could materially and adversely affect the business, financial condition, and results of operations of the VIE and us. If any of these occurrences results in our inability to direct the activities of any of the VIE that most significantly

impact its economic performance, and/or our failure to receive the economic benefits from any of the VIE, we may not be able to consolidate the VIE in our combined and consolidated financial statements in accordance with U.S. GAAP.

We rely on contractual arrangements with the VIE and its shareholders to exercise control over our business, which may not be as effective as direct ownership in providing operational control.

We have relied and expect to continue to rely on contractual arrangements with the VIE and its shareholders to conduct a portion of our operations in China. The shareholders of the VIE may not act in the best interests of our company or may not perform their obligations under these contracts. If we had direct ownership of the VIE, we would be able to exercise our rights as a shareholder to control the VIE to excise rights of shareholders to effect changes in the board of directors of the VIE, which in turn could implement changes, subject to any applicable fiduciary obligations, at the management and operational level. However, under the contractual arrangements, we would rely on legal remedies under laws of mainland China for breach of contract in the event that the VIE and its shareholders did not perform their obligations under the contracts. These legal remedies may not be as effective as direct ownership in providing us with control over the VIE.

If the VIE or its shareholders fail to perform their obligations under the contractual arrangements, we may have to incur substantial costs and expend additional resources to enforce such arrangements, and rely on legal remedies under laws of mainland China, including contractual remedies, which may not be sufficient or effective. All of the agreements under our contractual arrangements are governed by and interpreted in accordance with PRC laws, and disputes arising from these contractual arrangements will be resolved through arbitration in mainland China. However, the legal framework and system in mainland China, in particularly those relating to arbitration proceedings, are not as developed as in some other jurisdictions, such as the United States. As a result, uncertainties in the legal system of mainland China could limit our ability to enforce these contractual arrangements. Meanwhile, there are very few precedents and little formal guidance as to how contractual arrangements in the context of a VIE should be interpreted or enforced under laws of mainland China. There remain significant uncertainties regarding the ultimate outcome of such arbitration should legal action become necessary. In addition, under laws of mainland China, rulings by arbitrators are final, parties cannot appeal the arbitration results in courts, and if the losing parties fail to carry out the arbitration awards within a prescribed time limit, the prevailing parties may only enforce the arbitration awards in courts in mainland China through arbitration award recognition proceedings, which would require additional expenses and delay. If we are unable to enforce these contractual arrangements, or if we suffer significant delay or face other obstacles in the process of enforcing these contractual arrangements, our ability to conduct our business may be negatively affected.

Our ability to enforce the equity pledge agreement between us and the VIE' shareholders may be subject to limitations based on laws and regulations of mainland China.

Pursuant to the Equity Pledge Agreement between Wuhan Lotus E-Commerce Co., Ltd., the VIE, its shareholders, and Wuhan Lotus Technology Co., Ltd., our wholly-owned PRC subsidiary, or the WFOE, each shareholder of the VIE agrees to pledge its equity interests in the VIE to the WFOE to secure the VIE's performance of its contractual obligations and the payment of debts under the Exclusive Consulting and Service Agreement. The nominee equity holders of VIE pledged their respective equity interest in VIE to WFOE and registration of the equity pledge with competent PRC regulatory authority has been completed. The Equity Pledge Agreement will remain binding until all the contractual obligations of the nominee equity holders of VIE and our VIEs under the Exclusive Consulting and Service Agreement have been fully performed and all the outstanding debts of the nominee equity holders of VIE and our VIEs under the Exclusive Consulting and Service Agreement have been fully paid, or all of their equity interests in VIE have been acquired by WFOE or its designee. Nonetheless, a court in mainland China may take the position that the amount listed on the equity pledge registration forms represents the full amount of the collateral that has been registered and perfected. If this is the case, the obligations that are supposed to be secured in the equity interest pledge agreements in excess of the amount listed on the equity pledge registration forms could be determined by courts in mainland China court as unsecured debt, which typically takes last priority among creditors.

If we exercise the option to acquire equity ownership of the VIE, the ownership transfer may subject us to certain limitations and substantial costs.

Pursuant to the Provisions on Administration of Foreign-Invested Telecommunications Enterprises, the ultimate foreign equity ownership in a value-added telecommunications services provider cannot exceed 50%. In addition, the main foreign investor that invests in a value-added telecommunications business in China must meet certain qualification requirements by possessing prior experience in operating value-added telecommunications businesses and a proven track record of business operations in such industry. Currently, none of the applicable laws of mainland China, regulations, or rules provides clear guidance or interpretation on such qualification requirements. Although we have taken many measures to meet the qualification requirements, we still face the risk of not satisfying the requirements promptly.

If the laws of mainland China were revised to allow foreign investors to hold over 50% of the equity interests in value-added telecommunications enterprises, we might be unable to unwind our contractual arrangements with the VIE before we are able to comply with the qualification requirements, or if we attempt to unwind the contractual arrangements before we are able to comply with the qualification requirements, we may be ineligible to operate our value-added telecommunication enterprises and may be forced to suspend their operations, which could materially and adversely affect our business, financial condition, and results of operations.

Pursuant to the contractual arrangements, the WFOE or its designated person has the exclusive right to purchase all or part of the equity interests in the VIE at the lowest price permitted under applicable laws of mainland China. If such a transfer takes place, the relevant tax authority may ask the WFOE to pay enterprise income tax for ownership transfer income with reference to the market value, in which case the amount of tax could be substantial.

The registered shareholders of the VIE may have potential conflicts of interest with us, which may materially and adversely affect our business and financial condition.

The registered shareholders of Wuhan Lotus E-Commerce Co., Ltd., the VIE, may have potential conflicts of interest with us. These shareholders may breach, or cause the VIE to breach, or refuse to renew, the existing contractual arrangements we have with them and the VIE, which would have a material and adverse effect on our ability to receive economic benefits from them. For example, the shareholders may be able to cause our agreements with the VIE to be performed in a manner adverse to us by, among other things, failing to remit payments due under the contractual arrangements to us on a timely basis. We cannot assure you that when conflicts of interest arise, any or all of these shareholders will act in the best interests of our company or such conflicts will be resolved in our favor.

Currently, we do not have any arrangements to address potential conflicts of interest between these shareholders and our company, except that we could exercise our purchase option under the exclusive option agreements with these shareholders to request them to transfer all of their equity interests in the VIE to a PRC entity or individual designated by us, to the extent permitted by laws of mainland China. For individual shareholder who is also our director, we rely on them to abide by the laws of the Cayman Islands and China, which provide that directors owe a fiduciary duty to the company that requires them to act in good faith and in what they believe to be the best interests of the company and not to use their position for personal gains. There is currently no specific and clear guidance under laws of mainland China that addresses any conflict between laws of mainland China and laws of Cayman Islands in respect of any conflict relating to corporate governance. If we cannot resolve any conflict of interest or dispute between us and the shareholders of the VIE, we would have to rely on legal proceedings, which could result in disruption of our business and subject us to substantial uncertainty as to the outcome of any such legal proceedings.

Our contractual arrangements with the VIE may be subject to scrutiny by the PRC tax authorities and they may determine that we or the VIE owe additional taxes, which could negatively affect our financial condition and the value of your investment.

Under applicable laws and regulations of mainland China, arrangements and transactions among related parties may be subject to audit or challenge by the PRC tax authorities within ten years after the taxable year when the transactions are conducted. The PRC Enterprise Income Tax Law requires every enterprise in China

to submit its annual enterprise income tax return together with a report on transactions with its related parties to the relevant tax authorities. The tax authorities may impose reasonable adjustments on taxation if they have identified any related party transactions that are inconsistent with arm's length principles. We may face material and adverse tax consequences if the PRC tax authorities determine that the contractual arrangements were not entered into on an arm's length basis in such a way as to result in an impermissible reduction in taxes under applicable laws of mainland China, rules and regulations, and adjust the income of the VIE in the form of a transfer pricing adjustment. A transfer pricing adjustment could, among other things, result in a reduction of expense deductions recorded by the VIE for PRC tax purposes, which could in turn increase its tax liabilities without reducing the WFOE's tax expenses. In addition, if the WFOE requests the shareholders of the VIE to transfer their equity interest in the VIE at nominal or no value pursuant to the contractual agreements, such transfer could be viewed as a gift and subject the WFOE to PRC income tax. Furthermore, the PRC tax authorities may impose late payment fees and other penalties on the VIE for the adjusted but unpaid taxes according to the applicable regulations. Our financial position could be materially and adversely affected if any of the VIE' tax liabilities increase or they are required to pay late payment fees and other penalties.

We may lose the ability to use and benefit from assets held by the VIE that are material to the operation of our business if the VIE goes bankrupt or becomes subject to dissolution or liquidation proceeding.

As part of our contractual arrangements with the VIE, it may in the future hold certain assets that are material to the operation of our business. If the VIE goes bankrupt and all or part of its assets become subject to liens or rights of third-party creditors, we may be unable to continue some or all of our business activities, which could materially and adversely affect our business, financial condition and results of operations. Under the contractual arrangements, the VIE may not, in any manner, sell, transfer, mortgage or dispose of their assets or legal or beneficial interests in the business without the WFOE's prior consent. If either of the VIE undergoes voluntary or involuntary liquidation proceeding, unrelated third-party creditors may claim rights to some or all of these assets, thereby hindering our ability to operate our business, which could materially and adversely affect our business, financial condition and results of operations.

Risks Relating to Doing Business in China

Failure to meet the PRC government's complex regulatory requirements on our business operation could result in a material adverse change in our operations and the value of our securities.

A major part of our operations is located in China. The PRC government has significant authority to influence and intervene in the China operations of an offshore holding company, such as LTC, at any time. Accordingly, our business, prospects, financial condition, and results of operations may be influenced to a significant degree by political, economic, and social conditions in China generally.

The Chinese economy differs from the economies of most developed countries in many respects, including the degree of government involvement, level of development, growth rate, control of foreign exchange and allocation of resources. Although the PRC government has implemented measures to underscore the importance of the utilization of market forces for economic reform, the divestment of state ownership in productive assets and the establishment of improved corporate governance in business enterprises, a substantial portion of productive assets in China are still owned by the government. In addition, the PRC government continues to play a significant role in regulating industry development by imposing industrial policies. The PRC government also exercises significant control over China's economic growth through strategically allocating resources, controlling payment of foreign currency-denominated obligations, setting monetary policy and providing preferential treatment to selected industries or companies.

While the Chinese economy has experienced significant growth over the past decades, growth has been uneven, both geographically and among different sectors of the economy. The PRC government has implemented various measures to generate economic growth and strategically allocate resources. Some of these measures may benefit the Chinese economy overall, but may have a negative effect on us. Any slowdown in the Chinese economy may reduce the demand for our products and services and materially and adversely affect our business and results of operations.

We may be adversely affected by the complexity, uncertainties and changes in regulations of mainland China on automotive as well as internet-related businesses and companies.

We operate in highly regulated industries. In particular, our vehicle manufacturing is subject to extensive regulations in China, including but not limited to regulations relating to manufacturing passenger vehicles, regulations on compulsory product certification, regulations on intelligent connected vehicles and autonomous driving, regulations on automobile sales, regulations on the recall of defective automobiles, regulation on import and export of goods, regulations on product liability and consumer protection, and regulations relating to battery recycling for electric vehicles, see "Information about Lotus Tech — PRC Government Regulations." Several PRC regulatory authorities, such as the State Administration for Market Regulation, or the SAMR, the NDRC, the MIIT, and the MOFCOM, oversee different aspects of our operations, including but not limited to:

- assessment of vehicle manufacturing enterprises;
- market admission of NEVs;
- compulsory product certification;
- direct sales model;
- product liabilities;
- sales of vehicle;
- environmental protection system; and
- work safety and occupational health requirements.

We are required to obtain a wide range of government approvals, licenses, permits, and registrations in connection with our operations as well as to follow multiple mandatory standards or technical norms in our manufacturing and our vehicles. However, the interpretation of these regulations may change and new regulations may come into effect, which could disrupt or restrict our operations, reduce our competitiveness, or result in substantial compliance costs. For example, pursuant to the Administrative Rules on the Admission of New Energy Vehicle Manufacturers and Products which was promulgated by the MIIT on January 6, 2017, last amended on July 24, 2020 and became effective from September 1, 2020, our vehicles must meet the requirements set forth in the New Energy Vehicle Products Special Examination Project and Standards stipulated and amended by the MIIT from time to time based on the development of the NEV industry and relevant standards. In addition, certain filings must be made by automobile dealers through the information system for the national automobile circulation operated by the relevant commerce department within 90 days after the receipt of a business license and the information must be updated within 30 days after the change of basic information recorded. Moreover, our direct sales model is relatively new and uncommon in the automotive industry, and there can be no assurance that this model will not be subject to further regulations. As we are expanding our sales and distribution network and setting up additional retail stores in China, we cannot assure you that we will be able to complete such filings in a timely manner. If any of our current or future sales subsidiaries or branches fail to make the necessary filings, such sales subsidiaries or branches may be subject to orders to promptly rectify the non-compliance or fines up to RMB10,000. Furthermore, the NEV industry is relatively new in China, and the PRC government has not adopted a clear regulatory framework to regulate the industry yet. As some of the laws, rules, and regulations that we may be subject to were primarily enacted with a view toward application to ICE vehicles, or are relatively new, there are significant uncertainties regarding their interpretation and application with respect to our business. We cannot assure you that we have satisfied or will continue to satisfy all of the laws, rules, and regulations in a timely manner or at all.

In addition, the PRC regulatory authorities' interpretation of such laws, rules, and regulations may change, which could materially and adversely affect the validity of the approvals, qualifications, licenses, permits, and registrations we obtained or completed. Any failure to comply may result in fines, restrictions, and limits on our operations, as well as suspension or revocation of certain certificates, approvals, permits, licenses, or filings we have already obtained or made.

In addition, the PRC government imposes foreign ownership restriction and the licensing and permit requirements for companies in the internet industry. See "Information about Lotus Tech — PRC Government

Regulations — Regulations on Foreign Investment in China" and "PRC Government Regulations — Regulations on Value-added Telecommunications Services." These laws and regulations are relatively new and evolving, and their interpretation and enforcement involve significant uncertainties. As a result, in certain circumstances it may be difficult to determine what actions or omissions may be deemed to be in violation of applicable laws and regulations.

The approval of and filing with the CSRC or other PRC government authorities may be required in connection with this Business Combination or our listing under laws of mainland China, and, if so required, we cannot predict whether or when we will be able to obtain such approval or complete such filing, and even if we obtain such approval, it could be rescinded. Any failure to or delay in obtaining such approval or complying with such filing requirements in relation to offering, or a rescission of such approval, could subject us to sanctions imposed by the CSRC or other PRC government authorities.

The Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, or the M&A Rules, adopted by six different PRC regulatory authorities in 2006 and amended in 2009, purports to require offshore special purpose vehicles that are controlled by PRC companies or individuals and that have been formed for the purpose of seeking a public listing on an overseas stock exchange through acquisitions of PRC domestic companies or assets to obtain an approval of the China Securities Regulatory Commission, or the CSRC prior to publicly listing their securities on an overseas stock exchange. The interpretation and application of the regulations remain unclear, and our offshore offerings may ultimately require approval from the CSRC. If CSRC approval is required, it is uncertain whether we are able to and how long it will take for us to obtain such approval, and, even if we obtain such CSRC approval, the approval could be rescinded. Any failure to obtain or any delay in obtaining CSRC approval for our listing, or a rescission of such approval may subject us to sanctions imposed by the CSRC or other PRC regulatory authorities, which could include fines and penalties on our operations in China, restrictions or limitations on our ability to pay dividends outside of China, and other forms of sanctions that may materially and adversely affect our business, financial condition, and results of operations.

Furthermore, the PRC government has recently sought to exert more oversight and control over offerings that are conducted overseas or foreign investment in China-based issuers. The Opinions, among others, emphasizes the need to strengthen cross-border regulatory cooperation and the administration and supervision of China-based issuers, and to establish a comprehensive regulatory system for the application of PRC capital market laws and regulations outside China. On February 17, 2023, the CSRC promulgated the Overseas Listing Filing Rules, which shall become effective from March 31, 2023. According to the Overseas Listing Filing Rules, the offering or listing of shares, depository receipts, convertible corporate bonds, or other equity-like securities by a PRC domestic company in an overseas stock market, whether directly or indirectly through an offshore holding company, should be filed with the CSRC. If a PRC domestic company intends to complete a direct or indirect overseas (i) initial public offering and listing, or (ii) listing of shares in the name of an overseas enterprise on the basis of the equity, assets, income or other similar rights of the relevant PRC domestic company through a single or multiple acquisitions, share swaps, shares transfers or other means, the issuer (if the issuer is a PRC domestic company) or its designated major PRC domestic operating entity (if the issuer is an offshore holding company), in each applicable event, the reporting entity, shall complete the filing procedures with the CSRC within three business days after the issuer submits its application documents relating to the initial public offering and/or listing or after the first public announcement of the relevant transaction (if the submission of relevant application documents is not required). The determination of whether any offering or listing is "indirect" will be made on a "substance over form" basis. An offering or listing of an issuer will be considered as an overseas indirect offering or listing by PRC domestic companies if both of the following conditions are met with respect to such issuer: (i) the revenues, profit, total assets, or net assets of PRC domestic companies in the most recent fiscal year constitute more than 50% of the relevant line item in the issuer's audited combined and consolidated financial statement for that year; and (ii) the majority of the senior management personnel responsible for its business operations and management are PRC citizens or have their ordinary residence in China, or if its main place of business is in China or if its business operation is primarily conducted in China. In addition, according to the Overseas Listing Filing Rules and a set of Q&A published on the CSRC's official website in connection with the release of the Overseas Listing Filing Rules, if it is explicitly required (in the form of institutional rules) by any regulatory authority having jurisdiction over the relevant industry and field that regulatory procedures should be performed prior to the overseas listing of a PRC domestic company, such company must obtain the regulatory opinion, approval and other documents

from and complete any required filing with such competent authority before submitting a CSRC filing. The reporting entity shall make a timely report to the CSRC and update its CSRC filing within three business days after the occurrence of any of the following material events, if any of them occurs after obtaining its CSRC filing and before the completion of the offering and/or listing: (i) any material change to principal business, licenses or qualifications of the issuer; (ii) a change of control of the issuer or any material change to equity structure of the issuer; and (iii) any material change to the offering and listing plan. Once listed overseas, the reporting entity will be further required to report the occurrence of any of the following material events within three business days after the occurrence and announcement thereof to the CSRC: (i) a change of control of the issuer; (ii) the investigation, sanction or other measures undertaken by any foreign securities regulatory agencies or relevant competent authorities in respect of the issuer; (iii) change of the listing status or transfer of the listing board; and (iv) the voluntary or mandatory delisting of the issuer. In addition, the completion of any overseas follow-on offerings by an issuer in the same overseas market where it has completed its public offering and listing would necessitate a filing with the CSRC within three business days thereafter. Failure to comply with the applicable filing requirements may result in fines being imposed on the relevant PRC domestic companies and their controlling shareholders and other responsible person. For more details of the Opinions and the Overseas Listing Filing Rules, see "Information about Lotus Tech — PRC Government Regulations — Regulation on Mergers and Acquisitions and Overseas Listing."

Based on the set of Q&A published on the CSRC's official website, a CSRC official indicated that the CSRC will solicit opinions from relevant regulatory authorities and complete the filing of the overseas listing of companies with contractual arrangements which duly meet the compliance requirements, and support such companies in taking advantage of both markets and both resources. Based on the Notice on Administration for the Filing of Overseas Offering and Listing by Domestic Companies published by the CSRC on February 17, 2023, or the Notice on the Overseas Listing Filing, and the set of Q&A which are in connection with the release of the Overseas Listing Filing Rules, the CSRC clarifies that (i) on or prior to the effective date of the Overseas Listing Filing Rules, domestic companies that have already submitted valid applications for overseas offering and listing but have not obtained approval from overseas regulatory authorities or stock exchanges may reasonably arrange the timing for submitting their filing applications with the CSRC, and must complete the filing before the completion of their overseas offering and listing; (ii) a six-month transition period will be granted to domestic companies which, prior to the effective date of the Overseas Listing Filing Rules, have already obtained the approval from overseas regulatory authorities or stock exchanges, but have not completed the indirect overseas listing; if domestic companies fail to complete the overseas listing within such six-month transition period, they shall file with the CSRC according to the requirements. Based on the foregoing, Lotus Tech could be required to make a filing with the CSRC and to comply with other requirements under the Overseas Listing Filing Rules in connection with the Transactions, if (i) Lotus Tech cannot obtain the clearance from SEC or Nasdaq, where applicable, before the effective date of the Overseas Listing Filing Rules; or (ii) after Lotus Tech obtains the clearance from SEC or Nasdaq, where applicable before the effective date of the Overseas Listing Filing Rules, Lotus Tech cannot complete the overseas listing before September 30, 2023.

In addition, on December 28, 2021, the Cyberspace Administration of China, or the CAC and several other administrations jointly issued the revised Measures for Cybersecurity Review, or the Revised Review Measures, which became effective and replaced the existing Measures for Cybersecurity Review on February 15, 2022. According to the Revised Review Measures, if an "online platform operator" that is in possession of personal data of more than one million users intends to list in a foreign country, it must apply for a cybersecurity review. Based on a set of Q&A published on the official website of the CAC in connection with the issuance of the Revised Review Measures, an official of the CAC indicated that an online platform operator should apply for a cybersecurity review prior to the submission of its listing application with non-PRC securities regulators. After the receipt of all required application materials, the authorities must determine, within ten business days thereafter, whether a cybersecurity review will be initiated, and issue a written notice to the relevant applicant of its determination. If a review is initiated and the authorities conclude after such review that the listing will affect national security, the listing of the relevant applicant will be prohibited. Given the recency of the issuance of the Revised Review Measures, there is a general lack of guidance and substantial uncertainties exist with respect to its interpretation and implementation.

Additionally, the PRC Cybersecurity Law requires companies to implement certain organizational, technical and administrative measures and other necessary measures to ensure the security of their networks

and data stored on their networks. Specifically, the Cybersecurity Law provides that China adopts a multi-level protection scheme ("MLPS"), under which network operators are required to perform obligations of security protection to ensure that the network is free from interference, disruption or unauthorized access, and prevent network data from being disclosed, stolen or tampered. Under the MLPS, entities operating information systems must have a thorough assessment of the risks and the conditions of their information and network systems to determine the level to which the entity's information and network systems belong-from the lowest Level 1 to the highest Level 5 pursuant to a series of national standards on the grading and implementation of the classified protection of cybersecurity. The grading result will determine the set of security protection obligations that entities must comply with. Entities classified as Level 2 or above should report the grade to the relevant government authority for examination and approval.

On November 14, 2021, the CAC released the Regulations on Network Data Security Management (draft for public comments), which provide that if a data processor that processes personal data of more than one million users intends to list in a foreign country, it must apply for a cybersecurity review. Pending the finalization, adoption, enforcement and interpretation of these new measures and regulations, we cannot rule out the possibility that the measures and regulations may be enacted, interpreted or implemented in ways that will negatively affect us.

On February 24, 2023, the CSRC and several other administrations jointly released the revised Provisions on Strengthening Confidentiality and Archiving Administration of Overseas Securities Offering and Listing by Domestic Companies, or the Archives Rules, which shall become effective from March 31, 2023. The Archives Rules apply to both overseas direct offerings and overseas indirect offerings. The Archives Rules provides that, among other things, (i) in relation to the overseas listing activities of PRC domestic enterprises, the PRC domestic enterprises are required to strictly comply with the relevant requirements on confidentiality and archives management, establish a sound confidentiality and archives system, and take necessary measures to discharge their confidentiality and archives management responsibilities; (ii) if a PRC domestic enterprise is required to publicly disclose or provide to any securities companies or other securities service providers or overseas regulators or individuals, any materials that contain state secrets or government work secrets (where there is ambiguity or dispute on whether it is state secret or government work secret, a request shall be submitted to the competent government authority for determination), during the course of its overseas offering or listing, the PRC domestic enterprise shall apply for approval from competent authorities and file with the secrecy administrative department at the same level; and (iii) working papers produced in China by securities companies and other securities service institutions, who provide such PRC domestic enterprises with securities services during their overseas issuance and listing, should be stored in the PRC, and the transmission of any such working papers to recipients outside China must be approved following the applicable PRC regulations.

As of the date of this proxy statement/prospectus, we had not been involved in any investigations on cybersecurity review initiated by the CAC and Lotus has not received any official inquiry, notice, warning, or sanctions regarding cybersecurity and overseas listing from the CAC, CSRC or any other PRC authorities. Based on the opinion of our PRC legal counsel, Han Kun Law Offices, we believe that, as of the date of this proxy statement/prospectus and based on laws of mainland China that are currently in effect, the completion of the Transactions does not require the application or completion of any cybersecurity review from PRC governmental authorities, including the CAC. However, given (i) the uncertainties with respect to the enactment, implementation, and interpretation of the Overseas Listing Filing Rules and laws and regulations relating to data security, privacy, and cybersecurity; and (ii) that the PRC government authorities have significant discretion in interpreting and implementing statutory provisions in general, it cannot be assured that the relevant PRC government authorities will not take a contrary position or adopt different interpretations, or that there will not be changes in the regulatory landscape. In other words, the application and completion of a cybersecurity review, may be required in connection with the Transactions; and this Business Combination and our listing could be required to make a filing with the CSRC and to comply with other requirements pursuant to the Overseas Listing Filing Rules. However, given that the Overseas Listing Filing Rules were recently promulgated, there remains substantial uncertainties as to their interpretation, application, and enforcement and how they will affect our operations and our future financing.

If (i) we do not receive or maintain any required permission, or fail to complete any required review or filing, (ii) Lotus inadvertently conclude that such permission, review or filing is not required, or (iii) applicable

laws, regulations, or interpretations change such that it becomes mandatory for Lotus to obtain any permission, review or filing in the future, Lotus may have to expend significant time and costs to comply with these requirements. If Lotus is unable to do so, on commercially reasonable terms, in a timely manner or otherwise, it may become subject to sanctions imposed by the PRC regulatory authorities, which could include fines and penalties, proceedings against it, and other forms of sanctions, and Lotus Tech's ability to conduct its business, invest into China as foreign investments or accept foreign investments, complete the Transactions, or list on a U.S. or other overseas exchange may be restricted, and its business, reputation, financial condition, and results of operations may be materially and adversely affected. Further, Lotus Tech's ability to offer or continue to offer securities to investors may be significantly limited or completely hindered, and the value of LTC's securities may significantly decline.

If it is determined in the future that approval from or filing with CSRC, CAC or other governmental agencies are required for this Business Combination or our listing, it is uncertain whether we can, or how long it will take us to, obtain such approval or complete such filing procedures and any such approval could be rescinded. Any failure to obtain or delay in obtaining clearance of such approval or completing such filing procedures for this Business Combination or our listing, or a rescission of any such approval if obtained by us, would subject us to regulatory actions or other sanctions by the CSRC, CAC or other PRC regulatory authorities for failure to seek required governmental authorization in respect of the same. These governmental authorities may impose fines, restrictions and penalties on our operations in China, such as suspension of our apps, revocation of our licenses, or shutting down part or all of our operations, limit our ability to pay dividends outside of China, limit our operating privileges in China or take other actions that could have a material adverse effect on our business, financial condition, results of operations and prospects, as well as the trading price of our securities. The PRC governmental authorities may also take actions requiring us, or making it advisable for us, to suspend this Business Combination or our listing before settlement and delivery. Consequently, if you engage in market trading or other activities in anticipation of and prior to settlement and delivery, you do so at the risk that settlement and delivery may not occur.

All of these could have a material adverse effect on the trading price of our securities and could significantly limit or completely hinder our ability and the ability of any holder of our securities to offer or continue to offer such securities.

The PCAOB had historically been unable to inspect our auditor in relation to their audit work.

Our auditor, the independent registered public accounting firm that issues the audit report included elsewhere in this prospectus, as an auditor of companies that are traded publicly in the United States and a firm registered with the PCAOB, is subject to laws in the United States pursuant to which the PCAOB conducts regular inspections to assess its compliance with the applicable professional standards. The auditor is located in mainland China, a jurisdiction where the PCAOB was historically unable to conduct inspections and investigations completely before 2022. The inability of the PCAOB to conduct inspections of auditors in China in the past has made it more difficult to evaluate the effectiveness of our independent registered public accounting firm's audit procedures or quality control procedures as compared to auditors outside of China that are subject to the PCAOB inspections. On December 15, 2022, the PCAOB issued a report that vacated its December 16, 2021 determination and removed mainland China and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms. However, if the PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in mainland China and Hong Kong, and we use an accounting firm headquartered in one of these jurisdictions to issue an audit report on our financial statements filed with the SEC, we and investors in our securities would be deprived of the benefits of such PCAOB inspections, which could cause investors and potential investors in the securities to lose confidence in our audit procedures and reported financial information and the quality of our financial statements.

Our securities may be prohibited from trading in the United States under the Holding Foreign Companies Accountable Act, or the HFCAA, if the PCAOB is unable to inspect or investigate completely auditors located in China. The delisting of our securities, or the threat of their being delisted, may materially and adversely affect the value of your investment.

Pursuant to the HFCAA, if the SEC determines that we have filed audit reports issued by a registered public accounting firm that has not been subject to inspections by the PCAOB for two consecutive years, the

SEC will prohibit our securities from being traded on a national securities exchange or in the over-the-counter trading market in the United States.

On December 16, 2021, the PCAOB issued a report to notify the SEC of its determination that the PCAOB was unable to inspect or investigate completely registered public accounting firms headquartered in mainland China and Hong Kong and our auditor was subject to that determination. On December 15, 2022, the PCAOB removed mainland China and Hong Kong from the list of jurisdictions where it is unable to inspect or investigate completely registered public accounting firms.

Each year, the PCAOB will determine whether it can inspect and investigate completely audit firms in mainland China and Hong Kong, among other jurisdictions. If the PCAOB determines in the future that it no longer has full access to inspect and investigate completely accounting firms in mainland China and Hong Kong and we use an accounting firm headquartered in one of these jurisdictions to issue an audit report on our financial statements filed with the SEC, we would be identified as a Commission-Identified Issuer following the filing of the annual report on Form 20-F for the relevant fiscal year. In accordance with the HFCAA, our securities would be prohibited from being traded on a national securities exchange or in the over-the-counter trading market in the United States if we are identified as a Commission-Identified Issuer for two consecutive years in the future. If our securities are prohibited from trading in the United States, there is no certainty that we will be able to list on a non-U.S. exchange or that a market for our shares will develop outside of the United States. A prohibition of being able to trade in the United States would substantially impair your ability to sell or purchase our securities when you wish to do so, and the risk and uncertainty associated with delisting would have a negative impact on the price of our securities. Also, such a prohibition would significantly affect our ability to raise capital on terms acceptable to us, or at all, which would have a material adverse impact on our business, financial condition, and prospects.

Additional disclosure requirements to be adopted by and regulatory scrutiny from the SEC in response to risks related to companies with substantial operations in China, which could increase our compliance costs, subject us to additional disclosure requirements, and/or suspend or terminate our future securities offerings, making capital-raising more difficult.

On July 30, 2021, in response to the recent regulatory developments in China and actions adopted by the PRC government, the Chairman of the SEC issued a statement asking the SEC staff to seek additional disclosures from offshore issuers associated with China-based operating companies before their registration statements will be declared effective. As such, the offering of our securities may be subject to additional disclosure requirements and review that the SEC or other regulatory authorities in the United States may adopt for companies with China-based operations, which could increase our compliance costs, subject us to additional disclosure requirements, and/or suspend or terminate our future securities offerings, making capital-raising more difficult.

China's M&A Rules and certain other regulations establish complex procedures for certain acquisitions of PRC companies by foreign investors, which could make it more difficult for us to pursue growth through acquisitions in China.

A number of laws and regulations of mainland China have established procedures and requirements that could make merger and acquisition activities in China by foreign investors more time consuming and complex. In addition to the Anti-monopoly Law itself, these include the M&A Rules, the Rules of the Ministry of Commerce on Implementation of Security Review System of Mergers and Acquisitions of Domestic Enterprises by Foreign Investors, or the Security Review Rules, promulgated in 2011, and the Measures for the Security Review of Foreign Investment promulgated by the NDRC and the MOFCOM in December 2020 which came into force on January 18, 2021. These laws and regulations impose requirements in some instances that the MOFCOM be notified in advance of any change-of-control transaction in which a foreign investor takes control of a PRC domestic enterprise. In addition, pursuant to relevant anti-monopoly laws and regulations, the SAMR should be notified in advance of any concentration of undertaking if certain thresholds are triggered, and SAMR clearance is required to be obtained before completion of such transactions. In light of the uncertainties relating to the interpretation, implementation and enforcement of the anti-monopoly laws and regulations of the PRC, we cannot assure you that the anti-monopoly law enforcement agency will not deem our future acquisitions or investments to have triggered filing requirement for anti-monopoly review.

Moreover, the Security Review Rules specify that mergers and acquisitions by foreign investors that raise "national defense and security" concerns and mergers and acquisitions through which foreign investors may acquire de facto control over domestic enterprises that raise "national security" concerns are subject to strict review by NDRC and the MOFCOM, and prohibit any attempt to bypass a security review, including by structuring the transaction through a proxy or contractual control arrangement.

In the future, we may grow our business by acquiring complementary businesses. Complying with the requirements of the relevant regulations to complete such transactions could be time consuming, and any required approval processes, including clearance from the SAMR and approval from the MOFCOM or other PRC government authorities, may delay or inhibit our ability to complete such transactions, which could affect our ability to expand our business or maintain our market share.

Substantial uncertainties exist with respect to the interpretation and implementation of newly enacted 2019 PRC Foreign Investment Law and its Implementation Rules.

On March 15, 2019, the PRC National People's Congress approved the 2019 PRC Foreign Investment Law, which came into effect on January 1, 2020 and replaced the trio of existing laws regulating foreign investment in China, namely, the Sino-foreign Equity Joint Venture Enterprise Law, the Sino-foreign Cooperative Joint Venture Enterprise Law, and the Wholly Foreign-invested Enterprise Law, together with their implementation rules and ancillary regulations. On December 26, 2019, the PRC State Council approved the Implementation Rules of Foreign Investment Law, which came into effect on January 1, 2020. The 2019 PRC Foreign Investment Law and its Implementation Rules embody a regulatory trend in China that aims to bring its foreign investment regulatory regime in line with prevailing international practices, and represent the legislative endeavors to unify corporate legal requirements applicable to foreign and domestic investments. However, since the 2019 PRC Foreign Investment Law and its Implementation Rules are relatively new, substantial uncertainties exist with respect to their interpretations and implementations.

The 2019 PRC Foreign Investment Law specifies that foreign investments shall be conducted in line with the "negative list" to be issued by or approved to be issued by the State Council. A foreign invested enterprise would not be allowed to make investments in prohibited industries set out in the "negative list" while a foreign invested enterprise must satisfy certain conditions stipulated in the "negative list" for investment in restricted industries. Except for value-added telecommunications business activities presently conducted by Wuhan Lotus E-Commerce Co., Ltd., none of LTC's other PRC subsidiaries or affiliates are currently subject to foreign investment restrictions as set forth in the presently effective Special Administrative Measures for Entry of Foreign Investment (Negative List) (2021 Version), or the 2021 Negative List. It is uncertain whether any of our business operations will be subject to foreign investment restrictions or prohibitions set forth in any subsequent or future "negative list". If any part of our business operations falls within the scope of the "negative list" or if the interpretation and implementation of the 2019 PRC Foreign Investment Law and any future "negative list" mandates further actions, such as market entry clearance granted by the PRC Ministry of Commerce, we face uncertainties as to whether such clearance can be obtained in a timely manner, or at all. We cannot assure you that the relevant governmental authorities will not interpret or implement the 2019 PRC Foreign Investment Law in the future in a way that will materially impact the viability of our current corporate governance and business operations.

Regulation of loans to and direct investment in PRC entities by offshore holding companies and governmental control of currency conversion may delay or prevent us from making loans to or make additional capital contributions to our PRC subsidiaries, which could materially and adversely affect our liquidity and our ability to fund and expand our business.

We are an offshore holding company conducting our operations in China primarily through our PRC subsidiaries. We may make additional capital contributions or loans to our PRC subsidiaries, which are treated as foreign invested enterprises under laws of mainland China. Any loans by us to our PRC subsidiaries are subject to regulations and foreign exchange loan registrations in mainland China. For example, with respect to the registration, loans by us to our PRC subsidiaries to finance their activities cannot exceed statutory limits and must be registered with the relevant local counterpart of the State Administration of Foreign Exchange of the PRC, or SAFE, or filed with SAFE in its information system; with respect to the outstanding amounts of loans, (i) if the relevant PRC subsidiaries adopt the traditional foreign exchange administration

mechanism, the outstanding amount of loans shall not exceed the difference between the total investment and the registered capital of the PRC subsidiaries; and (ii) if the relevant PRC subsidiaries adopt the relatively new foreign debt mechanism, the risk-weighted outstanding amount of loans shall not exceed 200% of the net asset of the relevant PRC subsidiaries. We may also finance our PRC subsidiaries by means of capital contributions. These capital contributions must be registered with the SAMR or its local counterparts, and shall be concurrently reported to the MOFCOM through its information reporting and submission system.

Pursuant to the Circular on the Reforming of the Management Method of the Settlement of Foreign Currency Capital of Foreign-Invested Enterprises, or SAFE Circular 19, which became effective on June 1, 2015 and was last amended on December 30, 2019, and the Circular of the State Administration of Foreign Exchange on Reforming and Regulating Policies on the Control over Foreign Exchange Settlement of Capital Accounts, or SAFE Circular 16, which was promulgated in June 2016, foreign-invested enterprises may either continue to follow the current payment-based foreign currency settlement system or choose to follow the "conversion-at-will" system for foreign currency settlement. SAFE Circular 19 and SAFE Circular 16, therefore, have substantially lifted the restrictions on the use by a foreign-invested enterprise of its RMB registered capital, foreign debt and repatriated funds raised through overseas listing converted from foreign currencies. Nevertheless, SAFE Circular 19 and SAFE Circular 16 reiterate the principle that RMB converted from the foreign currency-denominated capital of a foreign invested company may not be directly or indirectly used for purposes beyond its business scope and prohibit foreign-invested companies from using such RMB fund to provide loans to persons other than affiliates unless otherwise permitted under their business scopes.

Under laws and regulations of mainland China, we are permitted to utilize the proceeds from this Business Combination or our listing to fund our PRC subsidiaries by making loans to or additional capital contributions to our PRC subsidiaries, subject to applicable government registration, statutory limitations on amount and approval requirements. These laws and regulations of mainland China may significantly limit our ability to use RMB converted from the net proceeds of any financing outside China to fund the establishment of new entities in China by our PRC subsidiaries, to invest in or acquire any other PRC companies through our PRC subsidiaries.

We may rely on dividends and other distributions on equity paid by our PRC subsidiaries to fund any cash and financing requirements we may have, and any limitation on the ability of our PRC subsidiaries to make payments to us could have a material and adverse effect on our ability to conduct our business.

We are a holding company, and we may rely on dividends and other distributions on equity paid by our PRC subsidiaries for our cash and financing requirements, including the funds necessary to pay dividends and other cash distributions to our shareholders and service any debt we may incur. Current regulations of mainland China permit our PRC subsidiaries to pay dividends to us only out of their accumulated after-tax profits upon satisfaction of relevant statutory conditions and procedures, if any, determined in accordance with Chinese accounting standards and regulations. In addition, each of our PRC subsidiaries is required to set aside at least 10% of its after-tax profits each year, if any, to fund certain reserve funds until the total amount set aside reached 50% of its registered capital. For a detailed discussion of applicable regulations of mainland China governing distribution of dividends, see "Information about Lotus Tech — PRC Government Regulations — Regulation on Dividend Distribution."

Additionally, if our PRC subsidiaries incur debt in the future, the instruments governing their debt may restrict their ability to pay dividends or make other distributions to us. In addition, the incurrence of indebtedness by our PRC subsidiaries could result in operating and financing covenants and undertakings to creditors that would restrict the ability of our PRC subsidiaries to pay dividends to us.

Any limitation on the ability of our PRC subsidiaries to pay dividends or make other distributions to us could materially and adversely limit our ability to grow, make investments or acquisitions that could be beneficial to our business, pay dividends, or otherwise fund and conduct our business. See "— If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders."

Increases in labor costs and enforcement of stricter labor laws and regulations in China may adversely affect our business and our profitability.

China's overall economy and the average wage in China have increased in recent years and are expected to continue to grow. The average wage level for our employees has also increased in recent years. We expect that

our labor costs, including wages and employee benefits, will increase. Unless we are able to pass on these increased labor costs to those who pay for our products and services, our profitability and results of operations may be materially and adversely affected.

In addition, we have been subject to stricter regulatory requirements in terms of entering into labor contracts with our employees, limitation with respect to utilization of labor dispatching, applying for foreigner work permits, labor protection and labor condition and paying various statutory employee benefits, including pensions, housing fund, medical insurance, work-related injury insurance, unemployment insurance and maternity insurance to designated government agencies for the benefit of our employees. Pursuant to the PRC Labor Contract Law and its implementation rules, employers are subject to strict requirements in terms of signing labor contracts, minimum wages, paying remuneration, determining the term of employee's probation and unilaterally terminating labor contracts. In the event that we decide to terminate some of our employees or otherwise change our employment or labor practices, the PRC Labor Contract Law and its implementation rules may limit our ability to effect those changes in a desirable or cost-effective manner, which could adversely affect our business and results of operations.

Companies registered and operating in China are required under the PRC Social Insurance Law (latest amended in 2018) and the Regulations on the Administration of Housing Funds (latest amended in 2019) to, apply for social insurance registration and housing fund deposit registration within 30 days of their establishment, and to pay for their employees different social insurances including pension insurance, medical insurance, work-related injury insurance, unemployment insurance, maternity insurance, and housing provident funds to the extent required by law.

As the interpretation and implementation of labor-related laws and regulations are still evolving, our employment practices may violate labor-related laws and regulations in China, which may subject us to labor disputes, government investigations, and imposition of sanctions. We cannot assure you that we have complied or will be able to comply with all labor-related law and regulations including those relating to obligations to make full social insurance payments and contribute to the housing provident funds. If we are found to have violated applicable labor laws and regulations, we could be required to provide additional compensation to our employees and our business, financial condition and results of operations could be adversely affected.

You may experience difficulties in effecting service of legal process, enforcing foreign judgments or bringing actions in China against us or our management based on foreign laws.

We are an exempted company incorporated under the laws of the Cayman Islands. We conduct a substantial portion of our operations in China, and a substantial portion of our assets are located in China. As a result, it may be difficult for our shareholders to effect service of process upon us or those persons inside China. In addition, mainland China does not have treaties providing for the reciprocal recognition and enforcement of judgments of courts with the Cayman Islands and many other countries and regions. Therefore, recognition and enforcement in mainland China of judgments of a court in any of these non-PRC jurisdictions in relation to any matter not subject to a binding arbitration provision may be difficult or impossible.

Fluctuations in exchange rates could have a material and adverse effect on our results of operations.

The conversion of RMB into foreign currencies, including U.S. dollars, is based on rates set by the People's Bank of China. The RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. The value of RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. We cannot assure you that RMB will not appreciate or depreciate significantly in value against the U.S. dollar in the future. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rate between RMB and the U.S. dollar in the future.

There remains significant international pressure on the PRC government to adopt a more flexible currency policy. Any significant appreciation or depreciation of RMB may materially and adversely affect our revenues, earnings and financial position, and the value of, and any dividends payable on, our securities in U.S. dollars. For example, to the extent that we need to convert U.S. dollars we receive into RMB to pay our operating expenses, appreciation of RMB against the U.S. dollar would have an adverse effect on the RMB

amount we would receive from the conversion. Conversely, a significant depreciation of RMB against the U.S. dollar may significantly reduce the U.S. dollar equivalent of our earnings, which in turn could adversely affect the price of our securities.

Very limited hedging options are available in mainland China to reduce our exposure to exchange rate fluctuations. To date, we have not entered into any hedging transactions to reduce our exposure to foreign currency exchange risk. While we may decide to enter into hedging transactions in the future, the availability and effectiveness of these hedges may be limited and we may not be able to adequately hedge our exposure or at all. In addition, our currency exchange losses may be magnified by exchange control regulations in mainland China that restrict our ability to convert RMB into foreign currency. As a result, fluctuations in exchange rates may have a material adverse effect on your investment.

Moreover, certain monetary amounts described in this proxy statement/prospectus have been expressed in U.S. dollars for convenience only and, when expressed in U.S. dollars in the future, such amounts may be different from those set forth herein due to intervening exchange rate fluctuations.

Governmental control of currency conversion may limit our ability to utilize our revenues effectively.

The PRC government imposes controls on the convertibility of RMB into foreign currencies and, in certain cases, the remittance of currency out of China. Under existing foreign exchange regulations in mainland China, payments of current account items, such as profit distributions and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior approval from the State Administration of Foreign Exchange, or SAFE, by complying with certain procedural requirements. However, approval from or registration with appropriate governmental authorities is required where RMB is to be converted into a foreign currency and remitted out of China to pay capital expenses, such as the repayment of loans denominated in foreign currencies. See “Information about Lotus Tech — PRC Government Regulations — Regulations on Foreign Exchange.”

Since 2016, the PRC government has tightened its foreign exchange policies again and stepped up scrutiny of major outbound capital movement. More restrictions and a substantial vetting process have been put in place by SAFE to regulate cross-border transactions falling under the capital account. The PRC government may also restrict access in the future to foreign currencies for current account transactions, at its discretion. We receive a portion of our revenues in RMB. If the foreign exchange control system prevents us from obtaining sufficient foreign currencies to satisfy our foreign currency demands, we may not be able to pay dividends in foreign currencies to our shareholder.

Regulations of mainland China relating to offshore investment activities by PRC residents may limit our PRC subsidiaries’ ability to increase their registered capital or distribute profits to us or otherwise expose us or our PRC resident beneficial owners to liability and penalties under laws of mainland China.

SAFE requires PRC residents or entities to register with SAFE or its local branch in connection with their establishment or control of an offshore entity established for the purpose of overseas investment or financing. In addition, such PRC residents or entities must update their SAFE registrations when the offshore special purpose vehicle undergoes certain material events. See “Information about Lotus Tech — PRC Government Regulations — Regulations on Foreign Exchange — Offshore Investment by PRC Residents.”

If our direct or indirect stakeholders who are PRC residents or entities do not complete their registration with the local SAFE branches, our PRC subsidiaries may be prohibited from distributing their profits and any proceeds from any reduction in capital, share transfer or liquidation to us, and we may be restricted in our ability to contribute additional capital to our PRC subsidiaries. Moreover, failure to comply with SAFE registration requirements could result in liability under laws of mainland China for evasion of applicable foreign exchange restrictions.

However, we may not be informed of the identities of all the PRC residents or entities holding direct or indirect interests in our company, nor can we compel our beneficial owners to comply with SAFE registration requirements. As a result, we cannot assure you that all of our shareholders or beneficial owners who are PRC residents or entities have complied with, and will in the future make, obtain, and update any applicable registrations or obtain any approvals required by, SAFE regulations. Failure by such shareholders or beneficial

owners to comply with SAFE regulations, or failure by us to amend the foreign exchange registrations of our PRC subsidiaries, could subject us to fines or legal sanctions, restrict our overseas or cross-border investment activities, limit our PRC subsidiaries' ability to make distributions or pay dividends to us or affect our ownership structure, which could adversely affect our business and prospects.

Any failure to comply with regulations of mainland China regarding the registration requirements for employee stock incentive plans may subject the PRC plan participants or us to fines and other legal or administrative sanctions.

Under SAFE regulations, PRC residents who participate in a stock incentive plan in an overseas publicly listed company are required to register with SAFE or its local branches and complete certain other procedures. See "Information about Lotus Tech — PRC Government Regulations — Regulations on Employment and Social Welfare — Employee Stock Incentive Plan." We and our PRC resident employees who participate in our share incentive plans are subject to these regulations since we became a public company listed in the United States. If we or any of these PRC resident employees fail to comply with these regulations, we or such employees may be subject to fines and other legal or administrative sanctions. We also face regulatory uncertainties that could restrict our ability to adopt additional incentive plans for our directors, executive officers, and employees under laws of mainland China.

Discontinuation of any of the preferential tax treatments and government subsidies or imposition of any additional taxes and surcharges could adversely affect our financial condition and results of operations.

Our PRC subsidiaries have received various financial subsidies from PRC local government authorities. In 2021 and for the nine months ended September 30, 2022, we recorded government grants of US$490.7 million and US$56.0 million, respectively. The financial subsidies result from discretionary incentives and policies adopted by PRC local government authorities. Local governments may decide to change or discontinue such financial subsidies at any time, or require us to repay part or all of the financial subsidies we previously received. The discontinuation, reduction, or repayment of such financial subsidies or imposition of any additional taxes could adversely affect our financial condition and results of operations.

If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders.

Under the PRC Enterprise Income Tax Law and its implementation rules, an enterprise established outside of China with a "de facto management body" within China is considered a PRC resident enterprise. The implementation rules define the term "de facto management body" as the body that exercises full and substantial control over and overall management of the business, productions, personnel, accounts and properties of an enterprise. The State Administration of Taxation, or the SAT, issued a circular in April 2009 and amended it in January 2014, known as Circular 82, which provides certain specific criteria for determining whether the "de facto management body" of a PRC-controlled enterprise that is incorporated offshore is located in China. Although Circular 82 only applies to offshore enterprises controlled by PRC enterprises or PRC enterprise groups, not those controlled by PRC individuals or foreigners like us, the criteria set forth in the circular may reflect the SAT's general position on how the "de facto management body" test should be applied in determining the tax resident status of all offshore enterprises. According to Circular 82, an offshore incorporated enterprise controlled by a PRC enterprise or a PRC enterprise group will be regarded as a PRC tax resident by virtue of having its "de facto management body" in China and will be subject to PRC enterprise income tax on its global income only if all of the following conditions are met: (i) the primary location of the day-to-day operational management is in China; (ii) decisions relating to the enterprise's financial and human resource matters are made or are subject to approval by organizations or personnel in China; (iii) the enterprise's primary assets, accounting books and records, company seals, and board and shareholder resolutions, are located or maintained in China; and (iv) at least 50% of voting board members or senior executives habitually reside in China.

We believe that none of our entities outside of China is a PRC resident enterprise for PRC tax purposes. However, the tax resident status of an enterprise is subject to determination by the PRC tax authorities and uncertainties remain with respect to the interpretation of the term "de facto management body." If the PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, we will be

subject to the enterprise income tax on our global income at the rate of 25% and we will be required to comply with PRC enterprise income tax reporting obligations. In addition, we may be required to withhold a 10% withholding tax from interest or dividends we pay to our shareholders that are non-PRC resident enterprises. In addition, non-PRC resident enterprise shareholders may be subject to PRC tax at a rate of 10% on gains realized on the sale or other disposition of ordinary shares, if such income is treated as sourced from within the PRC. Furthermore, if PRC tax authorities determine that we are a PRC resident enterprise for enterprise income tax purposes, interest or dividends paid to our non-PRC individual shareholders and any gain realized on the transfer of ordinary shares by such holders may be subject to PRC tax at a rate of 20% (which, in the case of interest or dividends, may be withheld at source by us), if such gains are deemed to be from PRC sources. These rates may be reduced by an applicable tax treaty, but it is unclear whether our non-PRC shareholders would be able to claim the benefits of any tax treaties between their country of tax residence and the PRC in the event that we are treated as a PRC resident enterprise.

We may not be able to obtain certain benefits under relevant tax treaty on dividends paid by our PRC subsidiaries to us through our Hong Kong subsidiary.

We are a holding company incorporated under the laws of the Cayman Islands and as such rely on dividends and other distributions on equity from our PRC subsidiaries to satisfy part of our liquidity requirements. Pursuant to the PRC Enterprise Income Tax Law, a withholding tax rate of 10% currently applies to dividends paid by a PRC "resident enterprise" to a foreign enterprise investor, unless any such foreign investor's jurisdiction of incorporation has a tax treaty with China that provides for preferential tax treatment. Pursuant to the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income, such withholding tax rate may be lowered to 5% if a Hong Kong resident enterprise owns no less than 25% of a PRC enterprise. Furthermore, the Administrative Measures for Non-Resident Enterprises to Enjoy Treatments under Treaties, which became effective in January 2020, require non-resident enterprises to determine whether they are qualified to enjoy the preferential tax treatment under the tax treaties and file relevant report and materials with the tax authorities. There are also other conditions for enjoying the reduced withholding tax rate according to other relevant tax rules and regulations. See "Information about Lotus Tech — PRC Government Regulations — Regulations on Taxation."

In the future, we intend to re-invest all earnings, if any, generated from our PRC subsidiaries for the operation and expansion of our business in China. Should our tax policy change to allow for offshore distribution of our earnings, we would be subject to a significant withholding tax. Our determination regarding our qualification to enjoy the preferential tax treatment could be challenged by the relevant tax authority and we may not be able to complete the necessary filings with the relevant tax authority and enjoy the preferential withholding tax rate of 5% under the arrangement with respect to dividends to be paid by our PRC subsidiaries to our Hong Kong subsidiary.

We face uncertainty with respect to indirect transfers of equity interests in PRC resident enterprises by their non-PRC holding companies.

In February 2015, the State Administration of Taxation, or the SAT, issued the Circular on Issues of Enterprise Income Tax on Indirect Transfers of Assets by Non-PRC Resident Enterprises, or SAT Circular 7. SAT Circular 7 extends its tax jurisdiction to not only indirect transfers but also transactions involving transfer of other taxable assets, through the offshore transfer of a foreign intermediate holding company. In addition, SAT Circular 7 provides certain criteria on how to assess reasonable commercial purposes and has introduced safe harbors for internal group restructurings and the purchase and sale of equity through a public securities market. SAT Circular 7 also brings challenges to both the foreign transferor and transferee (or other person who is obligated to pay for the transfer) of the taxable assets. Where a non-resident enterprise conducts an "indirect transfer" by transferring the taxable assets indirectly by disposing of the equity interests of an overseas holding company, the non-resident enterprise being the transferor, or the transferee, or the PRC entity which directly owned the taxable assets may report to the relevant tax authority such indirect transfer. Using a "substance over form" principle, the PRC tax authority may disregard the existence of the overseas holding company if it lacks a reasonable commercial purpose and was established for the purpose of reducing, avoiding or deferring PRC tax. As a result, gains derived from such indirect transfer may be subject to PRC enterprise income tax, and the transferee or other person who is obligated to pay for the transfer is obligated

to withhold the applicable taxes, currently at a rate of 10% for the transfer of equity interests in a PRC resident enterprise. On October 17, 2017, the SAT issued Circular on Issues of Tax Withholding regarding Non-PRC Resident Enterprise Income Tax, or Circular 37, which came into effect on December 1, 2017 and was amended on June 15, 2018. Circular 37 further clarifies the practice and procedure of the withholding of nonresident enterprise income tax.

We face uncertainties on the reporting and consequences of future private equity financing transactions, share exchanges or other transactions involving the transfer of shares in our company by investors that are non-PRC resident enterprises. The PRC tax authorities may pursue such non-PRC resident enterprises with respect to a filing or the transferees with respect to withholding obligations, and request our PRC subsidiaries to assist in the filing. As a result, we and non-PRC resident enterprises in such transactions may become at risk of being subject to filing obligations or being taxed under SAT Circular 7 and Circular 37, and may be required to expend valuable resources to comply with them or to establish that we and our non-PRC resident enterprises should not be taxed under these regulations, which may have a material adverse effect on our financial condition and results of operations.

If the custodians or authorized users of controlling non-tangible assets of our company, including our corporate chops and seals, fail to fulfill their responsibilities, or misappropriate or misuse these assets, our business and operations could be materially and adversely affected.

Under laws of mainland China, legal documents for corporate transactions are executed using the chops or seal of the signing entity or with the signature of a legal representative whose designation is registered and filed with the relevant branch of the SAMR.

Although we usually utilize chops to enter into contracts, the designated legal representatives of each of our PRC subsidiaries have the apparent authority to enter into contracts on behalf of such entities without chops and bind such entities. In order to maintain the physical security of our chops and chops of our PRC entities, we generally store these items in secured locations accessible only by the authorized personnel in the legal or finance department of each of our subsidiaries. Although we monitor such authorized personnel, there is no assurance such procedures will prevent all instances of abuse or negligence. Accordingly, if any of our authorized personnel misuse or misappropriate our corporate chops or seals, we could encounter difficulties in maintaining control over the relevant entities and experience significant disruption to our operations. If a designated legal representative acts in a manner contrary to the interests of any of our PRC subsidiaries, or obtains control of the chops in an effort to obtain control over any of our PRC subsidiaries, we or our PRC subsidiaries would need to pass a new shareholders or board resolution to designate a new legal representative and we would need to take legal action to seek the return of the chops, apply for new chops with the relevant authorities, or otherwise seek legal redress for the violation of the representative's fiduciary duties to us, which could involve significant time and resources and divert management attention away from our regular business. In addition, the affected entity may not be able to recover corporate assets that are sold or transferred out of our control in the event of such a misappropriation if a transferee relies on the apparent authority of the legal representative and acts in good faith.

Our leased property interest or entitlement to other facilities or assets may be defective or subject to lien and our right to lease, own or use the properties affected by such defects or lien challenged, which could cause significant disruption to our business.

Under laws of mainland China, all lease agreements are required to be registered with the local housing authorities. We presently lease several premises in China, some of which have not completed the registration of the ownership rights or the registration of our leases with the relevant authorities. Failure to complete these required registrations may expose our landlords, lessors and us to potential monetary fines. If these registrations are not obtained in a timely manner or at all, we may be subject to monetary fines or may have to relocate our offices and incur the associated losses.

Some of the ownership certificates or other similar proof of certain leased properties have not been provided to us by the relevant lessors. Therefore, we cannot assure you that such lessors are entitled to lease the relevant real properties to us. If the lessors are not entitled to lease the real properties to us and the owners of such real properties decline to ratify the lease agreements between us and the respective lessors, we may not be able to enforce our rights to lease such properties under the respective lease agreements against the owners.

Meanwhile, registered mortgage of property right exists over certain leased properties before such properties are leased to some of our PRC subsidiaries. In addition, some registered addresses of PRC subsidiaries are inconsistent with the actual operating addresses, and since the ownership certificates of certain leased properties have not been provided to us by the relevant lessors, we cannot make sure whether the actual uses of such lands leased to some of our PRC subsidiaries are inconsistent with the planned use indicated on the ownership certificates of such lands. If our lease agreements are claimed as null and void by third parties who are the real owners of such leased real properties, we could be required to vacate the properties, in the event of which we could only initiate the claim against the lessors under relevant lease agreements for indemnities for their breach of the relevant leasing agreements. In addition, we may not be able to renew our existing lease agreements before their expiration dates, in which case we may be required to vacate the properties. We cannot assure you that suitable alternative locations are readily available on commercially reasonable terms, or at all, and if we are unable to relocate our operations in a timely manner, our operations may be adversely affected.

We are subject to regulations of mainland China regarding cybersecurity, privacy, data protection and information security. Any privacy or data security breach or any failure to comply with these laws and regulations could damage our reputation and brand, result in negative publicity, legal proceedings, increased cost of operations, warnings, fines, service or business suspension, confiscation of illegal gains, revocation of business permits or licenses, or otherwise harm our business and results of operations.

Our operations in China are subject to a variety of laws and regulations of mainland China covering cybersecurity, privacy, data protection and information security and the PRC governmental authorities have recently heightened their supervision on the protection of data security by initiating investigations on certain PRC companies regarding their cybersecurity and use of personal information and data, and enacted and implemented laws and regulations and proposed additional regulatory agenda concerning data protection and privacy, under which internet service providers and other network operators are required to, amongst others, clearly indicate the purposes, methods and scope of any information collection and usage, to obtain appropriate user consent, to establish user information protection systems with appropriate remedial measures and to address national security concerns. For a comprehensive discussion on the aforementioned laws and regulations, see “Information about Lotus Tech — PRC Government Regulations — Regulations on Cyber Security and Privacy Protection.”

We expect that PRC operations in the areas referenced above will receive greater public scrutiny and attention from regulators and more frequent and rigid investigation or review by regulators, which will increase our compliance costs and subject us to heightened risks. We are closely monitoring the development in the regulatory landscape and we are constantly in the process of evaluating the potential impact of the PRC Cybersecurity Law, the Civil Code, the Data Security Law, the Personal Information Protection Law and other relevant laws and regulations on our current business practices. It also remains uncertain whether any future regulatory changes would impose additional restrictions on companies like Lotus Tech. If further changes to our business practices are required under the evolving regulatory framework governing cybersecurity, information security, privacy and data protection in China, our business, financial condition and results of operations may be adversely affected.

As of the date of this proxy statement/prospectus, we had not been informed that we are a critical information infrastructure operator or a “data handler” carrying out data processing activities that affect or may affect national security by any governmental authorities, and it is uncertain whether we would be categorized as such under laws of mainland China. As of the date of this proxy statement/prospectus, we had not been involved in any investigations on cybersecurity review made by the CAC and we have not received any official inquiry, notice, warning, or sanctions in this respect. We cannot rule out the possibility that the foregoing measures may be enacted, interpreted or implemented in ways that will negatively affect us. There is also no assurance that we would be able to accomplish any review (including the cybersecurity review), obtain any approval, complete any procedures, or comply with any other requirements applicable to us in a timely manner, or at all, if we are subject to the same. In the event of non-compliance, we may be subject to government investigations and enforcement actions, fines, penalties, and suspension of our noncompliant operations, among other sanctions, which could materially and adversely affect our business and results of operations.

Our business may be negatively affected by the potential obligations if we fail to comply with social insurance and housing provident fund related laws and regulations.

We are required by PRC labor laws and regulations to pay various statutory employee benefits, including pensions insurance, medical insurance, work-related injury insurance, unemployment insurance, maternity insurance and housing provident fund, to designated government agencies for the benefit of our employees and associates. In October 2010, the SCNPC promulgated the Social Insurance Law of PRC, effective on July 1, 2011 and amended on December 29, 2018. On April 3, 1999, the State Council promulgated the Regulations on the Administration of Housing Provident Fund, which was amended on March 24, 2002 and March 24, 2019. Companies registered and operating in China are required under the Social Insurance Law of PRC and the Regulations on the Administration of Housing Provident Fund to apply for social insurance registration and housing provident fund deposit registration within 30 days of their establishment and to pay for their employees different social insurance including pension insurance, medical insurance, work-related injury insurance, unemployment insurance and maternity insurance to the extent required by law. We could be subject to orders by competent labor authorities for rectification if we fail to comply with such social insurance and housing provident fund related laws and regulations, and failure to comply with the orders may further subject us to administrative fines. The relevant government agencies may examine whether an employer has made adequate payments of the requisite statutory employee benefits, and employers who fail to make adequate payments may be subject to late payment fees, fines and/or other penalties. If the relevant PRC authorities determine that we shall make supplemental social insurance and housing provident fund contributions or that we are subject to fines and legal sanctions in relation to our failure to make social insurance and housing provident fund contributions in full for our employees, our business, financial condition and results of operations may be adversely affected.

Risks Relating to Intellectual Property and Legal Proceedings

We may need to defend ourselves against intellectual property right infringement, misappropriation, or other claims, which may be time-consuming and would cause us to incur substantial costs.

Entities or individuals, including our competitors, may hold or obtain patents, copyrights, trademarks, or other proprietary rights that would prevent, limit, or interfere with our ability to make, use, develop, sell, or market our products, services, or technologies, which could make it more difficult for us to operate our business. From time to time, we may receive communications from intellectual property right holders regarding their proprietary rights. Companies holding patents or other intellectual property rights may bring suits alleging infringement, misappropriation, or other violation of such rights or otherwise assert their rights and urge us to take licenses. Our applications and uses of intellectual property relating to our design, software, or technologies could be found to infringe upon, misappropriate or otherwise violate existing intellectual property rights. If we are determined to have infringed upon, misappropriated or otherwise violated a third party's intellectual property rights, we may be required to do one or more of the following:

- cease selling or incorporating certain components into our products or services, or offering products or services that incorporate or use the challenged intellectual property;
- pay substantial damages;
- seek a license from the holder of the infringed intellectual property right, which may not be available on reasonable terms or at all;
- redesign our products; or
- establish and maintain alternative branding for our products and services.

We may not be able to obtain any required license on commercially reasonable terms, or at all. Even if we are able to obtain a license, it could be non-exclusive, thereby giving our competitors access to the same technologies licensed to us and could require us to pay significant royalties and other fees. In the event of a successful claim of infringement, misappropriation or other violation of intellectual property rights against us and our subsequent failure or inability to obtain a license for such technology or other intellectual property right, our business, financial condition, results of operations, and prospects could be materially and adversely affected. In addition, parties making such claims may also obtain an injunction that can prevent us from

selling our products or using technology that contains contents that allegedly violate their intellectual property rights. Any litigation or claims, whether or not valid, could result in substantial costs, negative publicity, and diversion of resources and management attention.

We may not be able to prevent others from unauthorized use of our intellectual property, which could harm our business and competitive position.

We regard our trademarks, service marks, patents, copyrights, domain names, trade secrets, proprietary technologies, and similar intellectual property as critical to our success. We rely on trademark and patent law, trade secret protection, and confidentiality and license agreements with our employees and others to protect our proprietary rights. We have invested significant resources to develop our own intellectual property. Failure to maintain or protect these rights could harm our business. In addition, any unauthorized use of our intellectual property by third parties may adversely affect our current and future revenues and our reputation. Additionally, certain unauthorized use of our intellectual property may go undetected, or we may face legal or practical barriers to enforcing our legal rights even where unauthorized use is detected.

Implementation and enforcement of laws relating to intellectual property have historically been deficient and ineffective. Accordingly, protection of intellectual property rights in China may not be as effective as in the United States or other developed countries. Furthermore, policing unauthorized use of proprietary technology is difficult and expensive. We rely on a combination of patent, copyright, trademark, and trade secret laws and restrictions on disclosure to protect our intellectual property rights. Despite our efforts to protect our proprietary rights, third parties may attempt to copy or otherwise obtain and use our intellectual property or seek court declarations that they do not infringe upon our intellectual property rights. Monitoring unauthorized use of our intellectual property is difficult and costly, and we cannot assure you that the steps we have taken or will take will prevent misappropriation of our intellectual property. From time to time, we may have to resort to litigation to enforce our intellectual property rights, which could result in substantial costs and diversion of our resources.

We may not be able to adequately obtain or maintain our proprietary and intellectual property rights in our data or technology.

We cannot guarantee our employees, consultants, or other parties will comply with confidentiality, non-disclosure, or invention assignment agreements or that such agreements will otherwise be effective in controlling access to and distribution of our products and services, or certain aspects of our products and services, and proprietary information. Additionally, we may be subject to claims from third parties challenging our ownership interest in or inventorship of intellectual property we regard as our own, for example, claims alleging that our agreements with employees or consultants obligating them to assign intellectual property to us are ineffective or in conflict with prior or competing contractual obligations to assign inventions to another employer, to a former employer, or to another person or entity. We rely on work-for-hire provisions to effectuate our ownership of intellectual property created by our employees; however, certain types of intellectual property could require separate documentation to validly assign ownership to us.

As our patents may expire and may not be extended, our patent applications may not be granted, and our patent rights may be contested, circumvented, invalidated, or limited in scope, our patent rights may not protect us effectively. In particular, we may not be able to prevent others from developing or exploiting competing technologies, which could materially and adversely affect our business, financial condition, and results of operations.

As of December 31, 2022, we had 193 registered patents and 386 pending patent applications in various jurisdictions such as mainland China, United States, Japan, and United Kingdom, etc. We also had 161 registered trademarks, registered copyrights to ten software programs, and 92 registered domain names as of December 31, 2022. Even if our patent applications are granted and we are issued patents accordingly, it is still uncertain whether these patents will be contested, circumvented, or invalidated in the future. In addition, the rights granted under any issued patents may not provide us with meaningful protection or competitive advantages. These legal measures afford only limited protection, and competitors or others may gain access to or use our intellectual property and proprietary information. The claims under any patents may not be broad enough to prevent others from developing technologies that are similar or that achieve results similar to ours.

It is also possible that the intellectual property rights of others could bar us from licensing and exploiting our patents. Numerous patents and pending patent applications owned by others exist in the fields where we have developed and are developing our technologies. These patents and patent applications might have priority over our patent applications and could subject our patent applications to invalidation. Finally, in addition to those who may claim priority, any of our existing patents or pending patent applications may also be challenged by others on the basis that they are otherwise invalid or unenforceable. Our success depends in part on our ability to obtain, maintain, expand, enforce, and defend the scope of our intellectual property. The patent prosecution process is expensive and time-consuming, and we may not be able to file, prosecute, maintain, enforce or license all necessary or desirable patents or patent applications at a reasonable cost, in a timely manner, or in all jurisdictions where protection may be commercially advantageous, or we may not be able to protect our proprietary rights at all. Any failure to obtain or maintain patent and other intellectual property protection with respect to our products could harm our business, financial condition, and results of operations.

In addition to patented technologies, we rely on our unpatented proprietary technologies, trade secrets, processes, and know-how.

We rely on proprietary information, such as trade secrets, know-how, and confidential information, to protect intellectual property that may not be patentable, or that we believe is best protected by means that do not require public disclosure. We generally seek to protect this proprietary information by entering into confidentiality agreements, or consulting, services, or employment agreements that contain non-disclosure and non-use provisions with our employees, consultants, contractors, scientific advisors, and third parties. However, we cannot guarantee that we have entered into such agreements with every party that has or may have had access to our trade secrets or proprietary information and, even if entered into, these agreements may be breached or may otherwise fail to prevent disclosure, third-party infringement or misappropriation of our proprietary information, may be limited as to their term and may not provide an adequate remedy in the event of unauthorized disclosure or use of proprietary information. We have limited control over the protection of trade secrets used by our third-party manufacturers and suppliers and could lose future trade secret protection if any unauthorized disclosure of such information occurs. In addition, our proprietary information may otherwise become known or be independently developed by our competitors or other third parties. To the extent that our employees, consultants, contractors, and other third parties use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain protection for our proprietary information could adversely affect our competitive business position. Furthermore, laws regarding trade secret rights in certain markets where we operate may afford little or no protection to our trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them from using that trade secret to compete with us. If any of our trade secrets were to be disclosed, whether lawfully or otherwise, to or independently developed by a competitor or other third party, it could have a material adverse effect on our business, operating results, and financial condition.

We also rely on physical and electronic security measures to protect our proprietary information, but we cannot guarantee that these security measures provide adequate protection for such proprietary information or will never be breached. There is a risk that third parties may obtain unauthorized access to and improperly utilize or disclose our proprietary information, which would harm our competitive advantages. We may not be able to detect or prevent the unauthorized access to or use of our information by third parties, and we may not be able to take appropriate and timely steps to mitigate the damages, or the damages may not be capable of being mitigated or remedied.

Furthermore, others may independently discover our trade secrets and proprietary information. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor or other third party, we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor or other third party, our competitive position would be materially and adversely harmed.

If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be adversely affected.

Our registered or unregistered trademarks or trade names may be challenged, infringed, diluted, circumvented or declared generic or determined to be infringing, misappropriating, or violating other marks. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in the markets of interest. During trademark registration proceedings, we may receive rejections of our applications. Although we are given an opportunity to respond to such rejections, we may be unable to overcome them. In the event that our trademarks are successfully challenged, we could be forced to rebrand our products, which could result in loss of brand recognition, and could require us to devote resources to advertising and marketing new brands. In addition, third parties are given an opportunity to oppose pending trademark applications and to seek to cancel registered trademarks. Opposition or cancellation proceedings may be filed against our trademarks, which may not survive such proceedings. Furthermore, in many countries, owning and maintaining a trademark registration may not provide an adequate defense against a subsequent infringement claim asserted by the owner of a senior trademark. Some trademarks in the “Lotus” brand which are used elsewhere in the world are not registered in China. If we inadvertently use these trademarks in China, we might be subject to litigation or claims, which could result in substantial costs, negative publicity, and diversion of resources and management attention.

We may not be able to obtain, protect or enforce our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in our markets of interest. At times, competitors or other third parties may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement, misappropriation, dilution, or other claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Our efforts to obtain, enforce or protect our proprietary rights related to trademarks, trade names, domain name or other intellectual property may be ineffective and could result in substantial costs and diversion of resources and could adversely affect our business, financial condition, results of operations, and prospects.

We depend on information technology to conduct our business. Any significant disruptions to our information technology systems or facilities, or those of third parties with which we do business, such as disruptions caused by cyber-attacks, could adversely impact our business.

Our ability to keep our business operating effectively depends on the functional and efficient operation of information technology systems and facilities, both internally and externally. We rely on these systems to, among other things, make a variety of day-to-day business decisions as well as to record and process transactions, billings, payments, inventory, and other data, in many currencies, on a daily basis, and across numerous and diverse markets and jurisdictions. Our systems, as well as those of our customers, suppliers, partners, and service providers, also contain sensitive confidential information or intellectual property and are susceptible to interruptions, including those caused by systems failures, cyber-attacks, and other natural or man-made incidents or disasters, which may be prolonged or go undetected. Cyber-attacks, both domestically and abroad, are increasing in their frequency, sophistication, and intensity, and have become increasingly difficult to detect. Although we have and continue to take precautions to prevent, detect, and mitigate such events, a significant or large-scale interruption of our information technology systems or facilities could adversely affect our ability to manage and keep our operations running efficiently and effectively, and could result in significant costs, fines or litigation. Furthermore, because the techniques used to obtain unauthorized access to, or to sabotage, systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or implement adequate preventative measures. We may also experience security breaches that may remain undetected for an extended period. Even if identified, we may be unable to adequately investigate or remediate incidents or breaches due to attackers increasingly using tools and techniques that are designed to circumvent controls, to avoid detection, and to remove or obfuscate forensic evidence. While we strive to maintain reasonable preventative and data security controls, it is not possible to prevent all cybersecurity threats to our information technology systems and information and those of our third-party service providers, over which we exert less control. An incident that results in a wider or sustained disruption to our business or products could have a material adverse effect on our business, financial condition, and results of operations.

Additionally, certain of our products contain complex information technology systems designed to support today's increasingly connected vehicles, and could be susceptible to similar interruptions, including the possibility of unauthorized access. Further, as we transition to offering more cloud-based solutions which are dependent on the Internet or other networks to operate, we may increasingly be the target of cyber threats, including computer viruses or breaches due to misconduct of employees, contractors, or others who have access to our networks and systems, or those of third parties with which we do business. Although we have designed and implemented security measures to prevent and detect such unauthorized access or cyber threats from occurring, we cannot assure you that vulnerabilities will not be identified in the future, or that our security efforts will be successful. Any unauthorized access to our components could adversely affect our brand and harm our business, prospects, financial condition, and operating results. Further, maintaining and updating these systems may require significant costs and often involves implementation, integration, and security risks, including risks that we may not adequately anticipate the market or technological trends or that we may experience unexpected challenges that could cause financial, reputational, and operational harm. However, failing to properly respond to and invest in information technology advancements may limit our ability to attract and retain customers, prevent us from offering similar products and services as those offered by our competitors or inhibit our ability to meet regulatory or other requirements.

To date, we have not experienced a system failure, cyber-attack or security breach that has resulted in a material interruption in our operations or material adverse effect on our financial condition. While we continuously seek to expand and improve our information technology systems and maintain adequate disclosure controls and procedures, we cannot assure you that such measures will prevent interruptions or security breaches that could adversely affect our business.

We use open source software, which may pose particular risks to our proprietary software and source code. We may face claims from open source licensors claiming ownership of, or demanding the release of, the intellectual property that we developed using or derived from such open source software.

We use open source software in our proprietary software and will use open source software in the future. Companies that incorporate open source software into their proprietary software and products have, from time to time, faced claims challenging the use of open source software and compliance with open source license terms. By the terms of certain open source licenses, we could be required to release the source code of our proprietary software, and to make our proprietary software available under open source licenses to third parties at no cost, if we combine our proprietary software with open source software in certain manners. Although we monitor our use of open source software, we cannot assure you that all open source software is reviewed prior to use in our software, that our developers have not incorporated open source software into our proprietary software, or that they will not do so in the future. In addition, companies that incorporate open source software into their products have, in the past, faced claims seeking enforcement of open source license provisions and claims asserting ownership of open source software incorporated into their proprietary software. If an author or other third party that distributes such open source software were to allege that we have not complied with the conditions of an open source license, we could incur significant legal costs defending ourselves against such allegations. In the event such claims were successful, we could be subject to significant damages or be enjoined from the distribution of our proprietary software. In addition, the terms of open source software licenses may require us to provide software that we develop using such open source software to others on unfavorable license terms.

As a result of our current or future use of open source software, we may face claims or litigation, be required to release our proprietary source code, pay damages for breach of contract, re-engineer our proprietary software, discontinue making our proprietary software available in the event re-engineering cannot be accomplished on a timely basis or take other remedial action. Any such re-engineering or other remedial efforts could require significant additional research and development resources, and we may not be able to successfully complete any such re-engineering or other remedial efforts. Further, in addition to risks related to license requirements, use of certain open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of the software. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have a negative effect on our business, financial condition and results of operations.

Risks Relating to LCAA and the Business Combination

LCAA's current directors' and executive officers' affiliates own LCAA Shares that will be worthless if the Business Combination is not approved. Such interests may have influenced their decision to approve the Business Combination.

If the Business Combination or another business combination is not consummated by March 15, 2023, or such later date as may be approved by LCAA's shareholders in an amendment to the LCAA Articles (such date the "Final Redemption Date"), LCAA will cease all operations except for the purpose of winding up, redeeming 100% of the outstanding LCAA Public Shares for cash and, subject to the approval of its remaining shareholders and its board of directors, liquidating and dissolving. In such event, the 7,162,718 LCAA Founder Shares held by the Sponsor and certain LCAA's directors, which were acquired prior to the IPO for an aggregate purchase price of US$25,000, and the 5,486,784 LCAA Private Warrants held by the Sponsor, which were acquired concurrently with the IPO for an aggregate purchase price of US$8,230,176, would be worthless because the holders of the LCAA Founder Shares are not entitled to participate in any redemption or liquidating distribution with respect to these shares and the LCAA Private Warrants will not be exercisable. On the other hand, if the Business Combination is consummated, each outstanding LCAA Founder Share outstanding immediately prior to the Business Combination will convert into one LTC Ordinary Share, subject to adjustment described herein, at the closing, and each LCAA Warrant will be converted into an LTC Warrant. Based on the closing price of LCAA's Public Shares of US$ on Nasdaq on , the record date for the extraordinary general meeting, the LCAA Founder Shares, if unrestricted and freely tradable, would be valued at US$. Based on the closing price of LCAA's Public Warrants of US$ on Nasdaq on , the record date for the extraordinary general meeting, the LCAA Private Warrants would be valued at US$. Given (i) the differential in the purchase price that the Sponsor paid for the LCAA Founder Shares as compared to the price of the LCAA Public Shares, (ii) the differential in the purchase price that the Sponsor paid for the LCAA Private Warrants as compared to the price of the LCAA Public Warrants, and (iii) the substantial number of LTC Ordinary Shares that the Sponsor will receive upon conversion of the LCAA Founder Shares and/or LCAA Private Warrants, the Sponsor and these directors can earn a positive return on their investment, even if LCAA Public Shareholders have a negative return on their investment.

The process of taking a company public by means of a business combination with a special purpose acquisition company is different from taking a company public through a traditional initial public offering and may create risks for LCAA's investors.

A traditional initial public offering involves a company engaging underwriters to purchase its shares and resell them to the public. An underwritten offering imposes statutory liability on the underwriters for material misstatements or omissions contained in the registration statement unless they are able to sustain the burden of proving that they did not know and could not reasonably have discovered such material misstatements or omissions. This is referred to as a "due diligence" defense and results in the underwriters undertaking a detailed review of the business, financial condition and results of operations of the issuer and its subsidiaries. In a traditional initial public offering, investors may be able to recover damages from the underwriters in the event of misstatements and omission in the registration statement and unavailability of the due diligence defense. Going public via a business combination with a SPAC does not involve any underwriters and may therefore result in less careful vetting of the operating company's information that is presented to the public. In addition, going public via a business combination with a SPAC does not involve a book-building process as is the case in a traditional initial public offering. In a traditional initial public offering, the initial value of a company is set by investors who indicate the price at which they are prepared to purchase shares from the underwriters. In the case of a business combination involving a SPAC, the value of the target company is established by means of negotiations between the target company, the SPAC and, if any, "PIPE" investors who agree to purchase shares at the time of the business combination. The process of establishing the value of a target company in a SPAC business combination may be less effective than a traditional initial public offering book-building process and also does not reflect events that may have occurred between the date of the Merger Agreement and the Closing.

In addition, while traditional initial public offerings are frequently oversubscribed, resulting in additional potential demand for shares in the after-market following the initial public offering, there is no comparable

process of generating investor demand in connection with a business combination between a target company and a SPAC, which may result in lower demand for LTC's securities after the Closing, which could in turn, decrease liquidity and trading prices as well as increase the trading volatility of LTC's securities.

LCAA's current directors and officers and their affiliates have interests that are different than, or in addition to (and which may conflict with), the interests of its shareholders, and therefore potential conflicts of interests exist in recommending that shareholders vote in favor of approval of the Business Combination. Such conflicts of interests include that the Sponsor as well as LCAA's directors and officers are expected to lose their entire investment in LCAA if the Business Combination is not completed.

When considering LCAA Board's recommendation to vote in favor of approving the Business Combination Proposal and the Merger Proposal, LCAA shareholders should keep in mind that the Sponsor and LCAA's directors and officers have interests in such proposals that are different from, or in addition to (and which may conflict with), those of LCAA shareholders and warrant holders generally. See "The Business Combination Proposal — Interests of LCAA's Directors and Officers in the Business Combination" for additional information.

The personal and financial interests of LCAA's directors and officers may have influenced their motivation in identifying and selecting LTC as a business combination target, completing an initial business combination with LTC and influencing the operation of the business following the initial business combination. In considering the recommendations of LCAA Board to vote for the Business Combination and other proposals, you should consider these interests.

The exercise of LCAA directors' discretion in agreeing to changes or waivers in the terms of the Business Combination may result in a conflict of interests when determining whether such changes to the terms of the Business Combination or waivers of conditions are appropriate and in LCAA's best interest.

In the period leading up to the Closing of the Business Combination, events may occur that, pursuant to the Merger Agreement, would require LCAA to agree to amend the Merger Agreement, to consent to certain actions taken by LTC or to waive rights that LCAA is entitled to under the Merger Agreement. Such events could arise because of the changes in the course of LTC's business, a request by LTC to undertake actions that would otherwise be prohibited by the terms of the Merger Agreement or the occurrence of other events that would have a material adverse effect on LTC's business or could entitle LCAA to terminate the Merger Agreement. In any of such circumstances, it would be at LCAA's discretion, acting through LCAA Board, to grant its consent or waive those rights; provided that under the terms of the Merger Agreement, such consent or waiver in certain cases is not to be unreasonably withheld. The existence of financial and personal interests of one or more of the directors may result in conflicts of interests on the part of such director(s) between what he, she or they may believe is the best for LCAA and what he, she or they may believe is the best for himself, herself or themselves in determining whether or not to take the requested action. As of the date of this proxy statement/prospectus, LCAA does not believe there will be any changes or waivers that LCAA's directors and officers would be likely to make after shareholder approval of the Business Combination Proposal and the Merger Proposal has been obtained. While certain changes could be made without further shareholder approval, LCAA will circulate a new or amended proxy statement/prospectus and resolicit LCAA shareholders if changes to the terms of the transaction that would have a material impact on its shareholders are required prior to the vote on the Business Combination Proposal and the Merger Proposal. As a matter of Cayman Islands law, the directors of LCAA are under a fiduciary duty to act in the best interest of LCAA.

LCAA may be forced to close the Business Combination even if LCAA determines it is no longer in LCAA shareholders' best interest.

LCAA Public Shareholders are protected from a material adverse event of LTC arising between the date of the Merger Agreement and the date of the Extraordinary General

Meeting, primarily by the right to redeem their LCAA Public Shares for a pro rata portion of the funds held in the trust account, calculated as of two business days prior to the consummation of the Business Combination. If a material adverse event was to occur after approval of the Business Combination Proposal and the Merger Proposal at the Extraordinary General Meeting, LCAA may be forced to close the Business

Combination even if it determines it is no longer in its shareholders' best interest to do so (as a result of such material adverse event), which could have a significant negative impact on LCAA's business, financial condition or results of operations.

The Founder Shareholders agreed to vote in favor of the Business Combination, regardless of how LCAA Public Shareholders vote.

The Founder Shareholders have agreed to vote all of their Founder Shares in favor of all the proposals being presented at the Extraordinary General Meeting, including the Business Combination Proposal and the transactions contemplated thereby (including the First Merger). In addition, the Sponsor and each LCAA director or officer also may from time to time purchase LCAA Public Shares before the Business Combination. The LCAA Articles provide that LCAA will complete the Business Combination only if it obtains the requisite votes as described under "Extraordinary General Meeting of LCAA Shareholders." As a result, in addition to the Founder Shares, LCAA would need more than 10,744,078, or 37.5% (assuming all issued and outstanding LCAA Shares are voted), of the 28,650,874 LCAA Public Shares to be voted in favor of the Business Combination Proposal in order to have the Business Combination Proposal approved and more than 16,713,010, or 58.3% (assuming all issued and outstanding LCAA Shares are voted), of the 28,650,874 LCAA Public Shares to be voted in favor of the Merger Proposal in order to have the Merger Proposal approved. Accordingly, the agreement by the Founder Shareholders to vote in favor of the Business Combination Proposal and the Merger Proposal will increase the likelihood that LCAA will receive the requisite shareholder approval for such proposals.

LCAA is dependent upon its directors and officers and their loss could adversely affect LCAA's ability to complete the Business Combination.

LCAA's operations are dependent upon a relatively small group of individuals and, in particular, its directors and officers. LCAA's ability to complete its Business Combination depends on the continued service of its directors and officers. LCAA does not have an employment agreement with, or key-person insurance on the life of, any of its officers or directors.

The unexpected loss of the services of one or more of its directors or officers could have a detrimental effect on LCAA's ability to consummate the Business Combination.

LCAA's directors and officers will allocate their time to other businesses, thereby causing conflicts of interests in their determination as to how much time to devote to LCAA's affairs. This conflict of interests could have a negative impact on LCAA's ability to complete the Business Combination.

LCAA's directors and officers are not required to, and do not and will not, commit their full time to its affairs, which may result in a conflict of interests in allocating their time between LCAA's operations and the closing of the Business Combination and their other business endeavors. Each of LCAA's directors and officers is engaged in other businesses for which he or she may be entitled to significant compensation. Furthermore, LCAA's directors and officers are not obligated to contribute any specific number of hours per week to LCAA's affairs and may also serve as officers or board members for other entities. If its officer's and directors' other business affairs require them to devote time to such other affairs, this may have a negative impact on LCAA's ability to complete the Business Combination.

Past performance by management of LCAA or entities affiliated with LCAA or the Sponsor, including its management team, may not be indicative of future performance of an investment in LTC.

Past performance by management of LCAA or entities affiliated with LCAA or the Sponsor ("LCAA Affiliated Persons") is not a guarantee of success with respect to the Business Combination. You should not rely on the historical record of LCAA Affiliated Persons as indicative of the future performance of an investment in LTC or the returns LTC will, or is likely to, generate going forward.

The Sponsor, LCAA's directors, officers and their affiliates may elect to purchase shares and/or warrants from LCAA Public Shareholders, which may influence a vote on the Business Combination and reduce LCAA's public "float."

The Sponsor, LCAA's directors, officers or any of their affiliates may purchase shares and/or warrants from investors, or they may enter into transactions with such investors and others to provide them with

incentives to acquire shares from LCAA Public Shareholders, vote their shares in favor of the Business Combination Proposal and the Merger Proposal or not redeem such shares. The purpose of any such transaction could be to vote such shares in favor of the Business Combination and thereby increase the likelihood of obtaining shareholder approval of the Business Combination and/or decrease the number of redemptions. Any such share purchases and other transactions may thereby increase the likelihood of obtaining shareholder approval of the Business Combination. This may result in the completion of the Business Combination in a way that may not otherwise have been possible. While the exact nature of any such incentives has not been determined as of the date of this proxy statement/prospectus, they might include, without limitation, arrangements to protect such investors or holders against potential loss in value of their shares, including the granting of put options and the transfer to such investors or holders of LCAA Shares or rights owned by the Founder Shareholders for nominal value. However, other than as expressly stated herein, they have no current commitments, plans or intentions to engage in such transactions and have not formulated any terms or conditions for any such transactions. None of the funds in the trust account will be used to pay for such transactions.

Entering into any such arrangements may have a depressive effect on LCAA Public Shares. For example, as a result of these arrangements, an investor or holder may have the ability to effectively purchase LCAA Public Shares at a price lower than market and may therefore be more likely to sell the shares it owns, either prior to or immediately after the Extraordinary General Meeting.

LCAA did not obtain an opinion from an independent investment banking or accounting firm, and consequently, you have no assurance from an independent source that the price LCAA is paying in connection with the Business Combination is fair to LCAA from a financial point of view.

LCAA is not required to obtain an opinion from an independent investment banking or accounting firm that the price LCAA is paying in connection with the Business Combination is fair to LCAA from a financial point of view. LCAA Board did not obtain a third-party valuation or fairness opinion in connection with its determination to approve the Business Combination. Accordingly, investors will be relying solely on the judgment of LCAA Board in valuing LTC's business, and assuming the risk that LCAA Board may not have properly valued the Business Combination.

Shareholder litigation could prevent or delay the closing of the Business Combination or otherwise negatively impact business, operating results and financial condition.

LCAA may incur additional costs in connection with the defense or settlement of any shareholder litigation in connection with the proposed Business Combination. Litigation may adversely affect LCAA's ability to complete the proposed Business Combination. LCAA could incur significant costs in connection with any such litigation lawsuits, including costs associated with the indemnification of obligations to LCAA's directors. Consequently, if a plaintiff was to secure injunctive or other relief prohibiting, delaying or otherwise adversely affecting LCAA's ability to complete the proposed Business Combination, then such injunctive or other relief may prevent the proposed Business Combination from becoming effective within the expected time frame or at all.

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

The COVID-19 pandemic triggered 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 throughout the world and has resulted in unprecedented restrictions and limitations on operations of many businesses, educational institutions and governmental entities. Given the ongoing and dynamic nature of the COVID-19 pandemic all around the world, it is difficult to predict the impact on the business of LCAA and LTC, and there is no guarantee that efforts by LCAA and LTC to address the adverse impact of the COVID-19 pandemic will be effective. If LCAA or LTC is unable to recover from a business disruption on a timely basis, the Business Combination and LTC's business and financial condition and results of operations following the completion of the Business Combination would be adversely affected. The Business Combination may also be delayed and adversely affected by the coronavirus pandemic

and become more costly. Each of LCAA and LTC may also incur additional costs to remedy damages caused by such disruptions, which could adversely affect its financial condition and results of operations.

Delays in completing the Business Combination may substantially reduce the expected benefits of the Business Combination.

Satisfying the conditions to, and completion of, the Business Combination may take longer than, and could cost more than, LCAA expects. Any delay in completing or any additional conditions imposed in order to complete the Business Combination may materially adversely affect the benefits that LCAA expects to achieve from the Business Combination.

LCAA may not have sufficient funds to consummate the Business Combination.

As of September 30, 2022, LCAA had approximately $66,995 of cash held outside the trust account. If LCAA is required to seek additional capital, it may need to borrow funds from the Sponsor, directors, officers, their affiliates or other third parties to operate or may be forced to liquidate. LCAA believes that the funds available to it outside of the trust account, together with funds available from loans from the Sponsor, its affiliates or members of LCAA's management team will be sufficient to allow it to operate for at least the period ending on the Final Redemption Date; however, LCAA cannot assure you that its estimate is accurate, and the Sponsor, directors, officers and their affiliates are under no obligation to advance funds to LCAA in such circumstances.

If LCAA is unable to complete this Business Combination, or another business combination, within the prescribed time frame, LCAA would cease all operations except for the purpose of winding up and redeem all the LCAA Public Shares and liquidate.

LCAA must complete its initial Business Combination by the Final Redemption Date. If LCAA has not completed this Business Combination, or another business combination, within such time period, LCAA will: (i) cease all operations except for the purpose of winding up; (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the LCAA Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust account, including interest earned on the funds held in the trust account (less up to US$100,000 of interest to pay dissolution expenses) but excluding the annual income tax that the LCAA is entitled to withdraw from the Trust Account interest under the terms of the Investment Management Agreement, dated March 10, 2021, divided by the number of the then-outstanding LCAA Public Shares, which redemption will completely extinguish LCAA Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any); and (iii) as promptly as reasonably possible following such redemption, subject to the approval of LCAA's remaining shareholders and LCAA Board, liquidate and dissolve, subject in each case to LCAA's obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law. The LCAA Articles provide that, if LCAA voluntarily winds up for any other reason prior to the consummation of its initial Business Combination, it will follow the foregoing procedures with respect to the liquidation of the trust account as promptly as reasonably possible but not more than ten business days thereafter, subject to applicable Cayman Islands law. In either such case, LCAA Public Shareholders may receive only $10.00 per share, or less than $10.00 per share, on the redemption of their shares, and LCAA Warrants will expire worthless.

If, before distributing the proceeds in the trust account to LCAA Public Shareholders, LCAA files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against it that is not dismissed, the claims of creditors in such proceeding may have priority over the claims of its shareholders, even for funds in the trust account and the per-share amount that would otherwise be received by its shareholders in connection with its liquidation may be reduced.

If, before distributing the proceeds in the trust account to LCAA Public Shareholders, LCAA files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against it that is not dismissed, the proceeds held in the trust account could be subject to applicable bankruptcy or insolvency law, and may be included in LCAA's bankruptcy or insolvency estate and subject to the claims of third parties with priority over the claims of its shareholders. To the extent any bankruptcy or insolvency claims deplete the

trust account, the per-share amount that would otherwise be received by shareholders in connection with LCAA's liquidation may be reduced.

If the Adjournment Proposal is not approved, and an insufficient number of votes have been obtained to authorize the consummation of the Business Combination, LCAA Board will not have the ability to adjourn the Extraordinary General Meeting to a later date in order to solicit further votes, and, therefore, the Business Combination will not be approved.

LCAA Board is seeking approval to adjourn the Extraordinary General Meeting to a later date or dates if, at the Extraordinary General Meeting, based upon the tabulated votes, there are insufficient votes to approve the consummation of the Business Combination or if holders of LCAA Public Shares, have elected to redeem an amount of LCAA Public Shares such that the minimum available cash condition contained in the Merger Agreement would not be satisfied. If the Adjournment Proposal is not approved, LCAA Board will not have the ability to adjourn the Extraordinary General Meeting to a later date and, therefore, will not have more time to solicit votes to approve the consummation of the Business Combination. In such an event, the Business Combination would not be completed.

If third parties bring claims against LCAA, the proceeds held in the trust account could be reduced and the per-share redemption amount received by shareholders may be less than $10.00 per share.

LCAA's placing of funds in the trust account may not protect those funds from third-party claims against it. Although it will seek to have all vendors, service providers, and other entities with which it does business execute agreements with it waiving any right, title, interest or claim of any kind in or to any monies held in the trust account for the benefit of LCAA 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 trust 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 LCAA's assets, including the funds held in the trust account. If any third party refuses to execute an agreement waiving such claims to the monies held in the trust account, LCAA's 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 than any alternative.

Examples of possible instances where LCAA 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. In addition, there is no guarantee that such 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 LCAA and will not seek recourse against the trust account for any reason. Upon the exercise of a redemption right in connection with the Business Combination, LCAA will be required to provide for payment of claims of creditors that were not waived that may be brought against LCAA within the ten years following redemption. Accordingly, the per-share redemption amount received by LCAA Public Shareholders could be less than the $10.00 per share initially held in the trust account, due to claims of such creditors. Pursuant to a letter agreement between the Sponsor, LCAA, and its directors and officers, the Sponsor has agreed that it will be liable to LCAA if and to the extent any claims by a third party (other than its independent auditors) for services rendered or products sold to it, reduce the amounts in the trust account to below the lesser of (i) $10.00 per share and (ii) the actual amount per share held in the trust account as of the date of the liquidation of the trust account if less than $10.00 per share due to reductions in the value of the trust assets, in each case net of the interest that may be withdrawn to pay its tax obligations; provided, that, such liability will not apply to any claims by a third party that executed a waiver of any and all rights to seek access to the trust account nor will it apply to any claims under LCAA's indemnity of the underwriters of its IPO against certain liabilities, including liabilities under the Securities Act. Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, the Sponsor will not be responsible to the extent of any liability for such third-party claims.

However, LCAA has not asked the Sponsor to reserve for such indemnification obligations, nor has LCAA independently verified whether the Sponsor has sufficient funds to satisfy its indemnity obligations

and LCAA believes that the Sponsor's only assets are securities of LCAA. Therefore, LCAA cannot assure you that the Sponsor would be able to satisfy those obligations. As a result, if any such claims were successfully made against the trust account, the funds available for the Business Combination and redemptions could be reduced to less than $10.00 per share. In such event, LCAA may not be able to complete the Business Combination, and you would receive such lesser amount per share in connection with any redemption of your LCAA Public Shares. None of LCAA's officers or directors will indemnify LCAA for claims by third parties including claims by vendors and prospective target businesses.

If, after LCAA distributes the proceeds in the trust account to LCAA Public Shareholders, LCAA files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against it that is not dismissed, a bankruptcy or insolvency court may seek to recover such proceeds, and the members of LCAA Board may be viewed as having breached their fiduciary duties to its creditors, thereby exposing the members of its board of directors and LCAA to claims of punitive damages.

If LCAA files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against it that is not dismissed, any distributions received by shareholders could be viewed under applicable debtor/creditor and/or bankruptcy or insolvency laws as either a "preferential transfer" or a "fraudulent conveyance." As a result, a bankruptcy or insolvency court could seek to recover some or all amounts received by LCAA shareholders. In addition, LCAA Board may be viewed as having breached its fiduciary duty to its creditors and/or having acted in bad faith, thereby exposing itself and LCAA to claims of punitive damages, by paying LCAA Public Shareholders from the trust account prior to addressing the claims of creditors.

The Business Combination may be completed even though material adverse effects may result from the announcement of the Business Combination, industry-wide changes and other causes.

In general, either LCAA or LTC can refuse to complete the Business Combination if there is a material adverse effect affecting the other party between the signing date of the Merger Agreement and the planned closing. However, certain types of changes do not permit either party to refuse to complete the Business Combination, even if such change could be said to have a material adverse effect on LTC, including, among others, the following events (except, in some cases, where the change has a disproportionate effect on a party):

(a) any change in applicable laws or U.S. GAAP or any interpretation thereof following the date of the Merger Agreement;

(b) any change in interest rates or economic, political, business or financial market conditions generally;

(c) the taking or refraining from taking of any action expressly required to be taken or refrained from being taken under the Merger Agreement;

(d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), epidemic or pandemic (including any COVID-19 measures or any change in such COVID-19 measures or interpretations following the date of the Merger Agreement), acts of nature or change in climate;

(e) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, riots or insurrections;

(f) any failure in and of itself of LTC and any of its subsidiaries to meet any projections or forecasts (provided, however that this exception shall not prevent or otherwise affect a determination that any change, effect or development underlying such change has resulted in or contributed to a Company Material Adverse Effect as defined in the Merger Agreement);

(g) any event, state of facts, development, change, circumstance, occurrence or effect generally applicable to the industries or markets in which LTC or any of its subsidiaries operate;

(h) action taken by, or at the written request of, LCAA;

(i) the announcement of the Merger Agreement or the consummation of the Transactions.

Furthermore, LCAA or LTC may waive the occurrence of a material adverse effect affecting the other party. If a material adverse effect occurs and the parties still complete the Business Combination, LTC's share price may suffer.

Subsequent to the completion of the Business Combination, LTC may be required to subsequently take write-downs or write-offs, restructure its operations, or incur unanticipated losses, impairment or other charges or liabilities that could have a significant negative effect on its financial condition, results of operations and the price of LTC Securities, which could cause LCAA shareholders to lose some or all of their investment.

Although LCAA has conducted due diligence on LTC, LCAA cannot assure you that this diligence identified all material issues that may be present with the business of LTC. LCAA cannot rule out that factors outside of the target business and outside of its control will not later arise. As a result of these factors, LTC may be forced to later write down or write off assets, restructure its operations, or incur unanticipated losses impairment or other charges or liabilities that could result in it reporting losses. Even if LCAA's due diligence successfully identifies certain risks, unexpected risks may arise and previously known risks may materialize in a manner not consistent with LCAA's preliminary risk analysis. Even though these charges may be non-cash items and not have an immediate impact on LTC's liquidity, the fact that LTC reports charges of this nature could contribute to negative market perceptions about the post-combination company or its securities. In addition, charges of this nature may cause LTC to be unable to obtain future financing on favorable terms or at all.

During the interim period, LCAA is prohibited from entering into certain transactions that might otherwise be beneficial to LCAA or its shareholders.

Until the earlier of consummation of the Business Combination or termination of the Merger Agreement, LCAA is subject to certain limitations on the operations of its business, including restrictions on its ability to merge, consolidate or amalgamate with or into, or acquire (by purchasing a substantial portion of the assets of or equity in, or by any other manner) any entity other than LTC, as summarized under the "The Business Combination Proposal — The Merger Agreement — Covenants of the Parties." The limitations on LCAA's conduct of its business during this period could have the effect of delaying or preventing other strategic transactions and may, in some cases, make it impossible to pursue business opportunities that are available only for a limited time.

The Business Combination remains subject to conditions that LCAA cannot control and if such conditions are not satisfied or waived, the Business Combination may not be consummated.

The Business Combination is subject to a number of conditions. There are no assurances that all conditions to the Business Combination will be satisfied or that the conditions will be satisfied in the time frame expected. If the conditions to the Business Combination are not met (and are not waived, to the extent waivable), then either LCAA or LTC may, subject to the terms and conditions of the Merger Agreement, terminate the Merger Agreement or amend the Termination Date. See "The Business Combination Proposal."

A shareholder who has exercised Dissent Rights and followed the dissent procedure prescribed by the Cayman Islands Companies Act may subsequently lose their Dissent Rights following the Extraordinary General Meeting, including where completion of the First Merger is delayed in order to invoke the exemption under Section 239 of the Cayman Islands Companies Act, in which event such dissenting shareholder would not receive cash for their LCAA Shares and instead would only be entitled to receive the merger consideration and would become a shareholder of LTC upon consummation of the Business Combination.

Holders of record of LCAA Shares wishing to exercise Dissent Rights and make a demand for payment of the fair value for his, her or its LCAA Shares must give written objection to the First Merger to LCAA prior to the shareholder vote at the Extraordinary General Meeting to approve the First Merger and follow the procedures set out in Section 238 of the Cayman Islands Companies Act. However, the Merger Agreement provides that, if any LCAA shareholder exercises Dissent Rights then, unless LCAA and LTC elect by agreement in writing otherwise, the completion of the First Merger shall be delayed in order to invoke the exemption under Section 239 of the Cayman Islands Companies Act. Section 239 of the Cayman Islands Companies Act states that no such dissenter rights shall be available in respect of shares of any class for which

an open market exists on a recognized stock exchange or recognized interdealer quotation system at the expiry date of the period allowed for written notice of an election to dissent provided that the merger consideration constitutes inter alia shares of any company which at the effective date of the merger are listed on a national securities exchange. In circumstances where completion of the First Merger shall be delayed and the limitation under Section 239 of the Cayman Islands Companies Act is invoked, no Dissent Rights would be available to LCAA shareholders, including those LCAA shareholders who previously delivered a written objection to the First Merger prior to the Extraordinary General Meeting and followed the procedures set out in Section 238 of the Cayman Islands Companies Act in full up to such date, and such holder's former LCAA Shares will thereupon be deemed to have been converted into, and to have become exchangeable for, as of the First Effective Time, the right to receive the merger consideration comprising the number of newly issued LTC Ordinary Shares equal to the agreed exchange ratio for each LCAA Share. Accordingly, LCAA shareholders are not expected to ultimately have any appraisal or dissent rights in respect of their LCAA Shares and the certainty provided by the redemption process may be preferable for LCAA Public Shareholders wishing to exchange their LCAA Public Shares for cash. See "Appraisal Rights" for additional information.

LCAA shareholders may have limited remedies if their shares suffer a reduction in value following the Business Combination, and because LCAA is incorporated under the laws of the Cayman Islands, shareholders may face difficulties in protecting their interests, and a shareholder's ability to protect its rights through the U.S. federal courts may be limited

Any shareholders who choose to remain shareholders following the Business Combination could suffer a reduction in the value of their shares. Such shareholders are unlikely to have a remedy for such reduction in value, unless they are able to successfully claim that the reduction was due to the breach by LCAA's officers or directors of a duty of care or other fiduciary duty, or if they are able to successfully bring a private claim under securities laws that the proxy/registration statement relating to the Business Combination contained an actionable material misstatement or material omission.

LCAA is exempted companies incorporated under the laws of the Cayman Islands. LCAA's Cayman Islands counsel is not aware of any reported class action having been brought in a Cayman Islands court. Derivative actions have been brought in the Cayman Islands courts, and the Cayman Islands courts have confirmed the availability for such actions. In most cases, LCAA, as applicable, will be the proper plaintiff in any claim based on a breach of duty owed to LCAA, as applicable, and a claim against (for example) LCAA's officers or directors usually may not be brought by a shareholder. However, based on both Cayman Islands authorities and on English authorities, which would in all likelihood be of persuasive authority and be applied by a court in the Cayman Islands, exceptions to the foregoing principle apply in circumstances in which:

1. a company is acting, or proposing to act, illegally or beyond the scope of its authority;
2. the act complained of, although not beyond the scope of the authority, could be effected if duly authorized by more than the number of votes which have actually been obtained; or
3. those who control the company are perpetrating a "fraud on the minority."

In addition to the foregoing exceptions, a shareholder may have a direct right of action against LCAA where the individual rights of that shareholder have been infringed or are about to be infringed by such company.

LCAA Warrants are accounted for as liabilities and the changes in value of LCAA Warrants could have a material effect on LCAA's financial results.

LCAA accounts for warrants as either equity-classified or liability-classified instruments based on an assessment of the warrant's specific terms and applicable authoritative guidance in ASC 480, Distinguishing Liabilities from Equity ("ASC 480") and ASC 815, Derivatives and Hedging ("ASC 815"). The assessment considers whether the warrants are freestanding financial instruments pursuant to ASC 480, meet the definition of a liability pursuant to ASC 480, and whether the warrants meet all of the requirements for equity classification under ASC 815, including whether the warrants are indexed to the company's own ordinary shares, among other conditions for equity classification. This assessment, which requires the use of professional judgment, is conducted at the time of warrant issuance and as of each subsequent quarterly

period end date while the warrants are outstanding. As a result of the recurring fair value measurement, LCAA's financial statements and results of operations may fluctuate quarterly, based on factors, which are outside of its control. Due to the recurring fair value measurement, LCAA expects that it will recognize non-cash gains or losses on LCAA Warrants each reporting period and that the amount of such gains or losses could be material.

Risks Relating to Ownership of Securities of LTC

There will be material differences between your current rights as a holder of LCAA Public Shares and the rights you will have as a holder of LTC Ordinary Shares, some of which may adversely affect you.

Upon completion of the Business Combination, LCAA shareholders (other than LCAA Public Shareholders that validly exercise their redemption rights with respect to their LCAA Public Shares and Dissenting LCAA Shareholders) will no longer be shareholders of LCAA, but will be shareholders of LTC. There will be material differences between the current rights of LCAA shareholders and the rights you will have as a holder of the LTC Ordinary Shares, some of which may adversely affect you. For a more detailed discussion of the differences in the rights of LCAA shareholders and the LTC shareholders, see the section of this proxy statement/prospectus titled "Comparison of Corporate Governance and Shareholder Rights."

Upon completion of the Business Combination, LCAA shareholders will become LTC shareholders, LCAA warrantholders will become holders of LTC Warrants and the market price for the LTC Ordinary Shares and LTC Warrants may be affected by factors different from those that historically have affected LCAA.

Upon completion of the Business Combination, LCAA shareholders (other than LCAA Public Shareholders that validly exercise their redemption rights with respect to their LCAA Public Shares and Dissenting LCAA Shareholders) will become LTC Shareholders and LCAA warrantholders will become holders of LTC Warrants, which may be exercised to acquire LTC Ordinary Shares. Lotus Tech's business differs from that of LCAA's, and, accordingly, the results of operations of Lotus Tech will be affected by some factors that are different from those currently affecting the results of operations of LCAA. LCAA is a special purpose acquisition company incorporated in the Cayman Islands that is not engaged in any operating activity, directly or indirectly. LTC is a holding company incorporated in the Cayman Islands and, after the consummation of the Business Combination, will continue to offer automotive intelligence technology platforms and solutions through its consolidated subsidiaries. Lotus Tech's business and results of operations will be affected by regional, country, and industry risks and operating risks to which LCAA was not exposed. For a discussion of the business that is currently conducted and proposed to be conducted by Lotus Tech, see the section of this proxy statement/prospectus titled "Information about Lotus Tech."

The share price of $10.00 per share used in the Business Combination is based on a convention for transactions involving special purpose acquisition companies and not on any intrinsic value.

In certain places in this proxy statement/prospectus, there are references to a share price of $10.00 per share for LTC Ordinary Shares. That price was used by LCAA and Lotus Tech for various purposes in connection with the Business Combination, but it was based on a convention for transactions involving special purpose acquisition companies and not on any intrinsic value. Therefore, it should not be taken as reflecting the market's view of the per share value of the post-Closing company, or in any way a prediction or any sort of assurance as to the market price of the LTC Ordinary Shares.

Lotus Tech and LCAA can give no assurance that the market price of LTC Ordinary Shares will trade at or above the $10.00 price referenced and indeed the trading price may be materially lower than $10.00 per share.

LTC Warrants will become exercisable for LTC Ordinary Shares, which would increase the number of LTC shares eligible for future resale in the public market and result in dilution to LTC shareholders.

LTC Warrants to purchase an aggregate of 15,037,075 LTC Ordinary Shares will become exercisable in accordance with the terms of the Assignment, Assumption and Amendment Agreement and the Existing Warrant Agreement governing those securities. Assuming the Business Combination closes, the LTC Warrants will become exercisable 30 days after the completion of the Business Combination. The exercise price of the

LTC Warrants will be US$11.50 per share, subject to adjustment. To the extent such LTC Warrants are exercised, additional LTC Ordinary Shares will be issued, which will result in dilution to the existing holders of LTC Ordinary Shares and increase the number of LTC shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market or the fact that such LTC Warrants may be exercised could adversely affect the market price of LTC Ordinary Shares. However, there is no guarantee that the LTC Warrants will ever be in the money prior to their expiration, and as such, the LTC Warrants may expire worthless.

We may redeem your unexpired LTC Warrants prior to their exercise at a time that is disadvantageous to you, thereby making your LTC Warrants worthless.

After the consummation of the Business Combination, we will have the ability to redeem outstanding LTC Warrants at any time after they become exercisable and prior to their expiration, at a price of US$0.10 per warrant, provided that the last reported sales price of LTC Ordinary Shares for any 20 trading days within a 30 trading-day period ending on the third trading day prior to the date on which we give notice of such redemption equals or exceeds US$10.00 per share (subject to adjustment) and there is an effective registration statement covering the issuance of the LTC Ordinary Shares issuable upon exercise of the LTC Warrants. Redemption of the outstanding LTC Warrants could force you (i) to exercise your LTC Warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so, (ii) to sell your LTC Warrants at the then-current market price when you might otherwise wish to hold your LTC Warrants, or (iii) to accept the nominal redemption price, which, at the time the outstanding LTC Warrants are called for redemption, is likely to be substantially less than the market value of your LTC Warrants.

If securities or industry analysts do not publish research, publish inaccurate or unfavorable research or cease publishing research about Lotus Tech, its share price and trading volume could decline significantly.

The trading market for LTC Ordinary Shares will depend, in part, on the research and reports that securities or industry analysts publish about Lotus Tech or its business. We may be unable to sustain coverage by well-regarded securities and industry analysts. If either none or only a limited number of securities or industry analysts maintain coverage of Lotus Tech, or if these securities or industry analysts are not widely respected within the general investment community, the demand for Lotus Ordinary Shares could decrease, which might cause its share price and trading volume to decline significantly. In the event that Lotus Tech obtains securities or industry analyst coverage, if one or more of the analysts who cover Lotus Tech downgrade their assessment of Lotus Tech or publish inaccurate or unfavorable research about our business, the market price and liquidity for Lotus Ordinary Shares and LTC Warrants could be negatively impacted.

Future resales of LTC Ordinary Shares issued to LTC shareholders and other significant shareholders may cause the market price of the LTC Ordinary Shares to drop significantly, even if Lotus Tech's business is doing well.

Pursuant to the LTC Shareholder Support Agreement and Sponsor Support Agreement, the Sponsor and certain LTC shareholders will be restricted, subject to certain exceptions, from selling any of the LTC Ordinary Shares that they receive as a result of the share exchange, which restrictions will expire, and therefore additional LTC Ordinary Shares will be eligible for resale six months after the consummation of the Business Combination.

Subject to the LTC Shareholder Support Agreement, certain LTC shareholders party thereto may sell LTC Securities pursuant to Rule 144 under the Securities Act, if available. In these cases, the resales must meet the criteria and conform to the requirements of that rule.

Upon expiration or waiver of the applicable lock-up periods, and upon effectiveness of the registration statement LTC files pursuant to the Registration Rights Agreement or upon satisfaction of the requirements of Rule 144 under the Securities Act, certain other shareholders of LTC may sell large amounts of LTC Securities in the open market or in privately negotiated transactions, which could have the effect of increasing the volatility in our share price or putting significant downward pressure on the price of the LTC Ordinary Shares.

A market for LTC Ordinary Shares may not develop, which would adversely affect the liquidity and price of LTC Ordinary Shares.

An active trading market for LTC Ordinary Shares may never develop or, if developed, may not be sustained. You may be unable to sell your LTC Ordinary Shares unless a market can be established and sustained. This risk will be exacerbated if there is a high level of redemptions of LCAA Public Shares in connection with the Closing of the Business Combination.

The trading prices of LTC Ordinary Shares and LTC Warrants may be volatile and may fluctuate due to a variety of factors, some of which are beyond our control, including, but not limited to:

- actual or anticipated fluctuations in our financial condition or results of operations;
- variance in our financial performance from expectations of securities analysts;
- changes in our projected operating and financial results;
- changes in laws and regulations affecting our business, our customers, suppliers, or our industry;
- announcements of new services and expansions by us or our competitors;
- our ability to continue to innovate and bring products to market in a timely manner;
- our involvement in actual or potential litigation or regulatory investigations;
- negative publicity about us, our products or our industry;
- changes in our senior management or key personnel;
- announcements of new investments, acquisitions, strategic partnerships, or joint ventures by us or our competitors;
- sales of our securities by us, our shareholders or our warrant holders, as well as the anticipation of lockup releases;
- general economic, political, regulatory, industry, and market conditions; and
- natural disasters or major catastrophic events.
- other events or factors, including those resulting from war, incidents of terrorism, natural disasters, pandemics or responses to these events.

These and other factors may cause the market price and demand for LTC Ordinary Shares and LTC Warrants to fluctuate substantially, which may limit or prevent investors from readily selling their shares and may otherwise negatively affect the liquidity of LTC Ordinary Shares and LTC Warrants. Fluctuations may be even more pronounced in the trading market for LTC Ordinary Shares or LTC Warrants shortly following the Business Combination. Following periods of such volatility in the market price of a company's securities, securities class action litigation has often been brought against that company. Because of the potential volatility of LTC Ordinary Shares and LTC Warrants, LTC may become the target of securities litigation in the future. Securities litigation could result in substantial costs and divert management's attention and resources from its business.

The process of taking a company public by means of a business combination with a special purpose acquisition company is different from taking a company public through an initial public offering and may create risks for our unaffiliated investors.

An initial public offering involves a company engaging underwriters to purchase its shares and resell them to the public. An underwritten offering imposes statutory liability on the underwriters for material misstatements or omissions contained in the registration statement unless they are able to sustain the burden of proving that they did not know and could not reasonably have discovered such material misstatements or omissions. This is referred to as a "due diligence" defense and results in the underwriters undertaking a detailed review of an IPO company's business, financial condition and results of operations. Going public via a business combination with a special purpose acquisition company ("SPAC"), such as LCAA, does not involve any underwriters and may therefore result in less careful vetting of information that is presented to the public.

In addition, going public via a business combination with a SPAC does not involve a bookbuilding process as is the case in an initial public offering. In any initial public offering, the initial value of a company is set by investors who indicate the price at which they are prepared to purchase shares from the underwriters. In the case of a business combination involving a SPAC, the value of the target company is established by means of negotiations between the target company and the SPAC. The process of establishing the value of a target company in a SPAC business combination may be less effective than an initial public offering bookbuilding process and also does not reflect events that may have occurred between the date of the Merger Agreement and the closing of the transaction. In addition, while initial public offerings are frequently oversubscribed, resulting in additional potential demand for shares in the aftermarket following an initial public offering, there is no comparable process of generating investor demand in connection with a business combination between a target company and a SPAC, which may result in lower demand for our securities after closing, which could in turn decrease liquidity and trading prices as well as increase trading volatility.

LCAA's Existing Warrant Agreement, which is being assigned to LTC pursuant to the Assignment, Assumption and Amendment Agreement upon the Closing of the Business Combination and under which one LCAA Warrant will become one LTC Warrant upon such Closing, designates the courts of the State of New York or the United States District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of the warrants, which could limit the ability of warrantholders to obtain a favorable judicial forum for disputes with LTC in connection with such warrants.

Under the terms of the Assignment, Assumption and Amendment Agreement, LCAA's Existing Warrant Agreement is being assigned by LCAA to LTC at the Closing of the Business Combination. In connection with this assignment, each LCAA Warrant will convert into an LTC Warrant at such time and all of the terms of the Existing Warrant Agreement not amended by the Assignment, Assumption and Amendment Agreement will remain in effect and applicable to each warrant holder and to LTC after such Closing.

The Existing Warrant Agreement provides that, subject to applicable law, (i) any action, proceeding or claim against LCAA arising out of or relating in any way to the warrant agreement, will be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and (ii) LCAA irrevocably submits to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. Each of LCAA and LTC has waived any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, these provisions of the Existing Warrant Agreement do not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of warrants under the Existing Warrant Agreement shall be deemed to have notice of and to have consented to the forum provisions of the Existing Warrant Agreement. If any action, the subject matter of which is within the scope the forum provisions of the Existing Warrant Agreement, is filed in a court other than a court of the State of New York or the United States District Court for the Southern District of New York (a "foreign action") in the name of any holder of the warrants, such holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an "enforcement action"), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder's counsel in the foreign action as agent for such warrant holder.

Since the provisions of the Existing Warrant Agreement will continue to apply unless amended by the Assignment, Assumption and Amendment Agreement after the Closing of the Business Combination and the conversion of each warrant from an LCAA Warrant into an LTC Warrant, and since the choice-of-forum and related provisions have not been amended by the Assignment, Assumption and Amendment Agreement, the choice-of-forum provision may limit a warrant holder's ability after the Closing of the Business Combination to bring a claim in a judicial forum that it finds favorable for disputes with LTC, which may discourage such lawsuits. Alternatively, if a court were to find this provision of the Existing Warrant Agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, Lotus Tech may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect its business, financial condition and results of operations and result in a diversion of the time and resources of Lotus Tech's management and board of directors.

Our issuance of additional share capital in connection with financings, acquisitions, investments, our equity incentive plans or otherwise will dilute all other shareholders.

We expect to issue additional share capital in the future that will result in dilution to all other shareholders. We expect to grant equity awards to key employees under our equity incentive plans. We may also raise capital through equity financings in the future. As part of our business strategy, we may acquire or make investments in companies, solutions or technologies and issue equity securities to pay for any such acquisition or investment. Any such issuances of additional share capital may cause shareholders to experience significant dilution of their ownership interests and the per share value of LTC Ordinary Shares to decline.

The requirements of being a public company may strain our resources, divert our management's attention and affect our ability to attract and retain qualified board members.

We will be subject to the reporting requirements of the Securities Exchange Act of 1934, the Sarbanes-Oxley Act, the Dodd-Frank Act, Nasdaq listing requirements and other applicable securities rules and regulations. As such, we will incur additional legal, accounting and other expenses following completion of the Business Combination. These expenses may increase even more if we no longer qualify as an "emerging growth company," as defined in Section 2(a) of the Securities Act. The Exchange Act requires, among other things, that we file annual and current reports with respect to our business and operating results. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We may need to hire more employees post-Business Combination or engage outside consultants to comply with these requirements, which will increase our post-Business Combination costs and expenses.

Changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time-consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We expect these laws and regulations to increase our legal and financial compliance costs after the Business Combination and to render some activities more time-consuming and costly, although we are currently unable to estimate these costs with any degree of certainty.

Many members of our management team will have limited experience managing a publicly traded company, interacting with public company investors and complying with the increasingly complex laws pertaining to public companies. Our management team may not successfully or efficiently manage the transition to being a public company subject to significant regulatory oversight and reporting obligations under the federal securities laws and regulations and the continuous scrutiny of securities analysts and investors. The need to establish the corporate infrastructure demanded of a public company may divert the management's attention from implementing its growth strategy, which could prevent us from improving our business, financial condition and results of operations. Furthermore, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and consequently we may be required to incur substantial costs to maintain the same or similar coverage. These additional obligations could have a material adverse effect on our business, financial condition, results of operations and prospects. These factors could also make it more difficult for us to attract and retain qualified members of its board of directors, particularly to serve on our audit committee, and qualified executive officers.

As a result of disclosure of information in this proxy statement/prospectus and in filings required of a public company, our business and financial condition will become more visible, which we believe may result in threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business and operating results could be adversely affected, and, even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could cause an adverse effect on our business, financial condition, results of operations, prospects and reputation.

We will be an "emerging growth company," and it cannot be certain if the reduced SEC reporting requirements applicable to emerging growth companies will make LTC Ordinary Shares less attractive to investors, which could have a material and adverse effect on us, including our growth prospects.

Upon consummation of the Business Combination, we will be an "emerging growth company" as defined in the JOBS Act. We will remain an "emerging growth company" until the earliest to occur of (i) the last day of the fiscal year (a) following the fifth anniversary of the closing of the Business Combination, (b) in which we have total annual gross revenue of at least US$1.235 billion or (c) in which we are deemed to be a large accelerated filer, which means the market value of LTC shares held by non-affiliates exceeds US$700 million as of the last business day of our prior second fiscal quarter, and (ii) the date on which we issued more than US$1.0 billion in non-convertible debt during the prior three-year period. We intend to take advantage of exemptions from various reporting requirements that are applicable to most other public companies, including, but not limited to, an exemption from the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that our independent registered public accounting firm provide an attestation report on the effectiveness of our internal control over financial reporting and reduced disclosure obligations regarding executive compensation.

In addition, Section 102(b)(1) of the JOBS Act exempts "emerging growth companies" from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies, but any such election to opt out is irrevocable. We have elected not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, we, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of our financial statements with certain other public companies difficult or impossible because of the potential differences in accounting standards used.

Furthermore, even after we no longer qualify as an "emerging growth company," as long as we continue to qualify as a foreign private issuer under the Exchange Act, we will be exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies.

As a result, our shareholders may not have access to certain information they deem important or at the same time if we were a non-foreign private issuer. We cannot predict if investors will find LTC Ordinary Shares less attractive because we rely on these exemptions. If some investors find LTC Ordinary Shares less attractive as a result, there may be a less active trading market and share price for LTC Ordinary Shares may be more volatile.

We will qualify as a foreign private issuer within the meaning of the rules under the Exchange Act, and as such we are exempt from certain provisions applicable to United States domestic public companies.

Because we will qualify as a foreign private issuer under the Exchange Act immediately following the consummation of the Business Combination, we are exempt from certain provisions of the securities rules and regulations in the United States that are applicable to U.S. domestic issuers, including: (i) the rules under the Exchange Act requiring the filing of quarterly reports on Form 10-Q or current reports on Form 8-K with the SEC; (ii) the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act; (iii) the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and (iv) the selective disclosure rules by issuers of material nonpublic information under Regulation FD.

We will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, we intend to publish our results on a quarterly basis through press releases, distributed pursuant to the rules and regulations of Nasdaq. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information we are required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. Accordingly, after the Business Combination, if you continue to hold our securities, you

may receive less or different information about us than you currently receive about LCAA or that you would receive about a U.S. domestic public company.

We could lose our status as a foreign private issuer under current SEC rules and regulations if more than 50% of our outstanding voting securities become directly or indirectly held of record by U.S. holders and any one of the following is true: (i) the majority of our directors or executive officers are U.S. citizens or residents; (ii) more than 50% of our assets are located in the United States; or (iii) our business is administered principally in the United States. If we lose our status as a foreign private issuer in the future, we will no longer be exempt from the rules described above and, among other things, will be required to file periodic reports and annual and quarterly financial statements as if we were a company incorporated in the United States. If this were to happen, we would likely incur substantial costs in fulfilling these additional regulatory requirements, and members of our management would likely have to divert time and resources from other responsibilities to ensuring these additional regulatory requirements are fulfilled.

As a company incorporated in the Cayman Islands and a "controlled company" within the meaning of the Nasdaq corporate governance rules, we are permitted to adopt certain home country practices in relation to corporate governance matters that differ significantly from Nasdaq corporate governance listing standards applicable to domestic U.S. companies or rely on exemptions that are available to a "controlled company"; these practices may afford less protection to shareholders than they would enjoy if we complied fully with Nasdaq corporate governance listing standards.

We are an exempted company incorporated in the Cayman Islands, and, after the consummation of the Business Combination, will be listed on Nasdaq as a foreign private issuer. Nasdaq listing rules permit a foreign private issuer like us to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is our home country, may differ significantly from Nasdaq corporate governance listing standards applicable to domestic U.S. companies.

Upon consummation of the Business Combination, LTC will become a "controlled company" as defined under the Nasdaq rules because it is expected that Mr. Shufu Li, will owns more than 50% of our total voting power. For so long as LTC remains a controlled company under that definition, it is permitted to elect to rely, and may rely, on certain exemptions from Nasdaq corporate governance rules.

As a foreign private issuer and a "controlled company", LTC is permitted to elect to rely, and may rely, on certain exemptions from corporate governance rules, including (i) an exemption from the rule that a majority of our board of directors must be independent directors; (ii) an exemption from the rule that director nominees must be selected or recommended solely by independent directors; (iii) an exemption from the rule that the compensation committee must be comprised solely of independent directors and (iv) an exemption from the requirement that an audit committee be comprised of at least three members under Nasdaq Rule 5605(c)(2)(A). LTC intends to rely on all of the foregoing exemptions available to foreign private issuers and "controlled company."

As a result, you may not be provided with the benefits of certain corporate governance requirements of Nasdaq applicable to companies that are subject to these corporate governance requirements.

You may face difficulties in protecting your interests, and your ability to protect your rights through U.S. courts may be limited, because we are incorporated under the laws of the Cayman Islands, and we conduct a substantial portion of our operations, and a majority of our directors and executive officers reside, outside of the United States.

We are an exempted company limited by shares incorporated under the laws of the Cayman Islands and, following the Business Combination, will conduct a majority of our operations through our consolidated subsidiaries in China. A substantial portion of our assets are located outside the United States. A majority of our officers and directors reside outside the United States and a substantial portion of the assets of those persons are located outside of the United States. As a result, it may be difficult for investors to effect service of process within the United States upon our directors or officers, or to enforce judgments obtained in the United States courts against our directors or officers. For more information regarding the relevant laws of the Cayman Islands and China, see "Enforceability of Civil Liability."

Our corporate affairs will be governed by the sixth amended and restated memorandum and articles of association of LTC, or the Amended LTC Articles, the Cayman Islands Companies Act and the common law of the Cayman Islands. The rights of our shareholders to take action against our directors, actions by minority LTC shareholders and the fiduciary duties of our directors to us under Cayman Islands law are to a large extent governed by the common law of the Cayman Islands. The common law of the Cayman Islands is derived in part from comparatively limited judicial precedent in the Cayman Islands as well as from the common law of England, the decisions of whose courts are of persuasive authority, but are not binding, on a court in the Cayman Islands. The rights of our shareholders and the fiduciary duties of our directors under Cayman Islands law are different from what they would be under statutes or judicial precedent in some jurisdictions in the United States. In particular, the Cayman Islands has a different body of securities laws than the United States and some U.S. states, such as Delaware, may have more fully developed and judicially interpreted bodies of corporate law than the Cayman Islands. In addition, shareholders of Cayman Islands companies may not have standing to initiate a shareholder derivative action in a federal court of the United States.

Shareholders of Cayman Islands exempted companies like us have no general rights under Cayman Islands law to inspect corporate records (other than the memorandum and articles of association, special resolutions, and the register of mortgages and charges, of such companies) or to obtain copies of lists of shareholders of these companies. Our directors have discretion under our post-offering articles of association that will become effective immediately prior to completion of the Business Combination to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest.

Certain corporate governance practices in the Cayman Islands, which is our home country, differ significantly from requirements for companies incorporated in other jurisdictions such as the United States. If we choose to follow home country practice in the future, our shareholders may be afforded less protection than they otherwise would under rules and regulations applicable to U.S. domestic issuers.

As a result of all of the above, our public shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the board of directors or controlling shareholders than they would as public shareholders of a company incorporated in the United States. For a discussion of significant differences between the provisions of the Companies Act of the Cayman Islands and the laws applicable to companies incorporated in the United States and their shareholders, see “Comparison of Corporate Governance and Shareholder Rights.”

It is not expected that we will pay dividends in the foreseeable future after the Business Combination.

It is expected that we will retain most, if not all, of its available funds and any future earnings after the Business Combination to fund the development and growth of our business. As a result, it is not expected that we will pay any cash dividends in the foreseeable future.

Following completion of the Business Combination, our board of directors will have discretion as to whether to distribute dividends. Even if the board of directors decides to declare and pay dividends, the timing, amount and form of future dividends, if any, will depend on the future results of operations and cash flow, capital requirements and surplus, the amount of distributions, if any, received by us from subsidiaries, our financial condition, contractual restrictions and other factors deemed relevant by the board of directors. Accordingly, you may need to rely on sales of LTC Ordinary Shares after price appreciation, which may never occur, as the only way to realize any future gains on your investment. There is no guarantee that the LTC Ordinary Shares will appreciate in value after the Business Combination or that the market price of the LTC Ordinary Shares will not decline.

If LTC Ordinary Shares or the LTC Warrants are not eligible for deposit and clearing within the facilities of the Depository Trust Company, then transactions in the LTC Ordinary Shares or the LTC Warrants may be disrupted.

The facilities of the Depository Trust Company (“DTC”) are a widely used mechanism that allow for rapid electronic transfers of securities between the participants in the DTC system, which include many large

banks and brokerage firms. We expect that LTC Ordinary Shares and the LTC Warrants will be eligible for deposit and clearing within the DTC system. We expect to enter into arrangements with DTC whereby we will agree to indemnify DTC for stamp duty that may be assessed upon it as a result of its service as a depository and clearing agency for the LTC Ordinary Shares and the LTC Warrants. We expect these actions, among others, will result in DTC agreeing to accept the LTC Ordinary Shares and the LTC Warrants for deposit and clearing within its facilities.

DTC is not obligated to accept LTC Ordinary Shares or the LTC Warrants for deposit and clearing within its facilities in connection with the listing, and even if DTC does initially accept LTC Ordinary Shares or the LTC Warrants, it will generally have discretion to cease to act as a depository and clearing agency for LTC Ordinary Shares or the LTC Warrants.

If DTC determines prior to the consummation of the Business Combination that LTC Ordinary Shares or the LTC Warrants are not eligible for clearance within the DTC system, then we would not expect to consummate the Business Combination or the listing contemplated by this proxy statement/prospectus in its current form. However, if DTC determines at any time after the completion of the transactions and the listing that LTC Ordinary Shares or the LTC Warrants were not eligible for continued deposit and clearance within its facilities, then we believe that LTC Ordinary Shares or LTC Warrants would not be eligible for continued listing on a U.S. securities exchange and trading in the securities or warrants would be disrupted. While we would pursue alternative arrangements to preserve its listing and maintain trading of its securities, any such disruption could have a material adverse effect on the market price of LTC Ordinary Shares and the LTC Warrants.

Risks Relating to Taxation

If the Mergers do not qualify as a reorganization under Section 368(a) of the Code, then the Mergers will generally be taxable to U.S. Holders.

There are significant factual and legal uncertainties as to whether the Mergers will qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code. Under Section 368(a) of the Code and Treasury Regulations promulgated thereunder, an acquiring corporation must either continue, directly or indirectly through certain controlled corporations, a significant line of the acquired corporation's historic business or use a significant portion of the acquired corporation's historic business assets in a business. There is an absence of guidance as to how the foregoing requirement applies in the case of an acquisition of a corporation with investment-type assets, such as LCAA. The Closing is not conditioned upon the receipt of an opinion of counsel that the Mergers will qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code, and neither us nor LCAA intends to request a ruling from the Internal Revenue Service (the "IRS") regarding the U.S. federal income tax treatment of the Mergers. Accordingly, there can be no assurance that the IRS will not challenge the Mergers' qualification as a reorganization or that a court will not sustain such position.

If, at the Effective Time, any requirement of Section 368(a) of the Code is not met, then a U.S. Holder (as defined in the section of this proxy statement/prospectus titled "Material Tax Considerations — U.S. Federal Income Tax Considerations") will generally recognize gain or loss in an amount equal to the difference between the fair market value (as of the closing date of the Merger) of LTC Ordinary Shares and LTC Warrants received in the Mergers, over such holder's aggregate adjusted tax basis in the corresponding LCAA Class A Ordinary Shares and LCAA Public Warrants surrendered by such holder in the Mergers.

The tax consequences of the Mergers are complex and will depend on the particular circumstances of LCAA Shareholders. For a more detailed discussion of the U.S. federal income tax considerations of the Mergers for U.S. Holders, see the section of this proxy statement/prospectus titled "Material Tax Considerations — U.S. Federal Income Tax Considerations — Effects of the Merger." U.S. Holders whose LCAA Class A Ordinary Shares or LCAA Public Warrants are being exchanged in the Mergers should consult their tax advisors to determine the tax consequences thereof.

There can be no assurance that we will not be a passive foreign investment company for any taxable year, which could subject U.S. Holders to significant adverse U.S. federal income tax consequences.

If we are or become a PFIC within the meaning of Section 1297 of the Code for any taxable year during which a U.S. Holder holds LTC Ordinary Shares or LTC Warrants, certain adverse U.S. federal income tax

consequences may apply to such U.S. Holder. A non-U.S. corporation will generally be a passive foreign investment company ("PFIC") for U.S. federal income tax purposes if, in any taxable year, either (1) at least 75% of its gross income for such year is passive income (such as interest, dividends, rents and royalties (other than rents or royalties derived from the active conduct of a trade or business) and net gains from the disposition of assets giving rise to passive income) or (2) at least 50% of the value of its assets (based on an average of the quarterly values of the assets) during such year is attributable to assets that produce or are held for the production of passive income.

Based on the anticipated assets and income of the combined company, LTC is not expected to be a PFIC for its current taxable year ending December 31, 2023 or subsequent taxable years. However, LTC's PFIC status for any taxable year is an annual factual determination that can be made only after the end of such taxable year and may depend in part on the value of its unbooked goodwill (which is generally determined in large part by reference to the market price of the LTC Ordinary Shares from time to time, which could be volatile); accordingly, there can be no assurance regarding LTC's PFIC status for its current taxable year or any future taxable year.

If we were to be treated as a PFIC, a U.S. Holder of LTC Ordinary Shares or LTC Warrants may be subject to adverse U.S. federal income tax consequences, such as taxation at the highest marginal ordinary income tax rates on capital gains and on certain actual or deemed distributions, interest charges on certain taxes treated as deferred and additional reporting requirements. See "Material Tax Considerations — U.S. Federal Income Tax Considerations — Ownership and disposition of LTC Securities — PFIC Considerations."

Risks Relating to Redemption of LCAA Public Shares

You will not have any rights or interests in funds from the trust account, except under certain limited circumstances. Therefore, to liquidate your investment, you may be forced to sell your public shares or warrants, potentially at a loss.

LCAA Public Shareholders will be entitled to receive funds from the trust account only upon the earliest to occur of: (i) LCAA's completion of an initial business combination, and then only in connection with LCAA Public Shares that such shareholder properly elected to redeem, subject to the limitations described herein, (ii) the redemption of any public shares properly tendered in connection with a shareholder vote to amend the LCAA Articles (A) to modify the substance or timing of LCAA's obligation to provide holders of LCAA Public Shares the right to have their shares redeemed in connection with LCAA's initial business combination or to redeem 100% of LCAA Public Shares if LCAA does not complete LCAA's initial business combination prior to the Final Redemption Date or (B) with respect to any other provision relating to the rights of holders of LCAA's Class A ordinary shares, and (iii) the redemption of LCAA Public Shares if LCAA has not consummated an initial business prior to the Final Redemption Date, subject to applicable law and as further described herein. LCAA Public Shareholders who redeem their LCAA Public Shares in connection with a shareholder vote described in clause (ii) in the preceding sentence shall not be entitled to funds from the trust account upon the subsequent completion of an initial business combination or liquidation if LCAA has not consummated an initial business combination prior to the Final Redemption Date, with respect to such LCAA Public Shares so redeemed. In no other circumstances will a public shareholder have any right or interest of any kind in the trust account. Holders of LCAA Warrants also will not have any right to the proceeds held in the trust account with respect to the warrants. Accordingly, to liquidate your investment, you may be forced to sell your public shares or warrants, potentially at a loss.

LCAA does not have a specified maximum redemption threshold. The absence of such a redemption threshold may make it possible for LCAA to complete its initial business combination with which a substantial majority of LCAA's shareholders do not agree.

The LCAA Articles does not provide a specified maximum redemption threshold, except that in no event will LCAA redeem its public shares in an amount that would cause its net tangible assets to be less than $5,000,001 (so that LCAA does not then become subject to the SEC's "penny stock" rules). As a result, LCAA may be able to complete its initial business combination even though a substantial majority of its public shareholders do not agree with the transaction and have redeemed their shares or, if LCAA seeks shareholder

approval of its initial business combination and does not conduct redemptions in connection with its initial business combination pursuant to the tender offer rules, has entered into privately negotiated agreements to sell their shares to LCAA's Sponsor, officers, directors, advisors or their affiliates. In the event the aggregate cash consideration LCAA would be required to pay for all LCAA Class A Ordinary 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 LCAA, LCAA will not complete the business combination or redeem any shares, all LCAA Class A Ordinary Shares submitted for redemption will be returned to the holders thereof, and LCAA instead may search for an alternate business combination.

The grant and future exercise of registration rights may adversely affect the market price of LTC Class A Ordinary Shares upon consummation of the Business Combination.

Pursuant to the Registration Rights Agreement entered into in connection with the Business Combination and which is described elsewhere in this proxy statement/prospectus, LTC, LCAA, the Sponsor, and certain other persons identified therein can each demand that LTC register their registrable securities and assist in underwritten takedown of such securities under certain circumstances and will each also have piggyback registration rights for these securities in connection with certain registrations of securities that LTC undertakes. In addition, following the consummation of the Business Combination, LTC is required to file and maintain an effective registration statement under the Securities Act covering such securities and certain other securities of LTC.

The registration of these securities will permit the public sale of such securities subject to any contractual lock-up any such shareholder may have signed. The registration and availability of such a significant number of securities for trading in the public market may have an adverse effect on the market price of LTC Class A Ordinary Shares post-Business Combination.

If you or a "group" of shareholders of which you are a part are deemed to hold an aggregate of more than 15% of the LCAA Public Shares issued in the IPO, you (or, if a member of such a group, all of the members of such group in the aggregate) will lose the ability to redeem all such shares in excess of 15% of the LCAA Public Shares issued in the IPO.

Pursuant to the LCAA Articles, an LCAA Public Shareholder, together with any affiliate of such shareholder or any other person with whom such shareholder is acting in concert or as a "group" (as defined under Section 13 of the Exchange Act), will be restricted from redeeming its shares with respect to more than an aggregate of 15% of the shares sold in the IPO, which LCAA refers to as the "Excess Shares," without LCAA's prior consent. However, LCAA would not be restricting its shareholders' ability to vote all of their shares (including Excess Shares) for or against the Business Combination. Your inability to redeem the Excess Shares will reduce your influence over LCAA's ability to complete the Business Combination and you could suffer a material loss on your investment in LCAA if you sell Excess Shares in open market transactions. Additionally, you will not receive redemption distributions with respect to the Excess Shares if LCAA completes an initial business combination. And as a result, you will continue to hold that number of shares exceeding 15% and, in order to dispose of such shares, would be required to sell your shares in open market transactions, potentially at a loss.

There is no guarantee that a shareholder's decision whether to redeem its LCAA Public Shares for a pro rata portion of the Trust Account will put the shareholder in a better future economic position.

There is no assurance as to the price at which an LCAA shareholder may be able to sell its LCAA Public Shares (or LTC Class A Ordinary Shares received in exchange therefor) in the future following the completion of the Business Combination or any alternative business combination. Certain events following the consummation of any initial business combination, including the Business Combination, may cause an increase in the share price, and may result in a lower value realized now than an LCAA Public Shareholder might realize in the future had the shareholder not redeemed its LCAA Public Shares. Similarly, if an LCAA Public Shareholder does not redeem its LCAA Public Shares, the shareholder will bear the risk of ownership of the LTC Class A Ordinary Shares after the consummation of the Business Combination, and there can be no assurance that a shareholder can sell its shares in the future for a greater amount than the redemption price set forth in this proxy statement/prospectus. A LCAA shareholder should consult the shareholder's tax and/or financial advisor for assistance on how this may affect his, her or its individual situation.

EXTRAORDINARY GENERAL MEETING OF LCAA SHAREHOLDERS

General

LCAA is furnishing this proxy statement/prospectus to its shareholders as part of the solicitation of proxies by its board of directors for use at the extraordinary general meeting of the LCAA shareholders and at any adjournment or postponement thereof. This proxy statement/prospectus provides you with information you need to know to be able to vote or instruct your vote to be cast at the extraordinary general meeting.

Date, Time and Place of Extraordinary General Meeting of LCAA Shareholder

The extraordinary general meeting will be held on , 2023, at a.m., Eastern Time, at and over the Internet by means of a live audio webcast. You may attend the extraordinary general meeting webcast by accessing the web portal located at and following the instructions set forth on your proxy card.

Purpose of the LCAA Extraordinary General Meeting

At the extraordinary general meeting, LCAA is asking its shareholders:

Proposal No. 1 — The Business Combination Proposal — to consider and vote upon, as an ordinary resolution, a proposal to approve and authorize the Merger Agreement, a copy of which is attached to this proxy statement/prospectus as Annex A, and the transactions contemplated therein, including the Business Combination;

Proposal No. 2 — The Merger Proposal — to consider and vote upon, as a special resolution, a proposal to approve and authorize the First Plan of Merger; and

Proposal No. 3 — The Adjournment Proposal — to consider and vote upon, as an ordinary resolution, a proposal to adjourn the extraordinary general meeting to a later date or dates, to, among other things, permit further solicitation and vote of proxies in the event that there are insufficient votes for the approval of one or more proposals at the extraordinary general meeting or if holders of LCAA Public Shares have elected to redeem an amount of LCAA Public Shares such that the minimum available cash condition contained in the Merger Agreement would not be satisfied.

Notwithstanding the order in which the proposals are set out herein, LCAA Board may put the above proposals in such order as it may determine at the meeting.

Record Date; Persons Entitled to Vote

LCAA shareholders will be entitled to vote or direct votes to be cast at the extraordinary general meeting if they owned LCAA Shares at the close of business on , 2023, which is the record date for the extraordinary general meeting. Shareholders will have one vote for each LCAA Share owned at the close of business on the record date. If your shares are held in “street name” or are in a margin or similar account, you should contact your broker, bank or nominee to ensure that votes related to the shares you beneficially own are properly counted. On the record date, there were LCAA Shares outstanding, of which are Public Shares.

Quorum

A quorum is the minimum number of LCAA Shares that must be present to hold a valid meeting. A quorum will be present at the LCAA extraordinary general meeting if holders of a majority of the issued and outstanding LCAA Shares entitled to vote at the extraordinary general meeting are present in person or are represented at the extraordinary general meeting by proxy. Abstentions and broker non-votes will count as present for the purposes of establishing a quorum. The LCAA Public Shares and the LCAA Founder Shares are entitled to vote together as a single class on all matters to be considered at the extraordinary general meeting.

Vote Required

The proposals to be presented at the extraordinary general meeting will require the following votes:

Business Combination Proposal — The approval of the Business Combination Proposal will require an ordinary resolution under Cayman Islands law, being the affirmative vote of the holders of a majority of LCAA Shares who, being present and entitled to vote at the extraordinary general meeting, vote at the extraordinary general meeting. The Transactions will not be consummated if LCAA has less than US$5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) either immediately prior to or upon consummation of the Transactions.

Merger Proposal — The approval of the First Plan of Merger will require a special resolution under Cayman Islands law, being the affirmative vote of the holders of at least two thirds of the LCAA Shares who, being present and entitled to vote at the extraordinary general meeting, vote at the extraordinary general meeting.

Adjournment Proposal — The approval of the Adjournment Proposal will require an ordinary resolution under Cayman Islands law, being the affirmative vote of the holders of a majority of the LCAA Shares who, being present and entitled to vote at the extraordinary general meeting, vote at the extraordinary general meeting.

Brokers are not entitled to vote on the Business Combination Proposal or the Merger Proposal absent voting instructions from the beneficial holder. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the extraordinary general meeting, and otherwise will have no effect on a particular proposal.

Voting Your Shares

If you are a holder of record of LCAA Shares, there are two ways to vote your LCAA Shares at the extraordinary general meeting:

By Mail. You may vote by proxy by completing the enclosed proxy card and returning it in the postage-paid return envelope. If you vote by proxy card, your "proxy," whose name is listed on the proxy card, will vote your shares as you instruct on the proxy card. If you sign and return the proxy card but do not give instructions on how to vote your shares, your shares will be voted "**FOR**" all of the proposals in accordance with the recommendation of LCAA Board. Proxy cards received after a matter has been voted upon at the extraordinary general meeting will not be counted.

In Person. You may attend the extraordinary general meeting in person or by webcast and vote electronically using the ballot provided to you at the extraordinary general meeting or during the webcast. You may attend the extraordinary general meeting webcast by accessing the web portal located at and following the instructions set forth on your proxy card.

Revoking Your Proxy

If you are a holder of record of LCAA Shares and you give a proxy, you may revoke it at any time before it is exercised by doing any one of the following:

- you may send another signed proxy card to LCAA's secretary with a later date so that it is received prior to the vote at the extraordinary general meeting or attend the extraordinary general in person or by live webcast of the extraordinary general meeting and vote electronically;
- you may notify LCAA's secretary in writing, prior to the vote at the extraordinary general meeting, that you have revoked your proxy; or
- you may attend the live webcast of the extraordinary general meeting and vote electronically or revoke your proxy electronically, although your attendance alone will not revoke any proxy that you have previously given.

If you hold your LCAA Shares in "street name," you may submit new instructions on how to vote your shares by contacting your broker, bank or other nominee.

Who Can Answer Your Questions About Voting Your Shares

If you are an LCAA shareholder and have any questions about how to vote or direct a vote in respect of your LCAA Shares, you may contact LCAA's proxy solicitor at:

Morrow Sodali LLC
333 Ludlow Street
5th Floor, South Tower
Stamford, CT 06902
Telephone: (800) 662-5200 (banks and brokers can call collect at (203) 658-9400)
Email: LCAA.info@investor.morrowsodali.com

Redemption Rights

LCAA Public Shareholders, excluding the Sponsor and LCAA's officers and directors, may seek to redeem their LCAA Public Shares for cash, regardless of whether they vote for or against, or whether they abstain from voting on, the Business Combination Proposal. Any LCAA Public Shareholder may demand that LCAA redeem such shares for a full pro rata portion of the Trust Account (which, for illustrative purposes, was US$ per share as of , 2023, the extraordinary general meeting record date), calculated as of two business days prior to the anticipated consummation of the Business Combination. If a holder properly seeks redemption as described in this section and the Business Combination is consummated, LCAA will redeem these shares for a pro rata portion of funds deposited in the Trust Account and the holder will no longer own these shares following the Business Combination.

Notwithstanding the foregoing, an LCAA Public Shareholder, together with any affiliate of his or any other person with whom he is acting in concert or as a "group" (as defined in Section 13(d)(3) of the Exchange Act), will be restricted from seeking redemption rights with respect to more than 15% of the LCAA Public Shares without LCAA's prior consent. Accordingly, an LCAA Public Shareholder, together with any affiliate of such holder or any other person with whom such holder is acting in concert or as a "group," will be restricted from redeeming its shares with respect to more than an aggregate of 15% of the LCAA Public Shares.

Holders of the LCAA Founder Shares will not have redemption rights with respect to such shares.

Holders of the LCAA Public Shares may demand redemption by delivering their share certificates (if any) and other redemption forms, either physically or electronically using Depository Trust Company's DWAC System, to LCAA's transfer agent prior to the vote at the extraordinary general meeting. If you hold the shares in "street name," you will have to coordinate with your broker, bank or nominee to have your shares certificated and delivered electronically. Certificates that have not been tendered (either physically or electronically) in accordance with these procedures will not be redeemed for cash. There is a nominal cost associated with this tendering process and the act of certificating the shares or delivering them through the DWAC system. The transfer agent will typically charge the tendering broker US$80.00 and it would be up to the broker whether or not to pass this cost on to the redeeming shareholder. In the event the proposed Business Combination is not consummated this may result in an additional cost to shareholders for the return of their shares.

LCAA's transfer agent can be contacted at the following address:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attention: Mark Zimkind
Email: spacredemption@continentalstock.com

Any request to redeem such shares, once made, may be withdrawn at any time up to two business days prior to the vote on the Business Combination Proposal (unless otherwise agreed to by LCAA). Furthermore, if an LCAA Public Shareholder delivered its share certificate and other redemption forms in connection with an election of its redemption and subsequently decides prior to the applicable date not to elect to exercise such rights, it may simply request that the transfer agent return the certificate (physically or electronically).

If the Business Combination is not approved or completed for any reason, then LCAA Public Shareholders who elected to exercise their redemption rights will not be entitled to redeem their shares for a full pro rata portion of the Trust Account, as applicable. In such case, LCAA will promptly return any shares tendered for redemption by LCAA Public Shareholders. If LCAA would be left with less than US$5,000,001 of net tangible assets as a result of LCAA Public Shareholders properly demanding redemption of their shares for cash, LCAA will not be able to consummate the Business Combination.

The closing price of the LCAA Public Shares on , 2023, the extraordinary general meeting record date, was US$. The cash held in the Trust Account on such date was US$ million ($ per LCAA Public Share). Prior to exercising redemption rights, shareholders should verify the market price of the LCAA Public Shares as they may receive higher proceeds from the sale of their LCAA Public Shares in the public market than from exercising their redemption rights if the market price per share is higher than the redemption price. LCAA cannot assure its shareholders that they will be able to sell their LCAA Public Shares in the open market, even if the market price per share is higher than the redemption price stated above, as there may not be sufficient liquidity in its securities when its shareholders wish to sell their shares.

If an LCAA Public Shareholder exercises his, her or its redemption rights, then he, she or it will be exchanging its LCAA Public Shares for cash and will no longer own those shares. You will be entitled to receive cash for these shares only if, prior to the deadline for submitting redemption requests, you properly demand redemption no later than the close of the vote on the Business Combination Proposal by delivering your share certificate (if any) and other redemption forms (either physically or electronically) to LCAA's transfer agent prior to the vote at the extraordinary general meeting, and the Business Combination consummated.

For a detailed discussion of the material U.S. federal income tax considerations for shareholders with respect to the exercise of these redemption rights, see "Material Tax Considerations — Material U.S. Federal Income Tax Considerations to U.S. Holders." The consequences of a redemption to any particular shareholder will depend on that shareholder's particular facts and circumstances. Accordingly, you should consult your tax advisor to determine your tax consequences from the exercise of your redemption rights, including the applicability and effect of U.S. federal, state, local and non-U.S. income and other tax laws in light of your particular circumstances.

If LCAA shareholders fail to take any action with respect to the extraordinary general meeting and fail to redeem their Public Shares following the procedure described in this proxy statement/prospectus and the Business Combination is approved by the LCAA shareholders and consummated, such LCAA shareholders will become shareholders of LTC.

The following table presents the anticipated share ownership of various holders of LTC Ordinary Shares after the completion of the Business Combination, based on the assumption that no additional equity securities of LTC will be issued at or prior to Closing and that there are no Dissenting LCAA shareholders, under the following redemption scenarios:

- **Assuming No Redemption:** This presentation assumes that no LCAA shareholder exercises redemption rights with respect to their LCAA Public Shares.
- **Assuming 25% Redemption:** This presentation assumes that LCAA Public Shareholders holding 7,162,718 LCAA Public Shares will exercise their redemption rights.
- **Assuming 50% Redemption:** This presentation assumes that LCAA Public Shareholders holding 14,325,437 LCAA Public Shares will exercise their redemption rights.
- **Assuming 75% Redemption:** This presentation assumes that LCAA Public Shareholders holding 21,488,155 LCAA Public Shares will exercise their redemption rights.
- **Assuming Maximum Redemption:** This presentation assumes that LCAA Public Shareholders holding 28,650,874 LCAA Public Shares will exercise their redemption rights. This presentation does not take into account the Minimum Available Cash Condition.

	Assuming No Redemption		Assuming 25% Redemption		Assuming 50% Redemption		Assuming 75% Redemption		Assuming Maximum Redemption	
	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%
Holders of LTC Ordinary Shares Not Reflecting Potential Sources of Dilution										
Existing LCAA Shareholders (excluding the Founder Shareholders)[1]	28,650,874	4.75%	21,488,155	3.61%	14,325,437	2.43%	7,162,718	1.23%	—	0.00%
The Founder Shareholders[2]	7,162,718	1.19%	7,162,718	1.20%	7,162,718	1.22%	7,162,718	1.23%	7,162,718	1.25%
Existing LTC Shareholders[3]	540,342,225	89.60%	540,342,225	90.68%	540,342,225	91.78%	540,342,225	92.91%	540,342,225	94.07%
Jingkai Fund[4]	16,901,409	2.80%	16,901,409	2.84%	16,901,409	2.87%	16,901,409	2.91%	16,901,409	2.94%
Third-Party Investors[5]	10,000,000	1.66%	10,000,000	1.68%	10,000,000	1.70%	10,000,000	1.72%	10,000,000	1.74%
Total LTC Ordinary Shares Outstanding at Closing	**603,057,226**	**100.00%**	**595,894,507**	**100.00%**	**588,731,789**	**100.00%**	**581,569,070**	**100.00%**	**574,406,352**	**100.00%**

(1) Does not include LCAA Public Warrants that will remain outstanding immediately following the Business Combination and may be exercised thereafter to acquire LTC Ordinary Shares.

(2) Does not include LCAA Private Warrants that will remain outstanding immediately following the Business Combination and may be exercised thereafter to acquire LTC Ordinary Shares.

(3) Excludes 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting. The LTC Options are granted under the 2022 Share Incentive Plan, pursuant to which the maximum aggregate number of ordinary shares of LTC that may be issued under the 2022 Share Incentive Plan is 51,249,793, calculated after taking into account the Recapitalization.

(4) Representing the aggregate of 16,901,409 LTC Ordinary Shares to be issued to the Jingkai Fund at US$10.00 per share for an aggregate investment amount of RMB 1,200,000,000 (calculated using an exchange rate of 1 U.S. dollar = 7.10 RMB) substantially concurrently with the Closing.

(5) Representing the aggregate of 10,000,000 LTC Ordinary Shares to be issued to third party investors at US$10.00 per share for an aggregate investment amount of US$100,000,000 upon the Closing.

LCAA shareholders would experience dilution to the extent LTC issues additional shares after Closing. In addition, the table above excludes certain potential sources of dilution, namely, 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022 (calculated after taking into account the Recapitalization and using the treasury stock method of accounting) and the LTC Ordinary Shares underlying the LCAA Public Warrants and the LCAA Private Warrants (as converted into the LTC Warrants). The following table presents the anticipated share ownership of various holders of LTC Ordinary Shares after the completion of the Business Combination after the Recapitalization assuming (i) the issuance of 9,657,775 LTC Ordinary Shares for the LTC Options issued and outstanding as of December 31, 2022 (calculated after taking into account the Recapitalization and using the treasury stock method of accounting), and the exercise of all LTC Warrants, under the various redemption scenarios. Unless otherwise specified, the share amounts and percentage ownership numbers have been determined under the assumptions set forth under the section titled “Frequently Used Terms and Basis of Presentation.” If actual facts are different from the assumptions set forth therein, the share amounts and percentage ownership numbers will be different.

	Assuming No Redemption		Assuming 25% Redemption		Assuming 50% Redemption		Assuming 75% Redemption		Assuming Maximum Redemption	
	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%	Ownership in shares	Equity%
Total LTC Ordinary Shares Outstanding at Closing Not Reflecting Potential Sources of Dilution	**603,057,226**	**96.07%**	**595,894,507**	**96.02%**	**588,731,789**	**95.97%**	**581,569,070**	**95.93%**	**574,406,352**	**95.88%**
Potential Sources of Dilution										
Shares underlying LCAA Public Warrants	9,550,291	1.52%	9,550,291	1.54%	9,550,291	1.56%	9,550,291	1.58%	9,550,291	1.59%
Shares underlying LCAA Private Warrants	5,486,784	0.87%	5,486,784	0.88%	5,486,784	0.89%	5,486,784	0.91%	5,486,784	0.92%
Shares underlying Granted LTC Options	9,657,775	1.54%	9,657,775	1.56%	9,657,775	1.57%	9,657,775	1.59%	9,657,775	1.61%
Total LTC Ordinary Shares Outstanding at Closing (including LTC Ordinary Shares underlying LCAA Public Warrants, LCAA Private Warrants and granted LTC Options)	**627,752,076**	**100.00%**	**620,589,357**	**100.00%**	**613,426,639**	**100.00%**	**606,263,920**	**100.00%**	**599,101,202**	**100.00%**
Holders of LTC Ordinary Shares Reflecting Potential Sources of Dilution										
Existing LCAA Shareholders (excluding the Founder Shareholders)[1]	38,201,165	6.09%	31,038,447	5.00%	23,875,728	3.89%	16,713,010	2.76%	9,550,291	1.59%
The Founder Shareholders[2]	12,649,502	2.02%	12,649,502	2.04%	12,649,502	2.06%	12,649,502	2.09%	12,649,502	2.11%
Existing LTC Shareholders[3]	550,000,000	87.61%	550,000,000	88.63%	550,000,000	89.66%	550,000,000	90.72%	550,000,000	91.80%
Jingkai Fund[4]	16,901,409	2.69%	16,901,409	2.72%	16,901,409	2.76%	16,901,409	2.79%	16,901,409	2.82%
Third-Party Investors[5]	10,000,000	1.59%	10,000,000	1.61%	10,000,000	1.63%	10,000,000	1.65%	10,000,000	1.67%
Per Share Pro Forma Equity Value of LTC Ordinary Shares outstanding at Closing[6]	**$ 10.00**		**$ 10.00**		**$ 10.00**		**$ 10.00**		**$ 10.00**	

(1) Includes 9,550,291 LTC Ordinary Shares underlying the LCAA Public Warrants (as converted into LTC Warrants).

(2) Includes 5,486,784 LTC Ordinary Shares underlying the LCAA Private Warrants (as converted into LTC Warrants).

(3) Includes 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting. The LTC Options are granted under the 2022 Share Incentive Plan, pursuant to which the maximum aggregate number of ordinary shares of LTC that may be issued under the 2022 Share Incentive Plan is 51,249,793, calculated after taking into account the Recapitalization.

(4) Representing the aggregate of 16,901,409 LTC Ordinary Shares to be issued to the Jingkai Fund at US$10.00 per share for an aggregate investment amount of RMB 1,200,000,000 (calculated using an exchange rate of 1 U.S. dollar = 7.10 RMB) substantially concurrently with the Closing.

(5) Representing the aggregate of 10,000,000 LTC Ordinary Shares to be issued to third party investors at US$10.00 per share for an aggregate investment amount of US$100,000,000 upon the Closing.

(6) In each redemption scenario, the per share pro forma equity of LTC Ordinary Shares will be US$10.00 at the Closing in accordance with the terms of the Merger Agreement.

This information should be read together with the pro forma combined financial information in the section entitled “Unaudited Pro Forma Condensed Combined Financial Information.”

Appraisal Rights

The Cayman Islands Companies Act prescribes when shareholder appraisal rights will be available and sets the limitations on such rights. Where such rights are available, shareholders are entitled to receive fair value for their shares. However, regardless of whether such rights are or are not available, shareholders are still entitled to exercise the rights of redemption as set out herein, and LCAA Board has determined that the redemption proceeds payable to shareholders who exercise such redemption rights represents the fair value of those shares.

Holders of LCAA Shares have appraisal rights in connection with the Business Combination under the Cayman Islands Companies Act. LCAA Public Shareholders are entitled to give notice to LCAA prior to the meeting that they wish to dissent to the Business Combination and to receive payment of fair market value for his, her or its LCAA Shares if they follow the procedures set out in the Cayman Islands Companies Act.

In essence, that procedure is as follows: (i) the shareholder must give his written objection to the merger or consolidation to the constituent company before the vote on the merger or consolidation, including a statement that the shareholder proposes to demand payment for his shares if the merger or consolidation is authorized by the vote; (ii) within 20 days following the date on which the merger or consolidation is approved by the shareholders, the constituent company must give written notice to each shareholder who made a written objection; (iii) a shareholder must within 20 days following receipt of such notice from the constituent company, give the constituent company a written notice of his intention to dissent, including, among other details, a demand for payment of the fair value of his shares; (iv) within seven days following the date of the expiration of the period set out in (ii) above or seven days following the date on which the plan of merger or consolidation is filed, whichever is later, the constituent company, the surviving company or the consolidated company must make a written offer to each dissenting shareholder to purchase his, her or its shares at a price that the company determines is the fair value and if the company and the shareholder agree the price within 30 days following the date on which the offer was made, the company must pay the shareholder such amount; and (v) if the company and the shareholder fail to agree on a price within such 30-day period, within 20 days following the date on which such 30-day period expires, the company (and any dissenting shareholder) must file a petition with the Cayman Islands courts to determine the fair value and such petition must be accompanied by a list of the names and addresses of the dissenting shareholders with whom agreements as to the fair value of their shares have not been reached by the company. At the hearing of that petition, the court has the power to determine the fair value of the shares together with a fair rate of interest, if any, to be paid by the company upon the amount determined to be the fair value. Any dissenting shareholder whose name appears on the list filed by the company may participate fully in all proceedings until the determination of fair value is reached.

LCAA Public Shareholders who elect to exercise appraisal rights will lose their right to exercise their redemption rights as described herein.

Proxy Solicitation Costs

LCAA is soliciting proxies on behalf of its board of directors. This solicitation is being made by mail but also may be made by telephone. LCAA and its directors, officers and employees may also solicit proxies online. LCAA will bear the cost of the solicitation.

LCAA has hired Morrow Sodali LLC to assist in the proxy solicitation process. LCAA will pay to Morrow Sodali LLC a fee of US$32,500, plus disbursements.

LCAA will ask banks, brokers and other institutions, nominees and fiduciaries to forward the proxy materials to their principals and to obtain their authority to execute proxies and voting instructions. LCAA will reimburse them for their reasonable expenses.

Other Matters

As of the date of this proxy statement/prospectus, LCAA Board does not know of any business to be presented at the extraordinary general meeting other than as set forth in the notice accompanying this proxy statement/prospectus. If any other matters should properly come before the extraordinary general meeting, it is intended that the shares represented by proxies will be voted with respect to such matters in accordance with the judgment of the persons voting the proxies.

Purchases of LCAA Shares

At any time prior to the extraordinary general meeting, during a period when they are not then aware of any material nonpublic information regarding LCAA or its securities, the Sponsor, LCAA's officers and directors, LTC, LTC shareholders and/or their respective affiliates may purchase shares from institutional and other investors who vote, or indicate an intention to vote, against the Business Combination Proposal, or execute agreements to purchase shares from such investors in the future, or they may enter into transactions with such investors and others to provide them with incentives to acquire LCAA Shares or vote their shares in favor of the Business Combination Proposal. The purpose of such share purchases and other transactions would be to increase the likelihood of satisfaction of the requirements to consummate the Business Combination where it appears that such requirements would otherwise not be met. While the exact nature of

any such incentives has not been determined as of the date of this proxy statement/prospectus, they might include, without limitation, arrangements to protect such investors or holders against potential loss in the value of their shares, including the granting of put options and, with LTC's consent, the transfer to such investors or holders of shares owned by the Sponsor for nominal value.

Entering into any such arrangements may have a depressive effect on LCAA Shares. For example, as a result of these arrangements, an investor or holder may have the ability to effectively purchase shares at a price lower than market and may therefore be more likely to sell the shares it owns, either prior to or immediately after the extraordinary general meeting.

If such transactions are effected, the consequence could be to cause the Business Combination to be approved in circumstances where such approval could not otherwise be obtained. Purchases of shares by the persons described above would allow them to exert more influence over the approval of the Business Combination Proposal and other proposals and would likely increase the chances that such proposals would be approved. No agreements dealing with the above arrangements or purchases have been entered into as of the date of this proxy statement/prospectus by the Sponsor, LCAA officers and directors, LTC, LTC shareholders or any of their respective affiliates. LCAA will file a Current Report on Form 8-K to disclose arrangements entered into or significant purchases made by any of the aforementioned persons that would affect the vote on the Business Combination Proposal or the satisfaction of any closing conditions. Any such report will include descriptions of any arrangements entered into or significant purchases by any of the aforementioned persons.

THE MERGER AGREEMENT

This section of the proxy statement/prospectus describes the material provisions of the Merger Agreement, but does not purport to describe all of the terms of the Merger Agreement. The following summary is qualified in its entirety by reference to the complete text of the Merger Agreement, which is attached as Annex A hereto. You are urged to read carefully the Merger Agreement in its entirety because it is the primary legal document that governs the Business Combination. The legal rights and obligations of the parties to the Merger Agreement are governed by the specific language of the Merger Agreement, and not this summary.

The Merger Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of the Merger Agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the parties to the Merger Agreement and are subject to important qualifications and limitations agreed to by such parties in connection with negotiating the Merger Agreement. The representations, warranties and covenants in the Merger Agreement are also modified in important part by the disclosure letters referred to therein which are not filed publicly and are subject to a contractual standard of materiality different from that generally applicable to shareholders and were used for the purpose of allocating risk among the parties to the Merger Agreement rather than for the purpose of establishing matters as facts. LCAA and LTC do not believe that the disclosure letters contain information that is material to an investment decision. Moreover, certain representations and warranties in the Merger Agreement may not have been or may not be, as applicable, accurate as of any specific date and do not purport to be accurate as of the date of this proxy statement/prospectus. Accordingly, no person should rely on the representations and warranties in the Merger Agreement or the summaries thereof in this proxy statement/prospectus as characterizations of the actual state of facts about LCAA or LTC or any other matter. Capitalized terms in this section not otherwise defined in this proxy statement/prospectus shall have the meanings ascribed to them in the Merger Agreement.

Overview of the Transactions Contemplated by the Merger Agreement

On January 31, 2023, LCAA, LTC, Merger Sub 1 and Merger Sub 2 entered into the Merger Agreement. Pursuant to the Merger Agreement, the parties to the Merger Agreement have agreed that (i) Merger Sub 1 will merge with and into LCAA, with LCAA being the surviving company and becoming a wholly-owned subsidiary of LTC and the shareholders of LCAA becoming shareholders of LTC, and (ii) immediately following the consummation of the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2, with Merger Sub 2 being the surviving company and remaining a wholly-owned subsidiary of LTC. We refer to the Mergers along with the other transactions contemplated by the Merger Agreement as the "Transactions."

Closing of the Business Combination

The Closing will take place on the date that is three business days after the first date on which all conditions set forth in the Merger Agreement that are required thereunder to be satisfied on or prior to the Closing have been satisfied or waived (other than the conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other time or in such other manner as shall be agreed upon by LTC and LCAA in writing. See "— Conditions to Closing" for a more detailed description of the conditions that must be satisfied prior to Closing.

Effects of Mergers on Securities of LTC, LCAA, Merger Sub 1 and Merger Sub 2

Pre-Closing Transactions of LTC

On the Closing Date and immediately prior to the First Effective Time, the following actions shall take place or be effected (in the order set forth below):

(a) *Preferred Share Conversion*. Each preferred share of LTC that is issued and outstanding immediately prior to such time shall be converted into one ordinary share on a one-for-one basis, by re-designation and re-classification, in accordance with the LTC Articles (the "Preferred Share Conversion");

(b) *Organizational Documents of LTC* . The Amended LTC Articles shall be adopted and become effective.

(c) *Re-designation*. Immediately following the Preferred Share Conversion and immediately prior to the Recapitalization, 500,000,000 authorized but unissued ordinary shares of LTC shall be re-designated as shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the Amended LTC Articles (the "Re-designation"), such that the authorized share capital of LTC shall be US$50,000 divided into 5,000,000,000 shares of par value of US$0.00001 each, consisting of 4,500,000,000 ordinary shares of a par value of US$0.00001 each, and 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the Amended LTC Articles.

(d) *Recapitalization.* Immediately following the Re-designation and prior to the First Effective Time, (i) each issued LTC Ordinary Share shall be recapitalized by way of a repurchase in exchange for the issuance of such number of LTC Ordinary Shares equal to the Recapitalization Factor (i.e., one such LTC Ordinary Share multiplied by the Recapitalization Factor) (the "Recapitalization"); provided that no fraction of an LTC Ordinary Share will be issued by virtue of the Recapitalization, and each shareholder that would otherwise be so entitled to a fraction of an LTC Ordinary Share (after aggregating all fractional LTC Ordinary Shares that otherwise would be received by such shareholder) shall instead be entitled to receive such number of LTC Ordinary Shares to which such shareholder would otherwise be entitled, rounded down to the nearest whole number, (ii) any LTC Options issued and outstanding immediately prior to the Recapitalization shall be adjusted to give effect to the foregoing transactions, such that (a) each LTC Option shall be exercisable for that number of LTC Ordinary Shares equal to the product of (x) the number of ordinary shares of LTC subject to such LTC Option immediately prior to the Recapitalization *multiplied by* (y) the Recapitalization Factor, such number of LTC Ordinary Shares to be rounded down to the nearest whole number; and (b) the per share exercise price for each LTC Ordinary Share, as the case may be, issuable upon exercise of the LTC Options, as adjusted, shall be equal to the quotient (rounded up to the nearest whole cent) obtained by *dividing* (x) the per share exercise price for each ordinary share of LTC subject to such LTC Option immediately prior to the First Effective Time *by* (y) the Recapitalization Factor (together with the adoption of the Amended LTC Articles, Preferred Share Conversion, the Re-designation and the Recapitalization, the "Capital Restructuring"). The Recapitalization Factor shall be adjusted to reflect appropriately the effect of any share subdivision, capitalization, share dividend or share distribution (including any dividend or distribution of securities convertible into shares of LTC), reorganization, recapitalization, reclassification, consolidation, exchange of shares or other like change (in each case, other than the Capital Restructuring) with respect to shares of LTC occurring on or after the date of the Merger Agreement and prior to the Closing Date.

Effect of Mergers on Securities of LCAA

Pursuant to the Merger Agreement, at the Closing, the following will occur:

(a) Immediately prior to the First Effective Time, each LCAA Class B Ordinary Shares will be automatically converted into one LCAA Class A Ordinary Sharesin accordance with the terms of the LCAA Articles (such automatic conversion, the "LCAA Class B Conversion"), and each LCAA Class B Ordinary Shares shall no longer be issued and outstanding and shall be cancelled, and each former holder of LCAA Class B Ordinary Shares shall thereafter cease to have any rights with respect to such shares;

(b) At the First Effective Time, each Unit outstanding immediately prior to the First Effective Time shall be automatically detached and the holder thereof shall be deemed to hold one LCAA Class A Ordinary Share and one-third of an LCAA Warrant in accordance with the terms of the applicable Unit (the "Unit Separation"); provided that no fractional LCAA Warrant will be issued in connection with the Unit Separation such that if a holder of Units would be entitled to receive a

fractional LCAA Warrant upon the Unit Separation, the number of LCAA Warrants to be issued to such holder upon the Unit Separation shall be rounded down to the nearest whole number of LCAA Warrants.

(c) Immediately following the Unit Separation, each LCAA Class A Ordinary Share (which, for the avoidance of doubt, includes the LCAA Class A Ordinary Shares (A) issued in connection with the LCAA Class B Conversion and (B) held as a result of the Unit Separation) issued and outstanding immediately prior to the First Effective Time (other than any LCAA Shares that are owned by LCAA as treasury shares or any LCAA Shares owned by any direct or indirect subsidiary of LCAA immediately prior to the First Effective Time, Redeeming LCAA Shares and Dissenting LCAA Shares) shall automatically be cancelled and cease to exist in exchange for the right to receive one newly issued, fully paid and non-assessable LTC Ordinary Share. As of the First Effective Time, each LCAA shareholder shall cease to have any other rights in and to such LCAA Shares, except as expressly provided in the Merger Agreement.

(d) Each LCAA Warrant (which, for the avoidance of doubt, includes the LCAA Warrants held as a result of the Unit Separation) outstanding immediately prior to the First Effective Time shall cease to be a warrant with respect to LCAA Public Shares and be assumed by LTC and converted into an LTC Warrant to purchase one LTC Ordinary Share. Each LTC Warrant shall continue to have and be subject to substantially the same terms and conditions as were applicable to such LCAA Warrant immediately prior to the First Effective Time (including any repurchase rights and cashless exercise provisions) in accordance with the provisions of the Assignment, Assumption and Amendment Agreement.

The sum of all LTC Ordinary Shares receivable by LCAA shareholders is referred to as the “Merger Consideration.”

Effect of Mergers on Securities of Merger Sub 1

At the First Effective Time, each ordinary share, par value $0.00001 per share, of Merger Sub 1, issued and outstanding immediately prior to the First Effective Time shall remain issued and outstanding and continue existing and constitute the only issued and outstanding share capital of Surviving Entity 1 and shall not be affected by the First Merger.

Effect of Mergers on Securities of Merger Sub 2

At the Second Effective Time, (i) each ordinary share of Surviving Entity 1 that is issued and outstanding immediately prior to the Second Effective Time will be automatically cancelled and cease to exist without any payment therefor, and (ii) each ordinary share, par value $0.00001 per share, of Merger Sub 2 issued and outstanding immediately prior to the Second Effective Time shall remain issued and outstanding and continue existing and constitute the only issued and outstanding share capital of Surviving Entity 2 and shall not be affected by the Second Merger.

LCAA Dissenting Shares

If any LCAA shareholder gives to LCAA, before the vote of LCAA shareholders required to approve the Transaction Proposals, as determined in accordance with applicable law and the LCAA Articles (the “LCAA Shareholders’ Approval”) is obtained at the meeting of the LCAA shareholders, written objection to the First Merger (each, a “Written Objection”) in accordance with Section 238(2) of the Cayman Islands Companies Act, (i) LCAA shall, in accordance with Section 238(4) of the Cayman Islands Companies Act, promptly give written notice of the authorization of the First Merger (the “Authorization Notice”) to each such LCAA shareholder who has made a Written Objection, and (ii) unless LCAA and LTC elect by agreement in writing to waive the Authorization Notice, no party shall be obligated to commence the Closing, and the First Plan of Merger shall not be filed with the Registrar of Companies of the Cayman Islands until at least twenty days shall have elapsed since the date on which the Authorization Notice is given (being the period allowed for written notice of an election to dissent under Section 238(5) of the Cayman Islands Companies Act, as referred to in Section 239(1) of the Cayman Islands Companies Act), but in any event subject to the satisfaction or waiver of all of the applicable conditions set forth in the Merger Agreement.

Subject to the paragraph above, to the extent available under the Cayman Islands Companies Act, the Dissenting LCAA Shares shall not be converted into, and such Dissenting LCAA Shareholders shall have no right to receive, the applicable Merger Consideration unless and until such Dissenting LCAA Shareholder fails to perfect or withdraws or otherwise loses his, her or its right to dissenters' rights under the Cayman Islands Companies Act. The LCAA Shares owned by any LCAA shareholder who fails to perfect or who effectively withdraws or otherwise loses his, her or its dissenters' rights pursuant to the Cayman Islands Companies Act shall cease to be Dissenting LCAA Shares and shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the First Effective Time, the right to receive the applicable Merger Consideration, without any interest thereon.

Prior to the Closing, LCAA shall give LTC (i) prompt written notice of any demands for dissenters' rights received by LCAA from LCAA shareholders and any withdrawals of such demands and (ii) the opportunity to direct all negotiations and proceedings with respect to any such notice or demand for dissenters' rights under the Cayman Islands Companies Act. LCAA shall not, except with the prior written consent of LTC, make any offers or payment or otherwise agree or commit to any payment or other consideration with respect to any exercise by an LCAA shareholder of its rights to dissent from the First Merger or any demands for appraisal or offer or agree or commit to settle or settle any such demands or approve any withdrawal of any such dissenter rights or demands.

Representations and Warranties

The Merger Agreement contains representations and warranties of LTC, its subsidiaries, including Merger Sub 1 and Merger Sub 2, and LCAA, relating to, among other things, their ability to enter into the Merger Agreement and their outstanding capitalization. In the Merger Agreement, LTC also made certain other customary representations and warranties to LCAA, including among others, representations and warranties related to the following: compliance with laws; tax matters; financial statements; absence of changes; actions; undisclosed liabilities; material contracts and commitments; title and properties; intellectual property rights and data protection; labor and employee matters; environmental matters; insurance; related parties; and products.

The representations and warranties are, in certain cases, subject to specified exceptions and materiality, "Company Material Adverse Effect" and "SPAC Material Adverse Effect" (see "— Material Adverse Effect" below), knowledge and other qualifications contained in the Merger Agreement and may be further modified and limited by the disclosure letters to the Merger Agreement.

Material Adverse Effect

With respect to LTC, "Company Material Adverse Effect" as used in the Merger Agreement means any Event that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the business, assets and liabilities, results of operations or financial condition of LTC and its subsidiaries, taken as a whole or (ii) the ability of LTC, any of its subsidiaries or either Merger Sub 1 or Merger Sub 2 to consummate the Transactions; provided, however, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Company Material Adverse Effect": (a) any change in applicable laws or U.S. GAAP or any interpretation thereof following the date of this Agreement, (b) any change in interest rates or economic, political, business or financial market conditions generally, (c) the taking or refraining from taking of any action expressly required to be taken or refrained from being taken under the Merger Agreement, (d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), epidemic or pandemic (including any COVID-19 measures or any change in such COVID-19 measures or interpretations following the date of the Merger Agreement), acts of nature or change in climate, (e) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, riots or insurrections, (f) any failure in and of itself of LTC and any of its subsidiaries to meet any projections or forecasts, provided, however, that the exception in (f) shall not prevent or otherwise affect a determination that any event underlying such failure has resulted in or contributed to a Company Material Adverse Effect except to the extent such event is within the scope of any other exception within this definition, (g) any events generally applicable to the industries or markets in which LTC or any of its subsidiaries operate, (h) any action taken by LCAA, or taken at the written request of LCAA, or (i) the

announcement of the Merger Agreement or the consummation of the Transactions; provided, however, that in the case of each of (b), (d), (e) and (g), any such event to the extent it disproportionately affects LTC or any of its subsidiaries relative to other similarly situated participants in the industries and geographies in which such persons operate shall not be excluded from the determination of whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect, but only to the extent of the incremental disproportionate effect on LTC and its subsidiaries, taken as a whole, relative to such similarly situated participants.

With respect to LCAA, "SPAC Material Adverse Effect" as used in the Merger Agreement means any event that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the business, assets and liabilities, results of operations or financial condition of LCAA or (ii) the ability of LCAA to consummate the Transactions; provided, however, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, an "SPAC Material Adverse Effect": (a) any change in applicable laws or U.S. GAAP or any interpretation thereof following the date of the Merger Agreement, (b) any change in interest rates or economic, political, business or financial market conditions generally, (c) the taking or refraining from taking of any action expressly required to be taken or refrained from being taken under the Merger Agreement, (d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), epidemic or pandemic (including any COVID-19 measures or any change in such COVID-19 measures or interpretations following the date of the Merger Agreement), acts of nature or change in climate, (e) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, riots or insurrections, (f) any action taken by LTC, or taken at the written request of LTC, (g) the announcement of the Merger Agreement or the consummation of the Transactions, or (h) any change in the trading price or volume of the Units, LCAA Public Shares or LCAA Warrants (provided that any underlying event of such changes referred to in (h) may be considered in determining whether there is a SPAC Material Adverse Effect except to the extent such event is within the scope of any other exception within this definition); provided, however, that in the case of each of (b), (d) and (e), any such event to the extent it disproportionately affects LCAA relative to other special purpose acquisition companies shall not be excluded from the determination of whether there has been, or would reasonably be expected to be, a SPAC Material Adverse Effect, but only to the extent of the incremental disproportionate effect on LCAA relative to such other special purpose acquisition companies. Notwithstanding the foregoing, with respect to LCAA, the number of LCAA shareholders who exercise their redemption right or the failure to obtain the LCAA Shareholders' Approval shall not be deemed to be a SPAC Material Adverse Effect.

Covenants of the Parties

Covenants of LTC

LTC made certain covenants under the Merger Agreement (subject to the terms and conditions set forth therein), including, among others, the following:

(a) From the signing date of the Merger Agreement through the earlier of the Closing or valid termination of the Merger Agreement (the "Interim Period"), subject to certain exceptions, LTC (i) shall use commercially reasonable efforts to operate the business of Lotus Tech in all material respects in the ordinary course, (ii) shall use commercially reasonable efforts to preserve Lotus Tech's business and operational relationships in all material respects with the suppliers, customers and others having business relationships with Lotus Tech that are material to Lotus Tech taken as a whole, in each case where commercially reasonable to do so, and (iii) shall not, and shall cause its subsidiaries not to:

- (i) amend its memorandum and articles of association or other organizational documents (whether by merger, consolidation, amalgamation or otherwise), except in the case of any of the LTC's subsidiaries only, for any such amendment which is not material to the business of LTC and its subsidiaries, taken as a whole; or (ii) liquidate, dissolve, reorganize or otherwise wind up its business and operations, or propose or adopt a plan of complete or partial liquidation or

dissolution, consolidation, restructuring, recapitalization, reclassification or similar change in capitalization or other reorganization (other than liquidation or dissolution of any dormant subsidiary);

- incur, assume, guarantee or repurchase or otherwise become liable for any indebtedness for borrowed money, or issue or sell any debt securities or options, warrants or other rights to acquire debt securities, in any such case in a principal amount exceeding $1,000,000, with certain exceptions;
- transfer, issue, sell, grant, pledge or otherwise dispose of (i) any of the equity securities of LTC or its subsidiaries to a third party, or (ii) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitment obligations of LTC or any of its subsidiaries to purchase or obtain any equity securities of LTC or any of its subsidiaries to a third party, other than (A) the grant of awards in accordance with the terms of the 2022 Share Incentive Plan, (B) the issuance of LTC shares upon the exercise of LTC Options in accordance with the terms of the 2022 Share Incentive Plan, (C) the issuance of equity securities of LTC or its subsidiaries in connection with any investments to be made by certain governmental authorities pursuant to certain agreements, or (D) the issuance of equity securities by a subsidiary of LTC (x) to LTC or a wholly-owned subsidiary of LTC or (y) on a pro rata basis to all shareholders of such subsidiary.
- sell, lease, sublease, exclusively license, transfer, abandon, allow to lapse or dispose of any material property or assets (other than intellectual property), in any single transaction or series of related transactions, except for (i) transactions pursuant to contracts entered into in the ordinary course, or (ii) (other than transactions involving the exclusive license of any material property or assets) transactions that do not exceed $2,000,000 individually and $5,000,000 in the aggregate or (iii) dispositions of obsolete, surplus or worn out assets that are no longer useful in the conduct of the business of LTC or its subsidiaries in the ordinary course;
- sell, assign, transfer, license, sublicense, grant other rights (including covenant not to sue) under, abandon, permit to lapse, or otherwise dispose of, or subject to any encumbrance, any material intellectual property or business data of LTC (other than non-exclusive licenses granted by LTC or its subsidiaries in the ordinary course);
- disclose any material trade secrets or personal data to any person (other than in the ordinary course in circumstances in which it has imposed reasonable and customary confidentiality restrictions);
- make any acquisition of, or investment in, a business, by purchase of stock, securities or assets, merger or consolidation, or contributions to capital, or loans or advances, in any such case with a value or purchase price in excess of $35,000,000 individually and $70,000,000 in the aggregate;
- settle charge, claim, action, complaint, petition, prosecution, investigation, appeal, suit, litigation, arbitration or other similar proceeding by any government authority, or any other third-party material to the business of Lotus Tech taken as a whole, in excess of $1,000,000 individually and $5,000,000 in the aggregate;
- (i) subdivide, split, consolidate, combine or reclassify its equity securities, except for any such transaction by a wholly-owned subsidiary of LTC that remains a wholly-owned subsidiary of LTC after consummation of such transaction, (ii) redeem, repurchase, cancel or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any of its equity securities, except for the redemption of equity securities issued under the 2022 Share Incentive Plan or as disclosed in LTC's disclosure letter, (iii) declare, set aside, make or pay any dividend or other distribution, payable in cash, shares, property or otherwise, with respect to any of its share capital other than dividends or distributions by any subsidiary of LTC on a pro rata basis to its shareholders, or (iv) amend any term or alter any rights of any of its outstanding equity securities;
- authorize, make or incur any capital expenditures or obligations or liabilities in connection therewith, except in the ordinary course or other than any capital expenditures or obligations or liabilities in an amount not to exceed $10,000,000 in the aggregate;

- enter into any material contract, or amend any such material contract in any material respect, or extend, transfer, terminate or waive any right or entitlement of material value under any material contract, in each case in a manner that is adverse to Lotus Tech, taken as a whole, except in the ordinary course; provided, however, that to the extent that the Merger Agreement would permit the entry into of a material contract in a higher dollar threshold than in the definition of "material contract" in the Merger Agreement, then the entry into of such material contract in such higher dollar threshold shall not be prevented;
- except as required under the terms of any employee benefit plan as in effect on the date of the Merger Agreement or as otherwise required by law, (w) increase the compensation or benefits payable or provided, or to become payable or provided to, any employees, directors, officers or other individual service providers of LTC or any subsidiary, whose total annual compensation opportunity exceeds $1,000,000, except for immaterial increases in base salary (and any corresponding annual target bonus that is determined based on the employee's base salary rate) in the ordinary course, (x) grant or announce any cash or equity or equity-based incentive awards, bonuses, transaction, retention, severance or other additional compensation or benefits to any employees, directors, officers, or consultants of the LTC or any subsidiary, except for any annual bonus granted in the ordinary course or the grant of awards in accordance with the terms of the 2022 Share Incentive Plan, (y) accelerate the time of payment, vesting or funding of any compensation or increase in the benefits or compensation provided under any employee benefit plan or otherwise due to any current or former employees, directors, officers or other individual service providers of the LTC or any subsidiary, or (z) hire, engage, terminate (other than for "cause"), furlough or temporary layoff any employee of LTC or any subsidiary whose annual base compensation exceeds $1,000,000;
- except as required under the terms of any employee benefit plan as in effect on the date of the Merger Agreement or as otherwise required by law, materially amend, materially modify, or terminate any employee benefit plan or, adopt, enter into or establish a new employee benefit plan (or any plan, policy program, agreement or other arrangement that would be an employee benefit plan if in effect as of the date of the Merger Agreement);
- waive or release any noncompetition or non-solicitation obligation of any current or former employees, directors, officers or other individual service providers of LTC or any subsidiary;
- voluntarily terminate (other than expiration in accordance with its terms), suspend, abrogate, amend or modify any material permit except in the ordinary course or as would not be material to the business of Lotus Tech taken as a whole;
- make any material change in its accounting principles or methods unless required by U.S. GAAP or applicable laws;
- except in the ordinary course, (i) make, change or revoke any material tax election; (ii) change or revoke any material accounting method with respect to taxes; or (iii) enter into any material closing agreement or other binding written agreement with any governmental authority with respect to any material tax;
- except as contemplated by the Merger Agreement, the Transaction Documents, or the Transactions, take any action (or knowingly fail to take any action) where such action or inaction would reasonably be expected to prevent, impair or impede the intended tax treatment; or
- enter into any agreement or otherwise make a commitment to do any of the foregoing (except to the extent that such an agreement or commitment would be permitted by a subsection of the foregoing).

(b) LTC will use its commercially reasonable efforts to cause, (i) LTC's initial listing application with NYSE or Nasdaq in connection with the Transactions to be approved, (ii) immediately following the Closing, LTC to satisfy any applicable initial and continuing listing requirements of NYSE or Nasdaq, and (iii) LTC Ordinary Shares and LTC Warrants to be issued in connection with the Transactions to be approved for listing on NYSE or Nasdaq, subject to official notice of issuance.

(c) During the Interim Period, LTC shall not and shall cause its controlled affiliates and its and their respective representatives not to, directly or indirectly: (a) solicit, initiate, submit, facilitate (including by means of furnishing or disclosing information), discuss or negotiate, directly or indirectly, any inquiry, proposal or offer (written or oral) with any third-party (including any publicly traded special purpose acquisition company other than LCAA) with respect to a Company Acquisition Proposal; (b) furnish or disclose any non-public information to any third-party (including to any publicly traded special purpose acquisition company other than LCAA) in connection with or that would reasonably be expected to lead to a Company Acquisition Proposal; (c) enter into any agreement, arrangement or understanding with any third party (including any publicly traded special purpose acquisition company other than LCAA) regarding a Company Acquisition Proposal; (d) prepare or take any steps in connection with any public offering of any equity securities of LTC, any of its subsidiaries, or a newly-formed holding company of LTC or such subsidiaries or (e) otherwise cooperate in any way with, or assist or participate in, or knowingly facilitate or encourage any effort or attempt by any person to do or seek to do any of the foregoing.

(d) From and after the Closing, Lotus Tech and Surviving Entity 2 shall jointly and severally indemnify and hold harmless each present and former directors and officers of LCAA as provided in LCAA's organizational documents, which indemnification will survive the Closing and will continue in full force and effect for a period of not less than six years from the Closing.

(e) For a period of six years from the Closing, LTC shall, at its cost and expense, maintain in effect directors' and officers' liability insurances covering those persons who are currently covered by directors' and officers' liability insurance policies of LCAA (including, in any event, each present and former director and officer, as the case may be, of LCAA) on terms not less favorable than the terms of such current insurance coverage.

(f) Subject to the terms and conditions of the Amended LTC Articles, LTC shall take all such action within its power as may be necessary or appropriate such that immediately following the Closing, the board of directors of LTC (i) shall include one director designated by LCAA pursuant to a written notice to be delivered to LTC sufficiently in advance of the date on which the Proxy/Registration Statement is declared effective under the Securities Act, subject to such person being reasonably acceptable to LTC and passing customary background checks and (ii) shall have reconstituted its applicable committees to consist of the directors designated by LTC prior to the Closing Date; provided, however, that any such directors designated by LTC in accordance with (ii) as members of the audit committee shall qualify as "independent" under the listing rules of NYSE or Nasdaq, as applicable.

(g) Prior to the Closing, LTC (i) agrees to use its reasonable best efforts to procure the parties to the Distribution Agreement to take such actions as may be necessary for the performance of such parties' respective obligations thereunder, and (ii) shall procure that the parties to the Distribution Agreement and each of the Put Option Agreements not to amend or modify, or waive (in whole or in part) of any provision or remedy under, or make any replacements of, the Distribution Agreement or the Put Option Agreements, in each case, without the prior written consent of LCAA (such consent not to be unreasonably withheld, conditioned or delayed).

(h) During the Interim Period, LTC shall, and shall cause its subsidiaries to, use their respective commercially reasonable efforts to undertake certain additional pre-closing actions.

(i) Prior to the Closing, LTC shall (i) deliver, or cause to be delivered to LCAA lock-up agreements executed by certain shareholders of LTC, and (ii) use its commercially reasonable efforts to deliver, or cause to be delivered, to LCAA lock-up agreements executed by other LTC shareholders who are not parties to the LTC Shareholder Support Agreement, each of which shall be effective as of the Closing. LTC shall not, without the prior written consent of LCAA, permit any amendment or modification to, or any waiver (in whole or in part) of any provision under, any of the lock-up agreements (or in the case of any amendment or modification, the form of the lock-up agreement).

(j) LTC shall (i) require, as a condition to any person receiving any equity securities of LTC in connection with the Pre-Closing Financing (as defined below), that such person enter into a lock-up

agreement, prior to such person receiving any equity security from LTC, and (ii) procure some or all of the Pre-Closing Financing Investors to enter into a shareholder support agreement, substantially in the form of the LTC Shareholder Support Agreement, in the event that the LTC Shareholders who are parties to the LTC Shareholder Support Agreement collectively hold less than two-thirds (2/3) of the issued and outstanding LTC Shares after taking account of the Pre-Closing Financing.

Covenants of LCAA

LCAA made certain covenants under the Merger Agreement (subject to the terms and conditions set forth therein), including, among others, the following:

(a) During the Interim Period, subject to certain exceptions, LCAA shall operate its business in the ordinary course and shall not:

- (i) seek any approval from LCAA shareholders to change, modify or amend the Investment Management Trust Agreement, dated as of March 10, 2021, between LCAA and Continental Stock Transfer & Trust Company, as trustee or the LCAA Articles, except as contemplated by the Merger Agreement or (ii) change, modify or amend the Investment Management Trust Agreement or its organizational documents, except as expressly contemplated by the Merger Agreement;
- (i) subdivide, consolidate, reclassify or amend any terms of its equity securities, (ii) redeem, repurchase, cancel or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any of its equity securities, other than a redemption of LCAA Class A Ordinary Shares in connection with the exercise of any LCAA Shareholder Redemption Right by any LCAA shareholder or upon conversion of LCAA Class B Ordinary Shares in accordance with the LCAA Articles, or (iii) declare, set aside, make or pay any dividend or other distribution, payable in cash, shares, property or otherwise, with respect to any of its share capital
- merge, consolidate or amalgamate with or into, or acquire (by purchasing a substantial portion of the assets of or equity in, or by any other manner) or make any advance or loan to or investment in any other person or be acquired by any other person;
- except in the ordinary course, (i) make, change or revoke any material tax election; (ii) change or revoke any material accounting method with respect to taxes; or (iii) enter into any material closing agreement or other binding written agreement with any governmental authority with respect to any material tax;
- except as contemplated by the Merger Agreement, the Transaction Documents, or the Transactions, take any action (or knowingly fail to take any action) where such action or inaction would reasonably be expected to prevent, impair or impede the intended tax treatment;
- (i) enter into, renew or amend in any material respect, any transaction or material contract of LCAA, except for material contracts entered into in the ordinary course; provided, however, that notwithstanding anything to the contrary contained in the Merger Agreement, even if done in the ordinary course, LCAA shall not enter into, renew or amend in any respect, any transaction or contract involving any related party of LCAA, except as expressly provided in the Transaction Documents (other than certain working capital loans that LCAA may obtain in the ordinary course);
- incur, assume, guarantee or repurchase or otherwise become liable for any indebtedness, or issue or sell any debt securities or options, warrants or other rights to acquire debt securities, in any such case in a principal amount, as applicable, exceeding $500,000 in the aggregate, with certain exceptions;
- make any change in accounting principles or methods unless required by U.S. GAAP or applicable laws;
- (i) issue any equity securities, other than (A) the issuance of LCAA Class A Ordinary Shares upon conversion of LCAA Class B Ordinary Shares in accordance with the LCAA Articles, or (B) the issuance of LCAA Warrants pursuant to any working capital loans, or (ii) grant any options, warrants or other equity-based awards;

- settle or agree to settle any charge, claim, action, complaint, petition, prosecution, investigation, appeal, suit, litigation, arbitration or other similar proceeding before any government authority or any other third party or that imposes injunctive or other non-monetary relief on LCAA;
- form any subsidiary;
- liquidate, dissolve, reorganize or otherwise wind-up the business and operations of LCAA or propose or adopt a plan of complete or partial liquidation or dissolution, consolidation, restructuring, recapitalization, reclassification or similar change in capitalization or other reorganization of LCAA; or
- enter into any agreement or otherwise make any commitment to do any action prohibited under any of the foregoing.

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

(c) From the date of the Merger Agreement through the Closing, LCAA shall use reasonable best efforts to ensure LCAA remains listed as a public company on Nasdaq.

(d) From the date of the Merger Agreement through the Closing, LCAA will accurately and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable laws.

(e) Prior to the Closing Date, LCAA shall take all such steps (to the extent permitted under applicable law) as are reasonably necessary to cause any acquisition or disposition of LCAA Class A Ordinary Shares or any derivative thereof that occurs or is deemed to occur by reason of or pursuant to the Transactions by each person who is or will be or may become subject to Section 16 of the Exchange Act with respect to LTC, including by virtue of being deemed a director by deputization, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

(f) Prior to February 15, 2023, LCAA shall (a) use its reasonable best efforts to cause LCAA Board as promptly as practicable following the date of the Merger Agreement to approve such amendment to the LCAA Articles to provide that (x) the date by which LCAA must consummate a business combination in accordance with the LCAA Articles is extended from March 15, 2023 to June 15, 2023 (such date by which LCAA must consummate a business combination in accordance with the LCAA Articles, as amended, and as may be extended in accordance with the Merger Agreement, the “Business Combination Deadline”), and (y) LCAA Board may, in its discretion and without any action on the part of the LCAA shareholders, if requested by the Sponsor, extend the Business Combination Deadline on a monthly basis for up to nine (9) times by an additional one (1) month each time after the extension described (x), upon five (5) days prior written notice from the Sponsor prior to the applicable Business Combination Deadline, until March 15, 2024, unless the Transactions shall have been consummated (such proposal, the “Extension Proposal”) and resolve to recommend that the LCAA shareholders approve such Extension Proposal by special resolution (the “Extension Recommendation”), and not change or modify or propose to change or modify the Extension Recommendation, and (b) prepare and file with the SEC a proxy statement (such proxy statement, together with any amendments or supplements thereto, the “Extension Proxy Statement”) for the purpose of soliciting proxies from LCAA shareholders for the Extension Proposal, which shall include, among other things, (x) a description and introduction of LTC, (y) a statement that the Merger Agreement and other Transaction Documents have been entered into, and (z) additional economic incentives for LCAA shareholders that approve the Extension Proposal. LCAA shall (a) comply in all material respects with all applicable laws, any applicable rules and regulations of

Nasdaq, the LCAA Articles and the Merger Agreement in connection with the preparation, filing and distribution of the Extension Proxy Statement, any solicitation of proxies thereunder, the holding of an extraordinary general meeting of LCAA shareholders to consider, vote on and approve the Extension Proposal (the "LCAA Shareholder Extension Approval"), exercise of the LCAA Shareholder Redemption Right related thereto and making any necessary filings with the Registrar of Companies of the Cayman Islands, and (ii) respond to any comments or other communications, whether written or oral, that LCAA or its counsel may receive from time to time from the SEC or its staff with respect to the Extension Proxy Statement. LCAA or the Sponsor shall be responsible for funding any expenses LCAA incurred in connection with extending its deadline to consummate an initial business combination (the "Extension Expenses") prior to the Closing Date.

Joint Covenants

The Merger Agreement also contains certain other covenants and agreements including, among other, that each of LTC, LCAA, Merger Sub 1 and Merger Sub 2 shall use commercially reasonable efforts to, subject to the terms and conditions contained therein:

(a) use their commercially reasonable efforts to cooperate in good faith with any government authority and to undertake promptly any and all action required to obtain any necessary or advisable regulatory approvals, consents, actions, nonactions or waivers in connection with the Transactions (the "Regulatory Approvals") as soon as practicable and any and all action necessary to consummate the Transactions, and to use commercially reasonable efforts to cause the expiration or termination of the waiting, notice or review periods under any applicable Regulatory Approval with respect to the Transactions as promptly as possible after the execution of the Merger Agreement;

(b) with respect to each of the Regulatory Approvals and any other requests, inquiries, actions or other proceedings by or from governmental authorities, diligently and expeditiously defend and use commercially reasonable efforts to obtain any necessary clearance, approval, consent or Regulatory Approval under any applicable laws prescribed or enforceable by any government authority for the Transactions and to resolve any objections as may be asserted by any government authority with respect to the Transactions, and cooperate fully with each other in the defense of such matters;

(c) make all filings, to provide all information required of such party and to reasonably cooperate with each other, in each case, in connection with the Regulatory Approvals, and jointly devise and implement the strategy for obtaining any necessary clearance or approval, for responding to any request, inquiry, or investigation, for electing whether to defend, and, if so, defending any lawsuit challenging the Transactions, and for all meetings and communications with any government authority concerning the Transactions; and

(d) LTC and LCAA shall each be responsible for and pay one-half of the filing fees payable to the government authorities and the Exchange Agent in connection with the Transactions, subject to the terms of the Merger Agreement.

(e) LTC shall use commercially reasonable efforts to obtain pre-closing financing with terms reasonably acceptable to LCAA and LTC (the "Pre-Closing Financing"), and LTC and LCAA shall use commercially reasonable efforts to cooperate for obtaining private investments in public equity in the form of LTC Ordinary Shares pursuant to a subscription or similar agreement executed by certain investors and LTC after the date hereof (the "PIPE Financing").

Further, the Merger Agreement also contains additional covenants and agreements among the parties thereto in respect of, among other matters:

(a) access to information, properties and personnel;

(b) preparing, filing and distributing this proxy statement/prospectus on Form F-4 (including any amendments or supplements thereto);

(c) preparing and delivering certain accounts and financial statements;

(d) approval of shareholders of LCAA and shareholders of LTC;

(e) support of the Transactions;

(f) tax matters, including with respect to the intended tax treatment;

(g) shareholder litigation matters with respect to the Transactions; and

(h) written notice (i) of the occurrence or non-occurrence of any event the occurrence or non-occurrence of which has caused or is reasonably likely to cause any condition to the obligations of any party to effect the Transactions not to be satisfied or (ii) of any notice or other communication from any government authority which is reasonably likely to have a material adverse effect on the ability of the parties to the Merger Agreement to consummate the Transactions or to materially delay the timing thereof.

Conditions to Closing

Mutual Conditions

The obligations of LCAA, LTC, Merger Sub 1 and Merger Sub 2 to effect the Mergers and the other Transactions are each subject to the satisfaction of the following mutual conditions (in each case, unless waived in writing by the party or parties whose obligations are conditioned thereupon):

(a) the Capital Restructuring shall have been completed;

(b) receipt and remaining in effect of the approval of the LCAA shareholders and approval and consent of the transactions contemplated thereby by LTC shareholders;

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

(d) (i) LTC's initial listing application with NYSE or Nasdaq in connection with the Transactions shall have been conditionally approved and, immediately following the Closing, LTC shall satisfy any applicable initial and continuing listing requirements of NYSE or Nasdaq, as applicable, and LTC shall not have received any notice of non-compliance therewith, and (ii) the LTC Ordinary Shares representing the Merger Consideration to be issued in connection with the Mergers shall have been conditionally approved for listing on NYSE or Nasdaq, subject to official notice of issuance;

(e) after deducting the LCAA Shareholder Redemption Amount, LCAA shall have at least US$5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act); and

(f) the absence of any law or governmental order that is then in effect and which has the effect of making the Closing illegal or which otherwise prohibits the consummation of the Closing (any of the foregoing, a "restraint"), other than any such restraint that is immaterial.

Unless waived by LCAA in writing, the obligations of LCAA to consummate, or cause to be consummated, the Transactions are also subject to the satisfaction of each of the following conditions:

(a) the accuracy of the representations and warranties of LTC, Merger Sub 1 and Merger Sub 2 (subject to certain materiality standards set forth in the Merger Agreement);

(b) (i) the Distribution Agreement and each of the Put Option Agreements shall continue to be in full force and effect, (ii) neither LTC nor any of its subsidiaries that is a party thereto shall be in material breach thereof or shall have failed to perform its obligations thereunder in any material respect, and (iii) no party thereto shall have delivered written notice that it intends to terminate the Distribution Agreement; and

(c) material compliance by LTC with its pre-closing covenants.

Unless waived by LTC in writing, the obligations of LTC, Merger Sub 1 and Merger Sub 2 to consummate, or cause to be consummated, the Transactions to occur at the Closing are also subject to the satisfaction of each the following conditions:

(a) the accuracy of the representations and warranties of LCAA (subject to certain materiality standards set forth in the Merger Agreement);

(b) material compliance by LCAA with its pre-closing covenants; and

(c) (a) all amounts in the trust account established for the purpose of holding the net proceeds of LCAA's initial public offering as of immediately prior to the Closing (after deducting the LCAA Shareholder Redemption Amount), plus (b) cash proceeds that will be funded prior to, concurrently with, or immediately after, the Closing to LTC in connection with any PIPE Financing, plus (c) cash proceeds that will be funded to LTC in connection with any pre-Closing equity financing, in the aggregate equaling no less than US$100,000,000, prior to payment of any unpaid or contingent liabilities, deferred underwriting fees of LCAA or transaction expenses of LTC or LCAA.

Termination

The Merger Agreement may be terminated and the transactions contemplated thereby abandoned at any time prior to the First Effective Time:

(a) by mutual written consent of LTC and LCAA;

(d) by written notice from LTC or LCAA to the other if any government authority shall have enacted, issued, promulgated, enforced or entered any governmental order which has become final and non-appealable and has the effect of making consummation of the Transactions illegal or otherwise prohibiting consummation of the Transactions;

(e) by written notice from LTC to LCAA if LCAA Board or any committee thereof shall have withheld, withdrawn, qualified, amended or modified, or publicly proposed or resolved to withhold, withdraw, qualify, amend or modify, the recommendation of LCAA Board that the LCAA shareholders vote in favor of the Transaction Proposals at the meeting of LCAA shareholders held for the purpose of voting on the Transaction Proposals and obtaining the LCAA Shareholders' Approval (the "LCAA Shareholders' Meeting").

(f) by written notice the LTC to LCAA if LCAA fails to obtain the LCAA Shareholder Extension Approval upon vote taken thereon at a duly convened meeting of the LCAA shareholders (or at a meeting of LCAA shareholders following any adjournment or postponement thereof);

(g) by written notice from LTC or LCAA to the other if the LCAA Shareholders' Approval shall not have been obtained by reason of the failure to obtain the required vote at the LCAA Shareholders' Meeting duly convened therefor or at any adjournment or postponement thereof taken in accordance with the Merger Agreement;

(h) by written notice from LCAA to LTC if there is any breach of any representation, warranty, covenant or agreement on the part of LTC set forth in the Merger Agreement, such that the conditions to LCAA's obligations to consummate the Transactions would not be satisfied at the relevant Closing Date, except that, if such breach is curable by LTC then, for a period of up to 30 days after receipt by LTC of written notice from LCAA of such breach, such termination shall not be effective, and such termination shall become effective only if such breach is not cured within such 30-day period; provided that LCAA shall not have the right to terminate the Merger Agreement pursuant to this paragraph if it is then in material breach of any of its representations, warranties, covenants or agreements set forth in the Merger Agreement;

(i) by written notice from LCAA to LTC if the required approval of LTC shareholders shall not have been obtained by reason of the failure to obtain the required vote (whether at the LTC shareholders' meeting or by unanimous written resolutions) duly convened therefor or at any adjournment or postponement thereof taken in accordance with the Merger Agreement;

(j) by written notice from LTC to LCAA if there is any breach of any representation, warranty, covenant or agreement on the part of LCAA set forth in the Merger Agreement, such that the conditions to LTC's obligation to consummate the Transactions would not be satisfied at the Closing Date, except that if any such breach is curable by LCAA then, for a period of up to 30 days after receipt by LCAA of written notice from LTC of such breach, such termination shall not be effective, and such termination shall become effective only if such breach is not cured within such 30-day period; provided that LTC shall not have the right to terminate the Merger Agreement pursuant to this paragraph if it is then in material breach of any of its representations, warranties, covenants or agreements set forth in the Merger Agreement; or

(k) by written notice from LCAA or LTC to the other, if the transactions contemplated by the Merger Agreement shall not have been consummated on or prior to March 15, 2024 (and as may be extended to a later date by mutual written consent of the LTC and LCAA, the "Termination Date"); provided that the right to terminate the Merger Agreement pursuant to this paragraph will not be available to any party whose breach of any provision of the Merger Agreement primarily caused or resulted in the failure of the transactions contemplated by the Merger Agreement to be consummated by the Termination Date.

In the event of termination of the Merger Agreement, the Merger Agreement shall become void and have no effect, without any liability on the part of any party thereto or its respective affiliates, officers, directors or shareholders, other than liability of any party for any willful and material breach of the Merger Agreement by such party prior to such termination; provided that obligations under the NDA and certain other provisions required under the Merger Agreement (including the miscellaneous provisions thereof, which include, among others, provisions regarding trust account waiver, waiver, notice, assignment, no third-party rights, expenses, headings and counterparts, disclosure letters, entire agreement, amendments, publicity, confidentiality, severability and conflicts and privilege) shall, in each case, survive any termination of the Merger Agreement.

LTC is required to pay to LCAA the Extension Expenses if the Merger Agreement is terminated due to breach of any representations, warranties, covenants or agreements on the part of LTC, failure of LTC to obtain the approval of its shareholders, or if the Merger Agreement is terminated solely due to LTC's unwillingness to unconditionally waive the non-satisfaction of the Minimum Available Cash Condition. LCAA will be solely responsible for the Extension Expenses if the Merger Agreement is terminated due to breach of any representations, warranties, covenants or agreements on the part of LCAA, or due to a change of recommendation by LCAA Board. Under any other circumstance in which the Merger Agreement is terminated, LTC and LCAA will each be responsible for 50% of the Extension Expenses.

Enforcement

Each party is entitled under the Merger Agreement to an injunction or injunctions to prevent breaches of the Merger Agreement and to specific enforcement of the terms and provisions of the Merger Agreement, in addition to any other remedy to which any party is entitled at law or in equity.

Non-Recourse

All claims or causes of action that are based upon, arising out of, or related to the Merger Agreement or the Transactions contemplated therein may only be brought against the entities expressly named as parties to the Merger Agreement. Further, unless a named party to the Merger Agreement, and then only to the extent of the specific obligations undertaken by such named party under the Merger Agreement, no past, present or future director, officer, employee, incorporator, member, partner, shareholder, affiliate, agent, attorney, advisor or other representative of a named party to the Merger Agreement and no past, present or future director, officer, employee, incorporator, member, partner, shareholder, affiliate, agent, attorney, advisor or other representative of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the parties to the Merger Agreement for any claim based on, arising out of, or related to the Merger Agreement or the Transactions contemplated thereby.

Non-Survival of Representations, Warranties and Covenants

Except, in the event of termination of the Merger Agreement, for obligations under the NDA, certain obligations related to the trust account, and certain other provisions of the Merger Agreement, none of the representations, warranties, covenants, obligations or other agreements in the Merger Agreement, or in any certificate (including confirmations therein), statement or instrument delivered pursuant to the Merger Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall survive the Closing and shall terminate and expire upon the occurrence of the Closing except for (i) those covenants and agreements contained therein that expressly by their terms expressly apply either in part or in whole after the Closing and (ii) the miscellaneous provisions thereof, which include, among others, provisions regarding trust account waiver, waiver, notice, assignment, no third-party rights, expenses, headings and counterparts, disclosure letters, entire agreement, amendments, publicity, confidentiality, severability and conflicts and privilege.

Governing Law and Jurisdiction

The Merger Agreement is governed by the laws of the State of New York, without giving effect to the principles of conflicts of laws that would otherwise require the application of the law of any other state (provided that the fiduciary duties of the LTC Board and LCAA Board, the Mergers and any exercise of appraisal and dissenters' rights under the laws of the Cayman Islands with respect to the Mergers, shall in each case be governed by the laws of the Cayman Islands). Any action based upon, arising out of or related to the Merger Agreement or the Transactions contemplated thereby shall be brought in federal and state courts located in the New York County, State of New York (or any appellate courts therefrom). Each party has waived its rights to trial by jury in any action based upon, arising out of or related to the Merger Agreement or the Transactions contemplated thereby.

AGREEMENTS ENTERED INTO IN CONNECTION WITH THE BUSINESS COMBINATION

This section describes the material provisions of certain additional agreements entered into or to be entered into pursuant to the Merger Agreement (the "Related Agreements") but does not purport to describe all of the terms thereof. The following summary is qualified in its entirety by reference to the complete text of each of the Related Agreements, and you are urged to read such Related Agreements in their entirety.

Sponsor Support Agreement

Concurrently with the execution of the Merger Agreement, LCAA, the Sponsor, certain shareholders of LCAA (together with the Sponsor, collectively, the "Founder Shareholders") and LTC entered into the Sponsor Support Agreement, pursuant to which each Founder Shareholder has agreed, among other things and subject to the terms and conditions set forth therein: (i) to appear at the extraordinary general meeting for purposes of constituting a quorum, (ii) to vote in favor of the Transactions or the Extension Proposal; (iii) to vote against any proposals that would materially impede the Transactions; (iv) to appoint LTC as the Founder Shareholders' proxy and attorney-in-fact with respect to approval of the Transactions; (v) to waive, and agree not to exercise or assert, any dissenters' rights under Section 238 of the Cayman Islands Companies Act and any other similar statute in connection with the Transactions and the Merger Agreement, (vi) to waive anti-dilution rights it held in respect of LCAA Class B Shares under the LCAA Articles, (vii) not to redeem any LCAA Shares held by such Founder Shareholder, (viii) not to amend that certain letter agreement between LCAA, the Sponsor and certain other parties thereto, dated as of March 10, 2021, (ix) during the interim period and for a period of six (6) months following the Closing, not to transfer any LCAA Shares or LCAA Warrants (including any LCAA Shares or LCAA Warrants or any securities convertible into or exercisable or exchangeable for any LCAA Shares or LCAA Warrants) acquired by such Founder Shareholder, subject to certain exceptions, including the early-release of LCAA Warrants from post-Closing lock-up as discussed below, and (x) not to transfer any LTC Ordinary Shares or LTC Warrants held by such Founder Shareholder immediately after the First Effective Time, or any LTC Ordinary Shares received upon the exercise of any LCAA Warrants or LTC Warrants, if any, for a period of six (6) months from and after the Closing, subject to certain exceptions.

The Sponsor also agreed to use commercially reasonable efforts to (i) cause certain affiliates of the Sponsor as may be approved by LTC from time to time to participate in the PIPE Financing, and (ii) facilitate discussions between LTC and entities holding brands that may be approved by LTC from time to time (each, a "Cooperating Entity") (including, without limitation, in connection with product development, marketing, customer engagement, retail space, and technology infrastructure development). In connection with (i), for every one dollar committed by such affiliates of the Sponsor as may be approved by LTC from time to time in the PIPE Financing, one LTC Warrant held by the Sponsor immediately after the First Effective Time will not be subject to the lock-up restrictions under the Sponsor Support Agreement following the Closing.

Some of the LCAA Class B Ordinary Shares held by the Sponsor as of the date of the Sponsor Support Agreement will be subject to forfeiture and earn-out restrictions pursuant to the Sponsor Support Agreement. Specifically, 20% of the LCAA Class B Ordinary Shares held by the Sponsor will be forfeited unless certain affiliates of the Sponsor as may be approved by LTC from time to time participate in the PIPE Financing, and another 10% of the LCAA Class B Ordinary Shares held by the Sponsor will remain unvested at the Closing and become vested upon the commencement or official announcement of any business collaborations facilitated by the Sponsor or the Sponsor's affiliates between LTC or its applicable affiliates, on the one hand, and any Cooperating Entity, on the other hand (the "Business Collaboration"). In addition, at the request of LTC, the Sponsor will on the Closing Date transfer, directly or indirectly, to one or more shareholders of LCAA up to 5% of the LCAA Class B Ordinary Shares held by the Sponsor as consideration to induce such shareholder(s) of LCAA to waive its redemption rights (including by having such LCAA shareholder enter into, execute and deliver a non-redemption agreement) in connection with LCAA shareholders' approval of the Transaction Proposals or approval of both the Extension Proposal and the Transaction Proposals, as may be mutually determined by the LTC and LCAA.

LTC Shareholder Support Agreement

Concurrently with the execution of the Merger Agreement, LCAA, LTC and certain of the shareholders of LTC entered into a Shareholder Support Agreement (the "LTC Shareholder Support Agreement"), pursuant to which certain shareholders holding sufficient number, type and classes of the issued and outstanding shares of LTC to approve the Transactions have each agreed, among other things and subject to

the terms and conditions set forth therein: (i) to vote in favor of the Transactions; (ii) to appear at the shareholders' meeting of LTC in person or by proxy for purposes of counting towards a quorum; (iii) to vote against any proposals that would or would be reasonably likely to in any material respect impede the Transactions; (iv) to appoint LTC as such shareholder's proxy and attorney-in-fact with respect to approval of the Transactions; and (v) during the interim period and for a period following the Closing, not to transfer any LTC Ordinary Shares held by such shareholder, subject to certain exceptions.

Distribution Agreement

Concurrently with the execution of the Merger Agreement, LTIL entered into the Distribution Agreement with Lotus Cars Limited, the entity carrying out Lotus UK's sportscar manufacturing operations, pursuant to which LTIL is appointed as the exclusive global distributor (excluding the United States, where LTIL will act as the head distributor with the existing regional distributor continuing its functions) for Lotus Cars Limited to distribute vehicles, parts and certain tools, and to provide after sale services and brand, marketing and public relations for such vehicles, part and tools distributed by it on the terms and conditions of the Distribution Agreement. The Distribution Agreement shall remain in force for an indefinite period of time, unless the parties agree to terminate in writing. Each party may immediately terminate the Distribution Agreement upon written notice to the other party in the event of the other party's material breach of the agreement, receivership, liquidation, sale of substantial part of its business or assets, intentional fraud or misrepresentation on the products, among other things.

Put Option Agreements

Concurrently with the execution of the Merger Agreement, LTC entered into the Put Option Agreement with each of Geely and Etika, pursuant to which each of Geely and Etika is granted the right to require LTC to purchase all of the equity interests held by each of Geely and Etika in Lotus Advance Technologies Sdn Bhd, the parent company of Lotus UK, at a pre-agreed price, at a future date during the period from April 1, 2025 to June 30, 2025 and upon satisfaction of certain pre-agreed conditions. The put options granted to Geely and Etika can be exercised independently from each other and the exercise of each put option is not conditioned upon the exercise of the other.

Registration Rights Agreement

The Merger Agreement contemplates that, at the Closing, LTC, LCAA, the Founder Shareholders and potentially certain shareholders of LTC will enter into the Registration Rights Agreement, pursuant to which, among other things, LTC will agree to undertake certain resale shelf registration obligations in accordance with the Securities Act and the Founder Shareholders and potentially certain shareholders of LTC will be granted customary demand and piggyback registration rights.

The Registration Rights Agreement also provides that LTC will pay certain expenses relating to such registrations and indemnify the securityholders against certain liabilities. The rights granted under the Registration Rights Agreement supersede any prior registration, qualification or similar rights of the parties with respect to their LTC Securities.

Lock-Up Agreement

The Merger Agreement contemplates that, prior to the Closing, LTC will deliver or cause to be delivered (or, with respect to certain shareholders of LTC that are not parties to the LTC Shareholder Support Agreement, use commercially reasonable efforts to deliver or cause to be delivered) lock-up agreements executed by shareholders of LTC that are not parties to the LTC Shareholder Support Agreement, pursuant to which, among other things, each such LTC shareholder agrees not to transfer, for a period of six (6) months following the Closing, certain LTC Ordinary Shares such LTC shareholder (as applicable) will hold following the Closing, on the terms and subject to the conditions set forth in the lock-up agreement.

Assignment, Assumption and Amendment Agreement

The Merger Agreement contemplates that, at the Closing, LCAA, LTC and Continental will enter into the Assignment, Assumption and Amendment Agreement, pursuant to which, among other things, LCAA will assign all of its rights, interests and obligations in the Warrant Agreement to LTC effective upon the Closing, and the Warrant Agreement will be amended to change all references to LCAA to LTC and so that each warrant will represent the right to receive one whole LTC Ordinary Share.

PROPOSAL ONE — THE BUSINESS COMBINATION PROPOSAL

General

Holders of LCAA Shares are being asked to adopt the Merger Agreement, approve the terms thereof and approve the transactions contemplated thereby, including the Business Combination. LCAA shareholders should read carefully this proxy statement/prospectus in its entirety for more detailed information concerning the Merger Agreement, which is attached as Annex A to this proxy statement/prospectus. Please see the section entitled "The Merger Agreement" above, for additional information and a summary of key terms of the Merger Agreement. You are urged to read carefully the Merger Agreement in its entirety before voting on this proposal.

LCAA may consummate the Business Combination only if the Business Combination Proposal is approved by an ordinary resolution, requiring the affirmative vote of the holders of a majority of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the extraordinary general meeting, and the Merger Proposal is approved by a special resolution, requiring the affirmative vote of the holders of at least two-thirds of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the extraordinary general meeting.

The Merger Agreement and Related Agreements

Please see sections entitled "The Merger Agreement" and "Agreements Entered Into in Connection with the Business Combination" for additional information and a summary of key terms of the Merger Agreement and the related agreements. You are urged to read carefully the Merger Agreement in its entirety before voting on this proposal.

Pro Forma Capitalization

LTC is valued at US$5.5 billion on a pre-money equity value basis (before taking into account the values of LTC Ordinary Shares issued to third-party investors, including the Jingkai Fund, in any Pre-Closing Financing or PIPE Financing).

It is estimated that, immediately after the Closing, under the no redemption scenario, (i) the existing shareholders of LTC will own 89.60% of the issued and outstanding LTC Ordinary Shares, (ii) LCAA Public Shareholders will own 4.75% of the outstanding LTC Ordinary Shares, and (iii) the Founder Shareholders will own 1.19% of the outstanding LTC Ordinary Shares.

Assuming alternatively the maximum redemption by LCAA Public Shareholders and the waiver of Minimum Cash Condition, it is anticipated that the existing shareholders of LTC will own 94.07% of the issued and outstanding LTC Ordinary Shares, LCAA Public Shareholders will not own any issued and outstanding LTC Ordinary Shares, and the Founder Shareholders will own 1.25% of the issued and outstanding LTC Ordinary Shares, immediately after the Closing.

The foregoing numbers of percentage ownership have been determined under the assumptions set forth under the section titled "Frequently Used Terms and Basis of Presentation." If actual facts are different from the assumptions set forth therein, the percentage ownership numbers will be different.

Background of the Business Combination

The terms of the Merger Agreement and related Transaction Documents are the result of extensive negotiations between LTC, LCAA and their respective representatives. The following is a brief description of LCAA's formation, LCAA's previous engagements with business combination targets other than LTC, and its negotiations with, and evaluation of, LTC. All dates and times referred to in the following chronology are local time in Beijing, China unless otherwise indicated. References to "representatives of LCAA" for purposes of this section also includes personnel affiliated with *L* Catterton.

LCAA is a blank check company incorporated in the Cayman Islands on January 5, 2021 and formed by affiliates of *L* Catterton, a leading global consumer-focused investment firm, for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses.

On March 15, 2021, LCAA consummated its initial public offering (the "IPO") of 25,000,000 Units at a price of $10.00 per Unit, generating gross proceeds to LCAA of $250,000,000. Each Unit consists of one LCAA Class A Ordinary Share and one-third of one LCAA Public Warrant. Concurrent to the closing of the initial public offering, LCAA consummated a private placement of 5,000,000 LCAA Private Warrants with the Sponsor at a price of $1.50 per LCAA Private Warrant, generating gross proceeds of $7,500,000 (the "Private Placement"). On March 24, 2021, the underwriters partially exercised their over-allotment option, according to which LCAA consummated the sale of an additional 3,650,874 Units, at $10.00 per Unit, and the sale of an additional 486,784 LCAA Private Warrants, at $1.50 per LCAA Private Warrant. Following the closing of the over-allotment option, LCAA generated total gross proceeds of $294,738,916 from the IPO and the Private Placement, of which $286,508,740 was raised in the IPO, $8,230,176 was raised in the Private Placement, and $286,508,740 was placed in a trust account established for the benefit of LCAA's public shareholders. LCAA paid a total of $5,730,175 underwriting discounts and commissions and $709,897 for other costs and expenses related to the IPO. In addition, the underwriter in the IPO will receive deferred underwriting compensation from LCAA if a business combination is completed.

Prior to the consummation of the IPO, LCAA did not select any specific business combination target and did not (nor did anyone on behalf of LCAA) initiate any substantive discussion, directly or indirectly, with any business combination target.

After the consummation of the IPO, representatives of LCAA, the Sponsor and *L* Catterton on behalf of LCAA commenced an active search for prospective businesses with which LCAA might consummate a business combination transaction. In evaluating a prospective target business, consistent with its business strategy, LCAA specifically focused on target businesses with strong business fundamentals and the following characteristics: (i) a strong, seasoned executive leadership team with a distinguished track record of generating attractive returns and shareholder value; (ii) the potential to disrupt large incumbent industries or create an entirely new category; (iii) a large market opportunity relative to current company size; (iv) best-in-class growth metrics and a clear pathway to generating significant, long-term cash flow; (v) an attractive financial profile and stable free cash flow (or the potential to generate stable and sustainable free cash flow in the near future); (vi) a strong liquidity position; (vii) readiness for the scrutiny of public markets, with corporate governance and reporting policies in place; and (viii) potential to benefit from the guidance and advice from the management team of LCAA and *L* Catterton in developing a clear message describing the business model and investment opportunity to public investors.

As part of its regular evaluation of potential acquisition targets, the LCAA Board and LCAA's management team generally discussed, on a regular basis, the status of discussions with various acquisition targets. These updates generally addressed the potential targets under consideration and the status of the discussions, if any, with the respective acquisition targets. These updates continued throughout the period of time when LCAA was evaluating various acquisition targets.

Other Potential Targets

Following the IPO, LCAA's management, representatives of LCAA, the Sponsor and *L* Catterton considered and conducted an analysis of approximately 80 potential acquisition targets (other than LTC) (the "Other Potential Targets") and entered into non-disclosure agreements with twenty-four Other Potential

Targets on customary terms, which did not contain standstill provisions. Among the Other Potential Targets that LCAA entered into non-disclosure agreements with, LCAA submitted letters of intent (or similar preliminary transaction documents) describing the proposed structure and principal terms of potential business combinations to seven such Other Potential Targets, following preliminary due diligence and discussions with the management and/or shareholders of such Other Potential Targets.

The seven Other Potential Targets to which LCAA submitted letters of intent (or similar preliminary transaction documents) included: (i) an eCommerce platform ("Company A"); (ii) a sports media platform ("Company B"); (iii) an AI driven fintech and enterprise business ("Company C"); (iv) a retail SaaS platform ("Company D"); (v) a mobile-based classifieds platform ("Company E"); (vi) an esports gaming company ("Company F"); and (vii) a luxury boat manufacturer ("Company G").

LCAA entered into a non-disclosure agreement with Company A in the second half of March 2021. LCAA decided to not pursue an opportunity with Company A because Company A sought to explore other strategic options, including a direct listing.

LCAA entered into a non-disclosure agreement with Company B in the first half of April 2021. LCAA decided to not pursue an opportunity with Company B because parties were unable to reach an agreement on preliminary principal terms, including, but not limited to, the valuation of Company B.

LCAA entered into a non-disclosure agreement with Company C in the first half of May 2021. LCAA decided to not pursue an opportunity with Company C because the management team of LCAA determined that, based on their preliminary due diligence and evaluation, Company C did not meet LCAA's key criteria for a business combination transaction (as described above).

LCAA entered into a non-disclosure agreement with Company D in the second half of May 2021. LCAA decided to not pursue an opportunity with Company D because parties were unable to reach an agreement on preliminary principal terms, including, but not limited to, the valuation of Company D.

LCAA entered into a non-disclosure agreement with Company E in the second half of July 2021. LCAA decided to not pursue an opportunity with Company E because parties were unable to reach an agreement on preliminary principal terms, including, but not limited to, the valuation of Company E.

LCAA entered into a non-disclosure agreement with Company F in the second half of October 2021. LCAA decided to not pursue an opportunity with Company F because Company F sought to explore other strategic options, including an acquisition by another company.

LCAA entered into a non-disclosure agreement with Company G on in the second half of July 2022. LCAA decided to not pursue an opportunity with Company G because of downward revision in Company G's financial projections driven by supply chain constraints for certain key components.

Proposed Business Combination with LTC

Mr. Alexious Kuen Long Lee, the Chief Financial Officer of LTC, was first introduced to Mr. Jimmy Jin of *L* Catterton on February 18, 2022 at an in-person meeting through introduction by a mutual contact associated with *L* Catterton. During this meeting, Mr. Lee and Mr. Jin exchanged their views on consumer investing and the electric vehicle market, and discussed the business plan of Lotus Tech, as well as potential collaboration opportunities between *L* Catterton and Lotus Tech.

Following this introductory meeting, beginning from late February 2022, representatives of *L* Catterton conducted preliminary due diligence on the business of LTC, including attending management sessions and reviewing preliminary information made available by Louts Tech.

On March 15, 2022, Mr. Jin along with other representatives of *L* Catterton met with Mr. Qingfeng Feng, the Chief Executive Officer of LTC, in person and discussed LTC's future strategy and business plan. Following these preliminary discussions, representatives of *L* Catterton and LTC met numerous times to further explore a potential transaction and on April 28, 2022, Mr. Jin of *L* Catterton introduced LCAA to Mr. Lee of LTC, and proposed that LCAA and LTC further explore pursuing the potential business combination transaction involving LCAA and LTC (the "Proposed Business Combination"). Throughout the period from April 28, 2022 to September 1, 2022, representatives of LCAA conducted additional due diligence

on LTC, including by attending management presentations and reviewing LTC's business plans, with such due diligence primarily focusing on LTC's business and financial performance. During this period, representatives of LCAA also engaged in regular discussions with representatives of LTC regarding the valuation of LTC in the Proposed Business Combination.

On June 16, 2022, the LCAA Board held a teleconference meeting, during which, LTC, among various other potential targets, was first introduced to the LCAA Board. The LCAA Board did not engage in any detailed discussion about a potential transaction with LTC at this time.

On June 27, 2022, Mr. Lee of LTC communicated with Mr. Jin of LCAA regarding potential interest of the board of directors of LTC in the Proposed Business Combination.

On September 1, 2022, representatives of LCAA submitted an initial draft of a non-binding letter of intent (the "LOI") to LTC. In the following weeks, LTC and LCAA continued to discuss and revise the proposed terms of the LOI, including, among other things, the proposed enterprise valuation of LTC.

On October 27, 2022, LCAA and LTC substantially finalized the draft LOI, which was presented to the LCAA Board on November 3, 2022. The LOI contemplated an implied enterprise value of $7 billion to $10 billion for LTC, subject to certain assumptions specified in the LOI. Other terms in the LOI included that (i) the global distribution functions of Lotus Group International Limited ("LGIL") would be combined with LTC in connection with the Proposed Business Combination, (ii) the parties would agree upon a capitalization solution to LGIL's remaining businesses (such as manufacturing and R&D) (the "Capitalization Plan"), (iii) all existing shareholders of LTC would be subject to a six-month lock-up period following the Closing, (iv) representatives of LCAA would join the board of the combined company in proportion to its shareholding, and (v) the parties would seek to secure additional financing through a round of financing prior to entry into the Merger Agreement and through additional PIPE financing.

Pursuant to the LOI, each of LCAA and LTC would also agree to be subject to an exclusivity period from the date of the LOI to the earlier of (i) the date of termination of the LOI, and (ii) three months following the date of the LOI (which may be extended on an ongoing basis for additional one-month periods as the parties may mutually agree) (the "Exclusivity Period").

During the Exclusivity Period, LTC would agree not to, and would agree to direct its representatives not to, directly or indirectly, (i) solicit or initiate any inquiry, indication of interest, proposal or offer from any third party that would result in LTC and such third party engaging in a business combination or an initial public offering (each, a "Competing Transaction"), including engaging investment banks for preparation of any initial public offering, (ii) participate in any discussions or negotiations with any third party regarding, or furnish or make available to any third party any information relating to LTC with respect to, any Competing Transaction, other than to make such third party aware of the exclusivity provisions, or (iii) enter into any understanding, arrangement, agreement, agreement in principle or other commitment (whether or not legally binding) with a third party relating to any Competing Transaction.

During the Exclusivity Period, LCAA would agree not to, and would agree to direct its representative not to, directly or indirectly, (i) solicit, initiate or continue any inquiry, indication of interest, proposal or offer from any third party relating to a potential business combination with LCAA, or (ii) enter into any understanding, arrangement, agreement, agreement in principle or other commitment (whether or not legally binding) with a third party that would prevent LCAA's execution of the Business Combination.

LCAA agreed with LTC that the LOI would be non-binding and subject to execution of a definitive agreement signed by all parties with respect to the Business Combination, except for provisions relating to mutual exclusivity and waiver of claims against LCAA's trust account.

On November 3, 2022, the LCAA Board held a teleconference meeting, which was also attended by management of LCAA, representatives of *L* Catterton, representatives of Kirkland & Ellis ("K&E"), international legal counsel to LCAA, and representatives of Mourant Secretaries (Cayman) Limited. Before engaging in any discussion regarding the Proposed Business Combination with LTC, representatives of K&E provided the LCAA Board with an introduction of the fiduciary duties of the directors under the laws of the Cayman Islands. Each director of LCAA also confirmed that, other than those directors affiliated with *L* Catterton who hold interests in the Sponsor entity and the independent directors who hold LCAA Founder

Shares, to the directors' knowledge, the directors did not have any other interest in the Proposed Business Combination with LTC. During the meeting, representatives of *L* Catterton updated the LCAA Board on initial discussions and proposed entry into the LOI with LTC with respect to the Proposed Business Combination. The LCAA Board then discussed the terms of the LOI, including the range in valuation included in the LOI, and the underlying business of LTC. Following confirmation by representatives of *L* Catterton that the valuation would be further determined once the due diligence process was complete, the the LCAA Board approved LCAA's entry into the LOI.

On November 9, 2022, LCAA and LTC executed the LOI in the same form as approved by the LCAA Board. Following execution of LOI, representatives of LCAA worked with its advisors and developed the plans for comprehensive due diligence on LTC in various areas, including commercial, financial, legal, and environmental, social and governance (ESG).

On November 14, 2022, *L* Catterton Asia Advisors, an affiliate of the Sponsor, and LTC executed a customary non-disclosure agreement so that representatives of LCAA could commence due diligence on LTC.

On November 16, 2022, Mr. Chinta Bhagat, Co-Chief Executive Officer of LCAA, Mr. Scott Chen, Co-Chief Executive Officer of LCAA, Mr. Jin of LCAA, Mr. Daniel Donghui Li, chairman of LTC and CEO of Geely Holding, as well as Mr. Feng and Mr. Lee of LTC, held an in-person meeting and discussed key terms for the Proposed Business Combination, as well as potential business collaboration opportunities between LTC and other affiliates of *L* Catterton.

On November 16, 2022, representatives of LCAA and LTC, as well as representatives of their advisors, including, among others, K&E, Skadden, Arps, Slate, Meagher & Flom ("Skadden"), international legal counsel to LTC, Credit Suisse Securities (USA) LLC ("CS"), LCAA's exclusive capital markets advisor, Deutsche Bank AG, Hong Kong Branch ("DB"), Lotus Tech's financial advisor, held an all-parties kick-off teleconference meeting and discussed the proposed transaction timetable, key transaction documentation work allocation and general process management matters.

On the same day, representatives of Fangda Partners ("Fangda"), LCAA's PRC counsel, circulated an initial legal due diligence request list to representatives of LTC.

Following the initial kick-off meeting and consistent with the proposed terms in the LOI that the global distribution functions of LGIL would be combined with LTC in connection with the Proposed Business Combination, beginning from the second half of November 2022, representatives of LCAA and LTC and their respective advisors also engaged in multiple discussions and exchanged correspondences about the proposed terms of the Distribution Agreement pursuant to which LTIL, a wholly-owned subsidiary of LTC, would be appointed as the global distributor for Lotus Cars Limited (the entity carrying out Lotus's sportscar manufacturing operations and an indirect wholly-owned subsidiary of LGIL) for vehicles, parts and certain tools, and, in connection with its role as global distributor, would provide after sale services for the vehicles, parts and tools distributed, with the most significant exchanges summarized in further detail below.

On November 17, 2022, LTC began providing confidential information to representatives and advisors of LCAA regarding LTC's business and operations through a virtual data room. During the period from November 17, 2022 to the parties' entry into the Merger Agreement on January 31, 2023, LCAA and its representatives and advisors conducted extensive due diligence on LTC. The due diligence process involved (i) a comprehensive review of the materials provided by LTC in the virtual data room, including materials from LTC in response to requests of LCAA's advisors for follow-up data and information, as well as LTC's responses to due diligence questions provided by way of emails and teleconferences; (ii) multiple meetings and calls with LTC regarding LTC's business and operations, projections and technical diligence matters, as well as financial, tax and legal matters, including those related to intellectual property and information technology matters, regulatory matters, litigation matters, corporate matters (including material contracts, capitalization and other customary corporate matters), and labor and employment matters, and (iii) summaries provided to LCAA by its advisors of key findings with respect to business, operational, legal and financial due diligence. Certain key milestones in the due diligence process are summarized in further detail below.

On November 21, 2022, representatives of CS circulated a consolidated questionnaire for management interview sessions to representatives of LTC and DB. From November 21, 2022 to December 7, 2022, representatives of LCAA and its advisors (including, among others, K&E, Fangda and CS) held 17

management interview sessions with members of LTC management. Topics covered during the management interview sessions included, among others, (i) LTC's corporate history and its strategy for future growth, (ii) overview of LTC's research and development and manufacturing capability, (iii) introduction to the battery electric vehicle industry, development in the autonomous driving technologies, and potential competition faced by LTC, (iv) LTC's general corporate governance structure, compliance policies and other legal and compliance matters, (v) LTC's global public relations management, and marketing and branding strategies, and (vi) LTC's human resources policies and other HR matters.

On November 22, 2022, representatives of Shearman & Sterling, legal counsel to CS (in its capacity as joint placement agent to LTC and as exclusive capital markets advisor to LCAA) and DB (in its capacity as joint placement agent to LTC), circulated a supplemental due diligence request list, reflecting comments by representatives of Fangda and K&E, regarding compliance matters to representatives of LTC.

On November 23, 2022, representatives of K&E, Skadden, LTC and LGIL held a teleconference to further discuss the proposed Distribution Agreement. Following the teleconference, representatives of LGIL provided materials related to LGIL's existing distribution arrangements through the virtual data room.

On the same day, representatives of DB and CS, together with representatives and advisors of LTC and LCAA began the preparation of the investor presentation with respect to a proposed PIPE Financing.

On November 24, 2022, representatives of Fangda circulated a supplemental legal due diligence request list to representatives of LTC.

On November 25, 2022, Mr. Bhagat visited the facilities of LGIL in Hethel, UK and had in-person meetings with the management team of LGIL. Mr. Bhagat also did a test drive of the Emira model during his visit.

On November 28, 2022, representatives of LTC circulated an initial draft of the Distribution Agreement to representatives of LCAA and K&E. Subsequently and up until the execution of the Distribution Agreement on January 31, 2023, multiple drafts of the Distribution Agreement were circulated to representatives of LCAA and advisors, reflecting the results of internal discussions at LGIL, as well as discussions with, and feedback from, representatives of LCAA and LTC's and LCAA's respective advisors.

On the same day, LTC's advisors circulated the financial model of LTC to representatives of LCAA reflecting LTC management's views on LTC's business plan and financial forecasts. Over the following weeks, the financial model and its underlying assumptions were updated to reflect the latest terms of the Distribution Agreement and the other Transaction Documents, as well as the results of other relevant commercial negotiations.

On November 30, 2022, representatives of Skadden circulated a draft work allocation table to representatives and advisors of LCAA and LTC to align on the drafting responsibilities of the Merger Agreement and the other Transaction Documents. On the same day, representatives of LTC provided additional due diligence materials through the virtual data room in response to the due diligence request lists circulated by LCAA's advisors. From this date onwards, LTC continued to update the virtual data room with materials in response to follow-on due diligence requests.

On December 2, 2022, representatives of LGIL circulated analysis prepared by LGIL's U.S. and U.K. regulatory counsel with specialty in dealership and automobile distribution regulations in connection with the Distribution Agreement. Representatives of LCAA also discussed the proposed global distribution framework with representatives of PricewaterhouseCoopers Consultants (Shenzhen) Limited ("PwC"), financial, tax, and IT due diligence advisor to LCAA, and K&E later that day. Subsequent to such discussions, representatives of LCAA, PwC and LTC met several times to discuss potential accounting issues in connection with the proposed distribution framework.

Beginning from December 2, 2022, LCAA and LTC commenced discussions with their respective legal and tax advisors in connection with the proposed transaction structure of the Business Combination.

On December 8, 2022, the LCAA Board held a teleconference meeting, which was also attended by management of LCAA, representatives of *L* Catterton, representatives of K&E and representatives of Mourant Secretaries (Cayman) Limited. During the meeting, members of LCAA management and the LCAA

Board further discussed the business of LTC and the status of negotiations related to the Merger Agreement and related arrangements, including the Distribution Agreement, potential arrangement for the Capitalization Plan and potential PIPE Financing. The LCAA Board also discussed plans for effecting an extension of the deadline by which LCAA is required to consummate an initial business combination pursuant to the LCAA Articles (the "Extension") in connection with the Proposed Business Combination.

On the same day, following extensive email correspondences between the parties discussing the potential arrangement for the Capitalization Plan, representatives of LCAA sent preliminary proposed terms of the Capitalization Plan to representatives of LTC and Skadden via email. Such proposed terms included, among other things, that (i) LTC be granted with a call option to acquire the equity interests in Lotus Advance Technology Sdn Bhd (or such other entity holding the equity interests in LGIL at the time when the call options are exercised) from Geely and Etika , (ii) the exercise price would be based upon revenues of LGIL for the year ended December 31, 2024 and (iii) the call option would be exercisable from April 1, 2025 to June 30, 2025.

On December 9, 2022, representatives of Skadden provided an initial draft of the Merger Agreement to representatives of K&E. The initial draft of the Merger Agreement did not specify an equity value.

Subsequently and up until the execution of the Merger Agreement and the other Transaction Documents on January 31, 2023, Skadden and K&E exchanged multiple drafts of the Merger Agreement and other Transaction Documents, with the most significant exchanges summarized in further detail below. In connection with these exchanged drafts and discussions, representatives of K&E and Skadden also held a number of teleconferences regarding the Merger Agreement and the other Transaction Documents, as well as having regular contact with their respective clients during this period to keep them informed of the status of the Merger Agreement and the other Transaction Documents and solicit their feedback in connection with these documents. The principal terms of the Merger Agreement being negotiated during such time related to, among other things, (i) the valuation of LTC, (ii) the scope of representations, warranties and covenants of LTC and LCAA, (iii) the applicable conditions and approvals required to consummate the Proposed Business Combination, including a minimum cash condition, (iv) PIPE Financing, the Pre-Closing Financing (as defined below), and potential backstop arrangements, (v) scope of transaction expenses incurred by SPAC to be paid out of SPAC's trust account and expense allocation in connection with termination of the Merger Agreement, and (vi) corporate governance of the combined company following the Proposed Business Combination.

On December 14, 2022, representatives of Skadden and K&E discussed and generally aligned on the proposed transaction structure of the Business Combination.

On December 13, 2022, representatives of K&E circulated an initial draft of the Sponsor Support Agreement to representatives of Skadden, which proposed, among other things, that (i) subject to certain exceptions, any LTC Ordinary Shares held by each Founder Shareholder following the Closing (but not including any LTC Warrants held by the Founder Shareholders following the Closing or any LTC Ordinary Shares underlying such LTC Warrants) would be subject to lock-up for a period of six months following the Closing, and (ii) a most-favored-nation provision (the "Lock-Up MFN") pursuant to which, if any LTC shareholder entered into or was or became subject to an agreement relating to the lock-up of LTC Ordinary Shares in connection with the Mergers on terms and conditions less restrictive than those in the Sponsor Support Agreement then such less restrictive terms and conditions would apply to each Founder Shareholder.

On December 16, 2022, representatives of K&E circulated a revised draft of the Merger Agreement to representatives of Skadden. The revised draft of the Merger Agreement reflected, among other things, (i) revised representations and warranties for both parties (including, in particular, representations and warranties relating to material contracts, intellectual property and data privacy), (ii) revised interim operating covenants for both parties, (iii) the deletion of any backstop arrangement by the Sponsor, (iv) the deletion of a minimum cash condition, (v) that LCAA would be entitled to designate one director to the board of the combined company, (vi) expanded scope of SPAC Transaction Expenses that would not be subject to a cap, and (vii) reimbursement of expenses incurred in connection with the Extension (the "Extension Expenses") upon termination of the Merger Agreement.

On the same day, representatives of Skadden circulated a revised draft of the Sponsor Support Agreement to representatives of K&E, which reflected, among other things, (i) a narrower scope of exceptions to the

lock-up restrictions, (ii) that any LTC Warrants held by the Founder Shareholders following the Closing (or any LTC Ordinary Shares underlying such LTC Warrants) would also be subject to lock-up for a period of six months following the Closing, and (iii) deletion of the Lock-Up MFN.

On December 19, 2022, representatives of Skadden circulated an initial draft of the LTC Shareholder Support Agreement to representatives of K&E, the relevant terms of which substantially mirrored the terms applicable to the Founder Shareholders in the Sponsor Support Agreement.

On December 20, 2022, representatives of K&E circulated a revised draft of the LTC Shareholder Support Agreement to representatives of Skadden, proposing that all LTC shareholders would enter into the LTC Shareholder Support Agreement concurrently with the parties' entry into the Merger Agreement, such that all LTC shareholders would be subject to a six-month lock-up period consistent with the terms of the LOI.

On December 24, 2022, representatives of Skadden circulated a further revised draft of the LTC Shareholder Support Agreement to representatives of K&E, reflecting that only LTC shareholders holding sufficient votes to approve the Proposed Business Combination enter into the LTC Shareholder Support Agreement. On the same day, representatives of Skadden circulated initial drafts of the transaction documents for the Capitalization Plan to representatives of LCAA and K&E.

On December 26, 2022, representatives of Skadden circulated a further revised draft of the Merger Agreement to representatives of K&E, noting that the key commercial terms, including any backstop agreement, the inclusion and amount of a minimum cash condition, expense reimbursement and the composition of the board of the combined company, were subject to further discussion between LCAA and LTC. The revised draft of the Merger Agreement also narrowed the scope of representations and warranties for LTC (including, in particular, representations and warranties relating to material contracts, intellectual property and data privacy).

On December 28, 2022, representatives of K&E circulated a further revised draft of the Merger Agreement to representatives of Skadden, which primarily expanded the scope of representations and warranties of LTC and contemplated additional closing conditions related to the Distribution Agreement. In response to LTC's proposal that only selected LTC shareholders would enter into the LTC Shareholder Support Agreement, the revised draft of the Merger Agreement also included a covenant that LTC would enter into (with respect to certain LTC shareholders, subject to a commercially reasonable efforts standard) separate lock-up agreements with any LTC shareholders that was not party to the LTC Shareholder Support Agreement. On the same day, representatives of K&E also circulated revised drafts of the transaction documents for the Capitalization Plan to representatives of Skadden.

On January 3, 2023, representatives of K&E circulated further revised drafts of the Sponsor Support Agreement and LTC Shareholder Support Agreement to representatives of Skadden, which reflected, among other things, (i) expanded scope of several exceptions to the lock-up restrictions, (ii) exclusion of any LTC Warrants or LTC Ordinary Shares underlying such LTC Warrants from the scope of securities subject to lock-up, and (iii) conforming changes with respect to certain provisions in the two support agreements. The revised drafts also noted that certain commercial terms, including the Lock-Up MFN and the lock-up period for LTC Warrants, were subject to further discussion between LCAA and LTC.

On January 6, 2023, representatives of Skadden circulated a further revised draft of the Merger Agreement to representatives of K&E, which reflected, among other things, (i) a narrower scope of certain representations and warranties of LTC, (ii) a narrower scope of SPAC Transaction Expenses, to be subjected to an unspecified cap, (iii) rejection of closing conditions related to the Distribution Agreement, (iv) a counter-proposal that LTC would reimburse LCAA for the Extension Expenses under a more limited set of circumstances in which the Merger Agreement was terminated and (v) LTC's expectation that additional funding would be raised through financing substantially concurrently with the parties' entry into the Merger Agreement. The draft specified that additional commercial terms remained subject to further discussion between LTC and LCAA.

On January 9, 2023, the LTC Board held a meeting to present to the board members proposals related to the Merger Agreement and other Transaction Documents.

On January 10, 2023, Mr. Howard Steyn, President of LCAA, had an in-person meeting with Mr. Lee from LTC in London to discuss the general status and proposed terms of the potential transactions.

On January 11, 2023, representatives of Skadden circulated a further revised draft of the Sponsor Support Agreement to representatives of K&E, which reflected both the Lock-Up MFN and that any LTC Warrants held by the Founder Shareholders following the Closing (or any LTC Ordinary Shares underlying such LTC Warrants) would all be subject to lock-up for a period of six months following the Closing.

On January 13, 2023, representatives of LCAA circulated to representatives of LTC and Skadden an issues list summarizing the key commercial issues pertaining to the Merger Agreement and the other Transaction Documents. The issues list discussed, among other topics, (i) the potential backstop arrangement, (ii) the specifics of a minimum cash condition, (iii) LCAA's right to nominate director(s) to the board of the combined company , (iv) closing conditions related to the Distribution Agreement, (v) the Lock-Up MFN and the lock-up period for LTC Warrants, (vi) the treatment of SPAC Transaction Expenses, and (vii) reimbursement of Extension Expenses in certain circumstances.

On January 14 and January 15, 2023, representatives of LCAA and LTC held teleconferences (with representatives of K&E and Skadden joining the teleconference on January 14, 2023) to discuss the key commercial issues included on the issues list circulated by representatives of LCAA on January 13, 2023. During such discussions, representatives of LCAA proposed a pre-money equity valuation of $5.5 billion to $6 billion. Additionally, representatives of LCAA and LTC agreed during the teleconferences that LCAA would be entitled to appoint one director to the board of the combined company.

Following the parties' discussion on January 15, 2023, representatives of K&E circulated an updated issues list to representatives of LTC and Skadden, which reflected proposals from LCAA that, among other things, (i) LTC would use commercially reasonable efforts to secure additional financing (the "Pre-Closing Financing") following the parties' entry into the Merger Agreement, in addition to PIPE Financing; (ii) minimum cash required as a closing condition to the Transactions would be subject to downward adjustment based upon the SPAC Shareholder Redemption Amount; and (iii) that each of LCAA and LTC would share the responsibility for the Extension Expenses if the Merger Agreement was terminated under certain circumstances (including circumstances that are caused by neither LCAA's nor LTC's fault).

From January 15 to January 18, 2023, representatives of LTC proposed to representatives of LCAA, and representatives of LTC and LCAA discussed, that (i) following the Closing, representatives of the Sponsor use commercially reasonable efforts to facilitate business collaboration between LTC and entities holding brands that may be approved by LTC from time to time (the "Business Collaboration"); and (ii) a portion of the SPAC Class B Ordinary Shares held by Sponsor as of the date of the Merger Agreement (the "Sponsor Shares") be subject to forfeiture or earn-out (the "Sponsor Shares Forfeiture/Earn-out") in connection with the Business Collaboration and participation in the PIPE Financing by affiliates of Sponsor that may be approved by LTC from time to time (the "Sponsor Affiliate PIPE Investment").

On January 18, 2023, the LCAA Board held a teleconference to provide the board members with an update on the Proposed Business Combination, which was also attended by management of LCAA, representatives of *L* Catterton, representatives of K&E and representatives of Mourant Secretaries (Cayman) Limited. The LCAA Board received an update from representatives of *L* Catterton and K&E regarding, and disussed, the status of negotiation of the Merger Agreement and related Transaction Documents, including the request from LTC regarding the Sponsor Shares Forfeiture/Earn-out. The LCAA Board also reviewed and discussed the investor presentation prepared by the parties' advisors that LCAA and LTC proposed to use in connection with the PIPE Financing and the financial projections of LTC and assumptions underlying the valuation of LTC reflected in the Merger Agreement. For further details on the financial projections and the valuation of LTC reviewed by the LCAA Board in connection with their evaluation of the Proposed Business Combination, see the section in this proxy statement/prospectus entitled "Summary of LCAA's Financial and Valuation Analysis."

On the same day, Mr. Chen, Mr. Bhagat, Mr. Jin, together with other representatives of LCAA, further discussed outstanding commercial issues under the Merger Agreement with Mr. Feng, Mr. Lee and other representatives of LTC, through teleconferences and in-person meetings. The parties agreed on, among other things, (i) a pre-money equity valuation of $5.5 billion, (ii) the inclusion of a covenant for Pre-Closing

Financing, (iii) the minimum cash condition as proposed by LCAA (with any downward adjustments connected to the SPAC Shareholder Redemption Amount subject to further discussions), (iv) not including a backstop agreement, and (v) not including closing conditions related to the Distribution Agreement. Later the same day, representatives of K&E circulated language for a draft covenant regarding Business Collaboration for inclusion in the Sponsor Support Agreement to representatives of LTC and Skadden.

On January 19, 2023, representatives of LCAA and LTC further discussed open commercial terms along with terms related to the potential Sponsor Shares Forfeiture/Earn-out. During these discussions, the parties agreed, among other things, (i) that the minimum cash condition would not be subject to downward adjustment in connection with the SPAC Shareholder Redemption Amount, (ii) that any LTC Warrants held by the Founder Shareholders following the Closing (or any LTC Ordinary Shares underlying such LTC Warrants) would be subject to a six-month lock-up period, subject to certain exceptions, (iii) that the Sponsor Shares Forfeiture/Earn-out will be included in the Sponsor Support Agreement and tied to conditions related to the Business Collaboration or the Sponsor Affiliate PIPE Financing, with the specific terms (including the amount of the Sponsor Shares subject to such arrangement) of such forfeiture or earn-out to be determined, and (vi) on the reimbursement of the Extension Expenses. Representatives of K&E circulated a revised draft of the Merger Agreement on the same day, and on January 20, 2023, circulated a revised draft of the Sponsor Support Agreement, to representatives of Skadden reflecting these terms.

On the same day, representatives of Skadden circulated further revised drafts of the transaction documents for the Capitalization Plan to representatives of LCAA and K&E, reflecting feedback from representatives of Geely and Etika.

On January 23, 2023, representatives of K&E circulated a further revised draft of the Merger Agreement to representatives of Skadden reflecting the removal of a cap from SPAC Transaction Expenses. During the period from January 23, 2023 to January 31, 2023, representatives of K&E and Skadden exchanged multiple drafts of and finalized the Merger Agreement, the Sponsor Support Agreement and the other Transaction Documents.

On January 27, 2023, following discussions between LTC with Geely and Etika, respectively, regarding the proposed call option arrangement for the Capitalization Plan, representatives of LTC proposed to representatives of LCAA that, rather than granting LTC a call option, each of Geely and Etika be granted a put option to sell their equity interests in Lotus Advance Technology Sdn Bhd (or such other entity holding the equity interests in LGIL at the time when the call options are exercised) to LTC. The exercise of the put option would be subject to the condition that the total number of vehicles sold by the LGIL group in 2024 exceeds 5,000. Following additional communications that same day, LCAA agreed to the change from the call option arrangement to the put option arrangement. On the same day, representatives of Skadden circulated drafts of the Put Option Agreements to representatives of LCAA and K&E, reflecting the foregoing change in option arrangement. Subsequently and up until the execution of the Put Option Agreements on January 31, 2023, some final comments were exchanged between representatives of Skadden and K&E.

Also on January 27, 2023, Mr. Feng and Mr. Lee from LTC and Mr. Bhagat and Mr. Jin from LCAA discussed the next steps for the Proposed Business Combination and set January 31, 2023 as the target signing date.

On January 30, 2023, CS and LCAA entered into an engagement letter, pursuant to which LCAA engaged CS as its exclusive capital markets advisor.

On January 31, 2023, DB and Lotus Tech entered into an engagement letter, pursuant to which Lotus Tech engaged DB as its financial advisor.

On January 31, 2023, CS and LCAA entered into a letter agreement to amend the Underwriting Agreement, dated March 10, 2021, between LCAA and CS to reduce the deferred underwriting fee payable to CS to an amount equal to the greater of (i) $5,000,000 and (ii) 3.5% of the cash amounts in the trust account immediately prior to the Closing after deducting the SPAC Shareholder Redemption Amount.

On January 31, 2023 (after the stock market closed in the United States on January 30, 2023), the LCAA Board held a meeting telephonically in which representatives of *L* Catterton and K&E were also in attendance. Representatives of K&E reviewed with the LCAA Board the structure and terms of the Proposed Business

Combination, including the terms of the Merger Agreement, the Distribution Agreement, the Put Option Agreements and other definitive agreements. The LCAA Board also discussed potential issues and the relative likelihood of risks that may arise with respect to potential Business Combination. The LCAA Board concluded that the Proposed Business Combination with LTC was the best potential business combination for LCAA based on its evaluation of LTC and Other Potential Targets. In reaching this conclusion, the LCAA Board took into account the criteria utilized by LCAA to evaluate acquisition opportunities, and determined that the potential business combination met such criteria and was being accomplished under terms attractive to LCAA and its shareholders. After discussion, the LCAA Board unanimously resolved that, among other things, LCAA's entry into the Merger Agreement, the other Transaction Documents and the transactions contemplated thereby be approved. On the same day, the LTC Board approved LTC's entry into the Merger Agreement and the related documents and agreements, and the respective board of Merger Sub 1 and Merger Sub 2 approved their respective entry into the Merger Agreement.

Subsequently on January 31, 2023, the parties executed the Merger Agreement, the Sponsor Support Agreement, the LTC Shareholder Support Agreement, the Distribution Agreement and the Put Option Agreements.

Following the execution of the Merger Agreement, before the stock market opened in the United States on January 31, 2023, LCAA and LTC issued a joint press release announcing the parties' entry into the Proposed Business Combination. On the same day after the stock market closed in the United States, LCAA filed with the SEC a Current Report on Form 8-K announcing the parties' entry into the Merger Agreement, the Sponsor Support Agreement, the LTC Shareholder Support Agreement, the Distribution Agreement and the Put Option Agreements, attaching as exhibits the Merger Agreement, the other applicable Transaction Documents, the joint press release and the investor presentation prepared by members of the LCAA and LTC management teams and their respective representatives and advisors.

On February 19, 2023, CS, DB and Lotus Tech entered into an engagement letter, pursuant to which Lotus Tech engaged CS and DB to act as its joint placement agents in connection with the proposed PIPE Financing, and DB to act as its capital markets advisor in connection with the proposed Business Combination.

LCAA Board of Directors' Reasons for the Business Combination

After careful consideration, the LCAA Board, at a meeting held on January 31, 2023, unanimously determined that the form, terms and provisions of the Merger Agreement, including all exhibits and schedules attached thereto, are in the best interests of LCAA, adopted and approved the Merger Agreement and the transactions contemplated thereby, determined to recommend to LCAA's shareholders that they approve and adopt the Merger Agreement and approve the Business Combination and the other matters proposed in this proxy statement/prospectus and determined that the foregoing be submitted for consideration by LCAA's shareholders at the meeting. When you consider the recommendation of the LCAA Board, you should be aware that LCAA's directors may have interests in the Business Combination that may be different from, or in addition to, the interests of LCAA's shareholders generally. These interests are described in the section entitled "— Interests of LCAA's directors and officers in the Business Combination."

The LCAA Board unanimously recommends that shareholders vote "FOR" the Business Combination Proposal, "FOR" the Merger Proposal and "FOR" an Adjournment Proposal if an Adjournment Proposal is presented to the meeting.

In evaluating the Business Combination, LCAA and members of the LCAA Board consulted with its legal counsel and financial, accounting and other advisors, as well as members of Lotus Tech management. In determining that the terms and conditions of the Merger Agreement and the transactions contemplated thereby are in LCAA's best interests, the LCAA Board considered and evaluated a number of factors, including, but not limited to, the factors discussed below. In light of the number and wide variety of factors considered in connection with its evaluation of the Merger Agreement and the transactions contemplated thereby, the LCAA Board did not consider it practicable to, and did not attempt to, quantify or otherwise assign relative weights to the specific factors that the LCAA Board considered in reaching its determination and supporting its decision. The LCAA Board viewed its decision as being based on all of the information available and the factors presented to and considered by the LCAA Board. In addition, individual directors

may have given different weight to different factors. The LCAA Board realized that there can be no assurance about future results, including results considered or expected as disclosed in the following reasons. This explanation of the LCAA Board's reasons for the Business Combination and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed under "— Forward-Looking Statements." The members of the LCAA Board are well qualified to evaluate the Business Combination. The LCAA Board and LCAA's management collectively have extensive transactional experience, particularly in the consumer technology sectors. A detailed description of the experience of LCAA's directors and officers is included in the section of this proxy statement/prospectus entitled "Information about LCAA."

The LCAA Board considered a wide variety of factors pertaining to the Merger Agreement and the transactions contemplated thereby. Before reaching its decision to approve the Business Combination, the LCAA Board considered the results of due diligence conducted by LCAA's management and by LCAA's legal, financial and other advisors, which included, among other things:

- extensive meetings with Lotus Tech's management team and representatives regarding operations, regulatory compliance and financial prospects, among other customary due diligence matters;
- research on the markets of battery electric vehicles (BEV), including review of industry-related financial information and consultation with industry experts;
- review of Lotus Tech's business model and historical audited and unaudited financial statements, among other financial information;
- assessment of Lotus Tech's business strategies and outlook;
- review of financial projections provided by Lotus Tech's management and the assumptions underlying those projections;
- review of Lotus Tech's business relationships and material contracts, including material contracts related to previous rounds of financing, strategic cooperation, intellectual property and information technology;
- assessment of Lotus Tech's readiness to operate as a publicly-traded company; and
- review of reports related to tax, financial, legal and business diligence prepared by external advisors.

In reaching its unanimous resolutions as described above, the LCAA Board considered a variety of factors, including, but not limited to, the following:

- ***Commercial Rationale****.*
  - *Early Mover in the Modern Sustainable Luxury BEV Market.* Lotus Tech targets the most attractive price segment and key regions within the global luxury BEV market and is well positioned to capitalize on the rapid growth of the global luxury BEV market and address market white space by offering a portfolio of BEV models.
  - *Iconic Brand with Racing Heritage*. "Lotus" is a leading sports car brand signifying innovation, driving performance and engineering prowess.
  - *Proprietary Next-Generation Technology Built on World-Class R&D Capabilities*. Lotus has consistently been a technological pioneer in the automotive industry over the past seven decades. Leveraging on this experience, Lotus Tech's pioneering powertrain, design and software technologies are best placed to support its BEV transformation.
  - *Asset-light Business Model Supported by Geely Ecosystem* . Lotus Tech adopts an asset light business model, which has been proved by Geely's successful track record of seeding multiple BEV brands with attractive financial profiles.
  - *Unrivalled Focus on Sustainability Targeting Fully-Electric Product Portfolio.* Being at the forefront of electrification and decarbonization, Lotus Tech leads the electrification transformation of luxury car segment. It targets to achieve carbon-neutrality by 2038.

- *Luxury Retailing Experience and Digital-First, Omni-Channel Sales Model.* Lotus Tech operates premium stores in high-footfall locations combined with omni-channel sales model to provide personalized and exclusive service.
- *Global, Experienced and Visionary Leadership.* Lotus Tech has a pioneering, tech-forward and design-led executive team.
- *Synergies from Business Collaboration with* L*Catterton.* The potential for Lotus Tech to benefit from *L* Catterton's consumer insights and brand building expertise, as well as for Lotus Tech and *L* Catterton to explore brand collaboration opportunities.

- ***Financial Condition***. Lotus Tech's historical financial results, outlook and business and financial plans, as well as the financial profiles of publicly traded companies in the BEV industry, and certain relevant publicly available information, which indicated that Lotus Tech is well-positioned in its industry for strong potential future growth.
- ***Experienced and Proven Management Team***. Lotus Tech's management team, with their deep technology, operations and EV experience and proven track record, is expected to remain with the Combined Company following the Closing, and accordingly the diversified and complementary skill sets and expertise of the Lotus Tech management team will continue to support Lotus Tech's strategic growth.
- ***Public Company Readiness***. The readiness of Lotus Tech to operate in the scrutiny of public markets, with strong management, corporate governance and reporting policies in place.
- ***Results of Due Diligence***. Extensive due diligence review and interviews with Lotus Tech's management and financial, legal and other advisors were conducted by LCAA, including relating to Lotus Tech's business, industry dynamics, financial results, projected growth, material contracts and regulatory compliance.
- ***Reasonable Valuation***. Lotus Tech's implied valuation and growth potential following the Business Combination relative to certain selected publicly-traded companies in the same sector was favorable to LCAA.
- ***Negotiated Terms of the Merger Agreement***. The terms and conditions of the Merger Agreement were fair, advisable and in the best interests of LCAA and LCAA's shareholders and were the product of arm's-length negotiations between the parties.
- ***Shareholder Approval***. In connection with the Business Combination, LCAA's shareholders have the option to (i) become shareholders of the Combined Company, (ii) sell their shares in the open market, or (iii) with the exception of certain shareholders who have agreed not to exercise their redemption rights, redeem their shares for the per share amount held in the trust account of LCAA.
- ***Certainty of Closing of the Business Combination***. On the basis that (i) the closing of the Business Combination is not subject to regulatory review, report or pre-approval pursuant to the applicable anti-trust or competition laws in effect as of the date hereof in the jurisdictions where Lotus Tech has business operations, which reduces the uncertainty and regulatory risks in connection with completing the Business Combination; and (ii) shareholders holding 78.59% of the issued and outstanding shares of Lotus Tech as of the date of the Merger Agreement have entered into the LTC Shareholder Support Agreement agreeing to vote in favor of the transactions contemplated by the Merger Agreement, the Business Combination is expected be consummated pursuant to the terms and conditions of the Merger Agreement.
- ***Value to LCAA Shareholders***. The final transaction terms, as reflected in the Merger Agreement, adjusted the pre-money equity valuation of Lotus Tech from the $7-10 billion range included in the letter of intent entered into by Lotus Tech and LCAA to $5.5 billion, reflecting a strategic decision to drive long-term value creation for all LCAA's shareholders, who would as a result own a larger portion of the Combined Company.
- ***Substantial Post-Closing Economic Interest in the Combined Company***. If the Business Combination is consummated, LCAA's shareholders (other than LCAA's shareholders that sought redemption of their shares) would have a substantial economic interests in the Combined Company, and as a result

would have a continuing opportunity to benefit from the success of the Combined Company following the consummation of the Business Combination.

- ***Lock-Up***. Certain significant shareholders of Lotus Tech have agreed to be subject to lock-up restrictions for six months with respect to the shares they will hold in the Combined Company.
- ***Support of Key LTC Shareholders***. Shareholders holding 78.59% of the issued and outstanding shares of Lotus Tech as of the date of the Merger Agreement entered into the LTC Shareholder Support Agreement, demonstrating such LTC shareholders' support of the Business Combination. See the section of this proxy statement/prospectus entitled "— Agreements Entered into in Connection with the Business Combination — LTC Shareholder Support Agreement" for additional information.
- ***Independent Director Role***. The LCAA Board is comprised of a majority of independent directors who are not affiliated with the Sponsor and its affiliates. In connection with the Business Combination, LCAA's independent directors, Mr. Sanford Martin Litvack, Mr. Frank N. Newman and Mr. Anish Melwani, actively considered the proposed terms of the Business Combination, including the Merger Agreement and the other Transaction Documents, and unanimously approved, as members of the LCAA Board, the Merger Agreement and the Business Combination.
- ***Other Alternatives***. After a review of other business combination opportunities reasonably available to LCAA, as more fully described in the section of this proxy statement/prospectus entitled "—Background of the Business Combination," the proposed Business Combination represents the best potential business combination for LCAA based on its evaluation of Lotus Tech and other potential acquisition targets, and the process utilized to evaluate and assess other potential acquisition targets has not presented a better alternative.

The LCAA Board also considered a variety of uncertainties and risks and other potentially negative factors concerning the Business Combination, including, but not limited to, the following:

- *Future Financial Performance.* The risk that future financial performance may not meet expectations due to factors within or out of Lotus Tech's control, including due to economic cycles and macroeconomic factors.
- *Profitability.* Lotus Tech has not been profitable since its inception and additional investment by Lotus Tech in production ramp-up of Eletre, expansion of sales and servicing network, design and testing of new models, and research and development to further expand its business may not result in revenue increases or positive net cash flow on a timely basis, or at all.
- *Competition.* Competition in the luxury BEV industry is intense, which may cause reductions in the price Lotus Tech can charge or the demand Lotus Tech can generate for its products, thereby potentially lowering Lotus Tech's profits.
- *Loss of Key Personnel.* Key personnel in the BEV industry are vital and competition for such personnel is intense. The loss of any key personnel could be detrimental to Lotus Tech's operations.
- *Macroeconomic Risks.* Macroeconomic uncertainty and the effects it could have on Lotus Tech's revenues.
- *Benefits Not Achieved.* The risk that the potential benefits of the Business Combination may not be fully achieved, or may not be achieved within the expected timeframe.
- *Shareholder Vote.* The risk that the LCAA's shareholders may fail to provide the votes necessary to approve the Business Combination.
- *Termination Date.* The risk that the Business Combination may not be consummated by March 15, 2024, on which date the Merger Agreement may be terminated.
- *Liquidation of LCAA.* The risks and costs to LCAA if the Business Combination is not completed, including the risk of diverting management focus and resources from other business combination opportunities, which could result in LCAA being unable to effect a business combination by the Extended Business Combination Deadline, and force it to liquidate and the LCAA Warrants to expire worthless.

- *Fees and Expenses.* The significant fees and expenses associated with completing the Business Combination, and the substantial time and effort of the respective management teams of LCAA and Lotus Tech required to complete the Business Combination.
- *Litigation.* The possibility of litigation challenging the Business Combination or that an adverse judgment granting permanent injunctive relief could indefinitely enjoin consummation of the Business Combination.
- *Exclusivity.* The fact that the Merger Agreement includes an exclusivity provision that prohibits LCAA from soliciting other business combination proposals, which restricts LCAA's ability to consider other potential business combinations prior to the termination of the Merger Agreement by its terms.
- *No Survival of Remedies for Breach of Representations, Warranties or Covenants of Lotus Tech.* The risk that LCAA will not have any surviving remedies against Lotus Tech after the Closing to recover for losses as a result of any inaccuracies or breaches of Lotus Tech's representations, warranties or covenants set forth in the Merger Agreement. As a result, LCAA's shareholders could be adversely affected by, among other things, a decrease in the financial performance or worsening of financial condition of Lotus Tech prior to the Closing without any ability to recover for the amount of any damages, even though this structure was appropriate and customary in light of the fact that similar transactions include similar terms.
- *Financing.* No Pre-Closing Financing or PIPE Financing has been committed as of the date of the Merger Agreement.
- *No Fairness Opinion.* The LCAA Board did not obtain a fairness opinion from a bank stating that the consideration to be paid in the Business Combination was fair to LCAA shareholders from a financial point of view.
- *Redemption Risk.* The risk that a significant number of LCAA's shareholders may elect to redeem their shares prior to the consummation of the Business Combination pursuant to the LCAA Articles, which may potentially make the Business Combination more difficult to complete, or result in the failure to satisfy certain conditions to the consummation of the Business Combination.
- *LCAA Shareholders Holding Minority Position in the Combined Company.* The risk that existing LCAA's shareholders will hold a minority position in the Combined Company following consummation of the Business Combination, which will limit existing LCAA's shareholders' ability to influence the outcome of important transactions, including a change in control.
- *Closing Uncertainty.* The risk that the Business Combination might not be consummated in a timely manner or at all, despite LCAA's efforts, given that the consummation of the Business Combination is conditioned on the satisfaction of certain closing conditions that are not within LCAA's control.
- *Listing Risks.* The challenges associated with preparing Lotus Tech, a privately held entity, for the applicable disclosure, controls and listing requirements to which the Combined Company will be subject as a publicly traded company on Nasdaq.
- *Risks Related to the Global Distribution Platform.* The risk that the global distribution functions of LGIL might not be successfully combined with Lotus Tech pursuant to the Distribution Agreement in connection with the proposed Business Combination.
- *Risks Related to the Put Option Agreements.* The risk that the exercise of the put option which requires Lotus Tech to purchase the equity interests held by affiliates of Geely and Etika in Lotus Advance Technologies Sdn Bhd may represent a significant financial obligation for the Combined Company.
- *Risks Related to Lotus Tech's Strategic Partnerships and Lotus Tech's Business in China.* The risks associated with Lotus Tech's reliance on manufacturing facilities that are based in China and owned by Geely, and Lotus Tech's strategy to target China as a key market, as well as the risks associated with Lotus Tech being unable to maintain its strategic partnership with Geely.
- *Other Risks.* Various other risks associated with Lotus Tech business, as described in the section entitled "— Risk Factors" appearing elsewhere in this proxy statement/prospectus.

In addition to considering the factors described above, the LCAA Board also considered that:

- *Interests of Certain Persons.* Some of LCAA's officers and directors may have interests in the Business Combination as individuals that are in addition to, and that may be different from, the interests of LCAA's shareholders (see "— Interests of LCAA's Directors and Officers in the Business Combination").

The LCAA Board concluded that the potential benefits it expected LCAA and its shareholders to achieve as a result of the Business Combination outweighed the potentially negative factors associated with the Business Combination. Accordingly, the LCAA Board unanimously determined that the Merger Agreement and the Business Combination were advisable, fair and in the best interests of LCAA and its shareholders.

Summary of LCAA's Financial and Valuation Analysis

The following is a summary of the material financial and valuation analyses presented to and considered by the LCAA Board in connection with the valuation of Lotus Tech in the Business Combination. The summary set forth below does not purport to be a complete description of the financial and valuation analyses reviewed or factors considered by LCAA's management, nor does the order of the financial analyses described represent the relative importance or weight given to those financial analyses by the LCAA Board. LCAA may have deemed various assumptions more or less probable than other assumptions. Some of the summaries of the financial analyses set forth below include information presented in tabular format. Considering the data in the tables specified below without considering all financial analyses or factors or the full narrative description of such analyses or factors, including the methodologies and assumptions underlying such analyses or factors, could create a misleading or incomplete view of the processes underlying LCAA's financial analyses and the recommendation of the LCAA Board.

The valuation analyses considered by the LCAA Board were conducted based upon numerous material assumptions with respect to, among other things, the market size, commercial efforts, industry performance, general business and economic conditions and numerous other matters, many of which are beyond the control of LCAA, Lotus Tech or any other parties to the Business Combination. None of LCAA, Lotus Tech or any other person assumes responsibility if future results are materially different from those discussed. Any estimates contained in these analyses are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than as set forth below. In addition, analyses relating to the value of Lotus Tech do not purport to be appraisals or reflect the prices at which shares of Lotus Tech may actually be valued or traded at in the open market after the consummation of the Business Combination. Accordingly, the assumptions and estimates used in, and the results derived from, the financial analysis are inherently subject to substantial uncertainty. The following quantitative information, to the extent that it is based on market data, is not necessarily indicative of current market conditions.

Comparable Company Analysis

For the valuation analyses, the LCAA Board considered two comparable company sets: (a) BEV companies and (b) luxury OEMs.

The table below sets forth the comparable companies selected as part of the financial analyses of Lotus Tech.

Comparable Company	Description
BEV companies	
Tesla Inc. ("Tesla")	Tesla engages in the design, development, manufacture, and sale of fully electric vehicles and energy generation and storage systems. Tesla's passenger car portfolio includes Model S, Model 3, Model X and Model Y.
Lucid Group, Inc. ("Lucid")	Lucid is a technology and automotive company that designs, engineers and builds electric vehicles, EV powertrains and battery systems. Lucid started the

Comparable Company	Description
	delivery of its EV model, Lucid Air, in October 2021.
Polestar Automotive Holding UK Plc ("Polestar")	Polestar is a premium electric performance car brand headquartered in Sweden and established by Volvo Cars and Geely in 2017. Polestar's product portfolio includes Polestar 1 and Polestar 2.
NIO Inc. ("NIO")	NIO designs, jointly manufactures, and sells premium electric vehicles. NIO's passenger car product portfolio includes ET7, ET5, ES8, ES7, ES6, EC7 and EC6.
Luxury OEMs	
Ferrari N.V. ("Ferrari")	Ferrari engages in the design, engineering, production and sale of luxury performance sports cars. Ferrari's product portfolio includes the F12 Berlinetta, 488 GTB, 488 Spider, 458 Speciale, LaFerrari, etc.
Porsche AG ("Porsche")	Porsche is a luxury automotive designer and manufacturer whose product portfolio includes the 911, the Taycan, the Macan, the Cayenne, the Panamera and the 718.
Aston Martin Lagonda Global Holdings Plc ("Aston Martin")	Aston Martin design and produces luxury sports models including the Vantage, DB11, DBS, DBX, Valkyrie, etc.

The LCAA Board considered the following selection criteria to determine the comparable companies of Lotus Tech: (i) the nature of products offered, including body type, power system, configuration, and price segment, (ii) the existing product portfolio coverage and launch schedule of future products, (iii) the business model / revenue stream similarity, (iv) heritage and brand influence, (v) growth profile, and (vi) profitability profile. These companies have a high degree of similarity to Lotus Tech with respect to the above factors and are therefore included in the list of comparable companies. These companies were further categorized into two groups based on detailed intra-similarities as summarized below:

BEV companies: companies in this group share similarities with Lotus Tech mainly from the following perspectives:

- *Focusing on BEV Products.* These companies are all focused on the production and sale of BEVs, with the goal of promoting sustainability. Although Lotus Tech is currently still selling ICE models designed and manufactured by LGIL, its future revenue is expected to be mostly generated from BEV sales. Additionally, Lotus Tech is expected to achieve 100% BEV production by 2027.
- *Advanced Technology*. The vehicle models of each of these companies are equipped with cutting-edge technologies, including advanced battery systems, charging infrastructure, and autonomous driving capabilities.
- *Growth Profile*. Each of the companies are expected to experience significant growth in the next few years, supported by production expansion, entry into new markets as well as launch of new models.
- *Profitability Profile*. These companies are all considered to be new entrants in the automotive market compared with the luxury OEMs. Lucid, Polestar and NIO, in particular, are currently loss-making, similar to Lotus Tech.

Luxury OEMs: companies in this group share similarities with Lotus Tech mainly from the following perspectives:

- *Heritage.* These companies all have a long and rich history of producing high-quality sports cars, with Ferrari and Porsche being established in the 1940s and Aston Martin in the early 1900s.
- *Featured High-Performance Products*. These companies are known for producing high-performance sports cars that are capable of delivering exceptional speed, agility, and handling.

- *Strong and Well Recognised Brand*. All these brands are considered to be among the most recognizable and desirable luxury car brands in the world with high customer loyalty.
- *Pricing*. These companies all operate under luxury brands, and as such, their vehicles are priced accordingly. They are generally considered to be the suppliers of some of the most expensive sports cars available in the market.

Operational Benchmarking

The LCAA Board considered the estimated revenue growth rate, gross margin and EBITDA margin of Lotus Tech compared against each of the comparable companies in the two comparable company groups. These were based on Wall Street analyst consensus forecasts for 2023, 2025, and 2025 calendar years, respectively. All of these calculations were performed and based on publicly available information as of January 30, 2023. The estimated revenue growth rate, gross margin and EBITDA margin are summarized in the table below:

Comparable Company	Revenue CAGR 2023E-2025E	Gross Margin 2024E	Gross Margin 2025E	EBITDA margin 2025E
Lotus Tech	~90.0%	~18.0 – 20.0%	~21.0 – 23.0%	>5.0%
Tesla	25.0%	24.3%	25.1%	22.6%
Lucid	79.2%	9.6%	15.7%	2.2%
Polestar	65.5%	8.1%	14.1%	4.8%
NIO	39.9%	18.6%	21.1%	8.9%
Ferrari	8.0%	50.0%	52.4%	37.5%
Porsche	5.9%	28.6%	29.2%	26.6%
Aston Martin	9.0%	37.7%	39.5%	22.4%

Valuation Benchmarking

The LCAA Board considered the estimated total enterprise value/sales multiples of Lotus Tech compared against each of the comparable companies in the two comparable company groups. These were based on Wall Street analyst consensus forecasts for 2024 and 2025 calendar years, respectively. All of these calculations where performed and based on publicly available information as of January 30, 2023. The estimated total enterprise value/sales multiples are summarized in the table below:

Comparable Company	Enterprise value / 2024E sales	Enterprise value / 2025E sales
Lotus Tech	~0.9x	~0.6x
Tesla	4.5x	3.8x
Lucid	4.4x	2.5x
Polestar	1.1x	0.9x
NIO	1.0x	0.7x
Ferrari	9.8x	9.1x
Porsche	2.5x	2.4x
Aston Martin	1.4x	1.3x

Based on the data above and LCAA's view of the opportunities and challenges faced by Lotus Tech, the LCAA Board considered that Lotus Tech's enterprise value as multiples of estimated 2024 and 2025 revenue represented an attractive valuation, as both multiples are significantly lower than the enterprise value as multiples of estimated 2024 and 2025 revenue of the two sets of comparable companies. The results of the above-referenced analyses supported the LCAA Board's determination that, based on a number of factors, it was fair, advisable and in the best interests of LCAA and LCAA's shareholders to enter into the Merger Agreement and the other applicable Transaction Documents, and to consummate the Transactions.

Certain Prospective Operational and Financial Information

Prior to the LCAA Board's approval of the Business Combination and the execution of the Merger Agreement and related agreements, at the request of LCAA for management materials as part of its due diligence and evaluation process, Lotus Tech provided LCAA with certain internally prepared forecasts, including estimates for revenue and gross profit for calendar years 2023 to 2025, and EBITDA margin for calendar year 2025. This prospective financial information was not prepared with a view toward compliance with published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information, or U.S. GAAP with respect to forward looking financial information. As a private company, Lotus Tech does not, as a matter of course, make public projections as to future performance, revenues, earnings, or other results of operations. The forecasts were previously prepared and solely for internal reference, capital budgeting and other management purposes. The forecasts are subjective in many respects and therefore susceptible to varying interpretations and the need for periodic revision based on actual occurrence and business developments, and were not intended for third-party use, including by investors or equity or debt holders.

This summary of the forecasts is being provided here solely to disclose information that was provided to LCAA in the course of its evaluation of Lotus Tech and is not being included in this proxy statement/prospectus to influence your decision whether to vote in favor of any proposal. None of Lotus Tech, LCAA or their respective affiliates, advisors, officers, directors, partners or representatives can give you any assurance that actual results will not differ from the forecasts, and none of them undertake any obligation to update or otherwise revise or reconcile the forecasts to reflect circumstances existing after the date the forecasts were generated, or to reflect the occurrence of future events even in the event that any or all of the assumptions underlying the forecasts are shown to be erroneous, in each case, except as may be required under applicable law.

While presented with numerical specificity, these forecasts were based on numerous variables and assumptions known to Lotus Tech at the time of preparation. These variables and assumptions are inherently uncertain and many are beyond the control of Lotus Tech. Important factors that may affect actual results and cause the forecasts to not be achieved include, but are not limited to, risks and uncertainties relating to the businesses of Lotus Tech (including, among other things, its ability to achieve strategic goals, objectives and targets, its ability to execute product development and delivery plans, its ability to maintain and strengthen its brand, in each case, over applicable periods), industry performance, the competitive environment, changes in technology, general business and economic conditions and other factors described or referenced under the sections entitled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements." The forecasts also reflect assumptions as to certain business strategies or plans that are subject to change. Assumptions underlying the forecasts may prove to not have been, or may no longer be, accurate. As a result, the inclusion of the forecasts in this proxy statement/prospectus should not be relied on as "guidance" or otherwise indicative or predictive of actual future events. The forecasts may not be realized, and actual results may be significantly higher or lower than projected in the forecasts or otherwise differ materially from the forecasts. For all of these reasons, the forward-looking financial information described below and the assumptions upon which they are based (i) are not guarantees of future results, (ii) are inherently speculative, and (iii) are subject to a number of risks and uncertainties, and readers of this proxy statement/prospectus are cautioned not to rely on them.

EBITDA margin is a non-GAAP financial measure that should not be considered in isolation from, as a substitute for, or superior to, financial information presented in compliance with US GAAP. Lotus Tech believes EBITDA margin in the forecasts facilitates better understanding of Lotus Tech's operating results and provide Lotus Tech's management with a better capability to plan and forecast future periods. EBITDA margin as used by LCAA and Lotus Tech may not be comparable to similarly titled amounts used by other companies. Financial measures provided to a financial advisor in connection with a business combination transaction are excluded from the definition of non-GAAP financial measures and therefore are not subject to SEC rules regarding disclosures of non-GAAP financial measures, which would otherwise require a reconciliation of a non-GAAP financial measure to a US GAAP financial measure. Accordingly, Lotus Tech is not providing a reconciliation of EBITDA margin for the full year 2025 to the most directly comparable financial measure prepared in accordance with US GAAP because Lotus Tech is unable to provide this reconciliation without unreasonable effort due to the uncertainty and inherent difficulty of predicting the occurrence, the financial impact, and the periods in which the adjustments may be recognized.

The forecasts, including revenue, gross profit and EBITDA are forward-looking statements that are based on growth assumptions that are inherently subject to significant uncertainties and contingencies, many of which are beyond Lotus Tech's control. Lotus Tech has not warranted the accuracy, reliability, appropriateness or completeness of the forecasts to anyone, including LCAA. Neither Lotus Tech's management nor any of its representatives has made or makes any representation to any person regarding the ultimate performance of Lotus Tech compared to the information contained in the forecasts. The combined company will not refer back to the forecasts in future periodic reports filed under the Exchange Act following the Business Combination.

The prospective financial information included in this document has been prepared by, and is the responsibility of, Lotus Tech's management. Neither Lotus Tech's independent registered public accounting firm, KPMG Huazhen LLP, nor any other independent accountants, have audited, reviewed, examined, compiled nor applied agreed-upon procedures with respect to the prospective financial information contained herein. Accordingly, KPMG Huazhen LLP does not express an opinion or any other form of assurance with respect thereto. The audit reports included in this proxy statement/prospectus relate to historical financial information. They do not extend to the prospective financial information and should not be read to do so.

The following table presents the selected forecasted financial information that LCAA management reviewed with the LCAA Board and which was used by LCAA in connection with the financial analysis summarized in the section entitled "— Summary of LCAA's Financial and Valuation Analysis":

	Year Ended December 31,		
	2023E	**2024E**	**2025E**
	(US$, in billions, except otherwise stated)		
Revenues	~2.2 – 2.5	~6.2 – 6.6	~8.5 – 8.9
Gross Profit	~0.3 – 0.4	~1.1 – 1.3	~1.8 – 2.0
Gross Margin	~14.0% – 16.0%	~18.0% – 20.0%	~21.0% – 23.0%

In addition, the LCAA Board was also provided with the prospective financial information that Lotus Tech was expected to achieve positive EBITDA margin of over 5% in 2025.

Lotus Tech cautions investors that amounts presented in accordance with the definition of EBITDA may not be comparable to similar measures disclosed by other issuers, because not all issuers calculate EBITDA in the same manner. EBITDA should not be considered as an alternative to net profit or any other performance measures derived in accordance with GAAP or as an alternative to cash flows from operating activities as a measure of Lotus Tech's liquidity.

Lotus Tech prepared its forecasts based on a variety of sources, including inputs and market data from third-party data providers, work with external consultants, and management's experience in the automotive and technology sectors. Lotus Tech has a limited operating history and Lotus Tech's forecasts do not reflect historic operating trends. In general, Lotus Tech's financial projections for the years ending December 31, 2023 through 2025 reflect numerous assumptions, including assumptions with respect to the general business, economic, market and regulatory environment in which it operates and various other factors, all of which are difficult to predict and many of which are beyond Lotus Tech's control as discussed in "Risk Factors," "Lotus Tech's Management's Discussion and Analysis of Financial Condition and Results of Operations" and "— Cautionary Note Regarding Forward-Looking Statements." The Lotus Tech prospective financial information was prepared using several assumptions, including the following assumptions that Lotus Tech's management believed to be material:

- *Revenue:* Projected total revenues are based on numerous assumptions specifically considered for Lotus Tech's different revenue streams, namely vehicle related revenue, technology related revenue and ecosystem related revenue.
    - *Vehicle related revenue* captures revenue generated from sales of Lotus Tech's BEV models and sale of the sports car models developed and manufactured by Lotus UK, as well as other vehicle related revenue such as aftersales services, sale of used vehicles and sale of NEV credit. The projected vehicle related revenue are based on:

- *Expected delivery volume*. Lotus Tech's total vehicle sales volume is expected to reach over 76,000 units by 2025, representing 88% CAGR from 2023 to 2025 and contributed by the sales of the following four vehicle models: 1) *Eletre*, Lotus Tech's first lifestyle BEV model launched in 2022 with expected delivery in the first quarter of 2023; 2) *Type 133*, Lotus Tech's second lifestyle BEV model currently under development and planned for launch in 2023 with expected delivery in 2024; 3) *Emira*, an ICE sports car developed and manufactured by Lotus UK; and 4) *Evija*, a BEV sports car developed and manufactured by Lotus UK. The delivery volume estimates does not include Lotus Tech's expected sales from Type 134 and Type 135 which are expected to be delivered from 2026 and 2027 respectively.

Lotus Tech's assumptions with respect to the sales volumes during the period from 2023 to 2025 reflect management's anticipated launch and delivery schedule of its respective vehicle models, the total addressable market of the global luxury BEV segment as well as Lotus Tech's sales and distribution network in various geographics regions. The sales volume for ICE cars is based on the assumption that Lotus Tech and Lotus UK will complete the buildup of the Global Commercial Platform pursuant to the Distribution Agreement in the second half of 2023, and therefore to reflect the estimated transition time for transfer of dealers from Lotus UK to Lotus Tech in certain regions where Lotus Tech does not currently manage the dealer relationships, only 50% of sports car sales and profits in these regions in 2023 will be consolidated by Lotus Tech. It also reflects management's view on, among others, Lotus Tech's brand awareness, car performance, price range, etc. comparing with its competitors. The projected delivery volume is summarized as follows:

  - Lotus Tech anticipates sales of approximately 21,500 vehicles in 2023, including approximately 18,000 units of Eletre and approximately 3,500 units of sports car models, Emira and Evija. It is also anticipated that in 2023, China, UK, EU and US would contribute approximately 46%, 22%, 28% and 1% of the total sales volume respectively (with the rest of the world, including Asia (other than China), Australia, certain parts of the Middle East and South America, contributing approximately 2% of the total sales volume).
  - Lotus Tech anticipates sales of approximately 55,500 vehicles in 2024, including approximately 28,000 units of Eletre, approximately 22,000 units of Type 133, and approximately 5,500 units of sports car models. It is also anticipated that in 2024, China, UK, EU and US would contribute approximately 43%, 18%, 23%, and 9% of the total sales volume respectively (with the rest of the world, including Asia (other than China), Australia, certain parts of the Middle East and South America, contributing approximately 6% of the total sales volume).
  - Lotus Tech anticipates sales of over 76,000 vehicles in 2025, including approximately 41,000 units of Eletre, 29,000 units of Type 133 and approximately 6,000 units of sports car models. It is also anticipated that in 2025, China, UK, EU and US would contribute approximately 43%, 16%, 20% and 12% of the total sales volume respectively (with the rest of the world, including Asia (other than China), Australia, certain parts of the Middle East and South America, contributing approximately 9% of the total sales volume).

- *Expected average selling prices,* which are anticipated to vary across markets. The series of assumptions are including but not limited to, the selling prices of each vehicle models reflecting Lotus Tech's pricing strategy as well as its analysis of regional consumer preferences, competitive landscape, the sales and distribution arrangements in respective markets, the configurations of different models as well as the price of future models.

In addition to vehicle sales revenue, Lotus Tech also expects to generate revenue from vehicle aftersales services and NEV credit sales, which are directly linked to the projected vehicle sales revenue. Furthermore, it also expects to generate revenue from sale of used vehicles.

- *Technology related revenue* captures the revenue generated from sale of Lotus Tech's autonomous driving software, and fees earned from licensing its Electric Performance Architecture (EPA)

platform and other advanced technologies. Revenue generated from sale of Lotus Tech's autonomous driving software is primarily driven by the anticipated cumulative delivery of its lifestyle BEV vehicle and external subscription base as well as the expected take rate in respective regions. Revenue generated from licensing of its EPA platform and other advanced technologies reflects the management expectation on both penetration rate of potential key customers and the total addressable market of electric architecture technology. The growth of technology related revenue is primarily driven by the increase in software sales and licensing of its EPA platform.

- *Ecosystem related revenue* captures the revenue generated from other various services including the charging service provided by Lotus Tech and the sales of Lotus peripheral product. The revenue forecast for charging service is based on the expected number of Lotus charging stations, capacity utilization rate, and the number of vehicles served per annum per charging station. The revenue generated from the sales of Lotus peripheral product is based on the sales estimation of each peripheral product to be sold under Lotus brand. The growth of ecosystem related revenue is mainly driven by the increased installment and utilization in charging equipment as well as increases in sales of Lotus Life related products. It also reflects management's view that, as Lotus acquires more customers, a community will be formed and the demand for ecosystem products will also increase accordingly.

- *Projected gross profit* is based on a variety of operational assumptions, including, among others, average selling prices of different products and services, procurement costs of raw materials and certain components, and the associated manufacturing costs of such products and services that Lotus Tech offers. From 2023 to 2025, gross margin is expected to increase from ~14%-16% in 2023 to ~21%-23% in 2025, reflecting Lotus Tech's increase in operational efficiency and economies of scale as well as higher revenue contribution from Technology-related revenue with higher projected gross profit margin.

- *Projected EBITDA* is based on a variety of operational assumptions further to the assumptions applied to revenue and gross profit estimation, including, among others, assumptions regarding research and development expenses, general and administrative expenses, selling and marketing expenses, and others. The research and development expense forecast reflects the expenses incurred for electrical architecture development, new model development and design, forward-looking technology projects, intelligent cockpit projects, autonomous driving project and etc. The selling and marketing expense forecast reflects Lotus Tech's advertising and marketing strategy, Lotus Tech's expansion plan of sales and distribution network in the global markets, commissions to Lotus partners, etc. Lotus Tech is expected to achieve positive EBITDA margin of over 5% in 2025, driven by the increase in gross profit margin and the decrease of operating expenses as percentage of revenue.

You are cautioned that Lotus Tech's financial projections may be materially different than actual results. There will be differences between actual and projected results should certain of the assumptions mentioned above prove to be wrong, particularly if there are delays in the launch schedule of Lotus Tech's vehicle models, if Lotus Tech sells fewer vehicles than expected, if Lotus Tech could not continuously develop and promote its Electric Performance Architecture and other advanced technologies, if benefits linked to economies of scale are less than expected.

The inclusion of the financial projections in this proxy statement/prospectus should not be regarded as an indication that Lotus Tech or its management considered or is currently considering the projections to be a reliable prediction of future events, and readers of this proxy statement/prospectus are cautioned not to place undue reliance on these projections or any single financial measure. You should read the prospective financial information together with the Lotus Tech's financial statements and the related notes thereto included elsewhere in this proxy statement/prospectus and the trends discussed in "— Lotus Tech's Management's Discussion and Analysis of Financial Condition and Results of Operations."

THE PROSPECTIVE FINANCIAL INFORMATION IS NOT INCLUDED IN THIS PROXY STATEMENT/PROSPECTUS IN ORDER TO INDUCE ANY LCAA SHAREHOLDERS TO VOTE IN FAVOR OF ANY OF THE PROPOSALS AT THE SPECIAL MEETING.

NONE OF LCAA, LOTUS TECH AND ANY OF THEIR RESPECTIVE AFFILIATES INTENDS TO, AND, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, EACH EXPRESSLY

DISCLAIMS ANY OBLIGATION TO, UPDATE, REVISE OR CORRECT THE PROSPECTIVE FINANCIAL INFORMATION TO REFLECT CIRCUMSTANCES EXISTING OR ARISING AFTER THE DATE SUCH PROSPECTIVE FINANCIAL INFORMATION WAS GENERATED OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING THE PROSPECTIVE FINANCIAL INFORMATION ARE SHOWN TO BE INAPPROPRIATE OR ANY OF THE PROSPECTIVE FINANCIAL INFORMATION OTHERWISE WOULD NOT BE REALIZED.

Satisfaction of 80% Test

LCAA's initial business combination must occur with one or more operating businesses or assets that together have an aggregate fair market value equal to at least 80% of the assets held in its trust account (excluding the amount of deferred underwriting commissions held in the trust account and taxes payable on the interest earned on the trust account) at the time of signing the definitive agreement to enter into a business combination. LCAA Board determined that this test was met in connection with the proposed Business Combination. In determining whether the 80% requirement was met, rather than relying on any one factor, LCAA Board concluded that it was appropriate to base such valuation on all of the qualitative factors described in this section and the section of this proxy statement entitled "— LCAA Board of Directors' Reasons for the Business Combination" as well as quantitative factors, such as the anticipated implied equity value of the combined company. LCAA Board believes that the financial skills and background of its members qualify it to conclude that the acquisition met the 80% net asset requirement.

Interests of LCAA's Directors and Officers in the Business Combination

When considering LCAA Board's recommendation to vote in favor of approving the Business Combination Proposal and the Merger Proposal, LCAA shareholders should keep in mind that the Sponsor and LCAA's directors and officers have interests in such proposals that are different from, or in addition to (and which may conflict with), those of LCAA shareholders and warrantholders generally. These interests include, among other things, the interests listed below:

- If the Business Combination with LTC or another business combination is not consummated by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles), LCAA will cease all operations except for the purpose of winding up, redeeming 100% of the outstanding LCAA Public Shares for cash and, subject to the approval of its remaining shareholders and LCAA Board, dissolving and liquidating. In such event, the Founder Shares, which were acquired by the Sponsor for an aggregate purchase price of US$25,000 prior to the IPO and a portion of which were transferred to the independent directors of LCAA as consideration for their service, are expected to be worthless because the holders are not entitled to participate in any redemption or distribution of proceeds in the Trust Account with respect to such shares. On the other hand, if the Business Combination is consummated, each outstanding Founder Share (after taking account of any applicable forfeiture mechanism pursuant to the Sponsor Support Agreement) will be converted into one LTC Ordinary Share, subject to adjustment described herein.
- If LCAA is unable to complete a business combination within the required time period, the Sponsor will be liable under certain circumstances described herein to ensure that the proceeds in the Trust Account are not reduced by the claims of target businesses or claims of vendors or other entities that are owed money by LCAA for services rendered to, contracted for or for products sold to LCAA. If LCAA consummates a business combination, on the other hand, LCAA will be liable for all such claims.
- The Sponsor acquired the Founder Shares, which will be converted into LTC Ordinary Shares in connection with the Business Combination, for an aggregate purchase price of US$25,000 prior to the IPO and a portion of the LCAA Founder Shares were transferred to the independent directors of LCAA as consideration for their service. Based on the closing price of LCAA Public Shares of US$ on Nasdaq on , the record date for the extraordinary general meeting, the Founder Shares held by the Sponsor and the other Founder Shareholders, if unrestricted and openly tradable, would be valued at US$.

- The Sponsor acquired the LCAA Private Warrants, which will be converted into LTC Warrants in connection with the Business Combination, for an aggregate purchase price of US$7.5 million. Based on the closing price of LCAA's Public Warrants of US$ on Nasdaq on , the record date for the extraordinary general meeting, the LCAA Private Warrants would be valued at US$.
- As a result of the prices at which the Sponsor acquired the Founder Shares and the LCAA Private Warrants, and their current value, the Sponsor and the other Founder Shareholders could make a substantial profit after the completion of the Business Combination even if LCAA Public Shareholders lose money on their investments as a result of a decrease in the post-combination value of their LCAA Public Shares.
- The Sponsor and LCAA's officers and directors and their affiliates are entitled to reimbursement of out-of-pocket expenses incurred by them in connection with certain activities on LCAA's behalf, such as identifying and investigating possible business targets and business combinations. However, if LCAA fails to consummate a business combination within the required period, they will not have any claim against the Trust Account for reimbursement. Accordingly, LCAA may not be able to reimburse these expenses if the Business Combination or another business combination is not completed by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles).
- LCAA has provisions in the LCAA Articles waiving the corporate opportunities doctrine on an ongoing basis, which means that LCAA's officers and directors have not been obligated and continue to not be obligated to bring all corporate opportunities to LCAA.
- The Sponsor, as well as LCAA's directors and officers, have agreed to waive their rights to liquidating distributions from the Trust Account with respect to the Founder Shares if LCAA fails to complete an initial business combination by March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles).
- The Founder Shareholders have agreed to waive their rights to conversion price adjustments with respect to any Founder Shares they may hold in connection with the consummation of the Business Combination and therefore, the Founder Shares (after taking account of any applicable forfeiture mechanism) will convert on a one-for-one basis into LTC Ordinary Shares at the Closing.
- The Merger Agreement provides for the continued indemnification of LCAA's current directors and officers and the continuation of directors and officers liability insurance covering LCAA's current directors and officers.
- The Sponsor, affiliates of the Sponsor, officers and directors may make loans from time to time to LCAA to fund certain capital requirements. On January 11, 2021, the Sponsor agreed to loan LCAA an aggregate of up to US$300,000 to cover expenses related to the IPO pursuant to a promissory note. The Company has not drawn down any amounts under the promissory note. In addition, in order to finance transaction costs in connection with an intended Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of LCAA's officers and directors, may, but are not obligated to, loan LCAA funds as may be required (the "Working Capital Loans"). Up to $1,500,000 of the Working Capital Loans may be convertible into warrants of the post Business Combination entity at a price of $1.50 per warrant at the option of the lender. Additional loans may be made after the date of this proxy statement/prospectus. If the Business Combination is not consummated, any outstanding loans will not be repaid and will be forgiven except to the extent there are funds available to LCAA outside of the Trust Account.
- LCAA entered into an agreement, commencing on the date its securities were first listed on Nasdaq and up to the earlier of the consummation of a business combination or its liquidation, to pay the Sponsor a monthly fee of US$10,000 for office space, secretarial and administrative support.
- The Sponsor and the other Founder Shareholders have agreed to, among other things, vote all of their LCAA Shares in favor of the proposals being presented at the extraordinary general meeting in connection with the Business Combination and waive their redemption rights with respect to their LCAA Shares in connection with the consummation of the Business Combination. As of the date of this proxy statement/prospectus, on an as-converted basis, the Sponsor and the other Founder Shareholders own, collectively, approximately 20% of the issued and outstanding LCAA Shares.

- Pursuant to the Merger Agreement, LCAA has the right to designate one director to the board of the combined company. Such director, in the future, may receive any cash fees, stock options or stock awards that the board of the combined company determines to pay to its directors.
- The Founder Shareholders will enter into the Registration Rights Agreement at the Closing, which provides for registration rights of the Sponsor and certain other shareholders following consummation of the Business Combination.
- Pursuant to the Sponsor Support Agreement, 20% of the Sponsor Shares will be forfeited unless certain affiliates of the Sponsor as may be approved by LTC from time to time participate in the PIPE Financing, and another 10% of the Sponsor Shares will remain unvested at the Closing and become vested upon the commencement or official announcement of the Business Collaboration.

At any time at or prior to the Business Combination, during a period when they are not then aware of any material nonpublic information regarding LCAA or its securities, the Sponsor, LTC, and/or LCAA's or LTC's directors, officers, or respective affiliates may purchase LCAA Public Shares from institutional and other investors who vote, or indicate an intention to vote, against the Business Combination Proposal or Merger Proposal, or execute agreements to purchase such shares from such investors in the future, or they may enter into transactions with such investors and others to provide them with incentives to acquire LCAA Public Shares or vote their LCAA Public Shares in favor of the Business Combination Proposal or Merger Proposal. Such a purchase may include a contractual acknowledgement that such shareholder, although still the record holder of LCAA Shares, is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights.

If the Sponsor, LTC, and/or LCAA's or LTC's directors, officers, or respective affiliates purchase LCAA Public Shares in privately negotiated transactions from LCAA Public Shareholders who have already elected to exercise their redemption rights, then such selling shareholder would be required to revoke their prior elections to redeem their LCAA Public Shares. The Sponsor, LTC, and/or LCAA's or LTC's directors, officers, or respective affiliates may also purchase LCAA Public Shares from institutional and other investors who indicate an intention to redeem LCAA Public Shares, or, if the price per share of LCAA Public Shares falls below US$10.00 per share, then such parties may seek to enforce their redemption rights. The above-described activity could be especially prevalent in and around the time of the Closing. The purpose of such share purchases and other transactions would be to increase the likelihood that the following requirements are satisfied: (i) the Business Combination Proposal is approved by the affirmative vote of the holders of a majority of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the extraordinary general meeting; (ii) the Merger Proposal is approved by the affirmative vote of the holders of at least two-thirds of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at the extraordinary general meeting; (iii) otherwise limit the number of LCAA Public Shares electing to redeem; and (iv) LTC's net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) being at least US$5,000,001 after giving effect to the transactions contemplated by the Merger Agreement. The Sponsor, LTC and/or LCAA's or LTC's directors, officers, or respective affiliates may also purchase shares from institutional and other investors for investment purposes.

Entering into any such arrangements may have a depressive effect on the LCAA Shares. For example, as a result of these arrangements, an investor or holder may have the ability to effectively purchase LCAA Public Shares at a lower-than-market price and may therefore be more likely to sell the shares he, she, or they own, either at or before the Business Combination.

If such transactions are executed, then the Business Combination could be completed in circumstances where such consummation would not have otherwise occurred. Share purchases by the persons described above would allow them to exert more influence over approving the proposals to be presented at the extraordinary general meeting and would likely increase the chances that such proposals would be approved. LCAA will file or submit a Current Report on Form 8-K to disclose any material arrangements entered into or significant purchases made by any of the aforementioned persons that would affect the vote on the proposals to be put to the extraordinary general meeting or the redemption threshold. Any such report will include descriptions of any arrangements entered into or significant purchases by any of the aforementioned persons.

The existence of financial and personal interests of one or more of LCAA's directors and officers results in conflicts of interest on the part of such director(s) between what he, she, or they may believe is in the best interests of LCAA and what he, she, or they may believe is best for himself, herself, or themselves in determining to recommend that shareholders vote for the proposals.

Anticipated Accounting Treatment

LTC has determined that it is the accounting acquirer based on its evaluation of the facts and circumstances of the acquisition. The purpose of the merger was to assist LTC with the refinancing and recapitalization of its business. LTC is the larger of the two entities and is the operating company within the combining companies. LTC will have control of the board as it will hold a majority of the seats on the board of directors with LCAA only taking one seat in the board members after the Mergers. LTC's senior management will be continuing as senior management of the combined company. In addition, a larger portion of the voting rights in the combined entity will be held by existing LTC's shareholders.

As LTC was determined to be the acquirer for accounting purposes, the accounting for the transaction will be similar to that of a capital infusion as the only significant pre-combination asset of LCAA is the cash in the Trust Account. No intangibles or goodwill will arise through the accounting for the transaction. The accounting is the equivalent of LTC issuing shares and warrants for the net monetary assets of LCAA.

Certain Engagements in Connection with the Business Combination and Related Transactions

CS acted as the sole book-runner in connection with LCAA's IPO. CS was engaged by LCAA as its exclusive capital markets advisor on January 30, 2023, in connection with the Business Combination and proposed PIPE Financing. In addition, CS was engaged by LTC as its joint placement agent in connection with the proposed PIPE Financing on February 19, 2023. DB was engaged by LTC as its financial advisor in connection with the Business Combination on January 31, 2023. In addition, DB was engaged by LTC as its joint placement agent and capital markets advisor in connection with the Business Combination and the proposed PIPE Financing on February 19, 2023.

The aggregate fee payable to CS (in addition to any expense reimbursements), including deferred underwriting commissions and fees for its role as placement agent in connection with the proposed PIPE Financing, upon the closing of the Business Combination is . The aggregate fee payable to DB (in addition to any expense reimbursements) for its roles as financial advisor and capital markets advisor in connection with the Business Combination and placement agent in connection with the proposed PIPE Financing, upon the closing of the Business Combination is . In connection with such engagements, the fees and expense reimbursements received by CS and DB (or their respective affiliates) are subject to the terms and conditions of their respective engagement letters with LTC and LCAA, as applicable. In addition, LTC signed an engagement letter with CS and DB waiving any conflicts and acknowledging its roles described above. LCAA also signed an engagement letter with CS waiving any conflicts and acknowledging its roles described above.

Because the receipt of the aforementioned deferred underwriting compensation is conditioned upon the consummation of a business combination, the financial interests of CS or its respective affiliates in connection with the consummation of the Business Combination present potential conflicts of interest in its provision of the aforementioned services. For example, in order to receive the deferred underwriting compensation, CS or its respective affiliate may cause LCAA to pursue a business combination with a less favorable target or involving terms less favorable to non-redeeming shareholders, and their evaluation of the target business may not be as thorough as it would have been if the deferred underwriting compensation is not conditioned upon the consummation of the Business Combination.

CS (together with its affiliates) and DB (together with its affiliates) are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investing, hedging, market making, brokerage and other financial and non-financial activities and services. In addition, CS and DB (and their respective affiliates) may provide investment banking and other commercial dealings to LTC, LCAA and their respective affiliates in the future, for which they would expect to receive customary compensation.

In addition, in the ordinary course of its business activities, CS and DB (and their respective affiliates, officers, directors and employees) may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of LTC, LCAA or their respective affiliates.

CS and DB (and their respective affiliates) may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

In considering the recommendation of the LCAA Board to vote in favor of approval of the Business Combination, shareholders should keep in mind that LCAA's advisors and respective entities affiliated with these advisors have interests in such proposals that are different from, and may conflict with, those of the LCAA shareholders generally, including those discussed above.

Regulatory Matters

The revised Measures for Cybersecurity Review issued by CAC and several other administrations on December 28, 2021 (which took effect on February 15, 2022) requires that, in addition to critical information infrastructure operators purchasing network products or services that affect or may affect national security, any "online platform operator" carrying out data processing activities that affect or may affect national security should also be subject to a cybersecurity review, and any "online platform operator" possessing personal information of more than one million users must apply for a cybersecurity review before its listing in a foreign country. In the event a member of the cybersecurity review working mechanism is in the opinion that any network product or service or any data processing activity affects or may affect national security, the Office of Cybersecurity Review shall report the same to the Central Cyberspace Affairs Commission for its approval under applicable procedures and then conduct cybersecurity review in accordance with the revised Measures for Cybersecurity Review. In addition, on November 14, 2021, the CAC released the Regulations on Network Data Security Management (Draft for Public Comments), which clarified that data handlers refer to individuals or organizations that autonomously determine the purpose and the manner of processing data, and if a data handlers that processes personal data of more than one million users intends to list in a foreign country, it must apply for a cybersecurity review. In addition, data handlers that are listed overseas must carry out an annual data security assessment. Nonetheless, there remain substantial uncertainties with respect to the interpretation and implementation of these rules and regulations.

According to the Overseas Listing Filing Rules, if a PRC domestic company intends to complete a direct or indirect overseas (i) initial public offering and listing, or (ii) listing of its assets through a single or multiple acquisitions, share swaps, shares transfers or other means, the issuer (if the issuer is a PRC domestic company) or its designated major PRC domestic operating entity (if the issuer is an offshore holding company), in each applicable event, the reporting entity, shall complete the filing procedures with the CSRC within three business days after the issuer submits its application documents relating to the initial public offering and/or listing or after the first public announcement of the relevant transaction (if the submission of relevant application documents is not required). According to the Overseas Listing Filing Rules and a set of Q&A published on the CSRC's official website in connection with the release of the Overseas Listing Filing Rules, if it is explicitly required (in the form of institutional rules) by any regulatory authority having jurisdiction over the relevant industry and field that regulatory procedures should be performed prior to the overseas listing of a PRC domestic company, such company must obtain the regulatory opinion, approval and other documents from and complete any required filing with such competent authority before submitting a CSRC filing. The reporting entity shall make a timely report to the CSRC and update its CSRC filing within three business days after the occurrence of any of the following material events, if any of them occurs after obtaining its CSRC filing and before the completion of the offering and/or listing: (i) any material change to principal business, licenses or qualifications of the issuer; (ii) a change of control of the issuer or any material change to equity structure of the issuer; and (iii) any material change to the offering and listing plan. The reporting entity shall also submit a report to the CSRC after the completion of the initial public offering and listing. Once listed overseas, the reporting entity will be further required to report the occurrence of any of the following material events within three business days after the occurrence and announcement thereof to the CSRC: (i) a change of control of the issuer; (ii) the investigation, sanction or other measures undertaken by any foreign securities

regulatory agencies or relevant competent authorities in respect of the issuer; and (iii) change of the listing status or transfer of the listing board; and (iv) the voluntary or mandatory delisting of the issuer. In addition, the completion of any overseas follow-on offerings by an issuer in the same overseas market where it has completed its public offering and listing would necessitate a filing with the CSRC within three business days thereafter.

The Overseas Listing Filing Rules has recently been promulgated and will become effective on March 31, 2023 and there remain substantial uncertainties with respect to its interpretation and implementation. For more detailed information, see "Risk Factors — Risks Relating to Doing Business in China — The approval of and filing with the CSRC or other PRC government authorities may be required in connection with this Business Combination or our listing under laws of mainland China, and, if so required, we cannot predict whether or when we will be able to obtain such approval or complete such filing, and even if we obtain such approval, it could be rescinded. Any failure to or delay in obtaining such approval or complying with such filing requirements in relation to offering, or a rescission of such approval, could subject us to sanctions imposed by the CSRC or other PRC government authorities."

Resolution To Be Voted On

The full text of the resolution to be proposed is as follows:

"RESOLVED, as an ordinary resolution, that LCAA's entry into the Agreement and Plan of Merger (as may be amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), dated as of January 31, 2023, by and among LCAA, Lotus Technology Inc., a Cayman Islands exempted company ("LTC"), Lotus Temp Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of LTC ("Merger Sub 1"), and Lotus EV Limited, a Cayman Islands exempted company and a wholly-owned subsidiary of LTC ("Merger Sub 2"), a copy of which is attached to the accompanying proxy statement/prospectus as Annex A, pursuant to which, among other things, Merger Sub 1 will merge with and into LCAA (the "First Merger"), with LCAA surviving the First Merger as a wholly-owned subsidiary of LTC (such company, as the surviving entity of the First Merger, "Surviving Entity 1"), and immediately following the First Merger and as part of the same overall transaction as the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger," and together with the First Merger, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a wholly-owned subsidiary of LTC (such company, as the surviving entity of the Second Merger, "Surviving Entity 2"), in accordance with the terms and subject to the conditions of the Merger Agreement, and the transactions contemplated by the Merger Agreement be and are hereby authorized, approved, ratified and confirmed in all respects."

Votes Required for Approval

The approval of the Business Combination Proposal will require an ordinary resolution under Cayman Islands law and the LCAA Articles, being the affirmative vote of the holders of a majority of the issued and outstanding LCAA Shares entitled to vote, who attend, in person or by proxy, and vote thereupon at an extraordinary general meeting at which a quorum is present.

The approval of the Business Combination Proposal is a condition to the consummation of the Business Combination Transactions. If the Business Combination Proposal is not approved, the other proposals (except the Adjournment Proposal, as described below) shall not be presented to the LCAA shareholders for a vote.

An abstention or broker non-vote will be counted towards the quorum requirement but will not count as a vote cast at the extraordinary general meeting.

Recommendation of LCAA Board

LCAA BOARD UNANIMOUSLY RECOMMENDS THAT THE LCAA SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE BUSINESS COMBINATION PROPOSAL.

Appraisal Rights under the Cayman Islands Companies Law

Holders of record of LCAA Shares may have appraisal rights in connection with the Business Combination to dissent from the First Merger and receive payment of the fair value of their LCAA Shares

under the Cayman Islands Companies Act ("Dissent Rights"). This is not a complete statement of the law, and is qualified in its entirety by the complete text of Section 238 of the Cayman Islands Companies Act. If you are contemplating the possibility of dissenting from the First Merger, you should follow the procedures set out in Section 238 of the Cayman Islands Companies Act required to perfect your dissenters' rights. These procedures are complex and you should consult your Cayman Islands legal counsel. If you do not fully and precisely satisfy the procedural requirements of the Cayman Islands Companies Act, you will lose your dissenters' rights.

Holders of record of LCAA Shares wishing to exercise such Dissent Rights and make a demand for payment of the fair value for his, her or its LCAA Shares must give written notice to LCAA prior to the shareholder vote at the extraordinary general meeting to approve the First Merger and follow the procedures set out in Section 238 of the Cayman Islands Companies Act. These statutory appraisal rights are separate to and mutually exclusive of the right of LCAA Public Shareholder to demand that their LCAA Public Shares are redeemed for cash for a pro rata share of the funds on deposit in the trust account in accordance with the LCAA Articles. It is possible that if an LCAA shareholder exercises appraisal rights, the fair value of the LCAA Shares determined under Section 238 of the Cayman Islands Companies Act could be more than, the same as, or less than such holder would obtain they exercised their redemption rights as described herein. LCAA believes that such fair value would equal the amount that LCAA Public Shareholders would obtain if they exercise their redemption rights as described herein.

LCAA shareholders need not vote against any of the proposals at the extraordinary general meeting in order to exercise Dissent Rights. A LCAA shareholder which elects to exercise Dissent Rights must do so in respect of all of the LCAA Shares that person holds and will lose their right to exercise their redemption rights as described herein.

At the First Effective Time, the LCAA Dissenting Shares shall automatically be cancelled by virtue of the First Merger, and each LCAA Dissenting Shareholder will thereafter cease to have any rights with respect to such shares, except the right to be paid the fair value of such shares and such other rights as are granted by the Cayman Islands Companies Act. Notwithstanding the foregoing, if any such holder shall have failed to perfect or withdraws or shall have otherwise lost his, her or its rights under Section 238 of the Cayman Islands Companies Act (including in the circumstances described in the immediately following paragraph) or a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 238 of the Cayman Islands Companies Act, then the right of such holder to be paid the fair value of such holder's LCAA Dissenting Shares under Section 238 of the Cayman Islands Companies Act will cease, the shares will no longer be considered LCAA Dissenting Shares and such holder's former LCAA Shares will thereupon be deemed to have been converted into, and to have become exchangeable for, as of First Effective Time, the right to receive the merger consideration comprising one LTC Ordinary Share for each LCAA Share, without any interest thereon. As a result, such LCAA shareholder would not receive any cash for their LCAA Shares and would become a shareholder of LTC.

Resale of LTC Ordinary Shares

The LTC Ordinary Shares to be issued to LCAA shareholders in connection with the Mergers will be freely transferable under the Securities Act except for (i) certain shares subject to lock-up or other transfer restrictions in connection with the Transactions, and (ii) shares issued to any shareholder who may be deemed for purposes of Rule 144 under the Securities Act an "affiliate" of LCAA immediately prior to the First Effective Time or an "affiliate" of LTC following the consummation of the Mergers. Persons who may be deemed to be affiliates include individuals or entities that control, are controlled by, or are under common control with, LTC or LCAA (as appropriate) and may include the executive officers, directors and significant shareholders of LTC or LCAA (as appropriate).

Stock Exchange Listing of LTC Ordinary Shares and LTC Warrants

LTC will use its commercially reasonable efforts to cause, (i) LTC's initial listing application with the Nasdaq in connection with the Transactions to be approved, (ii) immediately following the Closing, LTC to satisfy any applicable initial and continuing listing requirements of the Nasdaq, and (iii) LTC Ordinary Shares and LTC Warrants to be issued in connection with the Transactions to be approved for listing on the Nasdaq, subject to official notice of issuance. Under the Merger Agreement, the conditional approval of the listing on

the Nasdaq (subject to official notice of issuance) of LTC Ordinary Shares representing the Merger Consideration is a condition to the obligation to consummate the Mergers of each party thereto.

Delisting and Deregistration of LCAA Ordinary Shares

If the Mergers are completed, LCAA Class A Ordinary Shares and LCAA Public Warrants will be delisted from Nasdaq and will be deregistered under the Exchange Act.

Combined Company Status as a Foreign Private Issuer under the Exchange Act

As of the date hereof, LTC expects to qualify as a "foreign private issuer" (under SEC rules) following the completion of the Business Combination. Consequently, upon consummation of the Mergers, the combined company will be subject to the reporting requirements under the Exchange Act applicable to foreign private issuers. Based on its foreign private issuer status, the combined company will not be required to file periodic reports or financial statements with the SEC as frequently or as promptly as a U.S. company whose securities are registered under the Exchange Act. For so long as the combined company qualifies as a foreign private issuer, it is also exempt from certain provisions of the U.S. securities rules and regulations applicable to U.S. domestic issuers such as the rules regulating solicitation of proxies and certain insider reporting and short-swing profit rules.

Combined Company Status as an Emerging Growth Company under U.S. Federal Securities Laws and Related Implications

As of the date hereof, LTC is, and following the Business Combination, the combined company will be, an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the JOBS Act. As such, it is expected that the combined company will be eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in the combined company's periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. If some investors find the combined company's securities less attractive as a result, there may be a less active trading market for the combined company's securities and the prices of the combined company's securities may be more volatile.

In addition, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The combined company is expected to elect not to opt out of such extended transition period, which means that when a standard is issued or revised and it has different application dates for public or private companies, the combined company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the combined company's financial statements with certain other public companies difficult or impossible because of the potential differences in accounting standards used.

The combined company will remain an emerging growth company until the earlier of: (i) the last day of the fiscal year (a) following the fifth anniversary of the IPO, (b) in which the combined company's has total annual gross revenue of at least US$1.235 billion, or (c) in which the combined company is deemed to be a large accelerated filer, which means the market value of the combined company's common equity that is held by non-affiliates exceeds US$700 million as of the last Business Day of its most recently completed second fiscal quarter; and (ii) the date on which the combined company has issued more than US$1 billion in non-convertible debt securities during the prior three-year period. References herein to "emerging growth company" have the meaning associated with it in the JOBS Act.

PROPOSAL TWO — THE MERGER PROPOSAL

The Merger Proposal, if approved, will authorize the First Merger and the First Plan of Merger.

Under the Merger Agreement, the approval of the Merger Proposal is a condition to the adoption of the Business Combination Proposal and vice versa. Accordingly, if the Business Combination Proposal is not approved, the Merger Proposal will not be presented at the extraordinary general meeting.

A copy of the First Plan of Merger is attached to this proxy statement/prospectus as Annex C.

Required Vote

The approval of the Merger Proposal will require a special resolution under Cayman Islands law and pursuant to the LCAA Articles, being the affirmative vote of shareholders holding at least two thirds of the LCAA Shares which are voted on such resolution in person or by proxy at an extraordinary general meeting at which a quorum is present.

Brokers are not entitled to vote on the Merger Proposal absent voting instructions from the beneficial holder. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the extraordinary general meeting, and otherwise will have no effect on a particular proposal.

Resolution to be Voted Upon

The full text of the resolution to be proposed is as follows:

"RESOLVED, as a special resolution, that the First Plan of Merger, substantially in the form attached to the accompanying proxy statement/prospectus as Annex C (the "First Plan of Merger"), and the merger of Merger Sub 1 with and into LCAA with LCAA surviving the merger as a wholly-owned subsidiary of LTC be and are hereby authorized, approved and confirmed in all respects and that LCAA be and is hereby authorized to enter into the First Plan of Merger."

Recommendation

LCAA BOARD UNANIMOUSLY RECOMMENDS THAT LCAA SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE MERGER PROPOSAL.

PROPOSAL THREE — THE ADJOURNMENT PROPOSAL

The Adjournment Proposal, if adopted, will allow the chairman of the extraordinary general meeting to adjourn the extraordinary general meeting to a later date or dates, if necessary. In no event will LCAA solicit proxies to adjourn the extraordinary general meeting or consummate the Business Combination beyond the date by which it may properly do so under the LCAA Articles and the law of the Cayman Islands. The purpose of the Adjournment Proposal is to provide more time to meet the requirements that are necessary to consummate the Business Combination. See the section entitled "Proposal One — The Business Combination Proposal — Interests of LCAA's Directors and Officers in the Business Combination."

Consequences If the Adjournment Proposal Is Not Approved

If the Adjournment Proposal is presented to the meeting and is not approved by the shareholders, LCAA Board may not be able to adjourn the extraordinary general meeting to a later date or dates. In such event, the Business Combination would not be completed.

Required Vote

The approval of the Adjournment Proposal will require an ordinary resolution under Cayman Islands law and pursuant to the LCAA Articles, being the affirmative vote of shareholders holding a majority of the LCAA Shares which are voted on such resolution in person or by proxy at the extraordinary general meeting at which a quorum is present.

Brokers are not entitled to vote on the Adjournment Proposal absent voting instructions from the beneficial holder. Abstentions and broker non-votes, while considered present for the purposes of establishing a quorum, will not count as votes cast at the extraordinary general meeting, and otherwise will have no effect on a particular proposal.

Resolution to be Voted On

The full text of the resolution to be proposed is as follows:

"RESOLVED, as an ordinary resolution, that the adjournment of the extraordinary general meeting to a later date or dates to be determined by the chairman of the extraordinary general meeting, if necessary, to permit further solicitation and vote of proxies in the event that there are insufficient votes for the approval of one or more proposals at the extraordinary general meeting or if holders of LCAA Public Shares, have elected to redeem an amount of LCAA Public Shares such that the minimum available cash condition contained in the Merger Agreement would not be satisfied, be and is hereby approved."

Recommendation

LCAA BOARD UNANIMOUSLY RECOMMENDS THAT LCAA SHAREHOLDERS VOTE "FOR" THE APPROVAL OF THE ADJOURNMENT PROPOSAL.

INFORMATION ABOUT LCAA

Unless the context otherwise requires, all references in this section to the "Company," "LCAA," "L Catterton," "we," "us" or "our" refer to L Catterton Asia Acquisition Corp prior to the consummation of the Business Combination.

Introduction

We are a blank check company incorporated on January 5, 2021, as a Cayman Islands exempted company for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses or entities. We reviewed a number of opportunities to enter into a business combination with an operating business, and entered into the Merger Agreement on January 31, 2023. We intend to effectuate the Business Combination using cash from the proceeds of our IPO, the sale of the LCAA Private Warrants and proceeds from the PIPE financing, if any. Based our business activities, LCAA is a "shell company," as defined under the Exchange Act, because we have no operations and nominal assets consisting almost entirely of cash.

We are led by Mr. Chinta Bhagat (Co-CEO), and Mr. Scott Chen (Co-CEO), both of whom are Managing Partners of *L* Catterton Asia, a wholly-owned fund platform of *L* Catterton and an important member of the *L* Catterton family of funds. *L* Catterton is one of the largest and most experienced consumer-focused investment firms in the world, with over $30 billion in equity capital under management. The Sponsor, LCA Acquisition Sponsor, LP, is controlled directly or indirectly by *L* Catterton Asia 3, the third Asia-focused growth fund raised by *L* Catterton Asia. Launched in 2009, *L* Catterton Asia is the largest Pan-Asian consumer-focused private equity firm that operates within a global firm.

On March 15, 2021, LCAA consummated its IPO of 25,000,000 Units, at $10.00 per unit, and a concurrent private placement with the Sponsor of 5,000,000 LCAA Private Warrants at a price of $1.50 per warrant. Each Unit consists of one LCAA Public Share and one-third of one LCAA Public Warrant. On March 24, 2021, LCAA consummated the closing of its sale of an additional 3,650,874 Units pursuant to the partial exercise by the underwriters of their over-allotment option and a concurrent private placement with the Sponsor of 486,784 LCAA Private Warrants. As a result, an amount equal to $286,508,741 of the net proceeds was placed in the trust account, and will only be invested in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act that invest only in direct U.S. government treasury obligations.

Pursuant to the LCAA Articles, except with respect to interest earned on the funds held in the trust account that may be released to LCAA to pay its income taxes, if any, the proceeds from the IPO and the sale of the LCAA Private Warrants held in the trust account will not be released from the trust account (i) to LCAA, until the completion of the initial Business Combination, or (ii) to the LCAA Public Shareholders, until the earliest of (a) the completion of the initial Business Combination, and then only in connection with those LCAA's Class A ordinary shares that such shareholders properly elected to redeem, subject to the limitations described herein, (b) the redemption of any LCAA Public Shares properly tendered in connection with a shareholder vote to amend the LCAA Articles (A) to modify the substance or timing of LCAA's obligation to provide holders of its Class A ordinary shares the right to have their shares redeemed in connection with the initial Business Combination or to redeem 100% of the LCAA Public Shares if LCAA does not complete its initial Business Combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles) (the "Combination Period") or (B) with respect to any other provision relating to the rights of holders of the LCAA's Class A ordinary shares, and (c) the redemption of the LCAA Public Shares if LCAA has not consummated its Business Combination with the Combination Period, subject to applicable law. LCAA Public Shareholders who redeem their Class A ordinary shares in connection with a shareholder vote described in clause (b) in the preceding sentence shall not be entitled to funds from the trust account upon the subsequent completion of an initial Business Combination or liquidation if LCAA has not consummated an initial Business Combination within the Combination Period, with respect to such Class A ordinary shares so redeemed. As of September 30, 2022, there was $288,240,632 in investments and cash held in our trust account and $66,995 of cash held outside our trust account.

Effecting Our Business Combination

Fair Market Value of Lotus Tech's Business

Our initial business combination must occur with one or more operating businesses or assets that together have an aggregate fair market value equal to at least 80% of the assets held in our trust account (excluding the amount of deferred underwriting commissions held in the trust account and taxes payable on the interest earned on the trust account) at the time of signing a definitive agreement to enter into a business combination. LCAA will not complete a business combination unless the post-transaction company owns or acquires 50% or more of the outstanding voting securities of the target or otherwise acquires a controlling interest in the target business sufficient for it not to be required to register as an investment company under the Investment Company Act.

Sponsor Consent Right

In connection with our IPO, we agreed that it would not enter into a definitive agreement regarding an initial business combination without the prior written consent of the Sponsor. The Sponsor has consented to our entry into the Merger Agreement.

Voting Restrictions in Connection with Extraordinary General Meeting

Our Sponsor, directors and officers have agreed to vote in favor of the Business Combination, regardless of how LCAA Public Shareholders vote.

Permitted Purchases and Other Transactions with Respect to Our Securities

Our Sponsor, directors, executive officers, advisors or their affiliates may purchase public shares or warrants in privately negotiated transactions or in the open market either prior to or following the completion of our initial business combination. Additionally, at any time at or prior to our initial business combination, subject to applicable securities laws (including with respect to material nonpublic information), our Sponsor, directors, executive officers, advisors or their affiliates may enter into transactions with investors and others to provide them with incentives to acquire public shares, vote their public shares in favor of our initial business combination or not redeem their public shares. However, they have no current commitments, plans or intentions to engage in such transactions and have not formulated any terms or conditions for any such transactions. None of the funds in the trust account will be used to purchase public shares or warrants in such transactions. If they engage in such transactions, they will be restricted from making any such purchases when they are in possession of any material non-public information not disclosed to the seller or if such purchases are prohibited by Regulation M under the Exchange Act.

In the event that our Sponsor, directors, officers, advisors or their affiliates purchase shares in privately negotiated transactions from public shareholders who have already elected to exercise their redemption rights or submitted a proxy to vote against our initial business combination, such selling shareholders would be required to revoke their prior elections to redeem their shares and any proxy to vote against our initial business combination. We do not currently anticipate that such purchases, if any, would constitute a tender offer subject to the tender offer rules under the Exchange Act or a going-private transaction subject to the going-private rules under the Exchange Act; however, if the purchasers determine at the time of any such purchases that the purchases are subject to such rules, the purchasers will be required to comply with such rules.

The purpose of any such transaction could be to (i) vote in favor of the business combination and thereby increase the likelihood of obtaining shareholder approval of the business combination, (ii) reduce the number of public warrants outstanding or vote such warrants on any matters submitted to the warrant holders for approval in connection with our initial business combination or (iii) satisfy a closing condition in an agreement with a target that requires us to have a minimum net worth or a certain amount of cash at the closing of our initial business combination, where it appears that such requirement would otherwise not be met. Any such purchases of our securities may result in the completion of our initial business combination that may not otherwise have been possible.

In addition, if such purchases are made, the public "float" of our Class A ordinary shares or public warrants may be reduced and the number of beneficial holders of our securities may be reduced, which may make it difficult to maintain or obtain the quotation, listing or trading of our securities on a national securities exchange.

Our Sponsor, officers, directors and/or their affiliates anticipate that they may identify the shareholders with whom our Sponsor, officers, directors or their affiliates may pursue privately negotiated transactions by either the shareholders contacting us directly or by our receipt of redemption requests submitted by shareholders (in the case of LCAA Public Shares) following our mailing of proxy materials in connection with our initial business combination. To the extent that our Sponsor, officers, directors, advisors or their affiliates enter into a private transaction, they would identify and contact only potential selling or redeeming shareholders who have expressed their election to redeem their shares for a pro rata share of the trust account or vote against our initial business combination, whether or not such shareholder has already submitted a proxy with respect to our initial business combination but only if such shares have not already been voted at the general meeting related to our initial business combination. Our Sponsor, executive officers, directors, advisors or their affiliates will select which shareholders to purchase shares from based on the negotiated price and number of shares and any other factors that they may deem relevant, and will be restricted from purchasing shares if such purchases do not comply with Regulation M under the Exchange Act and the other federal securities laws.

Redemption Rights for LCAA Public Shareholders upon Completion of the Business Combination

Our Public Shareholders may redeem all or a portion of their LCAA Public Shares upon our initial business combination's completion at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust account calculated as of two business days before the closing of the initial business combination, including interest and other income earned on the funds held in the trust account and not previously released to us to pay our income taxes, if any, divided by the number of then-outstanding LCAA Public Shares, subject to the limitations described herein. The amount in the trust account is initially anticipated to be US$10.00 per LCAA Public Share. The per share amount we will distribute to investors who properly redeem their LCAA Public Shares will not be reduced by the deferred underwriting commissions we will pay to the underwriters of our IPO. The redemption rights will include the requirement that a beneficial holder must identify itself in order to validly redeem its LCAA Public Shares. There will be no redemption rights upon the completion of our initial business combination with respect to LCAA Warrants. Further, we will not proceed with redeeming LCAA Public Shares, even if an LCAA Public Shareholder has properly elected to redeem its LCAA Public Shares, if a business combination does not close. See "Extraordinary General Meeting of LCAA Shareholders — Redemption Rights" for the procedures to be followed if you wish to redeem your LCAA Public Shares for cash.

Our Sponsor and each member of our management team have entered into an agreement with us, pursuant to which they have agreed to waive their redemption rights with respect to any Founder Shares and public shares held by them in connection with (i) the completion of our initial business combination and (ii) a shareholder vote to approve an amendment to the LCAA Articles (A) that would modify the substance or timing of our obligation to provide holders of our public shares the right to have their shares redeemed in connection with our initial business combination or to redeem 100% of our public shares if we do not complete our initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles) or (B) with respect to any other provision relating to the rights of holders of our public shares.

Limitations on Redemption Rights

The LCAA Articles provide that in no event will we redeem LCAA Public Shares in an amount that would cause our net tangible assets to be less than US$5,000,001 (so that we do not then become subject to the SEC's "penny stock" rules). In the event the aggregate cash consideration we would be required to pay for all LCAA 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 LCAA Public Shares submitted for redemption will be returned to the holders thereof, and we instead may search for an alternate business combination.

Redemption of Public Shares and Liquidation if No Business Combination

The LCAA Articles provide that it will need to consummate an initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles). If we have not consummated an initial business combination by this date, we will: (i) cease all operations except for the purpose of winding up; (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the LCAA Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust account, including interest and other income earned on the funds held in the trust account and not previously released to us to pay our income taxes, if any (less up to US$100,000 of interest to pay dissolution expenses), divided by the number of the then-outstanding LCAA Public Shares, which redemption will completely extinguish LCAA Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any); and (iii) as promptly as reasonably possible following such redemption, subject to the approval of our remaining shareholders and our board of directors, liquidate and dissolve, subject in each case to our obligations under Cayman Islands 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 LCAA Warrants, which will expire worthless if we fail to consummate an initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles). The LCAA Articles provide that, if LCAA winds up for any other reason prior to the consummation of its initial Business Combination, it will follow the foregoing procedures with respect to the liquidation of the trust account as promptly as reasonably possible but not more than ten business days thereafter, subject to applicable Cayman Islands law.

Our Sponsor, directors and officers have each entered into an agreement with us, pursuant to which they have agreed to waive their rights to liquidating distributions from the trust account with respect to any Founder Shares they hold if we fail to consummate an initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles) (although they will be entitled to liquidating distributions from the trust account with respect to any LCAA Public Shares they hold if we fail to complete our initial business combination within the prescribed time frame).

Our Sponsor, directors and officers have agreed, pursuant to a written agreement with us, that they will not propose any amendment to the LCAA Articles (A) that would modify the substance or timing of our obligation to provide holders of LCAA Public Shares the right to have their shares redeemed in connection with our initial business combination or to redeem 100% of the LCAA Public Shares if we do not complete our initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles) or (B) with respect to any other provision relating to the rights of holders of LCAA Public Shares, unless we provide LCAA Public Shareholders with the opportunity to redeem their LCAA Public Shares upon approval of any such amendment at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the trust account, including interest and other income earned on the funds held in the trust account and not previously released to us to pay our income taxes, if any, divided by the number of the then-outstanding LCAA Public Shares. However, we will not redeem the LCAA Public Shares in an amount that would cause our net tangible assets to be less than US$5,000,001 (so that we do not then become subject to the SEC's "penny stock" rules). If this optional redemption right is exercised with respect to an excessive number of LCAA Public Shares such that we cannot satisfy the net tangible asset requirement, we would not proceed with the amendment or the related redemption of the LCAA Public Shares at such time. This redemption right shall apply in the event of the approval of any such amendment, whether proposed by our Sponsor, any officer or director, or any other person. Our board of directors may propose such an amendment if it determines that additional time is necessary to complete our initial business combination. In such event, we will conduct a proxy solicitation and distribute proxy materials pursuant to Regulation 14A of the Exchange Act seeking shareholder approval of such proposal and, in connection therewith, provide LCAA Public Shareholders with the redemption rights described above upon shareholder approval of such amendment.

We expect that all costs and expenses associated with implementing our plan of dissolution, as well as payments to any creditors, will be funded from amounts remaining out of the funds held outside the trust account plus up to US$100,000 of funds from the trust account available to us to pay dissolution expenses, although we cannot assure you that there will be sufficient funds for such purpose.

The proceeds deposited in the trust account could become subject to the claims of our creditors, which would have higher priority than the claims of LCAA Public Shareholders. While we intend to pay such amounts, if any, we cannot assure you that we will have funds sufficient to pay or provide for all creditors' claims. Although we will seek to have all vendors, service providers (other than our independent registered public accounting firm), prospective target businesses and other entities with which we do business execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the trust account for the benefit of LCAA Public Shareholders, there is no guarantee that they will execute such agreements or even if they execute such agreements that they would be prevented from bringing claims against the trust 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 respect to a claim against our assets, including the funds held in the trust account. If any third-party refuses to execute an agreement waiving such claims to the monies held in the trust 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. Credit Suisse Securities (USA) LLC. will not execute an agreement with us waiving such claims to the monies held in the trust account. In addition, there is no guarantee that any such 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 trust account for any reason. In order to protect the amounts held in the trust account, our Sponsor has agreed that it will be liable to us if and to the extent any claims by a third-party for services rendered or products sold to us (other than our independent registered public accounting firm), or a prospective target business with which we have discussed entering into a transaction agreement, reduce the amounts in the trust account to below the lesser of (i) US$10.00 per LCAA Public Share and (ii) the actual amount per LCAA Public Share held in the trust account as of the date of the liquidation of the trust account if less than US$10.00 per LCAA Public Share due to reductions in the value of the trust assets, in each case net of the interest that may be withdrawn to pay our tax obligations; provided that such liability will not apply to any claims by a third-party or prospective target business that executed a waiver of any and all rights to seek access to the trust account nor will it apply to any claims under our indemnity of the underwriters of our IPO against certain liabilities, including liabilities under the Securities Act. In the event that an executed waiver is deemed to be unenforceable against a third party, our Sponsor will not be responsible to the extent of any liability for such third-party claims. However, we have not asked our Sponsor to reserve for such indemnification obligations, nor have we independently verified whether our Sponsor has sufficient funds to satisfy its indemnity obligations and we believe that our Sponsor's only assets are securities of our company. Therefore, we cannot assure you that our Sponsor would be able to satisfy those obligations. None of our officers or directors will indemnify us for claims by third parties, including, without limitation, claims by vendors and prospective target businesses.

In the event that the proceeds in the trust account are reduced below the lesser of (i) US$10.00 per LCAA Public Share and (ii) the actual amount per LCAA Public Share held in the trust account as of the date of the liquidation of the trust account if less than US$10.00 per LCAA Public Share due to reductions in the value of the trust assets, in each case net of the amount of interest that may be withdrawn to pay our income tax obligations, and our Sponsor asserts that it is unable to satisfy its indemnification obligations or that it has no indemnification obligations related to a particular claim, our independent directors would determine whether to take legal action against our Sponsor to enforce its indemnification obligations. While we currently expect that our independent directors would take legal action on our behalf against our Sponsor to enforce its indemnification obligations to us, it is possible that our independent directors in exercising their business judgment and subject to their fiduciary duties may choose not to do so in any particular instance. Accordingly, we cannot assure you that due to claims of creditors the actual value of the per-share redemption price will not be less than US$10.00 per LCAA Public Share.

We will seek to reduce the possibility that our Sponsor will have to indemnify the trust account due to claims of creditors by endeavoring to have all vendors, service providers (other than our independent registered public accounting firm), prospective target businesses or other entities with which we do business execute agreements with us waiving any right, title, interest or claim of any kind in or to monies held in the trust

account. Our Sponsor will also not be liable as to any claims under our indemnity of the underwriters of our IPO against certain liabilities, including liabilities under the Securities Act. At the IPO closing date, we had access to up to US$2,148,484 to pay any such potential claims (including costs and expenses incurred in connection with our liquidation, currently estimated to be no more than approximately US$100,000). In the event that we liquidate and it is subsequently determined that the reserve for claims and liabilities is insufficient, shareholders who received funds from our trust account could be liable for claims made by creditors, however such liability will not be greater than the amount of funds from our trust account received by any such shareholder.

If we file a bankruptcy or winding-up petition or an involuntary bankruptcy or winding-up petition is filed against us that is not dismissed, the proceeds held in the trust account could be subject to applicable bankruptcy or insolvency law, and may be included in our bankruptcy or insolvency estate and subject to the claims of third parties with priority over the claims of our shareholders. To the extent any bankruptcy or insolvency claims deplete the trust account, we cannot assure you we will be able to return US$10.00 per LCAA Public Share to LCAA Public Shareholders. Additionally, if we file a bankruptcy or winding-up petition or an involuntary bankruptcy or winding-up petition is filed against us that is not dismissed, any distributions received by shareholders could be viewed under applicable debtor/creditor and/or bankruptcy or insolvency laws as either a "preferential transfer" or a "fraudulent conveyance." As a result, a bankruptcy or insolvency court could seek to recover some or all amounts received by our shareholders. Furthermore, our board of directors may be viewed as having breached its fiduciary duty to our creditors and/or may have acted in bad faith, and thereby exposing itself and our company to claims of punitive damages, by paying LCAA Public Shareholders from the trust account before addressing the claims of creditors. We cannot assure you that claims will not be brought against us for these reasons.

LCAA Public Shareholders will be entitled to receive funds from the trust account only (i) in the event of the redemption of LCAA Public Shares if we do not complete our initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles), (ii) in connection with a shareholder vote to amend the LCAA Articles (A) to modify the substance or timing of our obligation to provide holders of LCAA Public Shares the right to have their shares redeemed in connection with our initial business combination or to redeem 100% of LCAA Public Shares if we do not complete our initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles) (B) with respect to any other provision relating to the rights of holders of LCAA Public Shares, or (iii) if they redeem their respective shares for cash upon the completion of the initial business combination. LCAA Public Shareholders who redeem their LCAA Public Shares in connection with a shareholder vote described in clause (ii) in the preceding sentence shall not be entitled to funds from the trust account upon the subsequent completion of an initial business combination or liquidation if we have not consummated an initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles), with respect to such LCAA Public Shares so redeemed. In no other circumstances will a shareholder have any right or interest of any kind to or in the trust account. In the event we seek shareholder approval in connection with our initial business combination, such as in connection with the Business Combination, a shareholder's voting in connection with the business combination alone will not result in a shareholder's redeeming its shares to us for an applicable pro rata share of the trust account. Such shareholder must have also exercised its redemption rights described above. These provisions of the LCAA Articles, like all provisions of our amended and restated memorandum and articles of association, may be amended with a shareholder vote.

See "Risk Factors — Risks Relating to Redemption of LCAA Public Shares" and "Risk Factors — Risks Relating to LCAA and the Business Combination."

Directors, Executive Officers and Corporate Governance

Our officers and directors are as follows:

Name	Age	Position
Chinta Bhagat	54	Co-Chief Executive Officer and Chairman
Scott Chen	47	Co-Chief Executive Officer and Director
Howard Steyn	49	President
Sanford Litvack	87	Independent Director
Frank N. Newman	81	Independent Director
Anish Melwani	45	Independent Director

Chinta Bhagat is our Co-Chief Executive Officer and chairman of the board of directors. Mr. Bhagat is Managing Partner, co-head and Chief Executive Officer at *L* Catterton Asia, which manages approximately $3.3 billion across three funds. Mr. Bhagat joined *L* Catterton in August 2019, and has been responsible for the end-to-end integration of the Asian franchise into the global firm, underpinned by a recruiting and restructuring program to top-grade the investment, portfolio management, and firm operations functions. He has also overseen investment and divestment of approximately $750 million in this period of time, including leading the firm's investment into Jio Platforms in mid-2020. Prior to joining *L* Catterton, Mr. Bhagat was Head of Private Markets for South Asia and concurrently head of the global healthcare portfolio at Khazanah Nasional, overseeing a total of approximately $5 billion across a range of private and public market assets. After joining Khazanah Nasional in May 2015, Mr. Bhagat was involved in several consumer technology and healthcare deals across the Asian region, including Khazanah's significant investment in Fractal (subsequently acquired by Apax Partners), and Ping An Healthcare & Technology (subsequently listed on the HKSE). Mr. Bhagat was previously Managing Partner of McKinsey & Company's Singapore office, where he spent a total of 14 years, working extensively with principal investors to develop strategies, execute transactions, manage risk, and implement board governance initiatives.

Mr. Bhagat holds a degree in Architecture from the University of Mumbai and an M.B.A. in International Business from INSEAD.

Scott Chen is our Co-Chief Executive Officer and director. Mr. Chen is Managing Partner, co-head and Chief Investment Officer at *L* Catterton Asia, which manages approximately $3.3 billion across three funds. After joining *L* Catterton in second half 2020, Mr. Chen now chairs *L* Catterton Asia's Investment Committee and is focused on rejuvenating the firm's investment program and refreshing its investment strategy that best matches Asia Pacific market opportunities, team's capabilities and *L* Catterton's global expertise. Prior to joining *L* Catterton, Mr. Chen spent nearly 20 years at TPG investing across the broad consumer and healthcare landscape throughout Asia Pacific, most recently serving as Partner and Managing Director. Over the past decade at TPG, Mr. Chen drove the expansion of TPG's China franchise and led or co-led TPG's investments in Greater China including APM Monaco, DuXiaoman, Novotech PPC, Kangji Medical, United Family Healthcare and Li Ning. Prior to joining TPG, Mr. Chen worked in the Technology Mergers & Acquisitions Group of Lehman Brothers in New York. Mr. Chen's current non-profit activities include China Senior Advisor to Bill and Melinda Gates Foundation's Strategic Investment Fund, Chairman and Founder of Hope Matters Foundation and China Fellow and member of the Aspen Global Leadership Network of the Aspen Institute.

Mr. Chen received a B.S. in Business Administration with honors from University of Colorado.

Howard Steyn is our President. Mr. Steyn is a Partner at *L* Catterton who leads the firm's global initiatives, driving cross-geography investments and portfolio company expansion. Mr. Steyn, who has been a senior investment professional at *L* Catterton since September 2007, was previously a Partner at *L* Catterton Growth. Mr. Steyn has worked on numerous investments during his tenure at the firm and served on the boards of a variety of portfolio companies including Zarbee's, Nature's Variety, and Lily's Kitchen. Prior to joining *L* Catterton, Mr. Steyn was a Principal in Bain Capital's venture capital and growth equity funds. During his eight years with Bain Capital, he led investments and worked with management teams to maximize performance in a range of companies from early-stage and growth equity through leveraged buyouts. Prior to Bain Capital, Mr. Steyn worked at McKinsey & Company.

Mr. Steyn earned an A.B. magna cum laude in Social Studies from Harvard College, and received his M.B.A. with honors from The Wharton School of The University of Pennsylvania.

Sanford Litvack is our independent director. Mr. Litvack has more than six decades of commercial litigation and corporate operations experience in both the private and public sectors. Mr. Litvack is currently a partner of leading boutique trial and arbitration law firm Chaffetz Lindsey as well as a fellow of the American College of Trial Lawyers. Formerly, Mr. Litvack was senior counsel in the litigation department at global law firm Hogan Lovells and an assistant attorney general in charge of the Department of Justice's antitrust division. Mr. Litvack previously also served as the chief of corporate operations and the vice chairman of the Board of Directors at Disney, where he spearheaded its acquisitions of ABC and ESPN. His boardroom experience also includes a prior directorship at technology company Hewlett Packard.

Mr. Livack earned his B.A. at The University of Connecticut, and received LL.B. degree from Georgetown University Law Center.

Frank N. Newman is our independent director. Mr. Newman has invented an advanced cybersecurity design, holds five patents on its technology, and has been the Chief Executive Officer and Co-founder of PathGuard, Inc. (or its predecessors), the company he established to implement the system, since 2015. From 2011 until December 2018, Mr. Newman served as Chairman of Promontory Financial Group China Ltd., an advisory group for financial institutions and corporations in China. From 2005 to 2010, Mr. Newman served as Chairman and Chief Executive Officer of Shenzhen Development Bank, a national bank in China. Prior to 2005, Mr. Newman served as Chairman, President, and Chief Executive Officer of Bankers Trust and Chief Financial Officer of Bank of America and Wells Fargo Bank. Mr. Newman served as Deputy Secretary of the U.S. Treasury from 1994 to 1995 and as Under Secretary for Domestic Finance from 1993 to 1994. Mr. Newman has authored two books and several articles on economic matters, published in the U.S., mainland China, and Hong Kong. Mr. Newman has served as a director for major public companies, including Bankers Trust Company, Dow Jones, GUS (Great Universal Stores, in the UK), Korea First Bank, and Shenzhen Development Bank. Mr. Newman has also served as a member of the Board of Trustees of Carnegie Hall. Mr. Newman is currently on the board of directors and the audit committee of ParkerVision, Inc; the board of directors of Aspirational Consumer Lifestyle Corporation where Mr. Newman is the chairman of the audit committee; and the board of directors of Steiner Leisure Limited.

Mr. Newman earned his B.A. magna cum laude in Economics at Harvard University.

Anish Melwani is our independent director. Mr. Melwani is the Chairman and Chief Executive Officer of LVMH for North America. In this role, he oversees and coordinates the activities of the LVMH Group across more than 75 Maisons. Mr. Melwani is a member of the board of directors for Fresh Cosmetics, Inc., Marc Jacobs Holdings LLC, Colgin Cellars LLC, Starboard Cruise Services, Inc., Tiffany & Co. Prior to joining LVMH in 2015, Mr. Melwani was a Senior Partner in the New York office of McKinsey and Company where he co-led the Global Strategy & Corporate Finance practice and supported clients across industries. At McKinsey since 1999, Mr. Melwani counseled senior executives of leading global companies on issues related to corporate strategy, M&A, alliances, portfolio management and organization. Mr. Melwani worked in McKinsey's Singapore and Hong Kong offices and was then relocated to the New York office, where he advised leaders of public sector institutions in New York City. Mr. Melwani is a member of the Council on Foreign Relations, the Board of the United Way of New York City where he serves on the Marketing Committee, and the National Retail Federation's Board of Directors.

Mr. Melwani holds a B.A. in Economics from Harvard University.

Number and Terms of Office of Officers and Directors

Prior to the completion of an initial business combination, any vacancy on the board of directors may be filled by a nominee chosen by holders of a majority of our Founder Shares. In addition, prior to the completion of an initial business combination, holders of a majority of our Founder Shares may remove a member of the board of directors for any reason.

Pursuant to an agreement to be entered into on or prior to the closing of the initial public offering, our Sponsor, upon and following the consummation of an initial business combination, will be entitled to nominate three individuals for election to our board of directors, as long as the Sponsor holds any securities covered by the registration and shareholder rights agreement.

Our officers are appointed by the board of directors and serve at the discretion of the board of directors, rather than for specific terms of office. Our board of directors is authorized to appoint persons to the offices set forth in our amended and restated memorandum and articles of association as it deems appropriate. Our amended and restated memorandum and articles of association provides that our officers may consist of one or more chairman of the board, chief executive officer, president, chief financial officer, vice presidents, secretary, treasurer and such other offices as may be determined by the board of directors.

Committees of the Board of Directors

Our board of directors has three standing committees: an audit committee, a nominating committee and a compensation committee. Subject to phase-in rules and a limited exception, the rules of the Nasdaq and Rule 10A-3 of the Exchange Act require that the audit committee of a listed company be comprised solely of independent directors. Subject to phase-in rules and a limited exception, the rules of the Nasdaq require that the compensation committee and the nominating committee of a listed company be comprised solely of independent directors. Each committee operate under a charter that has been approved by our board and has the composition and responsibilities described below.

Audit Committee

We established an audit committee of the board of directors. Messrs. Litvack, Newman and Melwani serve as members of our audit committee. Our board of directors has determined that each of Messrs. Litvack Newman and Melwani is independent under the Nasdaq listing standards and applicable SEC rules. Mr. Newman serves as the Chairman of the audit committee. Under the Nasdaq listing standards and applicable SEC rules, all the directors on the audit committee must be independent. Each member of the audit committee is financially literate and our board of directors has determined that Mr. Newman qualifies as an “audit committee financial expert” as defined in applicable SEC rules.

The audit committee is responsible for:

- meeting with our independent registered public accounting firm regarding, among other issues, audits, and adequacy of our accounting and control systems;
- monitoring the independence of the independent registered public accounting firm;
- verifying the rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit as required by law;
- inquiring and discussing with management our compliance with applicable laws and regulations;
- pre-approving all audit services and permitted non-audit services to be performed by our independent registered public accounting firm, including the fees and terms of the services to be performed;
- appointing or replacing the independent registered public accounting firm;
- determining the compensation and oversight of the work of the independent registered public accounting firm (including resolution of disagreements between management and the independent auditor regarding financial reporting) for the purpose of preparing or issuing an audit report or related work;
- establishing procedures for the receipt, retention and treatment of complaints received by us regarding accounting, internal accounting controls or reports which raise material issues regarding our financial statements or accounting policies;
- monitoring compliance on a quarterly basis with the terms of the initial public offering and, if any noncompliance is identified, immediately taking all action necessary to rectify such noncompliance or otherwise causing compliance with the terms of the initial public offering; and

- reviewing and approving all payments made to our existing shareholders, executive officers or directors and their respective affiliates. Any payments made to members of our audit committee will be reviewed and approved by our board of directors, with the interested director or directors abstaining from such review and approval.

Nominating Committee

We established a nominating committee of our board of directors. The members of our nominating committee are Messrs. Litvack, Newman and Melwani, and Mr. Litvack serves as chairman of the nominating committee. Under the Nasdaq listing standards, we are required to have a nominating committee composed entirely of independent directors. Our board of directors has determined that each of Messrs. Litvack, Newman and Melwani is independent.

The nominating committee is responsible for overseeing the selection of persons to be nominated to serve on our board of directors. The nominating committee considers persons identified by its members, management, shareholders, investment bankers and others.

Compensation Committee

We established a compensation committee of our board of directors. The members of our compensation committee are Messrs. Litvack, Newman and Melwani, and Mr. Melwani serves as chairman of the compensation committee.

Under the Nasdaq listing standards, we are required to have a compensation committee composed entirely of independent directors. Our board of directors has determined that each of Messrs. Litvack, Newman and Melwani is independent. We have adopted a compensation committee charter, which details the principal functions of the compensation committee, including:

- reviewing and approving on an annual basis the corporate goals and objectives relevant to our President's, Chief Financial Officer's and Chief Operating Officer's, evaluating our President's, Chief Financial Officer's and Chief Operating Officer's performance in light of such goals and objectives and determining and approving the remuneration (if any) of our President, Chief Financial Officer and Chief Operating Officer based on such evaluation;
- reviewing and approving the compensation of all of our other Section 16 executive officers;
- reviewing our executive compensation policies and plans;
- implementing and administering our incentive compensation equity-based remuneration plans;
- assisting management in complying with our proxy statement and annual report disclosure requirements;
- approving all special perquisites, special cash payments and other special compensation and benefit arrangements for our executive officers and employees;
- producing a report on executive compensation to be included in our annual proxy statement; and
- reviewing, evaluating and recommending changes, if appropriate, to the remuneration for directors.

The charter also provides that the compensation committee may, in its sole discretion, retain or obtain the advice of a compensation consultant, legal counsel or other adviser and will be directly responsible for the appointment, compensation and oversight of the work of any such adviser. However, before engaging or receiving advice from a compensation consultant, external legal counsel or any other adviser, the compensation committee will consider the independence of each such adviser, including the factors required by the Nasdaq and the SEC.

Compensation Committee Interlocks and Insider Participation

None of our executive officers currently serves, and in the past year has not served, as a member of the compensation committee of any entity that has one or more executive officers serving on our board of directors.

Code of Ethics

We have adopted a Code of Ethics applicable to our directors, officers and employees. A copy of the Code of Ethics will be provided without charge upon request from us. We intend to disclose any amendments to or waivers of certain provisions of our Code of Ethics in a Current Report on Form 8-K.

Conflicts of Interest

L Catterton manages a significant number of funds. *L* Catterton and its affiliates, including *L* Catterton Asia, may compete with us for acquisition opportunities. If these entities decide to pursue any such opportunity, we may be precluded from procuring such opportunities. In addition, investment ideas generated within *L* Catterton may be suitable for both us and for current or future *L* Catterton funds and may be directed to such *L* Catterton Funds rather than to us. Neither *L* Catterton nor members of our management team who are also employed by *L* Catterton have any obligation to present us with any opportunity for a potential business combination of which they become aware, unless presented to such member solely in his or her capacity as an officer of the company. *L* Catterton and our management, in their capacities as employees of *L* Catterton or in their other endeavors, may be required to present potential business combinations to other entities, before they present such opportunities to us.

In addition, *L* Catterton or its affiliates, including *L* Catterton Asia, may sponsor other blank check companies similar to ours during the period in which we are seeking an initial business combination, and members of our management team may participate in such blank check companies. Any such companies may present additional conflicts of interest in pursuing an acquisition target, particularly in the event there is overlap among the management teams.

Notwithstanding the foregoing, we may pursue an Affiliated Joint Acquisition opportunity one or more affiliates of *L* Catterton and/or one or more investors (who may or may not be investors in *L* Catterton). Such entities may co-invest with us in the target business at the time of our initial business combination, or we could raise additional proceeds to complete the acquisition by issuing to such entity a class of equity or equity-linked securities.

Under Cayman Islands law, officers and directors owe the following fiduciary duties:

- duty to act in good faith in what the director or officer believes to be in the best interests of the company as a whole;
- duty to exercise powers for the purposes for which those powers were conferred and not for a collateral purpose;
- directors should not improperly fetter the exercise of future discretion;
- duty to exercise powers fairly as between different sections of shareholders;
- duty not to put themselves in a position in which there is a conflict between their duty to the company and their personal interests; and
- duty to exercise independent judgment.

In addition to the above, directors also owe a duty of care that is not fiduciary in nature. This duty has been defined as a requirement to act as a reasonably diligent person having both the general knowledge, skill and experience that may reasonably be expected of a person carrying out the same functions as are carried out by that director in relation to the company and the general knowledge skill and experience of that director.

As set out above, directors have a duty not to put themselves in a position of conflict and this includes a duty not to engage in self-dealing, or to otherwise benefit as a result of their position. However, in some instances what would otherwise be a breach of this duty can be forgiven and/or authorized in advance by the

shareholders *provided* that there is full disclosure by the directors. This can be done by way of permission granted in the amended and restated memorandum and articles of association or alternatively by shareholder approval at general meetings.

Certain of our officers or directors presently have, and any of them in the future may have additional, fiduciary and contractual duties to other entities. As a result, if any of our officers or directors becomes aware of a business combination opportunity that is suitable for an entity to which he or she has then-current fiduciary or contractual obligations, then, subject to their fiduciary duties under Cayman Islands law, he or she will need to honor such fiduciary or contractual obligations to present such business combination opportunity to such entity, before we can pursue such opportunity. If these other entities decide to pursue any such opportunity, we may be precluded from pursuing the same. However, we do not expect these duties to materially affect our ability to complete our initial business combination. Our amended and restated memorandum and articles of association provide that, to the fullest extent permitted by applicable law: (i) no individual serving as a director or an officer shall have any duty, except and to the extent expressly assumed by contract, to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as us; and (ii) we renounce any interest or expectancy in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for any director or officer, on the one hand, and us, on the other unless such opportunity is expressly offered to such person in their capacity as a director or officer of our company and the opportunity is one that our company is permitted to complete on a reasonable basis.

Below is a table summarizing the entities to which our executive officers and directors currently have fiduciary duties, contractual obligations or other material management relationships:

Individual	Entity	Entity's Business	Affiliation
Chinta Bhagat	L Catterton Asia	Investment	Managing Partner, co-head and Chief Executive Officer
Scott Chen	L Catterton Asia	Investment	Managing Partner, co-head and Chief Investment Officer
Howard Steyn	L Catterton	Investment	Partner
Sanford Litvack	Chaffetz Lindsey LLP	Law Firm	Partner
Frank Newman	PathGuard, Inc.	Security	Chief Executive Officer and co-founder
Anish Melwani	LVMH of North America	Luxury retail	Chairman and Chief Executive Officer

Potential investors should also be aware of the following other potential conflicts of interest:

- Our executive officers and directors are not required to, and will not, commit their full time to our affairs, which may result in a conflict of interest in allocating their time between our operations and our search for a business combination and their other businesses. We do not intend to have any full-time employees prior to the completion of our initial business combination. Each of our executive officers is engaged in several other business endeavors for which he may be entitled to substantial compensation, and our executive officers are not obligated to contribute any specific number of hours per week to our affairs.
- Our Sponsor subscribed for Founder Shares prior to the date of this Report and will purchase private placement warrants in a transaction that will close simultaneously with the closing of the initial public offering.
- Our Sponsor and each member of our management team have entered into an agreement with us, pursuant to which they have agreed to waive their redemption rights with respect to any Founder Shares and public shares held by them in connection with (i) the completion of our initial business combination and (ii) a shareholder vote to approve an amendment to our amended and restated memorandum and articles of association (A) that would modify the substance or timing of our obligation to provide holders of our Class A ordinary shares the right to have their shares redeemed in connection with our initial business combination or to redeem 100% of our public shares if we do not complete our initial business combination prior to March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles) or (B) with respect to any

other provision relating to the rights of holders of our Class A ordinary shares. Additionally, our Sponsor has agreed to waive its rights to liquidating distributions from the trust account with respect to its Founder Shares if we fail to complete our initial business combination within the prescribed timeframe. If we do not complete our initial business combination within the prescribed timeframe, the private placement warrants will expire worthless. Except as described herein, our Sponsor, officers and directors have agreed not to transfer, assign or sell any of their Founder Shares until the earliest of (A) one year after the completion of our initial business combination and (B) subsequent to our initial business combination, (x) if the closing price of our Class A ordinary shares equals or exceeds $12.00 per share (as adjusted for share subdivisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after our initial business combination, or (y) the date on which we complete a liquidation, merger, share exchange or other similar transaction that results in all of our public shareholders having the right to exchange their ordinary shares for cash, securities or other property. Except as described herein, the private placement warrants will not be transferable until 30 days following the completion of our initial business combination. Because each of our executive officers and directors will own ordinary shares or warrants directly or indirectly, they may have a conflict of interest in determining whether a particular target business is an appropriate business with which to effectuate our initial business combination.

- Our officers and directors may have a conflict of interest with respect to evaluating a particular business combination if the retention or resignation of any such officers and directors is included by a target business as a condition to any agreement with respect to our initial business combination. In addition, our Sponsor, officers and directors may sponsor, form or participate in other blank check companies similar to ours during the period in which we are seeking an initial business combination. Any such companies may present additional conflicts of interest in pursuing an acquisition target, particularly in the event there is overlap among investment mandates.

Subject to obtaining the necessary approvals from the advisory board of *L* Catterton Asia 3, we are not prohibited from pursuing an initial business combination with a company that is affiliated with *L* Catterton, our Sponsor, officers or directors. In addition, in the event we seek to complete our initial business combination with a company that is affiliated with *L* Catterton, our Sponsor or any of our officers or directors, we, or a committee of independent directors, will obtain an opinion from an independent investment banking firm or another independent entity that commonly renders valuation opinions that such initial business combination is fair to our company from a financial point of view. We are not required to obtain such an opinion in any other context.

Furthermore, in no event will our Sponsor or any of our existing officers or directors, or their respective affiliates, be paid by us any finder's fee, consulting fee or other compensation prior to, or for any services they render in order to effectuate, the completion of our initial business combination. Further, commencing on the date our securities are first listed on the Nasdaq, we will also reimburse an affiliate of our Sponsor for office space, secretarial and administrative services incurred on our behalf in the amount of $10,000 per month.

We cannot assure you that any of the above-mentioned conflicts will be resolved in our favor.

Executive Compensation

None of our executive officers or directors have received any cash compensation for services rendered to us. Commencing on the date that our securities are first listed on the Nasdaq through the earlier of consummation of our initial business combination and our liquidation, we will reimburse an affiliate of our Sponsor for office space, secretarial and administrative services incurred on our behalf in the amount of $10,000 per month. In addition, our Sponsor, executive officers and directors, or their respective affiliates will be reimbursed for any out-of-pocket expenses incurred in connection with activities on our behalf such as identifying potential target businesses and performing due diligence on suitable business combinations. Our audit committee will review on a quarterly basis all payments that were made by us to our Sponsor, executive officers or directors, or their affiliates. Any such payments prior to an initial business combination will be made using funds held outside the trust account. Other than quarterly audit committee review of such reimbursements, we do not expect to have any additional controls in place governing our reimbursement payments to our directors and executive officers for their out-of-pocket expenses incurred in connection with

our activities on our behalf in connection with identifying and consummating an initial business combination. Other than these payments and reimbursements, no compensation of any kind, including finder's and consulting fees, will be paid by the company to our Sponsor, executive officers and directors, or their respective affiliates, prior to completion of our initial business combination.

After the completion of our initial business combination, directors or members of our management team who remain with us may be paid consulting or management fees from the combined company. All of these fees will be fully disclosed to shareholders, to the extent then known, in the proxy solicitation materials or tender offer materials furnished to our shareholders in connection with a proposed business combination. We have not established any limit on the amount of such fees that may be paid by the combined company to our directors or members of management. It is unlikely the amount of such compensation will be known at the time of the proposed business combination, because the directors of the post-combination business will be responsible for determining executive officer and director compensation. Any compensation to be paid to our executive officers will be determined, or recommended to the board of directors for determination, either by a compensation committee constituted solely by independent directors or by a majority of the independent directors on our board of directors.

We do not intend to take any action to ensure that members of our management team maintain their positions with us after the consummation of our initial business combination, although it is possible that some or all of our executive officers and directors may negotiate employment or consulting arrangements to remain with us after our initial business combination. The existence or terms of any such employment or consulting arrangements to retain their positions with us may influence our management's motivation in identifying or selecting a target business but we do not believe that the ability of our management to remain with us after the consummation of our initial business combination will be a determining factor in our decision to proceed with any potential business combination. We are not party to any agreements with our executive officers and directors that provide for benefits upon termination of employment.

Director Independence

The rules of Nasdaq require that a majority of our board of directors be independent within one year of our initial public offering. An "independent director" is defined generally as a person who, in the opinion of the company's board of directors, has no material relationship with the listed company (either directly or as a partner, shareholder or officer of an organization that has a relationship with the company). We have three "independent directors" as defined in Nasdaq rules and applicable SEC rules. Our board of directors has determined that Sanford Livack, Frank N. Newman and Anish Melwani are "independent directors" as defined in Nasdaq listing standards and applicable SEC rules. Our independent directors have regularly scheduled meetings at which only independent directors are present.

Legal Proceedings

There is no material litigation, arbitration or governmental proceeding currently pending against us or our officers or directors.

Properties

We currently maintain our executive offices at 8 Marina View, Asia Square Tower 1 #41-03, Singapore. The cost for our use of this space is included in the $10,000 per month fee we will reimburse an affiliate of our Sponsor for office space, administrative and support services. We consider our current office space adequate for our current operations.

Competition

If we succeed in effecting the Business Combination with LTC, there will be, in all likelihood, significant competition from their competitors. We cannot assure you that, subsequent to the Business Combination, we will have the resources or ability to compete effectively.

Periodic Reporting and Financial Information

We have registered our Units, LCAA Public Shares and LCAA Public Warrants under the Exchange Act and have reporting obligations, including the requirement that we file annual, quarterly and current reports with the SEC. In accordance with the requirements of the Exchange Act, our annual reports will contain financial statements audited and reported on by our independent registered public accountants.

We will provide shareholders with audited financial statements of the prospective target business as part of the proxy solicitation or tender offer materials, as applicable, sent to shareholders. These financial statements may be required to be prepared in accordance with, or reconciled to, GAAP, or IFRS, depending on the circumstances, and the historical financial statements may be required to be audited in accordance with the standards of the PCAOB. These financial statement requirements may limit the pool of potential target businesses we may acquire because some targets may be unable to provide such statements in time for us to disclose such statements in accordance with federal proxy rules and complete our initial business combination within the prescribed timeframe. We cannot assure you that any particular target business identified by us as a potential acquisition candidate will have financial statements prepared in accordance with the requirements outlined above, or that the potential target business will be able to prepare its financial statements in accordance with the requirements outlined above. To the extent that these requirements cannot be met, we may not be able to acquire the proposed target business. While this may limit the pool of potential acquisition candidates, we do not believe that this limitation will be material.

Section 404 of the Sarbanes-Oxley Act requires that we evaluate and report on our system of internal controls beginning with our Annual Report on Form 10-K for the fiscal year ending December 31, 2021. Only in the event we are deemed to be a large, accelerated filer or an accelerated filer will we be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. Further, for as long as we remain an emerging growth company, we will not be required to comply with the independent registered public accounting firm attestation requirement on our internal control over financial reporting. The fact that we are a blank check company makes compliance with the requirements of the Sarbanes-Oxley Act particularly burdensome on us as compared to other public companies because a target business with which we seek to complete our business combination may not be in compliance with the provisions of the Sarbanes-Oxley Act regarding adequacy of its internal controls. The development of the internal control of any such entity to achieve compliance with the Sarbanes-Oxley Act may increase the time and costs necessary to complete any such acquisition.

We are an “emerging growth company,” as defined in Section 2(a) of the Securities Act, as modified by the JOBS Act. As such, we are eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not “emerging growth companies,” including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. If some investors find our securities less attractive as a result, there may be a less active trading market for our securities and the prices of our securities may be more volatile.

In addition, Section 107 of the JOBS Act also provides that an “emerging growth company” can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an “emerging growth company” can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We intend to take advantage of the benefits of this extended transition period.

We will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of our IPO, (b) in which we have total annual gross revenue of at least US$1.235 billion (as adjusted for inflation pursuant to SEC rules from time to time), or (c) in which we are deemed to be a large accelerated filer, which means the market value of the LCAA Public Shares that are held by non-affiliates equals or exceeds US$700 million as of the prior June 30, and (2) the date on which we have issued more than US$1.0 billion in non-convertible debt securities during the prior three-year period.

Additionally, we are a “smaller reporting company” as defined in Item 10(f)(1) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. We will remain a smaller reporting company until the last day of the fiscal year in which (i) the market value of our ordinary shares held by non-affiliates exceeds US$250 million as of the end of that year’s second fiscal quarter or (ii) our annual revenues exceeded US$100 million during such completed fiscal year and the market value of our ordinary shares held by non-affiliates exceeds US$700 million as of the end of that year’s second fiscal quarter. To the extent we take advantage of such reduced disclosure obligations, it may also make comparison of our financial statements with other public companies difficult or impossible.

LCAA'S MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

The following discussion and analysis of LCAA's financial condition and results of operations should be read in conjunction with LCAA's financial statements and the related notes to those statements included elsewhere in this proxy statement/prospectus. In addition to historical financial information, the following discussion contains forward-looking statements that involve risks and uncertainties. LCAA's actual results could differ materially from those discussed in the forward-looking statements as a result of many factors, including those factors set forth in the sections titled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements", which you should review for a discussion of some of the factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis and elsewhere in this proxy statement/prospectus. Unless the context otherwise requires, all references in this section to the "Company," "LCAA," "we," "us" or "our" refer to L Catterton Asia Acquisition Corp prior to the consummation of the Business Combination.

Overview

LCAA is a blank check company incorporated on January 5, 2021, as a Cayman Islands exempted company for the purpose of effecting a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities. LCAA reviewed a number of opportunities to enter into a business combination with an operating business, and entered into the Merger Agreement on January 31, 2023, as further described in the section entitled "The Business Combination Proposal" in this proxy statement/prospectus. LCAA intends to effectuate the Business Combination using cash from the proceeds of its IPO, the sale of the LCAA Private Warrants and proceeds from the PIPE financing, if any.

Results of Operations

Our business activities from inception to September 30, 2022 consisted primarily of our formation and completing our IPO, and since the offering, our activity has been limited to identifying and evaluating prospective acquisition targets for a Business Combination. We have neither engaged in any operations nor generated any revenues to date. We will not generate any operating revenues until after completion of our initial Business Combination. We will generate non-operating income in the form of interest income and dividends on investments held in the trust account. 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.

For the three months ended September 30, 2022, we had a net income of approximately $0.6 million, which included a gain from the change in fair value of warrant liabilities of $1.0 million, interest income earned on investments held in the trust account of $1.3 million offset by formation and operating expenses of $1.7 million.

For the nine months ended September 30, 2022, we had a net income of approximately $9.8 million, which included a gain from the change in fair value of warrant liabilities of $11.3 million, interest income earned on investments held in the trust account of $1.7 million offset by formation and operating expenses of $3.2 million.

For the three months ended September 30, 2021, we had a net income of approximately $3.5 million, which included a loss from operations of $0.2 million, a gain from the change in fair value of warrant liabilities of $3.8 million, and interest income of $3,686.

For the period from January 5, 2021 (inception) through September 30, 2021, we had net income of approximately $7.3 million, which included a loss from operations of $0.6 million, offering cost expense allocated to warrants of $0.7 million, a gain from the change in fair value of warrant liabilities of $8.6 million, and interest income of $16,904.

Our business activities from inception to March 31, 2021 consisted primarily of our formation and completing our IPO, and since the offering through September 30, 2022, our activity has been limited to identifying and evaluating prospective acquisition targets for a Business Combination.

Liquidity and Going Concern

On March 15, 2021, the Company consummated the IPO of 25,000,000 units (the "Units" and, with respect to ordinary share included in the Units being offered, the "Public Shares"), at $10.00 per Unit, generating gross proceeds of $250,000,000. Simultaneously with the closing of the IPO, the Company consummated the issuance and sale of 5,000,000 warrants (the "Private Placement Warrants") at a price of $1.50 per Private Placement Warrant in a private placement to the Sponsor, generating gross proceeds of $7,500,000. Transaction costs amounted to $16,467,878 consisting of $5,730,175 of underwriting discount, $10,027,806 of deferred underwriting discount, and $709,897 of other offering costs.

As of September 30, 2022, the Company had $66,995 in its operating bank account. As of September 30, 2022, the Company had a working capital deficit of $2,439,453.

The Company's liquidity needs up to its IPO were satisfied through a capital contribution from the Sponsor of $25,000 for the Founder Shares and the loan under an unsecured promissory note from the Sponsor of up to $300,000. Subsequent to the consummation of the IPO, the Company's liquidity needs have been satisfied through the net proceeds from the consummation of the Private Placement not held in the trust account. In addition, in order to finance transaction costs in connection with a Business Combination, our Sponsor or an affiliate of our Sponsor, or certain of our officers and directors may, but are not obligated to, provide us working capital loans. As of September 30, 2022, there were no amounts outstanding under any working capital loan.

The Company will be using the funds held outside of the trust account for paying existing accounts payable, identifying, and evaluating prospective initial Business Combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination.

Going Concern

In connection with the Company's assessment of going concern considerations in accordance with the authoritative guidance in Financial Accounting Standard Board ("FASB") Accounting Standards Update ("ASU") 2014-15, "Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern," management has determined that the mandatory liquidation and subsequent dissolution, should the Company be unable to complete an initial business combination, raises substantial doubt about the Company's ability to continue as a going concern. The Company has until March 15, 2023 (or such later date as may be approved by LCAA shareholders in an amendment to the LCAA Articles), to consummate an initial business combination. It is uncertain that the Company will be able to consummate an initial business combination by the specified period. If an initial business combination is not consummated by March 15, 2023, there will be a mandatory liquidation and subsequent dissolution. These financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to continue as a going concern. The Company intends to complete an initial business combination before the mandatory liquidation date. However, there can be no assurance that the Company will be able to consummate any business combination by March 15, 2023.

Contractual Obligations

As of September 30, 2022, we do not have any long-term debt obligations, capital lease obligations, operating lease obligations, purchase obligations or long-term liabilities other than deferred underwriters' discount of $10,027,806 and amounts owed to the Sponsor of $120,000 under the administrative services agreement.

Critical Accounting Policies

This management's discussion and analysis of our financial condition and results of operations is based on our financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities in our financial statements. On an ongoing basis, we evaluate our estimates and judgments, including those related to fair value of financial instruments and accrued expenses. We base our estimates on historical experience, known trends and events and various other factors that we believe to be reasonable under the circumstances, the

results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

There have been no significant changes in our critical accounting policies as discussed in the Annual Report on Form 10-K filed by us with the SEC on March 28, 2022.

***Warrants* Liability**

We evaluated the Warrants in accordance with ASC 815-40, "Derivatives and Hedging — Contracts in Entity's Own Equity", and concluded that a provision in the Warrant Agreement related to certain tender or exchange offers as well as provisions that provided for potential changes to the settlement amounts dependent upon the characteristics of the holder of the warrant, precludes the Warrants from being accounted for as components of equity. As the Warrants meet the definition of a derivative as contemplated in ASC 815 and are not eligible for an exception from derivative accounting, the Warrants are recorded as derivative liabilities on the Balance Sheet and measured at fair value at inception (on the date of the IPO) and at each reporting date in accordance with ASC 820, "Fair Value Measurement", with changes in fair value recognized in the Statement of Operations in the period of change.

Class A Ordinary Shares Subject to Possible Redemption

We account for our Class A ordinary share subject to possible redemption in accordance with the guidance in Accounting Standards Codification ("ASC") Topic 480 "Distinguishing Liabilities from Equity." Class A ordinary share subject to mandatory redemption is classified as a liability instrument and is measured at fair value. Conditionally redeemable ordinary share (including ordinary share that features redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within our control) is classified in temporary equity. At all other times, ordinary share is classified as shareholders' equity. Our Class A ordinary share feature certain redemption rights that are considered to be outside of our control and subject to occurrence of uncertain future events. Accordingly, at September 30, 2022 and December 31, 2021, the 28,650,874 Class A ordinary share is presented at redemption value as temporary equity, outside of the shareholders' deficit section of our balance sheets. The Company recognizes changes in redemption value immediately as they occur and adjusts the carrying value of redeemable ordinary share to equal the redemption value at the end of each reporting period. Increases or decreases in the carrying amount of redeemable ordinary share are affected by charges against additional paid in capital and accumulated deficit.

Net Income Per Share

The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, Earnings Per Share. Net income per share is computed by dividing net income by the weighted average number of ordinary shares outstanding during the period. The Company has two classes of shares, Class A Ordinary Shares and Class B Ordinary Shares. Earnings and losses are shared pro rata between the two classes of shares. The Company has not considered the effect of warrants sold in the Initial Public Offering and the private placement to purchase 15,037,174 ordinary shares in the calculation of diluted income per share, since the exercise of the warrants is contingent upon the occurrence of future events. As a result, diluted net income per ordinary share is the same as basic net income per ordinary share for the period presented.

The Company's statement of operations applies the two-class method in calculating net income per share. Basic and diluted net income per ordinary share for Class A ordinary share and Class B ordinary share is calculated by dividing net income attributable to the Company by the weighted average number of shares of Class A ordinary share and Class B ordinary share outstanding, allocated proportionally to each class of ordinary share.

Recent Accounting Pronouncements

The Company's management does not believe that any other recently issued, but not effective, accounting standards, if currently adopted, would have a material effect on the accompanying financial statements.

Off-Balance Sheet Financing Arrangements

As of September 30, 2022, we did not have any off-balance sheet arrangements as defined in Item 303(a)(4)(ii) of Regulation S-K.

INFORMATION ABOUT LOTUS TECH

Unless the context otherwise requires, all references in this section to "Lotus Tech," "we," "us" or "our" refer to LTC and its subsidiaries.

Our business

We are a pioneering luxury battery electric vehicle (BEV) maker that designs, develops, and sells luxury lifestyle vehicles (non-sports car vehicles for daily usage) under the iconic British brand "Lotus". With over seven decades of racing heritage and proven leadership in the automotive industry, the Lotus brand symbolizes the market-leading standards in performance, design and engineering. Fusing proprietary next-generation technology built on world class research and development capabilities and an asset-light model empowered by Geely Holding, we are breaking new grounds in electrification, digitization and intelligence.

The Lotus brand was founded in the U.K. in 1948 and has since established itself as a high-performance sports car brand with innovative engineering and cutting-edge technologies, renowned for its superior aerodynamics and lightweight design. The Lotus brand was born out of legendary success on the racetrack including 13 FIA Formula 1 world titles and many other championship honors. In 2017, Geely Holding acquired a 51% stake in Lotus UK and further set us up as a luxury lifestyle BEV maker. Geely Holding, a global mobility technology group with a proven track record in seeding BEV brands, has successfully incubated and revitalized a series of world-renowned brands with attractive financial profiles including Volvo, Polestar, LYNK&CO., and Zeekr. Positioned as the only Geely Holding-affiliated brand with sports car DNA, we have received comprehensive support from Geely Holding in manufacturing, supply chain, R&D, logistics infrastructure, and human capital, and are in the process of transforming from a British sports car company to a global pioneer of high-performance electric vehicles to bridge the gap between the traditional sports car and a new generation of electric vehicles. The proposed business combination with LCAA, a SPAC affiliated with *L* Catterton, which has a strategic relationship with LVMH, is expected to provide significant support in consumer insights and brand collaboration that will enable us to effectively raise our brand awareness globally.

According to Oliver Wyman, the global luxury BEV market, as defined by BEVs with MSRP of over US$80,000, is expected to grow rapidly at a CAGR of 35% over 2021-2031 and reach a market size of nearly 1.9 million units by 2031. However, the global luxury BEV market is currently underserved, with only approximately 10 existing luxury BEV models, as compared to over 100 internal combustion engine (ICE) luxury models, leaving consumers with limited choices. As an early mover in the global luxury BEV market, we are leading the electrification transformation of this fast-growing luxury car segment, launching our E-segment BEV model years ahead of our competitors and targeting to become the first traditional luxury auto brand to achieve 100% BEV product portfolio by 2027. We launched our first fully electric Hyper-SUV, Eletre, in 2022. Beginning with Eletre, our new car roll outs will all be BEV models. We expect to take up market share and realize our first mover advantages by addressing unfilled demands in the current market.

Eletre is a luxury lifestyle E-segment SUV powered by our 800-volt Electrical Performance Architecture ("EPA"), which is a newly debuted self-developed BEV platform initially based on the same foundation of Sustainable Experience Architecture ("SEA"), the world's first open-source BEV architecture. Combining its technologically advanced platform with cutting-edge design, Eletre delivers leading performance in acceleration, driving range and charging speed. We have three different versions of Eletre, namely, Eletre, Eletre S and Eletre R, to satisfy the various demands of customers. Eletre R, in particular, generates a maximum 905 horsepower (hp) and can accelerate from 0 to 100 km/h in 2.95s. Its 112-kWh battery pack offers a maximum WLTP range of 490 km and can be recharged from 10% to 80% in less than 20 minutes. While offering unrivaled performance, Eletre comes at a better value-for-money proposition — with average manufacturer's suggested retail price ("MSRP") higher than US$100,000 — compared to traditional luxury OEMs. Eletre has accumulated a global orderbook of over 5,000 units as of January 31, 2023 and vehicle deliveries are set to begin in China in the first quarter of 2023 and in the UK and EU later in 2023. Planning is underway for deliveries to the U.S. and rest of the world. In addition to Eletre, we plan to launch two additional fully electric vehicles over the next two years, including an E-segment sedan in 2023 and a D-segment SUV in 2024.

We believe that our R&D capability is one of our key competitive strengths. Drawn from Lotus brand sports car design heritage, deep automotive expertise and next-generation technologies, our proprietary 800-volt EPA is a high-performance platform for luxury electric vehicles, which was developed over five years of

R&D efforts. It features super charging capabilities, high energy conservation, and high-speed data transmission, with high adaptability that can accommodate varying battery sizes, motors, and component layouts across vehicle classes. Such superior design enables us to quickly roll out new models and ramp up production with competitive performance attributes and achieve economies of scale. Aside from the EPA, we have developed a leading ADAS with fully-embedded L4-ready hardware capabilities enabled by the world's first deployable LiDAR system and proprietary software system. Our five wholly-owned R&D facilities spanning the U.K., Germany and China demonstrate a seamless collaboration among highly experienced and dedicated Lotus teams to support our world-class R&D capabilities.

We manufacture all BEV models through a contract manufacturing partnership with Geely Holding, utilizing Geely Holding's newly-constructed, state-of-the-art manufacturing facilities dedicated for EVs in Wuhan, China, with a production capacity of 150,000 units annually. Leveraging Geely Holding's readily available production capacity, we believe we can execute our business plan with higher scalability and flexibility while limiting our upfront capital commitments, compared to most other OEMs. Besides, leveraging Geely Holding's global supply-chain network, strong bargaining power in procurement and stable relationships established with reputable suppliers such as NVIDIA, Qualcomm, CATL, and Momenta, we can secure high-quality components at more competitive prices, which we believe would allow us to better manage any supply-chain disruption risk more effectively compared to other OEMs.

We bring customers a luxury retailing experience through a digital-first, omni-channel sales model to establish and develop direct relationship with customers and covers the entire spectrum of customer experience, both physically and virtually. We operate premium stores in high-footfall locations, providing personalized and exclusive services to create a luxurious purchasing experience for our customers. Our global sales digital platform provides a full suite of luxury retailing experience, including, a virtual showroom of our brand and products, an enquiry, order, purchasing and customization platform, and a reservation system for test driving, product delivery, aftersales services, among others. Our customers can choose their versions of Eletre and are offered a wide range of options for customization, including exterior, interior, and other functions and features. In addition to the fully digitalized online retail model supported by the Lotus App, we adopt a direct sales model and have established co-partnership programs with some of the leading automotive dealers across all regions, in order to expand our presence rapidly in an asset-light manner. As part of the Lotus brand's philosophy of "born British and raised globally," we have developed a global sales and distribution network. We and Lotus UK have entered into a Distribution Agreement pursuant to which a subsidiary of ours will be appointed as the global distributor for Lotus UK. As such, we have established a Global Commercial Platform ("GCP") to distribute Lotus branded vehicles models, including Eletre and our future BEV models, as well as the sports car models developed and manufactured by Lotus UK, namely Evija (BEV sports car), Emira (ICE sports car) and another BEV sports car to be launched by Lotus UK in 2025. We believe this is the most efficient approach to market Lotus cars and promote the Lotus brand globally. Upon signing the Distribution Agreement, we and Lotus UK operated 169 stores globally, and we plan to expand our retail network to over 300 stores by 2025.

Our Strategy

The growth of the global luxury car segment is expected to outpace that of the overall car market, growing at a CAGR of 10% from 2021-2031, according to Oliver Wyman. Additionally, driven by regulatory tailwinds and increasing sustainability awareness, the total global BEV market is expected to grow rapidly at a CAGR of 24% from 2021 to 2031. Within the global BEV market, the luxury BEV segment is expected to outgrow the mass market BEV segment, growing at a CAGR of 35% and is expected to reach a total market size of 1.9 million units by 2025. We are well positioned to capitalize on the growth momentum of the global luxury BEV segment by leveraging the following strategies.

Invest in brand equity and fully transform the brand. Leveraging Lotus brand's racing heritage and proven leadership, we intend to further elevate the brand by continuing to deliver a portfolio of fully electric and high-performance vehicles which satisfy customers' expectations and broaden our customer base, in particular high net worth individuals and the tech-savvy younger generations who value our Brand's DNA. Additionally, the proposed business combination with LCAA is expected to provide significant support in consumer insights and brand collaboration as we expand globally, transforming the Lotus brand from a British sports car company to a global pioneer of high-performance electric vehicles that is well recognized and accessible by global premium customers.

Scale up and expand geographical presence. We intend to deepen our penetration across all regions. Our Lotus brand is closely associated with "customer engagement" and "community building" and in order to provide our customers a luxurious customer experience, we have adopted a direct-to-consumer global sales and distribution strategy that focuses on establishing and developing direct relationship with customer, especially in selected regions including China, the UK, EU and the U.S., which represent some of the key regions that drive fast growth in the global BEV markets. By offering a luxurious purchasing experience and superior customer service, we expect to further deepen our penetration in the global market and target to establish a total of over 300 stores globally by 2025.

Develop next-generation electric vehicle technologies while monetizing Lotus's R&D prowess. We intend to continuously develop and enhance proprietary cutting-edge technologies, including our 800-volt EPA architecture and hardware, algorithm, and software systems to enhance the competitiveness of our vehicles, supported by continuous R&D investment. All of our proprietary technologies are built with the principle of "For the Drivers", while inheriting our unique design language and philosophy. We are in the process of transforming from a British sports car company to a global pioneer of high-performance lifestyle electric vehicles and have set high quality and safety standards for and make continuous improvements on our vehicles and technologies, including our sensory hardware and ADAS software. We also plan to monetize our R&D capabilities by licensing our IPs to other luxury auto brands and providing ADAS software subscriptions to our customers.

Continue to launch new models and upgrade existing models. The successful launches of new models are critical for us to continue capturing market share in the luxury BEV market and strengthening our leadership position. We plan to launch a well-balanced portfolio of new models with exceptional performance in the coming years to broaden our customer base, in particular high net worth individuals and the tech-savvy younger generations, and expand our product breadth. We plan to launch an E-segment sedan in 2023 and a D-segment SUV in 2024. We also intend to upgrade our models to equip our vehicles with innovative technology and design.

Focus on sustainability and lead in electrification. As a leader of the electrification transformation of the luxury car segment, we have launched our E-segment BEV model years ahead of our competitors and plan to continue launching our other BEV models. We also target to become the first traditional luxury auto brand to achieve 100% BEV product portfolio by 2027. As part of the sustainability commitment, we aim to achieve carbon neutrality by 2038, with the green factory, which is owned and operated by Geely Holding, to achieve 100% renewable energy utilization for manufacturing by 2030. We expect to continue to focus on sustainability leadership by waste reduction, and ongoing adoption of renewable energy and recyclable materials.

Our Strengths

We believe we benefit from a number of competitive advantages:

Early mover in the luxury BEV market. We are well positioned to capitalize on the rapid growth of the global luxury BEV market and address unmet demand by offering a portfolio of BEV models. The global luxury BEV market is expected to grow rapidly at a CAGR of 35% over 2021 to 2031 and reach 1.9 million units by 2031, according to Oliver Wyman. We operate at the "sweet-spot" within the luxury BEV segment by providing vehicles with a target price range between US$80,000 to US$149,000, which represents the largest volume contributor to the luxury BEV segment. Additionally, the global luxury BEV market is underserved due to limited availability of models. As an early mover in the luxury BEV market, we have launched our E-segment BEV model years ahead of our competitors and expect to continue launching our BEV models and target to become the first traditional luxury auto brand to achieve 100% BEV product portfolio by 2027, expecting to create significant early mover advantages in terms of electrification progress compared to other brands.

Iconic brand with racing heritage. The core principles and Lotus DNA at the heart of our company come from more than 70 years of sports car design and engineering. The concepts of aerodynamics and lightweight sports car design are highly distinguished and have been the essential part of the Lotus brand's ethos. Since inception, Team Lotus has won multiple Formula 1 championships, including 6 "FIA Formula 1 Drivers' World Championships," 7 "FIA Formula 1 Constructors' World Champions," and 81 "FIA Formula 1

Grand Prix Wins". The Lotus brand was also awarded "Luxury brand of the year" at the prestigious "Luxury Briefing Awards 2019" while Evija received a "2020 MUSE Global Design Award".

Proprietary next generation technology built on world class R&D capabilities. Lotus Group has consistently been a technological pioneer in the automotive industry over the past seven decades. Our exceptional technologies are demonstrated by our proprietary 800-volt EPA architecture entailing super-charging capabilities, high energy conservation, and high-speed data transmission, with high adaptability that can accommodate varying battery sizes, motors, and component layouts across vehicle classes. Additionally, we possess leading ADAS technology with fully embedded L4-ready hardware capability, enabled by the world's first deployable LiDAR system, five 360° perception coverage, and self-developed software system for cognition, decision making, design and control algorithm. Our operating system, Lotus Hyper OS, utilizes technology to create real-time 3D content for passengers. By maintaining a strong focus on R&D and innovation, we expect to enjoy significant competitive advantages over other automotive brands in vehicle performance and driving experience.

Asset-light business model supported by Geely Holding ecosystem. We adopt an asset-light business model that leverages Geely Holding's extensive resources in manufacturing, supply chain, R&D, logistics infrastructure, and human capital. We benefit from Geely Holding's newly-constructed, state-of-the-art manufacturing facilities dedicated for EVs in Wuhan, China, with a production capacity of 150,000 units annually, to manufacture our BEV models, which allows us to operate under a highly scalable model that can efficiently execute our business plan with limited upfront capital commitment. Leveraging Geely Holding's global supply-chain, we can quickly establish and maintain relationships with top-tier global suppliers to secure stable supplies of critical components, particularly components such as battery and automotive chips, which are susceptible to price volatility and supply disruption. We believe the strong support from Geely Holding significantly enhances our ability to expand our global operations more quickly, efficiently, and cost-effectively than other OEMs.

Focus on sustainability targeting fully electric product portfolio. Being at the forefront of electrification and decarbonization, we lead the electrification transformation of luxury car segment and adhere to the highest international ESG standards with an ESG rating of A- by SynTao Green Finance, which awarded A- and above ranking to only 7% of listed companies in its radar. All future new models of Lotus Group will be fully electric, and Eletre marks our transition to a full line-up of BEVs. In addition, Geely Holding has established a photovoltaic generation system for its green factory with an expected capacity of over 16 million kWh in 2023. We believe our commitment to sustainability will resonate with customers who share the same value and vision.

Luxury retailing experience and omni-channel sales model. We adopt a digital-first, omni-channel sales model that uses digital channels and physical retail service to provide a seamless and unified experience to our customers. The Lotus App offers customizable services on our digital platform, providing great flexibility and scalability in response to market and customer requirements. In addition, we adopt a direct sales model and have established co-partnership programs with leading automotive dealers across all regions. We believe such arrangements can help it expand quickly, while maintaining customer intimacy.

Global, experienced, and visionary leadership. We have a pioneering, tech-forward and design-led management team with expertise in automotive, technology and innovation. Led by Mr. Qingfeng Feng, an industry veteran and a visionary leader who has served at Geely Holding for more than 20 years. Our management team is made up of seasoned professionals with diversified backgrounds in R&D, technology, automotive design spaces, and with extensive industry experience at other leading auto firms, such as Geely Holding, Volvo, Mercedes Benz, BMW, Porsche, Maserati, Aston Martin, Ferrari and Bugatti.

Our Vehicles

We are a luxury BEV maker that designs, develops, and sells luxury lifestyle vehicles under the iconic British brand "Lotus." With over seven decades of heritage and proven leadership on racetrack and road cars, the Lotus brand symbolizes the market-leading standards in performance, design and engineering. Our first lifestyle production vehicle, Eletre, is a new breed of pure electric SUV powered by Lotus's proprietary 800-volt EPA. Eletre has a global orderbook of over 5,000 units as of January 31, 2023. Vehicle deliveries are expected to begin in China in the first quarter of 2023 and in the UK and EU later in 2023. Planning is underway for

deliveries to the U.S. and rest of the world. In addition to Eletre, we plan to launch two additional fully-electric vehicles over the next four years, including an E-segment sedan in 2023 and a D-segment SUV in 2024. We also plan to upgrade our models on an ongoing basis.

Eletre

Eletre is the first of our new breed of pure electric SUV. It is our first lifestyle vehicle, which aims to set the standard for our future lifestyle vehicles. The five-seater (four-seater as optional) is 5,103 millimeters long with a 3,019-millimeter wheelbase, providing customers a spacious and comfortable riding experience. Eletre comes with standard five drive modes, switchable through adjusting the front and rear wheel steering, damper settings, chassis controls system, propulsion strategies, and accelerator pedal response.

Three different versions of Eletre are available for pre-order, namely, Eletre, Eletre S and Eletre R, with the choice of two powertrains. These versions are designed to satisfy the various demands of customers — Eletre R is tailored for customers who seek speed and control while Eletre S provides longer range and more comfort. With average MSRP higher than US$100,000, Eletre and Eletre S feature the 450 kilowatts single-speed version, with a maximum miles per full charge (WLTP) of 600 kilometers (km). Eletre and Eletre S can deliver a top speed of 258 km per hour and an acceleration from zero to 100 km per hour in 4.5 seconds and from 80 to 120 km per hour in less than 2.2 seconds, with a maximum of 710 Newton-meter (Nm) of torque. With average MSRP higher than US$130,000, Eletre R comes with the flagship 675 kilowatts dual-speed system, with a maximum WLTP of 490 km and dual-speed version on rear engine. Eletre R can deliver a top speed of 265 km per hour and an acceleration from zero to 100 km per hour in just around 2.95 seconds and from 80 to 120 km per hour in less than around 1.9 seconds, with a maximum of 985 Nm of torque. In addition to standard five drive modes, Eletre R also comes with another track mode. All three versions come with a 112-kilowatt-hour battery pack, with a fast charging time of less than 20 minutes from 10% to 80% capacity using a rapid charger. We offer slightly different Eletre S and R models (namely, Eletre S+ and R+) tailored to the China market.

Efficient aerodynamics have historically been at the heart of the Lotus brand. A significant element of the exterior design of Eletre is porosity, which essentially allows air to flow through the vehicle as opposed to being pushed around it, reducing air resistance and delivering a more efficient journey in terms of improved vehicle range, speed, performance and design aesthetics. Eletre's interior brings a comfortable and luxurious feeling to passengers, configuring highly durable materials and an immersive infotainment system. Eletre is equipped with a 15.1-inch high definition OLED screen which works in tandem with the digital passenger display and provides access to its advanced infotainment system. Information is displayed to the driver via a head-up display (HUD) featuring augmented reality (AR) technology. Voice control is enabled through advanced speech recognition technology.

Lotus Hyper OS is an operating system powering our advanced digital cockpit cabin installed in Eletre, enabling us to create next-generation real-time 3D digital mapping and graphing experiences. Lotus Hyper OS includes two Qualcomm 8155 System-on-chips to provide accelerated graphic rendering and higher data transmission speeds. Eletre will also debut a next-generation digital head unit, which is expected to provide fully customizable displays, hosted on an advanced driver information module.

Eletre is equipped with the latest connectivity technology, including 5G compatibility, which enables the relevant performance and features of the vehicle to be continuously updated and enhanced via over-the-air (OTA) updates. Eletre owners can connect to the car via a smartphone app, and access driving logs, vehicle and charge status, remote features, location services and other functionalities. Eletre also comes with navigation services, including EV routing, EV range assistant, and predictive routing, and provides a series of safety functions. In addition to standard safety features, Eletre features collision mitigation support (front and rear), traffic sign information, front and rear cross traffic alert, children presence detection, lane departure warning, and emergency rescue call.

As of January 31, 2023, we had received over 5,000 orders for Eletre globally. Annual sales volume of Eletre is expected to be between 40,000 to 50,000 units starting from 2026.

Future Models

Type 133

Type 133 is our E-segment BEV sedan currently under development and planned for launch in 2023 with expected delivery in 2024. With average MSRP higher than US$100,000, Type 133 will be a lifestyle executive vehicle and will be manufactured in Wuhan, China. Type 133 is being developed based on the same advanced EPA architecture and adopting the same strong aerodynamics and intelligent driving system as Eletre. Annual sales volume of Type 133 is expected to be between 30,000 to 40,000 units starting from 2027.

Type 134

Type 134 is a D-segment BEV SUV planned for launch in 2024 with expected delivery in 2026. With average MSRP higher than US$70,000, Type 134 will be an SUV targeting younger demographics. Annual sales volume of Type 134 is expected to be between 80,000 to 90,000 units starting from 2027.

Type 135

Type 135 is a BEV sports car planned for launch in 2025 with expected delivery in 2027. With average MSRP higher than US$95,000, Type 135 will be our first all-electric sports car, built upon Lotus's unique sports car platform. Expected annual sales volume of Type 135 is expected to be between 10,000 to 15,000 units starting from 2029.

Our Global Commercial Platform

We have developed a Global Commercial Platform, or GCP, for the sales and distribution of our vehicles and sports cars made by Lotus UK. Upon signing the Distribution Agreement, we and Lotus UK operated a total of 169 stores globally.

Luxury Retailing Experience for Customers

Aiming to provide a future-proof, luxurious customer experience, we adopt a digital-first, omni-channel sales model for Eletre and future BEV models to establish and develop direct relationship with customers, covering the entire spectrum of customer experience, both physically and virtually.

Our global sales digital platform provides a full suite of luxury retailing experience, including, a virtual showroom of our brand and products, an enquiry, order, purchasing and customization platform, and a reservation system for test drive, product delivery, aftersales services, among others. We also create online forums in various geographic markets for customers to engage, search, communicate and interact. Our customers can choose their versions of Eletre and are offered a wide range of options for customization,

including exterior, interior, and other functions and features. Our customers can also reserve test-driving sessions and have access to our digital payment system and aftersales services and software updates.

Master Distribution Agreement with Lotus UK

Pursuant to the Distribution Agreement entered into by and between Lotus Cars Limited, the entity carrying out Lotus UK's sportscar manufacturing operations, and Lotus Technology Innovative Limited (LTIL), our subsidiary, we are the exclusive global distributor (excluding the United States, where LTIL will act as the head distributor with the existing regional distributor continuing its functions) for Lotus Cars Limited to distribute vehicles, parts, and certain tools, and to provide aftersales services, branding, marketing, and public relations for such vehicles, parts, and tools distributed by it. The Distribution Agreement also provides that each year we and Lotus UK will prepare business plans and annual targets taking into account historical sales figures, forecast demand, national, regional, and local trends, and Lotus UK's production capacity for the vehicles. Additionally, pursuant to the Distribution Agreement, existing stores and dealers of Lotus UK are transferred to Lotus Tech. Upon signing the Distribution Agreement, we and Lotus UK operated a total of 169 stores globally. In addition to our Eletre and future BEV models, major vehicle models under the Distribution Agreement include Evija (BEV sports car) and Emira (ICE sports car), both developed and manufactured by Lotus UK, and another BEV sports car expected to be launched by Lotus UK in 2025.

Emira

Launched in 2021 with delivery in 2022, Emira is built on a new Lotus sports car architecture. It uses the pioneering Lotus bonded extruded aluminum chassis technology. Emira is 4,412 millimeters long with a 2,575-millimeter wheelbase. It comes with a power output of 298 kilowatts. Emira can deliver a top speed of 290 km per hour and an acceleration from zero to 100 km per hour in less than 4.5 seconds, with a maximum of 420 Nm of torque. With average MSRP higher than US$85,000, annual sales volume of Emira is expected to be between 5,000 to 6,000 units starting from 2024.

Evija

Launched in 2019 with expected delivery in 2023, Evija, the world's first pure electric British hyper car and a 2020 MUSE Global Design Awards winner, is the first Lotus road car to feature a one-piece ultra-lightweight carbon fiber monocoque chassis. It is 4,459 millimeters long and weighs only 1,887 kilograms. Evija comes with 1,500 kilowatts power system, with a WLTP maximum range of 402 km. Evijia can deliver a top speed of 350 km per hour and an acceleration from zero to 100 km per hour in less than three seconds, with a maximum of 1,704 Nm of torque. Evija is equipped with a 93-kilowatt-hour battery pack, with a fast charging time of around 18 minutes to 100% capacity. With average MSRP higher than US$2.2 million, annual sales volume of Evija is expected to be around 25 units starting from 2023.

Distribution of vehicles and other products

We are responsible for establishing and maintaining a distribution network and an aftersales service network either selling directly, through Lotus UK's subsidiaries, or by appointing sub-distributors. We are responsible for making sure that the sub-distributors will meet all the standards and abide by the guidelines as stipulated in the Distribution Agreement and achieve the minimum criteria for sales and aftersales service provisions, each as set out in the annual business plan. We are also responsible for providing branding, marketing, and public relations services in relation to Lotus-branded products.

Under the Distribution Agreement, we are generally responsible for procuring licenses and permits and fulfilling other procedures and formalities required to import the vehicles, while Lotus UK is responsible for obtaining homologation, also referred to as vehicle approval or type approval, of new sports car vehicle models.

Aftersales services

We also provide service and repair for vehicles manufactured or supplied by Lotus UK, in accordance with the applicable aftersales services and warranty services protocol. To provide customers with convenient and hassle-free aftersales experience, we pay close attention to customer requests and carry out testing and inspection that may be necessary to identify defects and ensure satisfactory functioning of vehicles.

Charging Solutions

We are dedicated to offering our customers a convenient and efficient charging experience and provide multiple solutions including home charging, flash charging through our self-owned charging network, and on the go charging which is provided by our designated partners.

In the UK and EU, we expect to partner with a leading platform which is expected to provide our customers with extensive charger network that covers across the UK and EU. We also plan to offer home charging solutions for owners of Eletre and future models.

In China, we provide home charging solutions and partner with leading suppliers that have charging network across the country. Partnering with local charging solutions developers, we operate self-owned charging network that provides 480 kW flash charging for our featured 800-volt EPA in core commercial areas of metropolises such as Beijing and Shanghai, among others. By the end of 2022, we had launched 35 flash charging stations.

In the U.S. and other global markets, we plan to provide comprehensive charging solutions tailored for local market conditions and customer demands.

Technology

We have taken a decisive path in developing EV-related technologies to achieve a fully-electric product portfolio. We will further establish our strong technology identity, which will be reflected in future electrified models. Bearing the mentality of an outright technology EV brand, we are leading in vehicle intelligence and digitalization, such as having a smarter ADAS and a more immersive infotainment system. We believe the combination of intelligence, digitalization, and quality will enable us to achieve technological advantages.

Pioneering Architecture and Chassis Platform

Eletre is built on an all-new proprietary 800-volt EPA architecture with integrated, high-voltage power distribution system. This architecture uses aluminum and high tensile steel for optimal structural rigidity. The EPA's battery system enables intelligent heat management operating system for maximum energy conservation. Equipped with all-wheel drive and electric motor, Eletre can deliver a top speed of 265 km per hour with a maximum of 985 Nm of torque and it can reach up to 905 hp.

The EPA adopts a highly adaptable design and inherits our light-weight philosophy. The high energy density of the battery pack provides the optimal balance between performance and driving range. There are two electric motors, one driving the front wheels and another driving the rear wheels. Its three-in-one electric drive system integrates each motor with an inverter and a transmitter, an efficient design that makes the unit smaller and lighter. Our EPA enables drivers to enjoy stability, precision, and flexibility:

- *Stability.* Our EPA system is equipped with active stabilizer bar systems to dynamically adjust stabilizer bars under various driving conditions, and deliver sports car-like experience and premium agility, cornering stability and controllability. The active suspension control system adjusts the height and damping rate of the suspension system to provide an optimal balance between comfort and handling performance.
- *Precision.* The active kinematics control available in EPA implemented by a rear-wheel steering system will optimize the cornering control and agility at all speeds. The active kinematics control technology adjusts the turning radius at various speeds and enhances the maneuverability at low speeds and agility at high speeds.
- *Flexibility.* Lotus intelligent dynamic control system (LIDC) improves the flexibility of vehicles in complex road conditions, such as curved road conditions, therefore improving the overall stability. The one-box brake system is another highlight which increases vehicle flexibility where a de-coupled system design enables a sports car-like brake pedal feel in combination with improved energy regeneration during braking maneuvers.

Intelligent Autonomous Driving

Lotus Autonomous Driving research and development commenced as early as 2018. We are committed to building the best platform for advanced autonomous driving technologies and have strong self-development

abilities, which includes cognition, decision, planning and control. We support end-to-end autonomous driving technologies with expertise in best-in-class hardware, advanced software and algorithms, and powerful cloud solutions. Our intelligent autonomous driving R&D teams in Germany and China have extensive experience in homologation and deep understanding of the behaviors and preferences of local customers. In addition, in 2021, we collaborated with Momenta, a leading autonomous driving technology company, who provided us with insights of perception level technologies.

- *Top-class autonomous driving hardware.* We have invested significant resources into the development of hardware and we have L4-ready hardware embedded in our vehicles. Our deployable LiDAR technology is capable of all-around perception coverage with seven HD cameras of eight-megapixel, six millimeter-wave radars among which the front and rear are image radars, four 128-line LiDARs, 12 ultrasonic radars, one in-car camera, and four around-view cameras of two-megapixel. By combining radars and LiDARs with camera sensors, Eletre can capture the speed and other information on the road to support high-level autonomous driving functions. In addition, Eletre is also powered and supported by dual Orin-X chips with 508 TOPS computing power to process complex data and image. The L4-ready hardware on Eletre is capable of capturing significant amounts of high-quality information, which in turn could be used to optimize our key autonomous driving algorithms, thereby helping us remain as a leader in the development of such technology. We believe this top-class driving hardware distinguishes Eletre from our competitors' vehicles and enables Eletre to evolve with the development of autonomous driving technology throughout its life-cycle.
- *Advanced software capabilities.* Our intelligent autonomous driving R&D team has developed key autonomous driving algorithms including cognition, decision, planning, and control. Our autonomous driving-related testing and simulation tools are also being developed to test and train algorithms and build a foundation of our cloud-based services. Our advanced autonomous driving software and algorithms take into account of various scenarios, including high-way, urban, and tunnels. Our self-developed autonomous driving algorithms was ranked in the top three in motion forecasting competition by Argoverse. Eletre will come with L2 autonomous driving solutions such as driving assistance, parking assistance, and active safety system, upon delivery. On top of these functions, we are developing end-to-end solutions for scenarios such as high-way, urban, and parking, which we expect to integrate into Eletre as premium functions through OTA.
- *Powerful cloud services.* We constructed a powerful cloud infrastructure to support cloud-based services to customers. Our cloud services fully empower autonomous driving in data compliance, model training, process optimization, and improve computing power and digital operation capabilities.

We have integrated these hardware, software and cloud capabilities to develop a full stack of advanced autonomous driving technologies, which enable our vehicles to perceive and intelligently react to their surroundings and thereby enhancing their driving experience. By combining our powerful algorithms, HD cameras, radars and high-precision mapping capabilities, our vehicles are able to precisely perceive their surroundings in stereoscopic display. Our vehicles then dynamically react to their perceived surroundings by leveraging our customized planning and control algorithms. Taken together, our autonomous driving solution offers smooth and intelligent driving experience to drivers, even under extreme road conditions.

Advanced E-mobility Platform

We have developed a well-established electrical, instrumentation and control (EIC) system, which enhances the efficiency and performance of BEV models. With the EIC system, we are pioneering the release of 800-volt architecture and incorporating high-power motors into the e-mobility system. In addition, our supercharging design features significant charging efficiency to ensure the consistently strong performance of its e-mobility system.

- *Pioneering 800-volt architecture.* We have launched an 800-volt electric platform by doubling the voltage to meet customers' high-power demand in BEV. This pioneering design can increase the efficiency of energy utilization and reduce the overall weight of vehicles.
- *High-power motors.* Eletre comes with two electric motors, one driving front wheels and another driving the rear wheels. The high-power motor driving the rear wheels is self-developed by us with a maximum of 450 kw hp. Those motor also incorporates an 800-volt-SiC inverter and two-speed

gearboxes to realize a 100 km per hour acceleration within three seconds and to maintain strong vehicle power performance at the highest speed of 265 km per hour.

- *Supercharging feature.* Underpinned by our self-developed 800-volt architecture and high-power motors, we have developed a 420 kw supercharging solution. The supercharging feature can electrify the battery level from 10% to 80% within 20 minutes and reach 120 km range with five minutes of charging time. We are improving the performance of our supercharging solutions to further reduce the charging time.

Digitalized Cabin and Connectivity

Adhering to our driver-centric design philosophy, we digitalized our cabin design and implemented connectivity features to meet the drivers' expectations in vehicle digitalization and connectivity. By combining configuration and software systems together, we provide optimized intelligent cabin experiences in driving, entertainment, and interactions for our customers.

- *Top cabin configuration.* The cabin of Eletre is equipped with the best-in-class hardware including latest chips and HUD screen technologies. We have onboarded dual Qualcomm 8155 chips to provide accelerated graphic rendering and higher data transmission speeds. Our multi-screens cabin setup provides customers convenient and immersive control over infotainment system.
- *Leading cabin operation system.* Apart from top hardware configuration, we also develop our own Hyper OS cabin operating system with the "UNREAL Engine" to support real-time rendering and optimize 3D content and experiences. The operating system enables the screens to achieve a stable 60 frames per second refresh rate on screens and smooth switches among different cabin functions.
- *Vehicle Connectivity.* The connectivity features are built for multi-vehicle connection scenarios, allowing for high-speed transmission of data among vehicles and with third parties. To enhance the connectivity functions within the vehicle, we onboarded 5G high-speed mobile networks for external downloads and gigabit ethernet for efficient internal connections among vehicle modules. The Bluetooth 5.2 and ultra-wideband digital keys are serving as critical supplements to vehicle connectivity functions for high-quality data transfer.

Sophisticated Engineering Design

The lightweight vehicle design and vehicle aerodynamics are the most noteworthy engineering features of our BEV models design. We also provide engineering design consultancy services to external OEMs.

- *Aerodynamic efficiency.* We have self-developed and patented technologies related to aerodynamics, including wedge-shaped car designs, air intakes, and airfoils, and our electric vehicle portfolio inherits the aerodynamics design heritage. For example, the unique porosity design can reduce the low drag coefficient of Eletre to 0.26, making it easier to pass through the surrounding air. In addition, the active rear spoiler and active air intake grille designs enable Eletre to reach a considerable vehicle downforce for optimal stability at high speeds.
- *Lightweight vehicle design.* The "lightweight" design philosophy is key to our heritage and we keep innovating in the use of materials and in designing new processes to reduce vehicle's weight. For example, we have designed 17 kinds of welding processes to realize lightweight vehicle mass production. The lightweight design enables BEV models to have faster straight-line acceleration, increased range, and extraordinary handling.

Worldwide Research and Development Footprint

We have a dedicated global team to support our R&D activities with a sizable scale and comprehensive functionalities, covering all major technological perspectives. Our approach to innovation demonstrates an inter-connected global collaboration among highly experienced and dedicated Lotus teams in the UK, Germany and China, each with different technological focuses. Centered around our global headquarters in Wuhan, China, which focuses on cloud computing and online data processing, we operate a software center in Shanghai focusing on global system integration and network security and a research institute in Ningbo focusing on electric architecture, charging and power system, and autonomous driving. We have established

two R&D centers on engineering and product design, including Lotus Technology Creative Centre (LTCC) located in the heart of the British car industry in Coventry, UK, with a focus on automotive design and design strategy, product and brand communication and sustainable material science, and Lotus Technology Innovative Centre (LTIC) located in Frankfurt, Germany, with a focus on behavioral science, innovative vehicle technologies, dynamic attribute development, user interface and regional tuning and application.

Our research and development efforts are focusing on the development of key EV technologies while benefiting from the technological support from the Geely Holding ecosystem. We intend to continuously develop cutting-edge technologies, including our 800-volt EPA architecture and hardware, algorithms, and software system to enhance the competitiveness of our vehicles. We also plan to monetize our R&D capabilities by licensing its IPs and software via subscriptions to other luxury auto brands.

Guided by industry-iconic R&D leaders, our global research and development team has extensive experience in automotive and technology industries. As of December 31, 2022, our R&D team consisted of 1,874 professionals with extensive knowledge in automotive, engineering, software, AI as well as diversified working experiences from leading vehicle manufacturers globally. Such composition ensures solid technology development capabilities, especially in intelligence and digitalization. The diversified cultural and professional background promotes the exchange of ideas from different perspectives and ensures the generation of innovations.

United Kingdom

LTCC is a world-class automotive design facility mainly responsible for the design of our performance lifestyle vehicles and future vehicle design strategy. LTCC delivers a complete range of creative disciplines that go beyond traditional automotive styling. The studio has dedicated teams working in, design strategy, exterior and interior design to user and customer experience, studio engineering, color, materials, and finish. The studio takes a brand first approach to ensure these disciplines are brought together cohesively.

Germany

LTIC is a world-class engineering facility in electric mobility. As a part of our international research and development network, LTIC develops new products and solutions for a new era of premium performance driving, and participates in the development of our high-end technology, such as regional development for ADAS, EPA, new architecture, digital vehicle dynamics, vehicle hardware, and intelligent cabin.

As of December 31, 2022, LTIC had more than 180 full-time employees. LTIC adopts an agile organizational structure where its members can work in different working teams based on the focuses of various phases of the project. LTIC works in three main areas:

- The global development oversees global products, including, among others, digital chassis and digital vehicle dynamics. This team has assisted with component integration, durability testing, certification and homologation, as well as EV management systems.
- The regional development and delivery collaborates with our UK and China teams and is responsible for global R&D platform deployment and specification development, catering to regional customer needs. This team is also responsible for the compliance of our products of legal and regulatory requirements, including, among others, analyzing local legislation, managing data center, and dealing with cybersecurity matters.
- The innovation and new platform development is responsible for creating new concepts and new architectures for our future product pipeline. This team studies new technologies and pioneers in digital vehicle dynamics. In addition, LTIC adopts an agile organization setup approach and engineers can work in different working teams during different phases of the project.

China

Our R&D teams in China are based in Wuhan, Shanghai and Ningbo. We focus our research and development efforts in China on our core technology innovation related to the development of electric architecture, charging and power system, cloud computing, online data processing, global system integration

and network security, batteries and energy management, electric motors, electronic control systems, intelligent driving, intelligent manufacturing and more.

We established Lotus Robotics in China, the arm of our in-house autonomous driving competence. Lotus Robotics has built up comprehensive and well-rounded technological capabilities. Its key capabilities include vehicle product development, functional software development, algorithm software development, sensor development, cloud and data, test and validation, computing platform, project management, and marketing and strategies.

Intellectual Property

We regard our patents, trademarks, copyrights, domain names, know-how, proprietary technologies and similar intellectual property as critical to our success. Our IP portfolio consists of intellectual property rights in, among others, vehicle architecture, intelligent cabin, intelligent driving, and fast charging.

As of December 31, 2022, we had 193 registered patents and 386 pending patent applications in various jurisdictions such as mainland China, United States, Japan, and United Kingdom, etc., including patents for our vehicle architecture, intelligent cabin, intelligent driving, and fast charging related technologies. We also had 161 registered trademarks, including “ELETRE”, registered copyrights to ten software programs developed by us relating to various aspects of our operations, as well as 92 registered domain names as of December 31, 2022.

Manufacturing, Supply Chain, and Quality Control

We view the manufacturers and suppliers we work with as key partners through our vehicle development process. We aim to leverage our partners’ industry expertise to ensure that each vehicle we produce meets our strict quality standards.

Our Collaboration with Geely Holding

We have established a strategic collaborative relationship with Geely Holding and our asset-light business model is supported by Geely Holding ecosystem partners. We expect our partnership with Geely Holding to allow us to bring our vehicles to the market at an accelerated pace by leveraging Geely Holding’s manufacturing capacity, bargaining power in procurement and supply chain, capital investment, and operational support.

We entered into a manufacturing arrangement with Geely Holding, for the manufacture of Eletre and our future models for 10 years starting from 2022. Pursuant to the manufacturing agreement, we commissioned Geely Holding for the production of Eletre and future models and we agreed to authorize Geely Holding to access our technologies for the production of such models. We are mainly responsible for the design and development of the models, designation of suppliers, product announcement, and ensuring consistency with global standards of the Lotus brand. We also provide Geely Holding with the necessary intellectual properties for the manufacture of Eletre and future models. Geely Holding is mainly responsible for the ordering and inspection of raw materials, production planning, production quality control, logistics and transportation of manufactured vehicles, and construction and operation of the manufacturing plant. Particularly, quality control is carried out in accordance with our quality assurance framework and approved by Geely Holding. In addition, Geely Holding is responsible for obtaining certificates for the manufactured vehicles.

Manufacturing Plant

Eletre is being manufactured in the BEV manufacturing facility in Wuhan, China, which is owned and operated by Geely Holding. This manufacturing plant is purpose-built for EVs with advanced manufacturing technologies. Covering an area of over one million square meters, the plant has the capacity to produce up to 150,000 vehicles per year. The plant has been constructed to be a brand-new, world-class plant to produce Eletre and other electric vehicles. The plant has the capability of conducting stamping, welding, painting, and assembly, and is equipped with testing tracks, a quality inspection center and a utility power and sewage treatment center. It features an advanced system whereby vehicles can be transported into workshops using autonomous driving technology without any human intervention. The plant is also facilitated with an

approximately three km-length track for quality inspection. Customers can experience driving experience such as racing, drifting and off-road on the track. It has nine left turns and seven right turns and can accommodate vehicles driving at speeds up to 230 km per hour through straight line.

Our Suppliers

We seek to partner with reputable suppliers. We leverage the Geely Holding ecosystem for the order of basic auto parts. For our future models, we intend to use most of the same core suppliers as those used for Eletre.

We have developed close relationships with key suppliers. These include NVIDIA, a global leader in AI computing, which provides its chips for the ADAS used in Eletre; Qualcomm, a world's leading developer of semiconductor technologies, which provides 8155 smart cockpit chips; and CATL, a world's leading manufacturer of lithium-ion battery, which provides batteries for our BEVs. Most of these suppliers are key partners in the Geely Holding ecosystem with years of strong partnership with Geely Holding.

Similar to other global major automobile manufacturers, we follow our internal process to select suppliers taking into account quality, cost, and timing. We have a part quality management team which is responsible for managing and ensuring that supplies meet quality standards. Our method for selecting suppliers depends on the nature of the supplies needed. For general parts which are widely available, we examine proposals from multiple suppliers and choose based on quality and price competitiveness, among other factors. For parts requiring special designs, we review design proposals and choose largely based on design-related factors. However, in certain cases we have limited choices given our scale, such as battery cell packages, so in such circumstances we typically partner with suppliers that we believe to be well-positioned to meet our needs. In addition, when part suppliers are selected, we have established certain environmental guidelines in accordance with our ESG strategies and goals.

Quality Assurance

We aim to deliver high-quality products and services to our customers in line with our core values and commitments. We believe that quality assurance is key to ensuring the delivery of high-quality products and services, and to minimize waste and to maximize efficiency. Quality management has been strongly emphasized across all business functions including product development, manufacturing, supplier quality management, procurement, charging solutions, customer experience, servicing, and logistics. Our quality management groups are responsible for our overall quality strategy, quality systems and processes, quality culture, and general quality management implementation. During the product development, several phases of testing have been implemented to verify our design and production quality. For example, over 400 testing vehicles were built in order to conduct a wide range of function and durability tests, and our tests has run for approximately 1,300,000 kilometers. Our quality standards are guided by industry standards, including ISO9001, R155 CSMS, R156 SUMS, Aspice L2, ISO26262 and ISO/SAE 21434.

Our first volume-manufactured vehicle, Eletre, is manufactured at a new plant which is operated by Geely Holding with quality standards. All lines including stamping, welding, painting, and general assembly are developed in accordance with industry standards with a higher degree of automation. We apply more than 4,000 standards across all phases of product development and supplier quality management. Through the plant automated system, the manufacturing process parameters and parts information are monitored for process control and traceability.

Our Environmental, Social and Governance Charter

Guided by the same principle of the Lotus brand and in collaboration with Lotus UK, our new Environmental, Social and Governance (ESG) Charter formalizes the activities that we have been carrying out. As we transform rapidly to become a global pioneer of electric performance vehicles, we recognize our responsibility to do so in ways that lead our industry in minimizing its impact on the environment, benefitting society and the planet as a whole.

- ***All electric.*** The first of our core ESG commitments is that, throughout the Lotus product line, all future new mainstream vehicles from us and from Lotus UK will be fully electric. Eletre, the latest of our new generation of vehicles, marks our transition to a full line-up of electric vehicles.

- ***Carbon-neutral sustainable development.*** We plan to achieve our goal to become a carbon-neutral company through sustainability in the design of products. Manufacturing sustainability is of high importance to us. Minimizing environmental impacts is one of the most important targets of the manufacturing plant from the very beginning. We have worked with Geely Holding to carry out a series of energy-saving and emission reduction measures at Geely Holding's manufacturing plant, including adopting the design of dry box spray room, the establishment of photovoltaic power generation, waste gas incineration, rainwater collection, water reuse, waste heat utilization, and other green facilities. The photovoltaic power generation system at Geely Holding's manufacturing plant is expected to generate more than 16 million kilowatt-hours in 2023 and achieve 100% renewable energy utilization for manufacturing by 2030. We also target to achieve carbon neutrality (Scope 1, 2 and 3) by 2038. Scope 1 and 2 refer to emissions that are owned or controlled by us whereas Scope 3 emissions are those occur from sources not owned or controlled by us but as a consequence of our activities. The driving change commitment includes significant reduction in carbon emissions throughout the business, substantial elimination of waste, driving efficient and sustainable use of resources in both operations and supply chains, and protecting and preserving natural environments. Geely Holding's manufacturing plant adopted a water reuse system that replenishes the water volume of Lotus Lake by recycling roof rainwater. The lake water will be treated and used for greening, flushing, and landscaping.
- ***Inspiring the next generation.*** To help engage the next generation of Lotus colleagues, we leverage Lotus's unique global appeal and stimulate the ambitions of next generation, especially in the creative science, technology, engineering, art, and mathematics subjects. We help carry out educational outreach programs and work with our communities outside the core business to provide support and stability within its environments. We also adopt and align our strategy to external frameworks including the UN Global Compact, including commitments to transparent, responsible, and ethical business management.

Branding and Marketing

By building up on our iconic sportscar reputation, together with the ambition to invest in a lifestyle business, we have established a strong commercial organizational competence. We collaborate with Lotus UK in marketing activities include branding, global marketing campaigns, public relations, digital marketing, creative product marketing, communications, social media, and other marketing programs. We aim to create demand and expand our customer base globally.

We plan to build a network of around 300 retail stores globally by the end of 2025. We believe that one of the most effective forms of marketing is to continually improve our customers' experience. Our omni-channel sales model is customer-oriented, where our customers can both access our online platform to customize their vehicles, make payments, and order for aftersales services, and come visit us in person, consult our sales team, and reserve for test-driving sessions.

Our marketing department is responsible for building our brand and corporate image, promoting products, facilitating best-in-class customer experience, and providing information regarding our products, strategies, and technology through our omni-channel sales model. In December 2022, we hosted Eletre Hyper Track test drive event at the Shanghai International Circuit where Lotus Eletre R+ (an enhanced version of Eletre R in China) made its first media test drive on a Formula One track.

Furthermore, central functional leadership is in place to help achieve synergies and collaboration at the Lotus Group level. We and Lotus UK are leading the way to build up lifestyle and sportscar businesses respectively under the Lotus brand, ensuring both flexibility and operational uniformity. Customer satisfaction-related performance trackers are incorporated into performance management system as one of the innovative initiatives taken by us to enhance marketing efficiencies.

Cybersecurity and Privacy

We prioritize the trust of our customers and employees and place great emphasis on systems and product security, cybersecurity, and privacy. To protect our systems, products, and data, we apply a variety of technical and organizational security policies, procedures, technical controls and protocols. We have a dedicated team of

professionals that focus on application, network, system and product security based upon a clearly defined organizational operating model. We have obtained the ISO/IEC 27001 certifications (GB/T 22080-2016), and R155/R156 certifications. We have also commenced a corporate-wide data privacy policies and controls with dedicated cross-functional resources.

We implement enterprise vulnerability management processes that include periodic scans designed to identify security vulnerabilities and implement a remediation. In addition, we conduct internal and external penetration tests, receive threat intelligence, follow incident response procedures, and remediate vulnerabilities according to severity and risk. Further, seeking to implement effective management, control, and protection, we have established a centralized, organization-wide view of information assets.

We have instituted cybersecurity risk monitor policies to detect threats and cybersecurity risks of our enterprise information assets and products, we have implemented cybersecurity monitoring capabilities that collect and analyze telemetries from a wide range of sources and takes proactive actions to ensure the security risk visualization of our systems and products.

Our cloud security policies seek to enable secure cloud architecture deployments and extend security capabilities. Utilizing signed certificates, encryption keys, message authentication codes, and cryptography algorithms, we adopt authentication and encryption to secure our products, software, vehicles and their components, and OTA updates. Additionally, we utilize pre-condition checks, sequence and dependency execution, and failure recovery when performing updates during the OTA process.

Our vehicle development involves a significant degree of automation and technology. With that level of complexity and interconnectivity in mind, we are building cybersecurity by TARA process into our vehicle development process itself, with the intent of enabling the business to remain resilient to any potential attacks at our vehicle development.

The objective of our privacy policies is to facilitate beneficial uses of data to improve our products and services while preserving our customers' privacy expectations and complying with applicable law. Global privacy laws and practices will guide the operational design, controls, procedures, and policies for our program. Our strategy accounts for increased risk as our business scales by addressing appropriate security and access controls for customer and employee information. A core tenet of our privacy measures is to implement privacy-by-design principles in both software and hardware development throughout our organization. Our privacy measures will continue to evolve and adapt, utilizing best practices and tailored risk management frameworks, to allow for close collaboration across the organization, particularly between our information technology and legal functions, which is critical for effective privacy measures.

We also work to increase cybersecurity and privacy awareness throughout the organization through education and training. Our cloud security policies seek to enable secure cloud architecture deployments and extend security capabilities. Utilizing signed certificates, encryption keys, message authentication codes, and cryptography algorithms, we have deployed authentication and encryption as part of our efforts to secure our products, software, vehicles and their components, and OTA updates. Additionally, we utilize pre-condition checks, sequence and dependency execution, failure detection, and rollback and recovery when performing updates during the OTA process.

Competition

We face competition from both traditional luxury automotive developers and an increasing number of newer companies focused on electric and other alternative fuel vehicles.

We believe the primary competitive factors on which we compete with our peers include, but are not limited to:

- brand recognition, prestige, and heritage;
- design, styling, and luxury;
- technological innovation;
- driver experience;

- product quality and performance;
- product reliability and safety;
- battery range, efficiency, and charging speeds;
- customer service and customer experience, such as access to charging options and availability and terms of aftersales services;
- product price;
- management team experience at bringing electric vehicles and other disruptive technologies to market;
- manufacturing efficiency;
- environmental impact and perception; and
- the degree and sophistication of related vehicle software.

We believe that we are favorably positioned to compete on the basis of these factors. However, many of our current and potential competitors have substantially greater financial, technical, manufacturing, marketing, and other resources than us. Our competitors may be able to deploy greater resources to the design, development, manufacturing, distribution, promotion, sales, marketing, and support of their products. Additionally, many of our competitors also have greater name recognition, longer operating histories, larger sales forces, broader customer and industry relationships, and other tangible and intangible resources that exceed ours. These competitors also compete with us in recruiting and retaining qualified research and development, sales, marketing, and management personnel, as well as in acquiring technologies complementary to, or necessary for, our products. Additional mergers and acquisitions in the electric vehicle and luxury automotive markets may result in even more resources being concentrated in our competitors.

We believe our brand and history, our focus on design and experience, our advanced technologies, our relationship with Geely Holding and therefore the benefits we can obtain during vehicle development phase, and our future-proof approach give us a competitive edge and allow us to formulate highly differentiated go-to-market strategy. We also have a scalable asset-light business model that we believe generates significant competitive advantages, allowing us to incur less upfront capital expenditure and focus on R&D and technologies.

Employees

As of December 31, 2022, we had 2,913 full-time employees globally, including in China, the UK, and EU. The following table sets forth the numbers of our employees categorized by function as of December 31, 2022.

	As of December 31, 2022	
	Number	%
Functions:		
Research and development	1,874	64.3
Marketing and sales	430	14.8
Supply chain	207	7.1
Functional support	402	13.8
Total	2,913	100.0

Our success depends on our ability to attract, motivate, train and retain qualified personnel. We believe we offer our employees competitive compensation packages and an environment that encourages self-development and, as a result, have generally been able to attract and retain qualified personnel and maintain a stable core management team.

As required by applicable regulations, we participate in various employee social security plans that are organized by municipal and provincial governments, including pension, unemployment insurance, maternity

insurance, work-related injury insurance, medical insurance, and housing insurance. We are required under applicable laws to make contributions to employee benefit plans at specified percentages of the salaries, bonuses, and certain allowances of our employees, up to a maximum amount specified by the local government from time to time. Bonuses are generally discretionary and based in part on employee performance and in part on the overall performance of our business. We have granted, and plan to continue to grant, share-based incentive awards to our employees to incentivize their contributions to our growth and development.

We enter into standard labor contracts and confidentiality agreements with our employees. To date, we have not experienced any significant labor disputes.

Properties and Facilities

Our main offices are located in Shanghai and Wuhan, China. As of December 31, 2022, we had leased premises as summarized below and under operating lease agreements from independent third parties. We believe that our existing facilities are generally adequate to meet our current needs, but we expect to seek additional space as needed to accommodate future growth.

Location	Approximate Size (Building) in Square Meters	Primary Use	Lease Term (years)
Shanghai, China	24,134	Office, Lotus center, experience store	Less than 1 year to 10 years
Wuhan, China	18,660	Office, Lotus center, experience store	1 to over 10 years
Ningbo, China	15,389	Office	1.5 to 5 years
Hangzhou, China	6,709	Office	1.5 to 3 years
Shenzhen, China	5,685	Lotus center, experience store	2.5 years to over 5 years
Beijing, China	4,803	Lotus center, experience store	2.5 to 10 years
Coventry, UK	2,700	Office	5 years
Paris, France	683	Experience store	6 years
Amsterdam, Netherlands	2,795	Office	15 years
Frankfurt, Germany	6,941	Office, workshop	10 to 12 years
Oslo, Norway	50	Pop-up store	Less than 1 year

Insurance

We maintain various insurance policies to safeguard ourselves against risks and unexpected events. We maintain property insurance, public liability insurance, commercial general liability insurance, employer's liability insurance, driver's liability insurance, and inland transit insurance. In addition to providing social security insurance for our employees as required by applicable laws, we also provide supplemental commercial medical insurance for our employees. We do not maintain business interruption insurance or key-man insurance. We believe that our insurance coverage is adequate to cover our key assets, facilities, and liabilities.

Legal Proceedings

We may from time to time be subject to various legal or administrative claims and proceedings arising in the ordinary course of our business. We are currently not a party to any material legal or administrative proceedings.

Litigation or any other legal or administrative proceeding, regardless of the outcome, is likely to result in substantial costs and diversion of our resources, including our management's time and attention.

PRC Government Regulations

This section sets forth a summary of the most significant rules and regulations that affect our business activities in China.

Regulations on Foreign Investment in China

Guidance Catalog of Industries for Foreign Investment

Investments in China by foreign investors and foreign-invested enterprises are regulated by (i) the Special Management Measures (Negative List) for the Access of Foreign Investment (2021 Version), or the 2021 Negative List, which was jointly promulgated by the MOFCOM and the NDRC on December 27, 2021 and took effect on January 1, 2022, and (ii) the Catalog of Industries for Encouraged Foreign Investment (2022 Version), or the 2022 Encouraged Catalog, which was jointly promulgated by the MOFCOM and the NDRC on October 26, 2022 and took effect on January 1, 2023. The 2022 Encouraged Catalog and the 2021 Negative List set out the industries and economic activities in which foreign investment in China is encouraged, restricted, or prohibited. Pursuant to the 2022 Encouraged Catalog, the research and development and manufacture of automobiles, the research and development and manufacture of key parts and components of intelligent vehicles, and the research and development and manufacture of key parts and components of intelligent vehicles of new energy vehicles fall within the encouraged category. However, the 2021 Negative List provides that foreign investors shall hold no more than 50% of the equity interest in a service provider operating certain value-added telecommunications services (other than for e-commerce, domestic multi-parties communications, storage and forwarding categories, call centers).

Foreign Investment Law

On March 15, 2019, the PRC National People's Congress promulgated the Foreign Investment Law, or the 2019 PRC Foreign Investment Law, which came into effect on January 1, 2020. The 2019 Foreign Investment Law embodies an expected regulatory trend in mainland China to rationalize its foreign investment regulatory regime in line with prevailing international practice and the legislative efforts to unify the corporate legal requirements for both foreign and domestic-invested enterprises in China. The 2019 Foreign Investment Law establishes the basic framework for the access to, and the promotion, protection, and administration of foreign investments in view of investment protection and fair competition. Furthermore, the 2019 PRC Foreign Investment Law stipulates that foreign-invested enterprises established according to the previously existing laws regulating foreign investment may maintain their structure and corporate governance within five years after the implementation of the 2019 PRC Foreign Investment Law.

The 2019 Foreign Investment Law stipulates that foreign-invested enterprises operating in "restricted" or "prohibited" industries in the Negative List will be required to obtain market-entry clearance and other approvals from relevant PRC government authorities.

On December 26, 2019, the State Council approved the Implementation Regulations of Foreign Investment Law, which took effect on January 1, 2020, and further requires equal treatment of PRC domestic companies and foreign-invested enterprises in terms of policy making and implementation. On December 26, 2019, the PRC Supreme People's Court issued an Interpretation on the Application of Foreign Investment Law, which took effect on January 1, 2020. This interpretation applies to all contractual disputes arising from the acquisition of the relevant rights and interests by a foreign investor by way of gift, division of property, merger of enterprises, or division of enterprises.

Regulations Relating to Manufacturing Passenger Vehicles

Pursuant to the Provisions on Administration of Investment in Automotive Industry, which was promulgated by the NDRC and became effective on January 10, 2019, enterprises are encouraged to, through equity investment and production capacity cooperation, facilitate mergers and restructuring, enter into strategic alliances, carry out joint research and development of products, organize joint manufacturing, and increase industrial integration. The leading resources in production, education, research, application, and other areas are encouraged to be integrated, and core enterprises in the automotive industry are encouraged to form industrial alliance and industrial consortium.

Pursuant to the Administrative Rules on the Admission of New Energy Vehicle Manufacturers and Products, last amended on July 24, 2020 and effective from September 1, 2020, to be included in the Vehicle Manufacturers and Products Announcement, our vehicles must satisfy certain conditions, including, among others, meeting certain standards set out therein, meeting other safety and technical requirements specified by the MIIT, and passing inspections conducted by a state-recognized inspection institution. After these conditions are met and the application has been approved by the MIIT, the qualified vehicles will be included in the Vehicle Manufacturers and Products Announcement by the MIIT. If a passenger vehicle manufacturer manufactures or sells any model of a passenger vehicle without prior approval of the competent authorities, including the inclusion in the Vehicle Manufacturers and Products Announcement by the MIIT, it may be subject to penalties, including fines, forfeiture of any illegally manufactured and sold vehicles and spare parts, and revocation of its business licenses.

Regulations on Compulsory Product Certification

Pursuant to the Regulations on Certification and Accreditation last amended on November 29, 2020, certification and accreditation activities in mainland China shall comply with these regulations. Under the Administrative Regulations on Compulsory Product Certification, which took effect on September 1, 2009, the List of the First Batch of Products Subject to Compulsory Product Certification, which took effect on May 1, 2002, and the Compulsory Product Certification Catalogue Description and Definition Form, which was last amended on April 21, 2020, the SAMR is responsible for the regulation and quality certification, and vehicle wireless terminal and vehicle wireless module cannot be delivered, sold, imported, or used in operating activities until certified by designated PRC certification authorities as qualified products and granted certification marks, otherwise the violator shall be ordered to make correction and be imposed with a fine ranging from RMB50,000 to RMB200,000 and the illegal income shall be confiscated.

Regulations on Intelligent Connected Vehicles and Autonomous Driving

On March 24, 2021, the Ministry of Public Security, or the MPC issued the Draft Proposed Amendments of the Road Traffic Safety Law (Proposed Amendments). The Proposed Amendments clarify the requirements related to road testing of, and access by, vehicles equipped with autonomous driving functions, as well as regulating how liability for traffic violations and accidents will be allocated. The Proposed Amendments stipulate that vehicles equipped with autonomous driving functions should first pass tests in closed roads and venues and obtain temporary license plates before embarking on road testing. Further, such road testing should be conducted at designated times, areas and routes in accordance with the law. After passing the road test, vehicles equipped with autonomous driving functions can be manufactured, imported and sold in accordance with the relevant laws and regulations, and those needing access to the road must apply for motor vehicle number plates. The Proposed Amendments provide that when vehicles equipped with autonomous driving functions and human driving modes are involved in road traffic violations or accidents, the responsibility of the driver or the autonomous driving system developer shall be determined in accordance with laws, as well as the liability for damage. For vehicles on the road that are equipped with autonomous driving functions without human driving modes, this liability issue should be separately dealt with by relevant departments of the State Council. As of the date of this proxy statement/prospectus, the aforementioned provision has not been officially promulgated or implemented.

On July 27, 2021, the MIIT, the MPC and the Ministry of Transport, or the MOT, jointly issued the Good Practices for the Administration of Road Test and Demonstration Application of Intelligent Connected Vehicles (for Trial Implementation), or Circular 97, which became effective on September 1, 2021, and is the primary regulation governing road tests and demonstrations of intelligent connected vehicles in China. Pursuant to Circular 97, any entity intending to conduct a road testing of autonomous driving vehicles must obtain a road-testing certificate and a temporary license plate for each tested vehicle. To qualify for above testing certificate and temporary license plate, an applicant entity must satisfy, among others, the following requirements: (1) it must be an independent legal person registered in PRC with the capacity to conduct intelligent connected vehicles-related businesses such as manufacturing, technological research and testing of vehicles and vehicle parts, which has established protocol to test and assess the performance of autonomous driving system and is capable of conducting real-time remote monitor of the road tested vehicles, and with the ability of event recording, analysis and reproduction of the vehicles under road testing and ensuring the network security of the vehicles under road testing and the remote monitor platforms; (2) the vehicle under

road testing must be equipped with a driving system that can switch between autonomous pilot mode and human operating mode in a safe, quick and simple manner and allows human driver to take control of the vehicle any time immediately when necessary; (3) the tested vehicle must be equipped with the functions of recording, storing and real-time monitoring the condition of the vehicle and is able to transmit real-time data of the vehicle, such as the driving mode, location and speed; (4) the applicant entity must sign an employment contract or a labor service contract with the driver of the tested vehicle, who must be a licensed driver with more than three years' driving experience and a track record of safe driving and is familiar with the testing protocol for autonomous driving system and proficient in operating the system; (5) the applicant entity must insure each tested vehicle for at least RMB5 million against car accidents or provide a letter of guarantee covering the same. In addition, during testing, the testing entity should post a noticeable identification logo for autonomous driving test on each tested car and should not use autonomous driving mode unless in the permitted testing areas specified in the road-testing certificate. If the testing entity intends to conduct road testing in the region beyond the administrative territory of the certificate issuing authority, it must apply for a separate road-testing certificate and a separate temporary license plate from the relevant authority supervising the road-testing of autonomous cars in that region. In addition, the testing entity is required to submit to the road-testing certificate issuing authority a periodical testing report every six months and a final testing report within one month after completion of the road testing. In the case of a car accident causing severe injury or death of personnel or vehicle damage, the testing entity must report the accident to the road-testing certificate issuing authority within 24 hours and submit a comprehensive analysis report in writing covering cause analysis, final liability allocation results, etc. within five working days after the traffic enforcement agency determines the liability for the accident.

Under the Opinions of the MIIT on Strengthening the Administration of Intelligent Connected Vehicle Manufacturers and Access of Products, which was issued by the MIIT and implemented on July 30, 2021, the primary opinion that enterprises producing auto products with autonomous driving function shall ensure that the auto products at least satisfy the following requirements: (i) it is capable of automatically identify the failure of the autonomous driving system and whether the designed operating conditions are continuously met, and take risk mitigation measures to achieve the minimum risk level; (ii) it is equipped with human-machine interaction function displaying the operating condition of the autonomous driving system; (iii) it has an event data recording system and autonomous driving data recording system to meet relevant functions, performance and safety requirements for accident reconstruction, liability determination and cause analysis, etc.; (iv) it must satisfy the safety requirements to ensure functional safety, expected functional safety, network safety and other process safety, as well as testing requirements such as simulation nature, closed area, actual road, network safety, software upgrade, data recording, to avoid foreseeable and preventable accidents under the designed operating conditions of the tested vehicles.

Pursuant to the Notice of the MIIT on Strengthening Network Safety and Data Safety Work of Vehicle Connectivity issued by the MIIT and implemented on September 15, 2021, enterprises engaged in vehicle connectivity shall strengthen the prevention and protection of intelligent connected vehicles safety, vehicle connectivity's network safety, vehicle connectivity's service platform safety and data safety, and improve the safety standard system, for network safety and data safety.

According to the Notice on Promoting the Development of Intelligent Connected Vehicles and Maintaining the Security of Surveying and Mapping Geographic Information issued by the Ministry of Natural Resources on August 25, 2022, if an intelligent connected vehicle is equipped with or integrated with certain sensors, the collection, storage, transmission and processing of surveying and mapping geographic information and data, including spatial coordinates, images, point clouds and their attribute information, of vehicles and surrounding road facilities in the process of road test, will be considered surveying and mapping activities. Persons who collect, store, transmit and process such surveying and mapping geographic information and data, will be the main actors of surveying and mapping activities. Additionally, if any vehicle manufacturer, service provider or smart driving software provider that is a foreign-invested enterprise needs to engage in the collection, storage, transmission and processing of surveying and mapping geographic information and data, it shall entrust an agency with surveying and mapping qualification to carry out the intended activities, and the entrusted agency shall undertake the collection, storage, transmission and processing of the relevant spatial coordinates, images, point clouds and their attribute information and other businesses, and provide geographic information service and support.

Regulations on Automobile Sales

According to the Administrative Measures on Automobile Sales promulgated by the MOFCOM on April 5, 2017 and effective from July 1, 2017, automobile suppliers and dealers, after receiving a business license, are required to file the basic information through the information management system for the national automobile circulation operated by the competent commerce department of the State Council within 90 days; and such automobile suppliers and dealers must update any change to their filed information within 30 days upon such change in information.

Regulations on the Recall of Defective Automobiles

According to the Administrative Provisions on Defective Automotive Product Recalls, amended on March 2, 2019, the product quality supervision department of the State Council is in charge of the supervision and administration of recalls of defective automobile products nationwide. If an automobile producer is informed of any possible defect in its automobile products, it shall immediately organize an investigation and analysis and truthfully report the results of the investigation and analysis to the product quality supervision department of the State Council. If an automobile producer confirms the existence of a defect in its automobile products, it shall immediately cease the production, sale or import of the defective automobile products and recall all such defective products, and at the same time, it shall formulate a recall plan and file it with the product quality supervision and management department of the State Council. Any recall plan previously filed shall be filed again if there is any change to it. If the producer fails to implement the recall, the product quality supervision department of the State Council shall order the recall. If any automobile producer conceals a defect, refuses to recall by order or fails to stop producing or selling or importing the defective automobile products, it will be ordered to make a correction and subject to fines. Any illegal income will be confiscated, and in severe cases, the relevant permit will be revoked by the licensing authority.

According to the Implementation Rules on the Administrative Provisions on Defective Automotive Product Recalls amended on October 23, 2020, the SAMR is responsible for the supervision and administration of recalls of defective automobile products nationwide. To implement a recall, the producer shall formulate a recall plan and file it with the SAMR and notify its operators in an effective manner. If a producer modifies a recall plan that is previously filed, it shall file it again with the SAMR and submit explanatory materials. The producer shall release the information of the defective automobile products and the information related to the implementation of a recall in ways that are convenient for the public to receive such information, such as through newspapers, websites, radio and television, and inform owners of the automobile products of such defects, emergency treatment to avoid damage and the producer's measures to eliminate the defects.

According to the Circular on Further Improving the Regulation of Recall of Automobile with OTA Technology promulgated by the SAMR on November 23, 2020 and effective from the same date, automobile producers that provide technical services through OTA, in respect of the vehicles sold, are required to complete filing with the SAMR. If a producer adopts the OTA method to eliminate defects in automobile products and implements a recall, it shall formulate a recall plan and file it with the SAMR. If the OTA method fails to effectively eliminate defects or cause new defects, the producer shall take recall measures again.

According to the Notice on the Filing of Online Upgrade of Automotive Software promulgated and implemented by the MIIT Equipment Industry Development Center on April 15, 2022, filing shall be made for a vehicle manufacturer that has obtained the manufacturing permission license for road vehicles, the vehicle products with OTA upgrade function produced by it and the OTA upgrade activities conducted, with tiered filing based on the impact assessment of specific upgrading activities. In particular, it can be divided into three categories: (i) for upgrading activities not involving changes in product safety, environmental protection, energy saving, anti-theft and other technical performance, enterprises may directly conduct such upgrading activities after filing; (ii) for upgrading activities involving changes in product safety, environmental protection, energy saving, anti-theft and other technical performance, enterprises shall submit verification materials to ensure that the products comply with national laws and regulations, technical standards and specifications as well as other relevant requirements. Among them, for upgrading activities involving the change of technical parameters in the Notice, enterprises shall apply for product change or extension with the MIIT in accordance with the management requirements of the Notice before filing such upgrading activities, with such upgrade subject to the completion of product admission under the Notice according to the process, so as to ensure the

consistency of vehicle product production; (iii) for upgrading activities involving vehicle autonomous driving functions (level 3 and above of driving automation classification), they should be approved by the MIIT.

According to the Guiding Opinions on Further Strengthening the Construction of Safety System for New Energy Vehicle Enterprises issued by the General Office of the MIIT, the General Office of the MPC, the General Office of the MOT, the General Office of the Ministry of Emergency Management and the SAMR on March 29, 2022, it proposed to comprehensively enhance the safety capabilities of enterprises in safety management mechanism, product quality, operation monitoring, after-sales service, accident response and handling, as well as network security, improve the safety of new energy vehicles, and promote the high-quality development of the new energy vehicle industry.

Regulation on Import and Export of Goods

Pursuant to PRC Foreign Trade Law promulgated on May 12, 1994 and last amended on December 30, 2022, foreign trade operators shall submit documents and material related to its foreign trade activities to the relevant authorities in accordance with the provisions promulgated by the foreign trade authorities of the State Council or other relevant State Council departments in accordance with the law.

According to the PRC Customs Law last amended on April 29, 2021, where a consignee or consignor of import or export goods goes through customs declaration procedures, it shall file for record with the customs, and in the event customs declaration business is engaged in without being filed with the customs, the customs shall impose a fine against the entity concerned. Under the Administrative Provisions of the Customs on Record-filing of Customs Declaration Entities, which took effect on January 1, 2022, customs declaration entities include consignees or consignors of import or export goods that have filed for record with customs in accordance with these provisions, and consignors or consignees of import or export goods that apply for record-filing shall have obtained market entity qualifications. Record-filing of customs declaration entities shall be valid permanently.

Regulations on Product Liability and Consumer Protection

On May 28, 2020, the National People's Congress approved the PRC Civil Code, which took effect on January 1, 2021. According to the Civil Code, if defective products are identified after they have been put into circulation, their manufacturers or sellers must timely take remedial measures such as warning announcement and product recall. If damage arises from a defective product, the aggrieved party may seek compensation from either the manufacturer or the seller of the product. If the defect is caused by the seller, the manufacturer will be entitled to seek indemnification from the seller upon compensation of the aggrieved party. If the products are manufactured or sold with known defects causing deaths or severe health issues, punitive damages may be claimed in addition to compensatory damages.

Pursuant to the PRC Product Quality Law last amended on December 29, 2018, a manufacturer is prohibited from making or selling products that do not meet applicable standards and requirements for safeguarding human health and ensuring human and property safety. Products must be free from unreasonable dangers threatening human and property safety. Where a defective product causes physical injury to a person or property damage, the aggrieved party may claim compensation against the manufacturer or the seller of the product. Manufacturers and sellers of non-compliant products may be ordered to cease the manufacture or sale of the products and could be subject to confiscation of the products or fines. Income from sales in contravention of such standards or requirements may also be confiscated, and in severe cases, the business license may be revoked.

Our business is subject to a variety of consumer protection laws, including the PRC Consumer Rights and Interests Protection Law, which was amended in 2013 and took effect on March 15, 2014. This law imposes stringent requirements and obligations on business operators. For example, business operators should guarantee that the products and services they provide satisfy the requirements for personal or property safety, and provide consumers with authentic information about the quality, function, usage, and term of validity of the products or services. Failure to comply with these consumer protection laws could subject us to administrative sanctions, such as the issuance of a warning, confiscation of illegal income, imposition of fines, an order to cease business operations, or revocation of business licenses, as well as potential civil or criminal liabilities.

Regulations Relating to Battery Recycling for Electric Vehicles

The Interim Measures for the Administration of Recycling Traction Batteries of New Energy Vehicles, which was promulgated by the MIIT in conjunction with the Ministry of Science and Technology, or the MOST, the Ministry of Environmental Protection (or the MEE, later known as Ministry of Ecology and Environment), the MOT, the MOFCOM, the AQSIQ and the National Energy Administration of the PRC, or the NEA on January 26, 2018 and effective from August 1, 2018, implements the system of extended responsibility of producers, according to which the main responsibility for traction battery recycling is borne by automobile manufacturers, and relevant enterprises shall fulfil their corresponding responsibilities in all aspects of traction battery recycling and utilization to ensure the effective use and environmentally-friendly disposal of traction batteries.

According to the Interim Provisions on Traceability Management of Traction Battery Recycling for New Energy Vehicles, which was effective from August 1, 2018, the "Integrated Management Platform for National Monitoring of New Energy Vehicles and Traceability of Traction Battery Recycling and Utilization" shall be established to collect information on the whole lifecycle of traction battery production, sales, use, disposal, recycling and utilization, and to monitor the fulfilment of the responsibility of battery recycling and utilization by the subjects of each link. From the effective date of the Interim Provisions on Traceability Management of Traction Battery Recycling for New Energy Vehicles, the new energy vehicle products that have obtained the Announcement of Road Power-Driven Vehicle Manufacturing Enterprises and Products and the imported new energy vehicles that have obtained compulsory product certification are managed in a traceable manner. For the new energy vehicle products that have obtained access approval and the imported new energy vehicles that have obtained compulsory product certification before the effective date of the Interim Provisions on Traceability Management of Traction Battery Recycling for new energy vehicles, the implementation of traceability management will be delayed for 12 months. If, after the deadline, it is necessary to use traction batteries that are not coded according to national standards in the process of maintenance or other processes, an explanation shall be submitted.

According to Requirements of the Industry Standards for the Comprehensive Utilization of Wasted Power Storage Batteries of New Energy Vehicles and Interim Measures for the Administration of the Announcement of the Industry Standards for the Comprehensive Utilization of Wasted Power Storage Batteries of New Energy Vehicles promulgated by the MIIT on December 16, 2019 and became effective on the same date, enterprises that carry out echelon recovery or recycling recovery of wasted power storage batteries of New Energy Vehicles shall follow the principle of echelon recovery first, and then recycling recovery to improve the comprehensive utilization according to the national and industrial standards and technical information such as dismantling, disassembling and historical data of power storage batteries provided by new energy vehicle manufacturers and other manufacturers. Established new energy vehicle manufacturers and energy vehicle batteries manufacturers are encouraged to participate in new comprehensive utilization projects.

Favorable Government Policies Relating to New Energy Vehicles in mainland China

Government Subsidies for New Energy Vehicle Purchasers

According to the Notice by the Ministry of Finance of the PRC, or the MOF, the MOST, the MIIT and the NDRC of the Policies on Government Subsidies for Promotion and Application of New Energy Vehicles in 2016 – 2020 jointly promulgated by the MOF, the MOST, the MIIT and the NDRC on April 22, 2015 and effective from the same date, those who purchase new energy vehicles included in the Catalog of Recommended New Energy Vehicle Models for Promotion and Application from 2016 to 2020 may obtain subsidies. The Notice specifies that the subject of the subsidies for new energy vehicles purchases are consumers, who shall receive the subsidy in the form of an amount settled between the new energy vehicle manufacturer and the consumer at the price after deducting the subsidy when selling the product, and then the subsidy advanced by the enterprise shall be paid by the central government to the new energy vehicle manufacturer in accordance with procedures. According to the Notice, the subsidy standard for other models (excluding fuel cell vehicles) for 2017 to 2020 is appropriately reduced, of which, the subsidy standard for 2017 to 2018 is reduced by 20% as compared to that of 2016, and for 2019 to 2020 by 40% as compared to that of 2016.

According to the Notice of Adjusting the Policies on Government Subsidies for Promotion and Application of New Energy Vehicles jointly promulgated by the MOF, the MOST, the MIIT and the NDRC on December 29, 2016 and effective from January 1, 2017, the threshold of the Catalog of Recommended Models for obtaining government subsidy was raised and the subsidy from local government shall not exceed 50% of the subsidy from the central government for every vehicle. Meanwhile, it specifies that the central and local subsidy standards and caps for other models (excluding fuel cell vehicles) from 2019 to 2020 shall be reduced by 20% as compared to the then existing subsidy standards.

According to the Notice of Adjusting and Improving the Policies on the Government Subsidies for Promotion and Application of New Energy Vehicles (or referred to as the "2018 Notice of the Polices on Government Subsidies for Vehicles") and the Notice of Further Improving the Policies on Government Subsidies for Promotion and Application of New Energy Vehicles(or referred to as the "2019 Notice of the Polices on Government Subsidies for Vehicles") jointly promulgated by the MOF, the MOST, the MIIT and the NDRC between 2018 and 2019, the aforementioned notices gradually adjusted the subsidy scheme for the promotion of new energy vehicles and the product technical specifications for new energy vehicles.

According to the Notice of Improving the Policies on Government Subsidies for Promotion and Application of New Energy Vehicles (or referred to as the "2020 Notice of the Policies on Government Subsidies for Vehicles") jointly promulgated by the MOF, the MOST, the MIIT and the NDRC on April 23, 2020 and came into effect on the same day, the implementation period of the policies on government subsidies for new energy vehicles was extended to the end of 2022, and it confirms that the subsidy standards for 2020 to 2022 shall be in principle reduced by 10%, 20% and 30% respectively from a year earlier, and the subsidized vehicles shall be in principle capped at approximately 2 million units per year. The Notice stipulates that since 2020, new energy passenger vehicles and commercial vehicles enterprises shall make a single application for subsidy settlement of 10,000 and 1,000 units respectively, and new energy passenger vehicles must be sold for not more than RMB300,000 before the subsidy, except for the vehicles adopting battery-swapping technology. The abovementioned four departments jointly promulgated the Notice on Further Improving the Policies on Government Subsidies for Promotion and Application of New Energy Vehicles (or referred to as the "2021 Supplementary Notice of the Polices on Government Subsidies for Vehicles") on December 31, 2020, which specifies that the subsidy standard for new energy vehicles in 2021 shall be reduced by 20% as compared to that of 2020. The abovementioned four departments further jointly promulgated the Notice of Improving the Policies on Government Subsidies for Promotion and Application of New Energy Vehicles in 2022 (or referred to as the "2022 Supplementary Notice of the Policies on Government Subsidies for Vehicles") on December 31, 2021, which specifies that the subsidy standard for new energy vehicles in 2022 shall be reduced by 30% as compared to that of 2021 and it also specifies that the 2022 policies on government subsidies for new energy vehicles shall end on December 31, 2022.

Exemption of Vehicle Purchase Tax

On September 18, 2022, the MOF, the SAT and the MIIT promogulated the Announcement on Extension of the Policies for the Exemption of Vehicle Purchase Tax for New Energy Vehicles, which decides that for purchases of qualified new energy vehicles listed in the Catalog of New Energy Vehicle Models Exempted from Vehicle Purchase Tax jointly issued by MIIT and the SAT, the policy on vehicle purchase tax exemption will be extended until December 31, 2023.

Non-Imposition of Vehicle and Vessel Tax

According to the Notice of the Policies on Energy-saving and New-energy Vehicles Enjoying Vehicle and Vessel Tax Reduction and Exemption jointly promulgated by the MOF, the MOT, the SAT, and the MIIT on July 10, 2018 and effective from the same date, purely electric passenger vehicles are not subject to vehicle and vessel tax.

New Energy Vehicle License Plates

In recent years, in order to ease road traffic congestion and improve air quality, certain local governments have issued restrictions on the issuance of vehicle license plates. These restrictions generally do not apply to the issuance of license plates for new energy vehicles, which makes it easier for purchasers of new energy vehicles to obtain automobile license plates. For example, pursuant to the Implementation Measures on

Encouraging Purchase and Use of New Energy Vehicles in Shanghai, effective from March 1, 2021, from the date of implementation to December 31, 2023, the special plate quota will be issued for free to qualified consumers who purchase new energy vehicles, while from January 1, 2023, the special license plate quota will no longer issued to consumers who purchase plug-in hybrid (including extended-range) vehicles.

Policies Relating to Incentives for Electric Vehicle Charging Infrastructure

According to the Guiding Opinions of the General Office of the State Council on Accelerating the Promotion and Application of New Energy Vehicles effective on July 14, 2014, the Guiding Opinions of the General Office of the State Council on Accelerating the Construction of Electric Vehicle Charging Infrastructure effective on September 29, 2015 and the Guidance on the Development of Electric Vehicle Charging Infrastructure (2015 – 2020) effective on October 9, 2015, the PRC government has actively promoted the construction of charging infrastructure and requires local governments to actively build urban public charging facilities and appropriately simplify relevant planning and construction approval, improve the policies on fiscal prices and gradually standardize the charging services pricing mechanism.

According to the Notice on Accelerating the Development of Electric Vehicle Charging Infrastructure in Residential Areas jointly promulgated by the NDRC, the NEA, the MIIT and the Ministry of Housing and Urban-Rural Development of the PRC, or the MOHURD on July 25, 2016, new residential areas shall unify the laying of power supply lines to dedicated fixed parking spaces with pre-reserved room for meter boxes, charging facility installation locations and electricity capacity, and develop the construction plans on power supply facilities for public parking spaces according to local conditions, facilitating the construction and installation of charging infrastructure, and local governments are encouraged to take the lead in developing a comprehensive pilot construction program for the construction and operation of charging infrastructure in residential areas and actively carrying out pilot demonstrations.

According to the Development Plan for the New Energy Vehicle Industry (2021 – 2035) promulgated by the General Office of State Council on October 20, 2020, China will accelerate construction of charging infrastructure, improve the level of charging infrastructure services, and encourage business model innovation.

Pursuant to the Notice on the Issuance of Financial Support to Facilitate Efforts in Reaching Peak Carbon Dioxide Emissions and Carbon Neutralization issued by the MOF on May 25, 2022, it proposes to vigorously support the development of new energy vehicles and improve the supporting policies for charging and replacement infrastructure.

Pursuant to the Opinions on Promoting Urbanization Construction with County Towns as an Important Carrier issued and implemented by the General Office of the CPC Central Committee and the General Office of the State Council on May 6, 2022, it emphasizes to improve municipal transportation facilities. One of the initiatives is to accelerate the construction of charging piles by optimizing the construction layout of public charging and replacement facilities.

According to the Implementation Plan for New-type Urbanization During the 14th Five-Year promulgated by the NDRC on June 21, 2022, it will optimize the construction layout of public charging facilities, improve the charging facilities of residential areas and public parking, and construct charging facilities or reserve installation conditions for all the reserved parking spaces of new residential areas.

According to the Implementation Plan for Reaching Peak Carbon Dioxide Emissions in Urban-Rural Development promulgated and implemented by the MOHURD and the NDRC on June 30, 2022, it encouraged the selection of new energy vehicles and promoted the construction of community charging and replacement facilities.

Corporate Average Fuel Consumption and New Energy Vehicle Credit Schemes for Vehicle Manufacturers and Importers

On September 27, 2017, the MIIT, the MOF, the MOFCOM, the General Administration of Customs of PRC and the SAMR jointly promulgated the Measure for the Parallel Administration of the Corporate Average Fuel Consumption and New Energy Vehicle Credits of Passenger Vehicle Enterprises (Parallel Credits Measure), which were most recently amended on June 15, 2020 and took effect on January 1, 2021. Under the Parallel Credits Measure, each of the vehicle manufacturers and vehicle importers above a certain scale is

required to, among other things, maintain its new energy vehicles credits, or the new energy vehicle credits, and corporate average fuel consumption credits, above zero, regardless of whether new energy vehicles or vehicles powered by internal combustion engines, or the ICE vehicles are manufactured or imported by it, and new energy vehicle credits can be earned only by manufacturing or importing new energy vehicles. Therefore, new energy vehicle manufacturers will enjoy preferences in obtaining and calculating new energy vehicle credits.

New Energy vehicle credits are equal to the aggregate actual scores of a vehicle manufacturer or a vehicle importer minus its aggregate targeted scores. According to the Parallel Credits Measure, the actual scores shall be calculated by multiplying the score of each new energy vehicle model, which depends on various metrics such as the driving range, battery energy efficiency and the rated power of fuel cell systems, and is calculated based on formula published by MIIT (in the case of battery electric vehicle, the new energy vehicle credit of each vehicle is equal to (0.0056 x Vehicle Mileage + 0.4) x Mileage Adjustment Coefficient x Battery Energy Density Adjustment Coefficient x Electricity Consumption Coefficient), by the respective production or import volume, while the targeted scores shall be calculated by multiplying the annual production or import volume of traditional ICEs of a vehicle manufacturer or importer by the new energy vehicle credit ratio set by the MIIT. The new energy vehicle credit ratios are 14%, 16% and 18% for the year of 2021, 2022 and 2023, respectively, increasing from 10% and 12% for 2019 and 2020, respectively. Excess positive new energy vehicle credits are tradable and may be sold to other enterprises through a credit management system established by the MIIT while excess positive corporate average fuel consumption credits can only be carried forward or transferred among related parties. Negative new energy vehicle credits can be offset by purchasing excess positive new energy vehicle credits from other manufacturers or importers.

According to these measures, the requirements on the new energy vehicle credits shall be considered for the entry approval of passenger vehicle manufacturers and products by the regulators. If a passenger vehicle enterprise fails to offset its negative credits, its new products, if the fuel consumption of which does not reach the target fuel consumption value for a certain vehicle models as specified in the Evaluation Methods and Indicators for the Fuel Consumption of Passenger Vehicles, will not be listed in the Announcement of the Vehicle Manufacturers and Products issued by the MIIT, or will not be granted the compulsory product certification, and the vehicle enterprises may be subject to penalties according to the relevant rules and regulations.

Recent Policies to Promote New Energy Vehicle Consumption

Pursuant to the Guiding Opinions on Further Promoting Electric Energy as Replacement jointly issued by ten ministries and commissions including the NDRC and the MIIT on March 4, 2022, it proposes to further promote the electrification of the transportation sector. It suggests the acceleration of the electrification of urban public transport by prioritizing the use of new energy vehicles in sectors such as urban public transport, taxis, sanitation, postal services, logistics and distribution. Where vehicles and equipment need to be added and replaced in key areas of air pollution prevention and control such as ports and airports, those areas shall prioritize the use of new energy vehicles. Besides, it vigorously promotes household electric vehicles and speeds up the construction of infrastructure such as electric vehicle charging piles.

Pursuant to the Opinions on Further Unleashing Consumption Potential to Promote Sustained Recovery of Consumption issued and implemented by the General Office of the State Council on April 25, 2022, it emphasizes to break down the barriers of consumption restrictions. One of the initiatives is to steadily increase the consumption of automobiles and other consumption in bulk stocks and no additional vehicle purchase restriction measures shall be issued in all regions. In the regions where purchase restrictions have been implemented, it shall gradually increase the number of vehicle increment indicators, relax the eligibility criteria for vehicle purchasers, and gradually remove vehicle purchase restrictions based on local conditions; vigorously develop green consumption and continue to support the acceleration of development of new energy vehicles, as well as fully tap into the consumption potential in counties and townships, while emphasizing on guiding enterprises to carry out promotions in rural areas with the focus on automobiles and home appliances, encouraging eligible areas to introduce new energy vehicles and green smart home appliances to the countryside, and promoting the construction of charging piles (stations) and other supporting facilities, so as to fully explore consumption potentials from counties and villages.

Pursuant to the Notice of the State Council on Issuance of a Series of Policies and Measures to Consolidate and Stabilize the Economy issued by the State Council on May 31, 2022, it emphasizes to steadily increase the consumption of automobiles and other consumption in bulk stock, and no additional automobile purchase restrictions shall be issued in all regions. In the regions where purchase restrictions have been implemented, it shall gradually increase the number of vehicle increment indicators, relax the eligibility criteria for vehicle purchasers, and encourage the implementation of differentiated policies based on urban and rural indicators; optimize the investment, construction and operation models of new energy vehicle charging piles (stations), and gradually realize full coverage of charging facilities in all communities and operating parking lots, and accelerate the construction of charging piles (stations) in expressway service areas, passenger transport hubs and other areas.

According to the Notice on the Measures for Invigorating Automobile Circulation and Boosting Automobile Consumption issued by 17 departments including the MOFCOM on July 5, 2022, it provided to (i) support the purchase and use of new energy vehicles; (ii) accelerate the activation of the second-hand cars market; (iii) promote vehicle renewal consumption; (iv) promote the sustainable and healthy development of the parallel import of vehicles; (v) optimize the environment for vehicle use; (vi) enrich vehicle financing services.

In addition, various provinces and cities recently have also actively responded and introduced tailor-made domestics polices for promoting vehicle consumption. For example: (i) On May 21, 2022, the Shanghai Municipal People's Government issued the Work Plan for Accelerating Economic Recovery and Revitalization for Shanghai, which proposes to vigorously promote vehicle consumption, increase the quota of non-commercial passenger vehicle license plates by 40,000 for the year and implement phased reduction of the purchase tax for certain passenger vehicles as required by the national policy. Prior to December 31, 2022, individual consumers who scrap or transfer out a passenger car registered under his name in Shanghai which meets the relevant standards and purchase a battery electric vehicle, is entitled to financial subsidies of RMB10,000 per vehicle; (ii) On April 27, 2022, the General Office of the Guangdong Province People's Government issued the Notice on Several Measures for Further Promoting Consumption in Guangdong Province, which emphasizes to encourage vehicle consumption. Firstly, the special campaign for automobile "old for new" service will continue, and subsidies are granted to those who scrap or transfer out old vehicles with license plates registered in Guangdong under their names and buy new ones in their respective provinces with old-for-new promotion models and licensed in the province. Among which, subsidies for scraping old vehicles and purchasing new energy vehicles are RMB10,000 per unit and for scraping old vehicles and purchasing ICE vehicles are RMB5,000 per unit; subsidies for transferring out old cars and purchasing new energy vehicles are RMB8,000 per unit and for transferring out old cars and purchasing ICE vehicles are RMB3,000 per unit. Secondly, it encourages purchase of new energy vehicles. From May 1 to June 30, 2022, subsidies for individual consumers who purchase new energy vehicle models within the range of old-for-new promotion models in their respective provinces are RMB8,000 per unit. Thirdly, it optimizes car purchase management. It further revises and improves the regulations on car purchase qualifications, and increases the number of vehicle incremental indicators; (iii) On May 24, 2022, the People's Government of Hubei Province issued the Notice of the General Office of the Provincial People's Government on the Issuance of Certain Measures to Accelerate the Recovery and Boosting of Consumption to encourage automobile consumption, the key measures include: (x) the implementation of a special campaign to exchange old vehicles for new ones from June to December 2022, which provides subsidies to individual consumers who scrap or transfer out old vehicles with Hubei license plates under their names while purchasing new vehicles in Hubei Province and registering them in the province, with the required funds to be shared among the provincial government and municipalities at 50% respectively. Among which: subsidies for scrapping old vehicles and purchasing new energy vehicles are RMB8,000 per vehicle, and subsidies for scrapping old vehicles and purchasing ICE vehicles are RMB3,000 per vehicle; subsidies for transferring out old vehicles and purchasing new energy vehicles are RMB5,000 per vehicle, and subsidies for transferring out old vehicles and purchasing fuel vehicles are RMB2,000 per vehicle. The tax reduction policy of reducing the VAT on second-hand vehicle transactions from 2% to 0.5% will be fully implemented to reduce the costs of second-hand vehicle trading and improve circulation efficiency. Vehicle production will be encouraged and trading enterprises are encouraged to adopt various methods to benefit consumers; (y) the organization and implementation of a new round of new energy vehicle introduction to the countryside; and (z) carrying out new energy vehicle promotion activities and the implementation of the existing national promotion subsidy and exemption from vehicle purchase tax policy for consumers (including business units) who purchase new energy vehicles.

Regulations on Value-Added Telecommunications Services

In 2000, the PRC State Council promulgated the Telecommunications Regulations of the PRC, or the Telecommunications Regulations, which was most recently amended on February 6, 2016 and provides a regulatory framework for telecommunications services providers in the PRC. The Telecommunications Regulations categorize all telecommunications businesses in China as either basic or value-added. Value-added telecommunications services are defined as telecommunications and information services provided through public network infrastructure. Pursuant to the Classified Catalogue of Telecommunications Services, an attachment to the Telecommunications Regulations, which was most recently updated on June 6, 2019 by the MIIT, internet information services, or ICP services, are classified as value-added telecommunications services. Under the Telecommunications Regulations and relevant administrative measures, commercial operators of value-added telecommunications services must first obtain a license for conducting Internet content provision services, or an ICP license, from the MIIT or its provincial level counterparts. Otherwise, such operator might be subject to sanctions including corrective orders and warnings, imposition of fines and confiscation of illegal gains and, in the case of significant infringement, orders to close the website.

Pursuant to the Administrative Measures on Internet Information Services, promulgated by the State Council in September, 2000 and amended in January, 2011, “internet information services” refer to the provision of information through the internet to online users, and are divided into “commercial internet information services” and “non-commercial internet information services”. A commercial ICP service operator must obtain an ICP license before engaging in any commercial ICP services in China, while the ICP license is not required if the operator will only provide internet information on a non-commercial basis.

According to the Provisions on the Administration of Mobile Internet Applications Information Services amended by the CAC on June 14, 2022 and effective on August 1, 2022, the CAC is in charge of the law enforcement of supervision and administration of the information contents of mobile internet apps nationwide; providers rendering permitted internet information services via mobile internet applications shall also be subject to information security requirements; and mobile internet application providers shall sign a service agreement to clarify the rights and obligations of both parties.

Under the 2021 Negative List, the provision of value-added telecommunications services falls into the restricted category (other than for e-commerce, domestic multi-parties communications, storage and forwarding categories, call centers) and the foreign shareholding ratio shall not exceed 50%.

Regulations on Cyber Security and Privacy Protection

Internet Information and Automotive Data Security

Pursuant to the PRC Cybersecurity Law issued by the SCNPC on November 7, 2016 and implemented on June 1, 2017, the state shall implement the multi-level protection scheme for network cybersecurity. Network operators shall, according to the requirements of laws and requirements as well as the mandatory requirements of national and industry standard, develop internal security management mechanisms, take technical measures and other necessary measures to ensure network security and stable operation. Under the Cybersecurity Law of PRC, where network operators provide network access and domain registration services for users, handle network access formalities for fixed-line or mobile phone users, or provide users with information release services, instant messaging services and other services, they shall require users to provide true identity information, or otherwise, the network operators shall not provide them with relevant services. The PRC Cybersecurity Law also specifies that the network operators shall provide technical support and assistance to public security organs and state security organs for safeguarding national security and crime investigation activities. Network operators in violation of the provisions of this law may be subject to penalties, such as being ordered to make rectifications, given warnings or fines, confiscated of unlawful gains, ordered to a temporary suspension of operations, a suspension of business for corrections, closing down of websites, revocation of relevant operations permits, etc.

According to the PRC Data Security Law passed by the SCNPC on June 10, 2021 and implemented on September 1, 2021, the state establishes a classified and tiered system for data protection. When conducting data processing activities, one shall comply with laws and regulations, establish a sound, full-range data security and management system, organize and conduct data security education and training as well as take

corresponding technical measures and other necessary measures to protect data safety. The use of the internet and other information networks to carry out data processing activities shall, on the basis of the multi-level protection scheme for network cybersecurity, fulfil the obligations of data security protection. The handlers of important data shall, in accordance with relevant provisions, carry out risk assessment on their data processing activities on a regular basis and submit risk assessment reports to the relevant competent authorities. Relevant organizations and individuals shall cooperate with public security departments or state security organs in obtaining data for the purpose of safeguarding state security or investigating crimes according to law. Those who fail to fulfil the obligations of data security protection and provide important data abroad in violation of the law will be ordered to correct, warned, fined, suspended with their business or suspended for rectification, or revoked of relevant business licenses.

According to the Opinions on Severely Cracking Down on Illegal Securities Activities According to Law, or the Opinions, jointly issued by the General Office of the CPC Central Committee and the General Office of the State Council on July 6, 2021, China will strengthen the standard review in data security, cross-border data flow and confidential information management.

On December 8, 2022, the MIIT issued the Administrative Measures for Data Security in the Field of Industry and Information Technology, or the Data Security Measures in the IT Field, which took effect on January 1, 2023. Data Security Measures in the IT Field provide that all businesses which handle industrial and telecoms data in China are required to categorize such information into “general,” “important” and “core” and businesses processing “important” and “core” data shall comply with certain filing and reporting obligations. Industrial data refer to data produced and collected in the course of research and development design, manufacturing, operation and management, operating and maintenance, and platform operation in various sectors and fields of industry. Telecoms data refer to the data generated and collected in the course of telecommunications business operations. In accordance with the Data Security Measures in the IT Field, the industrial and telecommunication data handlers shall classify data firstly based on the data’s category and then based on its security level on a regular basis, to classify and identify data based on the industry requirements, business needs, data sources and purposes and other factors, and to make a data classification list. In addition, the industrial and telecommunication data handlers shall establish and improve a sound data classification management system, take measures to protect data based on the levels, carryout key protection of critical data, implement stricter management and protection of core data on the basis of critical data protection, and implement the protection with the highest level of requirement if different levels of data are processed at the same time. The Data Security Measures in the IT Field also impose certain obligations on industrial and telecommunication data handlers in relation to, among others, implementation of data security work system, administration of key management, data collection, data storage, data usage, data transmission, provision of data, publicity of data, data destruction, safety audit and emergency plans, etc.

The Administrative Provisions on Security Vulnerability of Network Products (Provisions) was jointly promulgated by the MIIT, the CAC and the MPC on July 12, 2021 and became effective on September 1, 2021. Network product providers, network operators as well as organizations or individuals engaging in the discovery, collection, release and other activities of network product security vulnerability are subject to the Provisions and shall establish channels to receive information of security vulnerability of their respective network products and shall examine and fix such security vulnerability in a timely manner. In response to the Cybersecurity Law, network product providers are required to report relevant information of security vulnerability of network products with the MIIT within two days and to provide technical support for network product users. Network operators shall take measures to examine and fix security vulnerability after discovering or acknowledging that their networks, information systems or equipment have security loopholes. According to the Provisions, the breaching parties may be subject to monetary fine as regulated in accordance with the Cybersecurity Law. Since the Provisions is relatively new, uncertainties still exist in relation to its interpretation and implementation.

According to the Several Provisions on the Management of Automobile Data Security (Trial Implementation) (Provisions on Automobile Data) jointly issued by the CAC, NDRC, MIIT, the MPC and the MOT on August 16, 2021 and implemented on October 1, 2021, automobile data handlers including automobile manufacturers, components and parts and software suppliers, dealers, maintenance organizations, and ride-hailing and sharing service enterprises shall process automobile data in a lawful, legitimate, specific and clear manner, and such data include personal information and important data involved during the design,

production, sales, use, operation and maintenance, among others, of vehicles. Automobile data handlers are encouraged by the Provisions on Automobile Data to adhere to the following principles: the principle of in-vehicle processing, unless it is indeed necessary to transfer data out of the vehicle; the principle of non-collection by default; the principle of appropriate accuracy and coverage, and the principle of desensitization. Automobile data handlers shall obtain individual consent for processing personal information or rely on other legal bases in accordance with applicable laws and regulations. Where the automobile data handlers collect data containing images of people outside the vehicle and transmit the data out of the vehicle for the purpose of improving driving safety, and if it is not possible to obtain the consent of these people, such personal information shall be anonymized by means such as deleting the pictures containing identifiable natural persons, or partially contouring the facial information in the pictures. The Provisions on Automobile Data also provided that important data means the data that may endanger national security, public interests, or the lawful rights and interests of individuals or organizations once it has been tampered with, destroyed, leaked, or illegally obtained or used, including data of important sensitive areas, operating data of vehicle charging networks, personal information involving more than 100,000 personal information subjects, video and image data outside the vehicles that contain face information, license plate information, etc. Important data shall be stored domestically by laws. If such data need to be provided outside China due to business needs, it shall go through the safety assessment organized by the national cyberspace administration and relevant ministries of the State Council. To process important data, automobile data handlers shall conduct risk assessment in accordance with the regulations and submit risk assessment reports to related departments at provincial levels. As of the date of this proxy statement/prospectus, no implementing rule had been published in this regard. In addition, automotive data handler processing important data shall, by December 15 of each year, report to the related departments at provincial levels the information on automotive data security management. The implementation of such requirement on annual report is subject to the authority of related departments at provincial levels. Illegal automobile data handlers shall bear administrative punishment by laws and if a crime is committed, shall bear criminal liability.

According to the Regulations of Security Protection for Critical Information Infrastructure, or the CII Protection Regulations, issued by the State Council on July 30, 2021 and implemented on September 1, 2021, critical information infrastructure means network facilities and information systems in important industries and fields — such as public communication and information services, energy, transportation, irrigation, finance, public services, e-government, and science and technology industries for national defense — that may seriously endanger national security, national economy and people's livelihood, and public interests in the event that they are damaged or lose their functions or their data are leaked. The Regulations emphasize that no individual or organization may engage in any activity of illegally hacking into, interfering with, or damaging any critical information infrastructure or endanger the critical information infrastructure security.

On April 13, 2020, the Measures for Cybersecurity Review was jointly promulgated by the CAC, the NDRC, the MIIT, the MPC, the Ministry of State Security, the MOF, the MOFCOM, the People's Bank of China, or the PBOC, the SAMR, the National Radio and Television Administration, the National Administration of State Secrets Protection and the State Cryptography Administration, revised on December 28, 2021 by the aforementioned departments and the CSRC, and the Revised Measures for Cybersecurity Review was formally implemented on February 15, 2022. According to the Revised Measures for Cybersecurity Review, operators of online platforms with personal information of more than one million users must file a cybersecurity review with the Cybersecurity Review Office when they pursue listing in a foreign country. In the meantime, the governmental authorities have the discretion to initiate a cybersecurity review on any data processing activity if they deem such a data processing activity affects or may affect national security. The specific implementation rules on cybersecurity review are subject to further clarification by subsequent regulations.

On July 7, 2022, the CAC issued the Measures for the Security Assessment of Cross-border Data Transfer, effective and implemented on September 1, 2022. The Measures for the Security Assessment of Cross-border Data Transfer applies to the security assessment conducted by data handlers where they provide overseas parties with important data and personal information collected and generated during the operation in the PRC. Based on the Measures for the Security Assessment of Cross-border Data Transfer, data handlers shall apply for the security assessment of data cross-border transfer to the national cyberspace administration through the provincial cyberspace administration in the place where they operate if they provide data outside China and fall into one of the following conditions: a data handler shall apply to competent authorities for

security assessment prior to transferring any data abroad if the transfer involves (i) important data; (ii) personal information transferred overseas by a CIIO and a data handler that has processed personal information of more than one million individuals; (iii) personal information transferred overseas by a data handler who has already provided personal information of 100,000 persons or sensitive personal information of 100,000 persons overseas since January 1 of the previous year; or (iv) other circumstances as requested by the CAC.

On November 14, 2021, the CAC issued the Regulations on Network Data Security Management (draft for public comments), data handlers who carry out the following activities, according to relevant regulations in China, shall apply for cybersecurity review: (i) the merger, reorganization or division of internet platform operators that have gathered a large amount of data resources related to national security, economic development and public interests, which affects or may affect national security; (ii) the data handlers who process personal information of at least one million users apply for listing in a foreign country; (iii) the data handlers' listing in Hong Kong affects or may affect national security; (iv) other data processing activities that affect or may affect national security. Large internet platform operators who set up headquarters or operation centers or research and development centers overseas shall report to the national cyberspace administration and the competent authorities. As of the date of this proxy statement/prospectus, the Regulations have not been formally adopted.

Personal Privacy Protection

Under the Several Provisions on Regulating the Market Order of Internet Information Services issued by the MIIT on December 29, 2011 and effective on March 15, 2012, the Decision on Strengthening the Protection of Online Information issued by the SCNPC and implemented on December 28, 2012, the Order for the Protection of Telecommunications and Internet User Personal Information issued by the MIIT and implemented on July 16, 2013, and the Cybersecurity Law of the PRC issued by the SCNPC on November 7, 2016 and implemented on June 1, 2017, any collection and use of a user's personal information must be legal, rational and necessary, and the user should be clearly notified the purposes, methods and scopes of collecting and using information, channels for enquiring and correcting information, and the consequence of refusal to provide information. An internet information service provider shall be prohibited from divulging, tampering or destroying any personal information, or selling or providing such information to other parties. Any violation of these laws and regulations may subject to warnings, fines, confiscation of illegal gains, revocation of licenses, cancelation of filings, closedown of websites or even criminal liabilities.

The Methods of Identifying Illegal Acts of Apps to Collect and Use Personal Information jointly promulgated and implemented by the CAC, the MIIT, the MPC and the SAMR on November 28, 2019 clarifies specific circumstances of illegal collection of information, including "failing to publish the rules on the collection and use of personal information", "failing to explicitly explain the purposes, methods and scope of the collection and use of personal information", "collecting and using personal information without the users' consent", "collecting personal information unrelated to the services it provides and beyond necessary principle", "providing personal information to others without the users' consent", and "failing to provide the function of deleting or correcting the personal information according to the laws" or "failing to publish information such as ways of filing complaints and reports".

Pursuant to the PRC Civil Code adopted by the National People's Congress on May 28, 2020 and implemented on January 1, 2021, the personal information of natural persons is protected by law. Any organization or individual must legally obtain the relevant personal information of others and must ensure the security of the relevant information, and must not illegally collect, use, process or disseminate the personal information of others, nor illegally trade, provide or disclose the personal information of others.

According to the Provisions on Automobile Data, automobile data handlers (including automobile manufacturers, components and parts and software suppliers, dealers, maintenance organizations, and ride-hailing and sharing service enterprises) shall process automobile data (including personal information data and important data during the design, production, sales, use, operation and maintenance of vehicles) in a lawful, legitimate, specific and clear manner. When processing personal information, automobile data handlers shall obtain personal consent or comply with other circumstances stipulated by laws and administrative regulations. If the automobile data handlers collect data of subjects outside the vehicle for the purpose of ensuring driving safety, but are unable to obtain consent from such subjects, the automobile data handlers

shall anonymize the data by means such as deleting the pictures containing identifiable natural persons, or partially contouring the facial information in the pictures.

According to the Personal Information Protection Law of the PRC adopted by the SCNPC on August 20, 2021 and implemented from November 1, 2021, the personal information of natural persons shall be protected by law. As the first systematic and comprehensive law specifically for the protection of personal information in the PRC, the Personal Information Protection Law provides, among others, that (i) an individual's separate consent shall be obtained before operation of such individual's sensitive personal information, e.g., biometric characteristics and individual location tracking, (ii) personal information operators operating sensitive personal information shall notify individuals of the necessity of such operations and the influence on the individuals' rights, (iii) if personal information operators reject individuals' requests to exercise their rights, individuals may file a lawsuit with a People's Court.

The General Administration of Quality Supervision, Inspection and Quarantine and Standardization Administration issued the Standard of Information Security Technology Personal Information Security Specification (2017 edition), which took effect in May 2018, and the Standard of Information Security Technology Personal Information Security Specification (2020 edition), which took effect in October 2020. Pursuant to these standards, any entity or person who has the authority or right to determine the purposes for and methods of using or processing personal information are seen as a personal data controller. Such personal data controller is required to collect information in accordance with applicable laws, and prior to collecting such data, the information provider's consent is required.

Regulations on Land and the Development of Construction Projects

Under the Interim Regulations on Assignment and Transfer of the Rights to the Use of the State-Owned Urban Land promulgated by the State Council on May 19, 1990, last amended on November 29, 2020 and implemented from the same date, China adopts a system of assignment and transfer of the right to use state-owned land. The assignment of land use rights may be carried out by agreement, bidding or auction. The land user shall pay the premium of the land use right to the State, and the State may assign such right to the user for an agreed term. The land user who has obtained the land use right may, within the term of land use, transfer, lease or mortgage the land use right or use it for other economic activities.

Pursuant to the regulations abovementioned and the PRC Urban Real Estate Administration Law promulgated by the SCNPC on July 5, 1994, last amended on August 26, 2019 and implemented from January 1, 2020, an assignment contract shall be signed between the regional land administration authority and land users for the assignment of land use rights. The land user is required to pay the land premium as provided in the assignment contract. After the full payment of the land premium, the land user must register with the land administration authority and obtain a land use rights certificate to acquire the land use rights. The land user shall develop, utilize and operate the land in accordance with the provisions of the assignment contract and the requirements of urban planning.

Pursuant to the Regulations on Planning Administration Regarding Assignment and Transfer of the Rights to Use of the State-Owned Land in Urban Area promulgated by the Ministry of Construction on December 4, 1992, amended on January 26, 2011 and implemented from the same date, the land assignee shall obtain a construction land planning permit from the municipal planning authority. Pursuant to the Urban and Rural Planning Law promulgated by the SCNPC on October 28, 2007 and last amended on April 23, 2019, a construction work planning permit must be obtained from the competent urban and rural planning government authority for the construction of any structure, fixture, road, pipeline, or other engineering project within an urban or rural planning area.

Pursuant to the Administrative Provisions on Construction Permit of Construction Projects issued by the Ministry of Construction (the predecessor of the MOHURD) on October 15, 1999, last amended on March 30, 2021 and implemented on the same date, for the construction, renovation and decoration of all kinds of buildings within the territory of China and the auxiliary facilities thereof, the installation of supporting lines, pipes and equipment, and the construction of municipal infrastructure projects in cities and towns, the construction unit shall, before starting construction, apply to the housing and urban-rural development administrative department of the people's government at or above the county level where the project is located for a construction permit in accordance with the Provisions. For a construction project

whose investment is less than RMB300,000 or whose construction area is less than 300 square meters, the construction unit may be allowed not to apply for a construction permit.

According to the Provisions on Acceptance Examination upon Completion of Buildings and Municipal Infrastructure promulgated by the MOHURD on December 2, 2013 and implemented on the same date, construction units of all types of buildings and municipal infrastructure projects that are newly built, expanded, or rebuilt within the territory of China shall file with the competent construction authority of the local people's government at or above the county level where the project is located within 15 days from the date when the project is completed and accepted.

Regulations on Environmental Protection and Work Safety

Regulations on Environmental Protection

Pursuant to the PRC Environmental Protection Law promulgated by the SCNPC on December 26, 1989, last amended on April 24, 2014 and implemented from January 1, 2015, any entity which discharges or will discharge pollutants during the course of operations or other activities must implement effective environmental protection safeguards and procedures to control and properly treat waste gas, waste water, waste residue, dust, malodorous gases, radioactive substances, noise, vibrations, electromagnetic radiation and other hazards produced during such activities.

Regulations on Work Safety

Vehicle and component manufacturers shall comply with relevant regulations related to environmental protection and work safety. In accordance with the Work Safety Law of the PRC promulgated on June 29, 2002 by the SCNPC, last amended on June 10, 2021 and implemented from September 1, 2021, a production and operation unit must develop a well-established work safety responsibility system and work safety rules and systems for all employees, meet the conditions for safe production as stipulated by laws and regulations, national standards or industry standards, and those who do not have such production conditions shall not engage in production and operation activities. The production and operation unit shall conduct safety production education and training for employees to ensure that they are equipped with necessary safety production knowledge and are familiar with relevant safety production rules and regulations and safety operation procedures.

Regulations on Fire Control

Pursuant to the Fire Safety Law of the PRC promulgated by the SCNPC in April 1998 and last amended and implemented on April 29, 2021, and the Interim Provisions on Administration of Fire Control Design Review and Acceptance of Construction Project promulgated by the MOHURD on April 1, 2020 and implemented from June 1, 2020, the construction unit of other construction projects must complete the fire protection filing of the fire protection completion acceptance within five working days after the completion acceptance of the construction project. If a construction project fails to pass the fire safety inspection before it is put into use, or does not meet the fire safety requirements after the inspection, it will be ordered to suspend the construction and use of such project, or suspend production and business, and be imposed a fine.

Regulations on Intellectual Property Rights

China is a party to several international treaties with respect to intellectual property right protection, including the Agreement on Trade-Related Aspects of Intellectual Property Rights, the Paris Convention for the Protection of Industrial Property, the Madrid Agreement Concerning the International Registration of Marks, and the Patent Cooperation Treaty.

Patents

According to the PRC Patent Law promulgated by the SCNPC on March 12, 1984 and currently effective from June 1, 2021, and the Implementation Rules of the PRC Patent Law promulgated by the State Council on June 15, 2001 and last amended on January 9, 2010, there are three types of patents in China: invention patents, utility model patents, and design patents. The protection period is 20 years for an invention patent

and 10 years for a utility model patent and 15 years for a design patent (or 10 years for design patents filed prior to June 1, 2021), commencing from their respective application dates. The patent system of mainland China adopts a first-to-file principle, under which the person who files the patent application first is entitled to the patent if two or more persons file patent applications for the same subject. Any person or entity that utilizes a patent or conducts any other activities that infringe a patent without authorization of the patent holder must compensate the patent holder and is subject to a fine imposed by the relevant government authorities, and may be criminally liable in case of patent passing-off. In addition, any person or entity that files a patent application in a foreign country for an invention or utility model patent accomplished in China is required to report in advance to the State Council's patent administrative authority for a confidentiality examination.

Copyrights

The PRC Copyright Law, which was last amended on November 11, 2020 and became effective on June 1, 2021, provides that Chinese citizens, legal persons, or other organizations will own copyright in their copyrightable works, including works of literature, art, natural science, social science, engineering technology, and computer software, regardless of whether published or not. Copyright owners enjoy certain legal rights, including the right of publication, the right of authorship, and the right of reproduction. The Copyright Law extends copyright protection to internet activities, products disseminated over the internet, and software products. In addition, the Copyright Law provides for a voluntary registration system administered by the China Copyright Protection Center. According to the Copyright Law, a copyright infringer will be subject to various civil liabilities, which include ceasing infringement activities, apologizing to the copyright owner, and compensating for the loss of the copyright owner. Copyright infringers may also be subject to fines and administrative or criminal liabilities in severe situations.

Pursuant to the Computer Software Protection Regulations promulgated by the State Council on December 20, 2001 and last amended on January 30, 2013, a software copyright owner may go through the registration procedures with a software registration authority recognized by the State Council's copyright administrative authority. The software copyright owner may authorize others to exercise that copyright and is entitled to receive remuneration.

Trademarks

Trademarks are protected by the PRC Trademark Law last amended on April 23, 2019 and the Implementation Regulations of the PRC Trademark Law promulgated by the State Council last amended on April 29, 2014. The PRC Trademark Office grants a ten-year term to registered trademarks, and the term may be renewed for another ten-year period upon request by the trademark owner. Where the trademark owner fails to do so, a grace period of six months may be granted. In the absence of renewal upon expiry, the registered trademark will be canceled. A trademark owner may license its registered trademarks to another party by entering into trademark license agreements, which must be filed with the Trademark Office for its records. As with patents, the Trademark Law has adopted a first-to-file principle with respect to trademark registration. If a trademark that is applied for is identical or similar to another trademark that has already been registered or subject to a preliminary examination and approval for use on the same or similar kinds of products or services, such trademark application may be rejected. Any person applying for the registration of a trademark shall not infringe upon prior existing trademark rights of others, nor may any person register in advance a trademark that has already been used by another party and has already gained a "sufficient degree of reputation" through such party's use. Market regulatory departments have the authority to investigate any behavior that infringes the exclusive right under a registered trademark in accordance with the law. In case of a suspected criminal offense, the case will be timely referred to a judicial authority and decided according to the law.

Domain Names

The MIIT promulgated the Administrative Measures of Internet Domain Names on August 24, 2017, which took effect on November 1, 2017 and replaced the Administrative Measures on China Internet Domain Names promulgated by the MIIT on November 5, 2004. According to these measures, the MIIT is in charge of the administration of internet domain names in mainland China. The domain name registration follows a

first-to-file principle. Applicants for registration of domain names must provide true, accurate, and complete information of their identities to domain name registration service institutions. The applicants will become holders of such domain names upon the completion of the registration procedure.

Trade Secrets

According to the PRC Anti-Unfair Competition Law promulgated by the SCNPC on September 2, 1993 and last amended on April 23, 2019, a "trade secret" refers to technical and business information that is unknown to the public, may create business interests or profits for its legal owners or holders, and is maintained as a secret by its legal owners or holders. Under the Anti-Unfair Competition Law, business operators are prohibited from infringing others' trade secrets by: (i) obtaining the trade secrets from the legal owners or holders by any unfair methods such as theft, bribery, fraud, coercion, electronic intrusion, or any other illicit means; (ii) disclosing, using, or permitting others to use the trade secrets obtained illegally under item (i) above; (iii) disclosing, using, or permitting others to use the trade secrets in violation of any contractual agreements or any requirements of the legal owners or holders to keep such trade secrets confidential; or (iv) instigating, inducing, or assisting others to violate a confidentiality obligation or to violate a rights holder's requirements on keeping the confidentiality of trade secrets, disclosing, using, or permitting others to use the trade secrets of the rights holder. If a third party knows or should have known the above-mentioned illegal conduct but nevertheless obtains, uses, or discloses trade secrets of others, the third party may be deemed to have misappropriated the others' trade secrets.

Business operators who violate the provisions of the Anti-Unfair Competition Law and cause others to suffer damages shall bear civil liability, and where the legitimate rights and interests of a business operator are harmed by unfair competition, the business operator may file a lawsuit with a People's Court. The amount of compensation for a business operator who suffer damages due to unfair competition shall be determined on the basis of the actual losses suffered as a result of the infringement; where it is difficult to ascertain the actual losses, the amount of compensation shall be determined in accordance with the benefits gained by the infringing party from the infringement. If a business operator maliciously commits an act of infringing trade secrets and the case is serious, the amount of compensation may be determined at not less than one time and not more than five times the amount determined in accordance with the foregoing method. The amount of compensation shall also include reasonable expenses paid by the business operator to stop the infringement. If it is difficult to ascertain the actual losses suffered or benefits gained, the People's Court shall, in consideration of the extent of the infringement, award compensation of less than RMB5,000,000 to the rights holder. Additionally, government authorities shall stop any illegal activities which infringe upon trade secrets and confiscate the illegal income from the infringing parties, and impose a fine between RMB100,000 to RMB1,000,000 (or where the circumstances are serious, between RMB500,000 to RMB5,000,000).

Pursuant to the PRC Criminal Law promulgated by the National People's Congress on July 1, 1979 and last amended on December 26, 2020, anyone that commits any of the following acts of trade secrets infringement, if the circumstances are serious, shall be sentenced to a fixed-term imprisonment of not more than 3 years and/or shall be fined; if the circumstances are especially serious, the infringing party shall be sentenced to a fixed-term imprisonment of not less than 3 years but not more than 10 years and shall be subject to fines: (i) obtaining trade secrets from their legal owners or holders through unfair methods such as theft, bribery, fraud, coercion, electronic intrusion, or any other illicit means; (ii) disclosing, using, or permitting others to use trade secrets obtained illegally under item (i) above; (iii) disclosing, using, or permitting others to use trade secrets in violation of any contractual agreements or any requirements of the legal owners or holders to keep such trade secrets confidential. Any person who has knowledge of the circumstances referred to above but nevertheless obtains, discloses, uses or allows others to use such trade secrets shall be deemed to have infringed upon trade secrets.

Regulations on Foreign Exchange

General Administration of Foreign Exchange

Under the PRC Foreign Exchange Administrative Regulations promulgated on January 29, 1996 and last amended on August 5, 2008, and various regulations issued by the SAFE and other relevant PRC government authorities, Renminbi is convertible into other currencies for current account items, such as trade-related

receipts and payments and payment of interest and dividends. The conversion of Renminbi into other currencies and remittance of the converted foreign currencies outside China for capital account items, such as direct equity investments, loans, and repatriation of investment, requires prior approval from the SAFE or its local branch.

Payments for transactions that take place in China must be made in Renminbi. Unless otherwise approved, PRC domestic companies may not repatriate payments denominated in foreign currencies received from abroad or retain the same abroad. Foreign-invested enterprises may retain foreign currencies under the current account with designated foreign exchange banks subject to a limit set by the SAFE or its local branch. Foreign currencies under the current account may be either retained or sold to a financial institution engaged in the settlement and sale of foreign currencies pursuant to the relevant SAFE rules and regulations. For foreign currencies under the capital account, approval by the SAFE is generally required for the retention or sale of such foreign currencies to a financial institution engaged in settlement and sale of foreign currencies.

Pursuant to the Circular on Further Improving and Adjusting Foreign Exchange Administration Policies for Direct Investment promulgated by the SAFE on November 19, 2012 and last amended on December 30, 2019, or the SAFE Circular 59, approval of the SAFE is not required for opening a foreign exchange account and depositing foreign currencies into the accounts relating to direct investments. The SAFE Circular 59 also simplifies foreign exchange-related registration required for foreign investors to acquire the equity interest in PRC domestic companies and further improves the administration of foreign exchange settlement for foreign-invested enterprises. The Circular on Further Simplifying and Improving the Foreign Exchange Administration Policies for Direct Investment promulgated by the SAFE and effective on June 1, 2015 and last amended on December 30, 2019, or the SAFE Circular 13, cancels the administrative approvals of foreign exchange registration of direct domestic investment and direct overseas investment, and simplifies the procedure for foreign exchange-related registration. Pursuant to the SAFE Circular 13, investors must register with banks for direct domestic investment and direct overseas investment.

Pursuant to SAFE Circular 19 which became effective on June 1, 2015 and was last amended on December 30, 2019, a foreign-invested enterprise may, according to its actual business needs, settle with a bank the portion of the foreign exchange capital in its capital account for which the relevant foreign exchange administration has confirmed monetary capital contribution rights and interests (or for which the bank has registered the injection of the monetary capital contribution into the account). Pursuant to SAFE Circular 19, for the time being, foreign-invested enterprises are allowed to settle 100% of their foreign exchange capital on a discretionary basis; a foreign-invested enterprise must truthfully use its capital for its own operating purposes within the scope of business; and where an ordinary foreign-invested enterprise makes domestic equity investment with the amount of foreign exchanges settled, the foreign-invested enterprise must first go through domestic re-investment registration and open a corresponding account for foreign exchange settlement, pending payment with the foreign exchange administration or the bank at the place where it is registered.

The SAFE Circular 16, promulgated by the SAFE and effective on June 9, 2016, stipulates that PRC domestic companies may also convert their foreign debts denominated in foreign currencies into Renminbi on a self-discretionary basis. The SAFE Circular 16 also provides an integrated standard for conversion of foreign exchange under capital account items (including foreign exchange capital and foreign debts) on a self-discretionary basis, which applies to all PRC domestic companies.

According to the PRC Market Entities Registration Administrative Regulations promulgated by the State Council on July 27, 2021 and effective on March 1, 2022, and other laws and regulations governing foreign-invested enterprises and company registrations, the establishment of a foreign-invested enterprise and any capital increase and other major changes in a foreign-invested enterprise must be registered with the SAMR or its local counterparts, and must be filed via the foreign investment comprehensive administrative system, if such foreign-invested enterprise does not involve special market-entry administrative measures prescribed by the PRC government.

On October 23, 2019, the SAFE issued the Circular on Further Promoting Cross-Border Trade and Investment Facilitation. This circular allows foreign-invested enterprises whose approved business scopes do not contain equity investment to use their capital obtained from foreign exchange settlement to make domestic equity investment as long as the investment is real and complies with the foreign investment-related laws and regulations. In addition, this circular stipulates that qualified enterprises in certain pilot areas may use their

capital income from registered capital, foreign debt, and overseas listing, for the purpose of domestic payments without providing authenticity certifications to the relevant banks in advance for those domestic payments. Payments for transactions that take place in China must be made in Renminbi. Income denominated in foreign currencies received by PRC domestic companies may be repatriated into China or retained outside of China in accordance with requirements and terms specified by the SAFE.

Pursuant to the SAFE Circular 13 and other foreign exchange laws and regulations, when setting up a new foreign-invested enterprise, the foreign-invested enterprise must register with a bank located at its place of registration after obtaining its business license, and if there is any change in capital or other changes relating to the basic information of the foreign-invested enterprise, including any increase in its registered capital or total investment, the foreign-invested enterprise must register such changes with the bank located at its place of registration after obtaining approval from or completing the filing with competent authorities. Pursuant to the relevant foreign exchange laws and regulations, the above-mentioned foreign exchange registration with the banks will typically take less than four weeks upon the acceptance of the registration application.

Based on the foregoing, if we intend to fund our wholly foreign-owned subsidiaries through capital injection at or after their establishment, we must register the establishment of and any follow-on capital increase in our wholly foreign-owned subsidiaries with the SAMR or its local counterparts, file such via the foreign investment comprehensive administrative system, and register such with the local banks for the foreign exchange related matters.

Loans by the Foreign Companies to Their PRC Subsidiaries

A loan made by foreign investors as shareholders in an foreign-invested enterprise is considered foreign debt in China and is regulated by various laws and regulations, including the PRC Regulation on Foreign Exchange Administration, the Interim Provisions on the Management of Foreign Debts, the Statistical Monitoring of Foreign Debt Tentative Provisions, the Detailed Rules for the Implementation of Provisional Regulations on Statistics and Supervision of Foreign Debt, and the Administrative Measures for Registration of Foreign Debt. Under these rules and regulations, a shareholder loan in the form of foreign debt made to a PRC entity does not require the prior approval of SAFE. However, such foreign debt must be registered with and recorded by SAFE or its local branches within fifteen business days after the entering of the foreign debt contract. Pursuant to these rules and regulations, the balance of the foreign debts of an foreign-invested enterprise cannot exceed the difference between the total investment and the registered capital of the foreign-invested enterprise.

On January 12, 2017, the PBOC promulgated the Notice of the People's Bank of China on Matters concerning the Macro-Prudential Management of Full-Covered Cross-Border Financing, or PBOC Notice No. 9. Pursuant to PBOC Notice No. 9, within a transition period of one year from January 12, 2017, foreign-invested enterprises may adopt the currently valid foreign debt management mechanism, or the mechanism as provided in PBOC Notice No. 9 at their own discretions. PBOC Notice No. 9 provides that enterprises may conduct independent cross-border financing in Renminbi or foreign currencies as required. Pursuant to PBOC Notice No. 9, the outstanding cross-border financing of an enterprise (the outstanding balance drawn, here and below) will be calculated using a risk-weighted approach and cannot exceed certain specified upper limits. PBOC Notice No. 9 further provides that the upper limit of risk-weighted outstanding cross-border financing for enterprises is 200% of its net assets, or the Net Asset Limits. Enterprises must file with SAFE in its capital item information system after entering into the relevant cross-border financing contracts and prior to three business days before drawing any money from the foreign debts.

Offshore Investment by PRC Residents

Under the Circular on Issues Concerning the Foreign Exchange Administration over the Overseas Investment and Financing and Round-Trip Investment by Domestic Residents via Special Purpose Vehicles issued by the SAFE and effective on July 4, 2014, or SAFE Circular 37, PRC residents are required to register with local branches of the SAFE in connection with their direct or indirect offshore investment in overseas special purpose vehicles directly established or indirectly controlled by PRC residents for offshore investment and financing with their legally owned assets or interests in PRC domestic companies, or their legally owned offshore assets or interests. Such PRC residents are also required to amend their registrations with the SAFE when there is a change to the basic information of the special purpose vehicles, such as changes of an individual

PRC resident, the name or operating period of the special purpose vehicles, or when there is a significant change to the special purpose vehicles, such as changes of the individual PRC residents' increase or decrease of the capital contribution in the special purpose vehicles, or any share transfer or exchange, merger, or division of the special purpose vehicles. At the same time, the SAFE issued the Operation Guidance for Issues Concerning Foreign Exchange Administration over Round-Trip Investment regarding the procedures for SAFE registration under the SAFE Circular 37, which took effect on July 4, 2014, as an attachment to the SAFE Circular 37.

Under the SAFE Circular 13, PRC residents may register with qualified banks instead of the SAFE in connection with their establishment or control of an offshore entity established for the purpose of overseas direct investment. The SAFE and its branches will implement indirect supervision over foreign exchange registration of direct investment via the banks.

Failure to comply with the registration procedures set forth in the SAFE Circular 37 may result in restrictions on foreign exchange activities of the relevant onshore company, including the payment of dividends and other distributions to its offshore parent or affiliate, the capital inflow from the offshore entities, and settlement of foreign exchange capital, and may also subject relevant onshore company or PRC residents to penalties under foreign exchange administration regulations of mainland China.

Regulations on Outbound Direct Investment

On December 26, 2017, the NDRC promulgated the Administrative Measures on Overseas Investments of Enterprises, or NDRC Order No. 11, which took effect on March 1, 2018. According to NDRC Order No. 11, non-sensitive overseas investment projects are required to make record filings with the NDRC or its local branch. On September 6, 2014, MOFCOM promulgated the Administrative Measures on Overseas Investments, which took effect on October 6, 2014. According to such regulation, overseas investments of PRC enterprises that involve non-sensitive countries and regions and non-sensitive industries must make record filings with the MOFCOM or its local branch. The Notice of the State Administration of Foreign Exchange on Further Improving and Adjusting Foreign Exchange Administration Policies for Direct Investment was issued by SAFE on November 19, 2012 and last amended on December 30, 2019, under which PRC enterprises must register for overseas direct investment with local banks. The shareholders or beneficial owners who are PRC entities are required to be in compliance with the related overseas investment regulations. If they fail to complete the filings or registrations required by overseas direct investment regulations, the relevant authority may order them to suspend or cease the implementation of such investment and make corrections within a specified time.

Regulations on Dividend Distribution

The principal laws and regulations regulating the distribution of dividends by foreign-invested enterprises in mainland China include the PRC Company Law, as amended in 2004, 2005, 2013, and 2018, and the 2019 PRC Foreign Investment Law and its Implementation Regulations. According to the regulatory mechanism provided by the above-mentioned laws, a foreign-invested enterprise in mainland China may only pay dividends out of accumulated profits (if any) determined in accordance with PRC accounting standards and regulations. The PRC companies (including foreign-invested enterprises) are required to draw at least 10% of their after-tax profits into the statutory reserve fund until the relevant reserve fund reaches 50% of their registered capital, except as otherwise provided by the laws on foreign investment; and no profit shall be distributed before making up any loss in the previous fiscal year. Retained profits for previous fiscal years may be distributed together with distributable profits for the current fiscal year.

Regulations on Taxation

Enterprise Income Tax

According to the PRC Enterprise Income Tax Law promulgated by the SCNPC on March 16, 2007 and last amended on December 29, 2018 and the Implementation Rules of the PRC Enterprise Income Tax Law promulgated by the State Council on December 6, 2007 and amended on April 23, 2019, the income tax rate for both PRC domestic companies and foreign-invested enterprises is 25% unless otherwise provided for specifically. Enterprises are classified as either PRC resident enterprises or non-PRC resident enterprises. In

addition, enterprises established outside China whose de facto management bodies are located in China are considered PRC resident enterprises and subject to the 25% enterprise income tax rate for their global income. An income tax rate of 10% applies to dividends declared to non-PRC resident enterprise investors that do not have an establishment or place of business in China, or that have such establishment or place of business but the relevant income is not effectively connected with the establishment or place of business, to the extent such dividends are derived from sources within China.

Value-Added Tax

According to the PRC Provisional Regulations on Value-Added Tax last amended on November 19, 2017 and its implementation rules last amended on October 28, 2011, unless stipulated otherwise, taxpayers who sell goods, labor services, or tangible personal property leasing services, or import goods will be subject to a 17% tax rate; taxpayers who sell transport services, postal services, basic telecommunications services, construction services, or real property leasing services, sell real property or transfer land use rights will be subject to an 11% tax rate; and taxpayers who sell services or intangible assets will be subject to a 6% tax rate. On November 19, 2017, the State Council promulgated the Decisions on Abolishing the PRC Provisional Regulations on Business Tax and Amending the PRC Provisional Regulations on Value-Added Tax, pursuant to which all enterprises and persons engaged in the sale of goods, provision of processing, repairing, and replacement services, sales of services, intangible assets, and real property, and the importation of goods into the territory of mainland China are VAT taxpayers.

According to the Announcement on Relevant Policies for Deepening Value-Added Tax Reform effective on April 1, 2019, the generally applicable value-added tax rates are simplified as 13%, 9%, 6%, and 0%, and the value-added tax rate applicable to small-scale taxpayers is 3%.

Dividend Withholding Tax

The PRC Enterprise Income Tax Law stipulates that an income tax rate of 10% applies to dividends declared to non-PRC resident investors that do not have an establishment or place of business in China, or that have such establishment or place of business but the relevant income is not effectively connected with the establishment or place of business, to the extent that such dividends are derived from sources within China.

Pursuant to the Arrangement between Mainland China and the Hong Kong Special Administrative Region for the Avoidance of Double Taxation and Tax Evasion on Income and other applicable laws of mainland China, if a Hong Kong resident enterprise is determined by the competent tax authority to have satisfied the relevant conditions and requirements, the 10% withholding tax rate on the dividends received by the Hong Kong resident enterprise from a PRC resident enterprise may be reduced to 5%. According to the Circular on Several Questions Regarding the Beneficial Owner in Tax Treaties, which was issued by the SAT on February 3, 2018 and took effect on April 1, 2018, when determining an applicant's status as the beneficial owner regarding tax treatments in connection with dividends, interest, or royalties in the tax treaties, several factors are considered, including whether the applicant is obligated to pay over 50% of the income in twelve months to residents in a third country or region, whether the business operated by the applicant constitutes the actual business activities, and whether the counterparty country or region to the tax treaties does not levy any tax or grant any tax exemption on relevant incomes or levies tax at an extremely low rate, and such factors will be analyzed according to the actual circumstances of the specific cases.

Tax on Indirect Transfer

Pursuant to the Circular 7 issued by the SAT on February 3, 2015 and last amended on December 29, 2017, an indirect transfer of assets, including equity interest in a PRC resident enterprise, by non-PRC resident enterprises may be recharacterized and treated as a direct transfer of PRC taxable assets, if such arrangement does not have a reasonable commercial purpose and was established for the purpose of avoiding payment of PRC enterprise income tax. As a result, gains derived from such indirect transfer may be subject to PRC enterprise income tax. When determining whether there is a reasonable commercial purpose of the transaction arrangement, several factors are considered, including whether the main value of the equity interest of the relevant offshore enterprise derives directly or indirectly from PRC taxable assets, whether the assets of the relevant offshore enterprise mainly consists of direct or indirect investment in China or if its income is mainly derived from China, and whether the offshore enterprise and its subsidiaries directly or indirectly holding

PRC taxable assets have a real commercial nature that is evidenced by their actual function and risk exposure. The Circular 7 does not apply to sales of shares by investors through a public stock exchange where such shares were acquired on a public stock exchange. On October 17, 2017, the SAT issued the Circular 37, which was amended by the Announcement of the State Taxation Administration on Certain Taxation Normative Documents issued by the SAT on June 15, 2018. The Circular 37 further elaborates the relevant implementing rules regarding the calculation, reporting, and payment obligations of the withholding tax by non-PRC resident enterprises. Nevertheless, there remain uncertainties as to the interpretation and application of the Circular 7. The Circular 7 may be determined by the tax authorities to be applicable to our offshore transactions or sale of our shares or those of our offshore subsidiaries where non-PRC resident enterprises, being the transferors, were involved.

Regulations on Employment and Social Welfare

Labor Law and Labor Contract Law

Pursuant to the PRC Labor Law effective on January 1, 1995 and last amended on December 29, 2018 and its implementation rules, employers must establish and improve work safety and health systems, enforce relevant national standards, and carry out work safety and health education for employees. In addition, pursuant to the PRC Labor Contract Law effective on January 1, 2008 and amended on December 28, 2012 and its implementation rules, employers must execute written labor contracts with full-time employees and comply with local minimum wage standards. Violations of the Labor Law and the Labor Contract Law may result in the imposition of fines and other administrative and criminal liability in the case of serious violations.

Interim Provisions on Labor Dispatch

Pursuant to the Interim Provisions on Labor Dispatch promulgated by the Ministry of Human Resources and Social Security on January 24, 2014, which became effective on March 1, 2014, dispatched workers are entitled to equal pay with full-time employees for equal work. Employers are allowed to use dispatched workers for temporary, auxiliary or substitutive positions, and the number of dispatched workers may not exceed 10% of the total number of employees.

Social Insurance and Housing Fund

According to the PRC Social Insurance Law promulgated by the SCNPC on October 28, 2010 and amended on December 29, 2018 and the Regulations on the Administration of Housing Funds promulgated by the State Council on April 3, 1999 and last amended on March 24, 2019, employers are required to contribute to a number of social security funds, including funds for basic pension insurance, unemployment insurance, basic medical insurance, occupational injury insurance, and maternity insurance, and also to housing funds. Any employer who fails to make such contribution may be fined and ordered to make good the deficit within a stipulated time limit.

Employee Stock Incentive Plan

Pursuant to the Notice of Issues Relating to the Foreign Exchange Administration for Domestic Persons Participating in Stock Incentive Plan of Overseas Listed Company issued by the SAFE on February 15, 2012, employees, directors, supervisors, and other senior management who participate in any stock incentive plan of a publicly listed overseas company and who are PRC citizens or non-PRC citizens residing in China for a continuous period of no less than one year are, subject to a few exceptions, required to register with the SAFE through a qualified domestic agent, which may be a PRC subsidiary of such overseas listed company, and complete certain other procedures.

Regulations on Anti-Monopoly

Pursuant to the Anti-Monopoly Law of the PRC amended by the SCNPC on June 24, 2022 and implemented from August 1, 2022, prohibited monopolistic conducts include monopoly agreements, abuse of dominant market position and concentration of business operators that may have the effect of eliminating or restricting competition.

Monopoly Agreement

Competing operators shall not enter into monopoly agreements that exclude or restrict the effect of competition, such as boycotting transactions, fixing or altering commodity prices, restricting commodity production, or fixing commodity prices for resales to third parties, unless the agreement satisfies the exemption conditions stipulated in the Anti-Monopoly Law of the PRC (2022 revision), for example, where the operators can prove that they do not have the effect of excluding or restricting competition, or where the operators can prove that their shares in relevant market is lower than the standards set by the anti-monopoly law enforcement agency of the State Council and meets other conditions stipulated by it, or improving technology, enhancing the competitiveness of small and medium-sized operators, and maintaining legitimate rights and interests in cross-border economic and trade cooperation. Meanwhile, the operators shall not enter into monopoly agreements with other operators or provide substantial support to other operators to reach monopoly agreements. If the regulations are violated, the punishments include orders to cease the relevant acts, confiscation of illegal income, and a penalty of not less than 1% but not more than 10% of the sales volume in the previous year; if there is no sales volume in the previous year, a penalty of not more than RMB5,000,000 shall be imposed. Where the monopoly agreement reached has not been implemented, a penalty of less than RMB3,000,000 would be imposed. If relevant violation is critically serious, causing material adverse impact and severe consequences, the anti-monopoly law enforcement agency of the State Council may determine the specific amount of penalty not less than two times but not more than five times the amount of the aforementioned fine.

The Interim Provisions on the Prohibition of Monopoly Agreements promulgated by the SAMR and last amended on March 24, 2022 and implemented on May 1, 2022, further provided for the prevention and prohibition of monopoly agreement-related matters, and replaced some of anti-trust rules and regulations previously issued by the State Administration for Industry and Commerce.

Abuse of Dominant Market Position

A business operator with a dominant market position shall not abuse its dominant market position, such as selling commodities at an unfairly high price or purchasing commodities at an unfairly low price, selling commodities at prices below cost without justifiable reasons and rejecting to trade with trading counterparts. In case of violation of the prohibition on abuse of dominant market position, the punishments include orders to cease relevant acts, confiscation of illegal gains, and a penalty of not less than 1% but not more than 10% of the sales volume in the previous year. If relevant violation is critically serious, causing material adverse impact and severe consequences, the anti-monopoly law enforcement agency of the State Council may determine the specific amount of penalty not less than two times but not more than five times the amount of the aforementioned fine.

The Interim Provisions on Prohibition of Abuse of Dominant Market Position promulgated by the SAMR and last amended on March 24, 2022 and implemented on May 1, 2022, further prevented and curbed abuse of market dominance.

Concentration of Business Operators

Operators shall declare the concentration reaching the threshold of declaration prescribed by the State Council to the anti-monopoly law enforcement agency of the State Council before conducting concentration. Concentration of business operators refers to the following circumstances: (i) merger of business operators; (ii) a business operator acquires control over other business operators by acquiring their equities or assets; or (iii) a business operator acquires control over other business operators or is able to exert a decisive influence on other business operators by contract or any other means. Where a business operator fails to comply with the mandatory reporting requirements, and has or may have the effect of excluding or restricting competition, the anti-monopoly law enforcement agency of the State Council has the power to order to cease the implementation of the concentration, dispose of shares or assets and transfer the business within a time limit, and take other necessary measures to restore the state before the concentration, and impose a penalty of not more than 10% of the sales volume in the previous year; if the operators fail to conduct concentration according to regulations and do not have the effect of excluding or restricting competition, a penalty of not more than RMB5,000,000 would be imposed. If relevant violation is critically serious, causing material adverse

impact and severe consequences, the anti-monopoly law enforcement agency of the State Council may determine the specific amount of penalty not less than two times but not more than five times the amount of the aforementioned fine.

The Interim Provisions on the Review of Business Operator Concentration promulgated by the SAMR and last amended on March 24, 2022 and implemented on May 1, 2022, further provided for matters such as the declaration and review of the concentration of business operators and the investigation of the illegal implementation of the concentration of business operators.

Regulations on Mergers and Acquisitions and Overseas Listing

On August 8, 2006, six PRC governmental and regulatory authorities, including MOFCOM and CSRC, promulgated the Regulations on Mergers and Acquisitions of Domestic Companies by Foreign Investors, or the M&A Rules, effective as of September 8, 2006 and later revised on June 22, 2009, which governs the mergers and acquisitions of domestic enterprises by foreign investors. The M&A Rules, among other things, requires that if an overseas company established or controlled by PRC companies or individuals intends to acquire equity interests or assets of any other PRC domestic company affiliated with such PRC companies or individuals, such acquisition must be submitted to MOFCOM for approval. The M&A Rules also requires that an offshore special purpose vehicle formed for overseas listing purposes and controlled directly or indirectly by the PRC individuals or companies shall obtain the approval of the CSRC prior to overseas listing and trading of such special purpose vehicle's securities on an overseas stock exchange. After the 2019 PRC Foreign Investment Law and its Implementation Regulations became effective on January 1, 2020, the provisions of the M&A Rules remain effective to the extent they are not inconsistent with the 2019 PRC Foreign Investment Law and its Implementation Regulations.

On February 17, 2023, the CSRC promulgated the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies, or the Overseas Listing Trial Measures, and five supporting guidelines, collectively the Overseas Listing Filing Rules, which shall become effective from March 31, 2023. According to the Overseas Listing Filing Rules, the offering or listing of shares, depository receipts, convertible corporate bonds, or other equity-like securities by a PRC domestic company in an overseas stock market, whether directly or indirectly through an offshore holding company, should be filed with the CSRC. The determination of whether any offering or listing is "indirect" will be made on a "substance over form" basis.

Under the Overseas Listing Filing Rules, the reporting entity shall submit filing materials including but not limited to a report to the CSRC within three business days after submitting listing applications to an overseas stock market. Once listed overseas, the reporting entity will be further required to report the occurrence of any of the following material events within three business days after the occurrence and announcement thereof to the CSRC: (i) a change of control of the issuer; (ii) the investigation, sanction or other measures undertaken by any foreign securities regulatory agencies or relevant competent authorities in respect of the issuer; (iii) change of the listing status or transfer of the listing board; and (iv) the voluntary or mandatory delisting of the issuer. In addition, the completion of any overseas follow-on offerings by an issuer in the same overseas market where it has completed its public offering and listing would necessitate a filing with the CSRC within three business days thereafter.

The CSRC also published the Notice on Administration for the Filing of Overseas Offering and Listing by Domestic Companies on February 17, 2023, or the Notice on the Overseas Listing Filing and the set of Q&A published on the CSRC's official website, which are in connection with the release of the Overseas Listing Filing Rules. The CSRC clarifies that (i) on or prior to the effective date of the Overseas Listing Filing Rules, domestic companies that have already submitted valid applications for overseas offering and listing but have not obtained approval from overseas regulatory authorities or stock exchanges may reasonably arrange the timing for submitting their filing applications with the CSRC, and must complete the filing before the completion of their overseas offering and listing; (ii) a six-month transition period will be granted to domestic companies which, prior to the effective date of the Overseas Listing Filing Rules, have already obtained the approval from overseas regulatory authorities or stock exchanges, but have not completed the indirect overseas listing; if domestic companies fail to complete the overseas listing within such six-month transition period, they shall file with the CSRC according to the requirements.

Based on the Overseas Listing Filing Rules, PRC domestic companies are primarily responsible for compliance with the rules. Violation of the Overseas Listing Filing Rules or the completion of an overseas listing in breach of the Overseas Listing Filing Rules may result in a warning and a fine ranging from RMB1,000,000 to RMB10,000,000. Furthermore, the directly responsible supervisors and other directly liable persons of the relevant PRC domestic companies may be subject to warning and a fine ranging from RMB500,000 to RMB5,000,000, and the controlling shareholders and actual controllers of the relevant PRC domestic companies may be subject to a fine ranging from RMB1,000,000 to RMB10,000,000.

On February 24, 2023, the CSRC issued Provisions on Strengthening Confidentiality and Archiving Administration of Overseas Securities Offering and Listing by Domestic Companies, or the Archives Rules, which shall become effective from March 31, 2023 and specify that during the overseas issuance of securities and listing activities of domestic enterprises, domestic enterprises and securities companies and securities service institutions that provide relevant securities services shall, by strictly abiding by the relevant laws and regulations of mainland China and the requirements therein, establish sound confidentiality and file work systems, take necessary measures to implement confidentiality and file management responsibilities, and shall not leak national secrets and undermine national and public interests. Files such as the work manuscripts generated in the PRC by securities companies and securities service institutions that provide relevant securities services for overseas issuance and listing of securities by domestic enterprises shall be kept in the PRC. The transmission of any such working papers to recipients outside China must be approved in accordance with the applicable PRC regulations. Where files or copies thereof need to be transferred outside of the PRC, it shall be subject to the approval procedures in accordance with relevant regulations of mainland China.

Global Government Regulations

This section sets forth a summary of the most significant rules and regulations that affect our business activities in the European Union, United Kingdom, and United States.

Regulations on Type Approval

EU

Manufacturers of passenger vehicles in the EU that wish to benefit from the EU single market are required to comply with EU Regulation 2018/858 (the Whole Vehicle Type Approval — "WVTA"), which requires that vehicles that are put on the market within the EU must first be type-approved to ensure that they meet all relevant environmental, safety and security standards. A vehicle that has been type-approved in one EU member state can thereafter be sold and registered in all member states without further tests. As of the date of this proxy/registration statement, we have not acquired EU type approval for our vehicles in compliance with the WVTA.

UK

The EU position is broadly the same in the UK, which adopted EU Regulation 2018/858 as retained EU law at the end of the Brexit transition period, and which was subsequently implemented / amended by the Road Vehicles (Approval) Regulations 2020. On December 31, 2022, the new GB Type Approval Scheme came into force. This scheme is based heavily on EU Regulation 2018/858, but applies solely to vehicles to be sold on the market in Great Britain. Compliance with the scheme involves ensuring that the vehicle meets GB performance standards and can be sold on the GB market. The GB Type Approval Scheme becomes mandatory for vehicles to be sold in GB from February 1, 2024. Up until February 1, 2024, manufacturers have the option of using the Provisional GB Type Approval Scheme to obtain approval in GB. Under the provisional scheme, manufacturers already in possession of an EU type approval under the WVTA referenced above can obtain type approval in the UK by providing the Vehicle Certification Agency with: (i) a list of type approvals for vehicle types they intend to place on the market in GB, and (ii) the corresponding EU type approval certificates. As of the date of this proxy/registration statement, we have not acquired UK type approval for our vehicles.

Regulations on Safety

EU

The EU overhauled its vehicle safety regulations in 2009 by adopting EU Regulation 661/2009, replacing more than fifty previously existing vehicle safety directives with one overarching safety regulation which

included requirements on seat belts and child restraint systems for example. This regulation was in turn revised in 2019 by the adoption of EU Regulation 2019/2144 (the “General Safety Regulation”). The General Safety Regulation includes, for example, rules on cybersecurity and new guidelines regarding driver drowsiness and distraction, such as distractions caused by the use of a smartphone while driving, intelligent speed assistance, reversing safely with the aid of cameras or sensors, data recording in case of an accident (black box), lane-keeping assistance, advanced emergency braking, and crash-test improved safety.

UK

In the UK, EU Regulation 661/2009 was adopted as retained EU law by virtue of the European Union (Withdrawal) Act 2018 and implemented by the Road Vehicles (Approval) Regulations 2020.

The changes made by EU Regulation 2019/2144 were not adopted in the UK, as they were introduced after the UK had left the EU. Further legislation would be needed to transpose these into UK law, however there are no current plans to do so.

US

The US National Traffic and Motor Vehicle Safety Act requires manufacturers of vehicles sold in the US to certify that a vehicle meets all applicable Federal Motor Vehicle Safety Standards (“FMVSS”), federal bumper standards, and federal anti-theft standards, before that vehicle may be imported into or sold in the US. Those standards are issued and administered by the National Highway Traffic Safety Administration (“NHTSA”). Primary categories of FMVSS (federal safety standards) that apply to our vehicles include:

Crash Avoidance Standards. Safety standards intended to assist vehicles in avoiding collisions with other vehicles, objects, or road users. These standards prescribe minimum performance requirements for vehicle and equipment performance, including requirements for steering, braking, headlamps, tail lamps, and signal lights, controls and displays, warning signals, tires, stability control, and other vehicle equipment and functions.

Crash Worthiness and Occupant Protection Requirements. Standards designed to protect vehicle occupants and mitigate damage and injury in the event of a crash. These standards include minimum performance requirements for vehicle structure and equipment, as well as other occupant protection requirements such as passenger restraint systems (e.g., airbags, seatbelts), systems, and features to protect vehicle occupants.

Electric Vehicle Specific Requirements. In addition to the safety standards summarized above that apply to all motor vehicles, there are a limited number of additional standards that apply to electric vehicles and high-voltage batteries. Today, those standards are designed primarily to protect vehicle occupants from injury, and include requirements and crash tests designed to limit electrolyte spillage, battery retention, and avoid electric shock to vehicle occupants in the event of a crash. In addition, the US Departments of Energy and Transportation have indicated they may promulgate additional battery and EV safety and performance requirements, and we aim to comply with any such applicable standards if they are issued.

Manufacturer Self-Certification. Federal law requires motor vehicle manufacturers to certify that a vehicle complies with all applicable FMVSS, as well as NHTSA bumper and theft prevention standards, before that vehicle is sold or offered for sale in the US. Federal law provides significant monetary penalties and other sanctions for vehicle manufacturers that certify as FMVSS-compliant vehicles that are found to fail to comply with one or more of those standards. These requirements apply equally to vehicles that are manufactured in the US and vehicles that are imported for sale in the US.

Other US Department of Transportation/NHTSA Requirements. Our vehicles to be sold in US are also required to comply with (or obtain exemptions from) other requirements of federal laws administered by NHTSA, including corporate average fuel economy (“CAFE”) standards and consumer information and labeling requirements. Manufacturer of vehicles sold in the US are also subject to various reporting requirements, including Early Warning Reporting requirements regarding warranty claims, field reports, death and injury claims and foreign recall.

The Automobile Information and Disclosure Act. This law requires manufacturers of motor vehicles to disclose certain information regarding the manufacturer’s suggested retail price, optional equipment, and pricing. In addition, the AIDA requires inclusion fuel economy ratings on a label (“sticker”) affixed to new

vehicles offered for sale. The American Automobile Labeling Act also requires manufacturers of automobiles to state the percentage of our vehicle components that are manufactured in the US and in other countries, and the location of final vehicle assembly.

Each state may impose additional vehicle safety requirements with respect to vehicle equipment or components that are not regulated by a federal standard. Each state also has authority to regulate the operation of vehicles within its boundaries, including prescribing licensing and registration requirements and traffic laws. In some instances, a state's power may extend to prohibiting the operation of certain types of vehicles on roads in that state.

Regulations on Data Protection and Privacy

EU

Since the entry into force on May 25, 2018, of the EU General Data Protection Regulation 2016/679 (the "GDPR"), processing of personal data of individuals located in the European Economic Area (the "EEA"), or done by any entity in the EEA, is subject to strict requirements centred around core principles and rights of such individuals to receive access to, to rectify or to delete their personal data. The GDPR obliges us, where applicable, to ensure adherence to the principles of lawfulness, fairness and transparency, and purpose limitation, data minimization, data accuracy, storage limitation and integrity and confidentiality. The GDPR also requires us to mitigate potential data breaches and to, unless the data breach leads to a low risk for the rights and freedoms of data subjects, report data breaches to the data protection supervisory authority within 72 hours.

On March 9, 2021, the European Data Protection Board adopted Guidelines 01/2020 on processing personal data in the context of connected vehicles and mobility related applications, which stated that much of the data that is generated by a connected vehicle relate to a natural person that is identified or identifiable and thus constitute personal data under the GDPR.

UK

The EU position is the same in the UK, which adopted the GDPR as retained EU law at the end of the Brexit transition period. From January 1, 2021, a UK-specific General Data Protection Regulation ("UK GDPR") came into force. The UK GDPR is based on the EU GDPR, subject to minor amendments to make it more suited to its UK context.

The EU GDPR was originally implemented in the UK through the Data Protection Act 2018 ("DPA"). This instrument has since been amended to align with the UK GDPR. The DPA 2018 establishes the rights of individuals to access, remove, restrict and update their personal data, and sets out core data protection principles.

US

There is no overarching generally applicable federal law in the US that governs the collection, processing, storage, transmission, or use of personal data. More narrow and specific federal laws apply to the processing or other use or treatment of certain types of personal data (including information related to health, credit, telecommunications, and telemarketing), or to the processing or use of personal data by certain types of entities (e.g., financial institutions). Also, the Federal Trade Commission may bring enforcement actions against companies that engage in processing of personal data in a manner that constitutes an unfair or deceptive trade practice. In addition, the overwhelming majority of states have enacted laws related to data privacy. Perhaps the most stringent and comprehensive of those state laws is the California Consumer Privacy Act, as expanded and supplemented by the California Privacy Rights Act (effective January 1, 2023). To the extent state data privacy laws apply to us and our products or services, we aim to ensure compliance with the requirements of those laws.

Regulations on Automated Driving / Advanced Driver Assistance System ("AD/ADAS")

We equip our vehicles with certain advanced driver assistance features. Generally, laws pertaining to driver assistance features and self-driving vehicles are evolving globally and, in some cases, may create

restrictions on advanced driver assistance or self-driving features that we may develop. We aim to meet relevant requirements for each product, market, and time frame.

UK

The Automated and Electric Vehicles Act 2018 provides a framework for ADAS regulations in the UK. The Act allows for the creation of a new liability scheme for insurers in relation to automated vehicles, and the creation of regulations relating to electric vehicle charging infrastructure, including availability and reliability standards. In January 2022, the Law Commission published a report with recommendations for a new legal framework to support the safe deployment of automated vehicles. Its recommendations included writing the test for self-driving into law, and introducing a second stage in the type approval process to authorise vehicles for use as self-driving on Great Britain roads. These recommendations have been laid before Parliament and are being considered as part of the government's broader plans to legislate on automated vehicles.

US

Currently, there are no mandatory federal laws specifically addressing safety requirements for AD/ADAS. US Department of Transportation and NHTSA have issued some voluntary guidance regarding the capabilities and performance of such systems, and there is a significant possibility that NHTSA may issue safety standards governing some ADAS in the next few years. In the absence of standards, NHTSA has "defect" authority to order a recall or take other enforcement action if it determines a vehicle's ADAS poses an unreasonable risk to safety.

Regulations on Sustainability and Environmental Regulations

We operate in an industry that is subject to extensive sustainability and environmental related regulations, which have become more stringent over time, and are expected to become more extensive in the future. The laws and regulations to which we are or may become subject govern, among other things: water use; air emissions; use of recycled materials; energy sources; the storage, handling, treatment, transportation and disposal of hazardous materials; the protection of the environment, natural resources and endangered species; responsible mineral sourcing; due diligence transparency; environmental reporting; and the remediation of environmental contamination. Compliance with such laws and regulations at an international, regional, national, state, provincial and local level is and will be an important aspect of our ability to continue operations.

Many countries have announced a requirement for the sale of zero-emission vehicles only within proscribed timeframes, some as early as 2035, and we as an electric vehicle developer aim to comply with these requirements across our entire coming product portfolio as we expand.

All vehicle manufacturers are required to comply with the applicable emission regulations in each jurisdiction in which they operate. Furthermore, since our electric vehicles have zero or limited emissions compared to internal combustion engine vehicles, we earn emission grams or credits that may be sold to and used by other manufacturers to cover or offset their emissions footprint. We aim to follow the development and opportunities connected to emission regulations in all geographic regions in which we operate. The ability to earn excess emission grams or credits are dependent on each jurisdictions' regulations and the opportunity to get compensated by others depends on the demand from other manufacturers.

EU

Manufacturers of passenger vehicles in the EU are required to comply with EU Regulation 715/2007 — the Worldwide Harmonized Light Vehicles Test Procedure ("WLTP ") on Energy Consumption and Range, and Directive 2005/64/EC — Recyclability, Recoverability, Reusability.

Non-financial reporting forms part of the EU's sustainability and environmental legislative framework. The EU Corporate Sustainability Reporting Directive 2022/2464 entered into force on January 5, 2023, and with effect from January 1, 2025, expands non-financial reporting obligations of EU-established entities and in certain cases overseas parent companies to cover all "large undertakings," which can include non-EU based parent companies. The scope of what must be reported annually is significantly expanded. Where our entities are subject to this Directive, we must report according to European Sustainability Reporting Standards on

issues such as environmental matters, social matters and treatment of employees, respect for human rights, anti-corruption and bribery, diversity on company boards (in terms of age, gender, educational and professional background). In addition, the EU is expected to finalise over the next 2 to 3 years the Corporate Sustainability Due Diligence Directive which will implement mandatory due diligence that certain large companies must undertake regarding human rights and environmental impacts along their supply chains.

UK

The WLTP applies in the UK, as EU Regulation 715/2007 was adopted in the UK as retained EU law following Brexit. EU Directive 2005/64/EC was also retained in the UK and implemented through the Motor Vehicles (EC Type Approval) (Amendment) Regulations 2007.

There are also separate national rules regulating CO2 emissions performance standards, for example the Road Vehicle Carbon Dioxide Emission Performance Standards (Cars and Vans) (Amendment) (EU Exit) Regulations 2020/1418 govern emissions from newly registered cars and vans in Great Britain.

Following a consultation last year, the UK government is currently in the process of developing a new UK road vehicle CO2 emissions regulatory framework. The proposed framework plans to introduce a zero emissions vehicles (ZEV) mandate that will require manufacturers to meet certain ZEV targets every year from 2024. There would also be continued regulation of new non-zero emissions cars and vans until all new sales are zero emission at the exhaust.

The UK introduced Streamlined Energy and Carbon Reporting (SECR) in 2019 in the Companies (Directors' Report) and Limited Liability Partnerships (Energy and Carbon Report) Regulations 2018. SECR requires obligated companies to report on their energy consumption and associated greenhouse gas emissions within, if applicable, their financial reporting for Companies House.

US

We expect to offer our vehicles for sale in the US through dealers registered in the US. We and our dealers must obtain and comply with the terms and conditions of government permits, certificates, licenses, authorizations, approvals and satisfy other requirements under US laws, as well as state and local government laws.

Manufacturers of vehicles sold in the US are obligated to meet all applicable regulatory requirements in every US jurisdiction in which it operates, distributes, or sells its products. Some required permits, certifications, or licenses are costly and difficult to obtain. Violations of applicable environmental, health, or safety laws and regulations may result in significant sanctions, including civil and criminal fines, penalties orders to cease non-compliant operations or to conduct corrective actions, or suspension or revocation of permits, certificates, and licenses.

The vehicles we intend to offer for sale in the US must satisfy the applicable requirements of laws and regulations administered by the NHTSA and the Environmental Protection Agency ("EPA") on a federal level. Similarly, those vehicles must satisfy the emissions standards of the California Air Resource Board ("CARB") which is a major regulator on state level.

Under the Clean Air Act, our vehicles are required to obtain a Certificate of Conformity issued by the EPA and, for California and states that have received a waiver to utilize California's light-duty vehicle standards, a California Executive Order issued by CARB. A Certificate of Conformity and/or CARB Executive Order is required for each model year for vehicles sold in the US. This regulatory process is designed to ensure that all vehicles comply with applicable emission standards for both criteria pollutants, such as nitrogen oxides and particulate matter, and greenhouse house gases ("GHGs"), such as carbon dioxide and nitrous oxide. This process also includes labelling requirements to provide consumer information such as miles per gallon or gas-equivalent ratings and maximum range on a single charge.

Our all-electric, battery-powered vehicles will generate regulatory compliance credits that can be monetized through sale to other OEMs. Under California's Low-Emission Vehicle Program, and equivalent requirements that apply in the states that have adopted California's standards, OEMs are required to produce an increasing percentage of battery electric vehicles ("BEVs"), fuel cell electric vehicles ("FCEVs"), or plug-in

hybrid electric vehicles (“PHEVs”). CARB’s zero-emission vehicle (“ZEV”) program requires OEMs to produce a certain number BEVs, FCEVs or PHEVs each year, based on the total number of cars sold in California or the other states that have adopted the ZEV program, ranging from 4.5% in 2018 to 22% by 2025. Moreover, California has announced commitments to phase out sales of new internal combustion engine vehicles by 2035. As a developer of zero-emission vehicles, we may earn ZEV credits on each electric vehicle sold in California or other participating states, which may be sold to other OEMs without the need to offset any GHG or other pollutant emitting internal combustion engine vehicles.

In addition to state-level credits, the EPA and NHTSA require all OEMs to meet minimum GHG emission and CAFE standards applicable to light-duty vehicles. These federal regulations require that manufacturers of light-duty vehicles meet minimum threshold standards for GHG emissions and fuel economy based on a vehicle’s footprint or overall dimensions. We will also benefit from these regulations as a developer of zero-emission vehicles because each electric vehicle will generate GHG and CAFE credits which can be sold to other manufacturers. In December 2021, the EPA finalized revised GHG standards for model year 2023 – 2026 light-duty vehicles. In May 2022, NHTSA finalized revised CAFE standards for model year 2024 – 2026 light-duty vehicles. These standards require fleetwide increases in fuel economy and decreases in GHG emissions from internal combustion engine equipped vehicles produced by all manufacturers. Both EPA and NHTSA are expected to announce additional standards for at least model years 2027 – 2030 in the spring of 2023 that will require further fleetwide increases in fuel economy and decreases in GHG emissions. Moreover, the Biden Administration also announced a goal of 50% EV sales by 2030. With the more stringent CAFE and GHG emission standards expected, we may be positioned to monetize the credits we may earn for selling zero-emission vehicles in the US.

In December 2022, the EPA issued a proposed rulemaking that would authorize OEMs to generate marketable compliance credits associated with their BEVs and PHEVs sold in the US under the federal Renewable Fuel Standard (“RFS”) program. Under the proposal, beginning in 2024, OEMs would enter into agreements with producers of renewable electricity derived from biogas or renewable natural gas and would then be authorized to generate and sell compliance credits based on an equivalent quantity of electricity used to charge their BEV or PHEV fleet. Petroleum refiners and importers would be obligated to purchase these credits to meet their annual compliance credit obligations under the RFS program. If finalized, we may also be positioned to potentially monetize these credits based on the electricity charging demand of our zero-emission vehicles sold in the US.

Regulations on Recall activities

Manufacturers of vehicles sold in the US must recall such vehicles if they are found to have a safety defect or fail to comply with an applicable FMVSS. The primary recall obligations are to provide notice to owners of all affected vehicles, and to offer a remedy, free of charge, to all affected vehicle owners.

Regulations on Distribution

EU

The legal rules governing commercial agency relationships (agents who promote sales in the name of and on behalf of the principal) are to some extent harmonized under the European Commercial Agency Directive (86/653/EEC) (“CAD”). The CAD governs various aspects of the commercial agency relationship, including commission claims, minimum notice periods, compensation or indemnity claims upon termination of the agency contract and post-contractual non-compete obligations. The CAD is an EU Directive and as such, is not directly applicable in the EU Member States but needs to be transposed into the laws of each EU Member State. Individual national laws may provide for additional rules and national interpretations of the CAD.

The distribution of new vehicles is generally regulated via Art. 101 and 102 of the Treaty of the Functioning of the European Union (“TFEU”), the respective Block Exemption Regulations (EU Regulation 2022/720 of May 10, 2022 on the application of Article 101(3) of the TFEU to categories of vertical agreements and concerted practices and Regulation n°461/2010 relative to after sales activities) and Motor Vehicle Regulation No 461/2010 which came into force on June 1, 2010 and will expire on May 23, 2023. Under the Block Exemption Regulations, OEMs and principals must not prevent members of a selective

distribution system from selling spare parts to independent repairers, prevent a supplier of spare parts from selling its goods to operators outside the network or to end users, or prevent a supplier of components from placing its trademark or logo on a component supplied for the initial assembly of a motor vehicle. Other than the Block Exemption Regulations, the rules governing distributorship relationships vary by EU member state.

UK

In the UK, the Commercial Agents (Council Directive) Regulations 1993 (SI 1993/3053) ("CAR") implement the CAD. The CAR continue to have effect post-Brexit as EU-derived domestic legislation under Section 2 of the EU (Withdrawal) Act 2018. The CAR governs the relationship between agent and principal where goods are sold, and imposes mandatory obligations on both parties. For the principal, this includes a duty to act in good faith, to provide documentation relating to the goods, and to notify the agent where there will be a reduction in goods from the volume expected. The Regulations also cover other aspects of the relationship, including pay, commission, and a requirement to give notice where the contract is concluded without breach.

The applicable provisions under the TFEU and the associated Block Exemption Regulations will continue to apply where the principal has selling arrangements in other EEA countries in addition to the UK. It is only where the effects of the agency agreement would be felt purely in the UK that these provisions would not apply, and UK competition rules under the Competition Act 1998 would apply in their place. In any event, the provisions under the CA 1998 which target anti-competitive business are closely based on Articles 101 and 102 TFEU and contain similar exemptions.

US

Generally, the individual states have authority to regulate the distribution, sale, and service of vehicles within their state. A number of states have laws that either prohibit or impose limitations on "direct sale" of motor vehicles by a manufacturer to a retail customer. In states with a full prohibition, vehicle manufacturers are required to either sell vehicles in those states through automobile dealers or similar entity licensed to sell vehicles, or not sell vehicles in those states. Some state laws also prohibit a vehicle manufacturer from directly servicing vehicles it manufactured.

Regulations on Incentives

EU

Almost all EU Member States have adopted various measures to stimulate demand for BEVs, PHEVs and FCEVs. In addition, some member states of the European Union offer state-funded vehicle scrappage schemes that provide financial incentives for the replacement of old vehicles with new vehicles. There are also a number of government-funded research and development programs in the automotive industry within the European Union. Many of these programs focus on projects related to electric mobility and autonomous driving.

UK

In the UK, there are a number of tax benefits currently in place to stimulate demand for BEVs. For example, businesses using purely electric (i.e. not hybrid) company vehicles are entitled to 100% first year capital allowances so that the full cost of the vehicle can be deducted from profits before tax. Purely electric vehicles are also exempt from vehicle excise duty until 2025. Further, electric vehicles are exempt from congestion charges.

Under the EV Chargepoint Grant, people living in flats or rental accommodation are eligible for a grant that covers £350 or 75% of the cost to buy and instal a chargepoint, whichever is the lower. Similarly, the Workplace Charging Scheme means that businesses can claim up to £350 / 75% per socket of the cost of up to 40 sockets, as a way of encouraging employees to make the switch to electric.

Consumers used to be able to benefit from the Plug-in Car Grant (PICG), under which consumers could get a discount on the purchase price of plug-in cars, however this scheme was ended in 2022. However, other

types of vehicle may still be eligible for the grant, including wheelchair accessible vehicles, motorcycles and mopeds, vans and taxis. For eligible vehicles, the plug-in grant enables the consumer to get a percentage discount on the upfront cost of the vehicle.

There are likely to be tax benefits — for example, Vehicle Excise Duty (VED) is calculated based on the size of the engine, year of first registration, and CO2 emissions — therefore most pure EV's are zero rated for tax purposes (i.e. tax free). However, from April 2025, VED will start to apply to electric vehicles.

US

The federal Inflation Reduction Act of 2022 ("IRA") provides Clean Vehicle tax credits of up to $7500 per vehicle to purchasers of some zero-emission vehicles. In order for the purchase of a zero-emission vehicle to qualify for such credits, the vehicle and the purchaser must satisfy certain requirements. Those eligibility requirements include, *inter alia*, that a specified percentage of the value of critical minerals contained in the vehicle's battery be extracted or processed in the US; that the battery components in the vehicle be manufactured or assembled in the US; that the final assembly of the vehicle be conducted in the US; that the retail price of the vehicle not exceed a specified level; and that the eligible purchasers must have taxable incomes below a specified level. We will review forthcoming implementing regulations and guidance to be issued by the US Treasury, but it presently appears that our vehicles will not qualify for the new Clean Vehicle tax credits under the IRA.

In some cases, state and local governments may provide additional incentives for the purchase and sale of BEVs, PHEVs, or FCEVs.

Regulations on Producer Responsibility — Batteries

EU

Current Legislation. Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators sets out a number of targets and other requirements which aim to increase the collection and recycling of waste batteries of all types, thereby providing further environmental protection and helping to prevent heavy metal pollution which can be caused by some batteries if not dealt with correctly. All European member states were given until September 26, 2008 to transpose the detail of the Directive into each member's local legislation. Costs associated with meeting the requirements of the Directive must be met by the producers of the batteries, and it must be free of charge for end users to place their waste batteries in the system that will ensure those batteries are recycled.

The new EU Batteries Regulation is a proposal to repeal, replace, and significantly extend the scope of the existing EU Batteries Directive 2006/66/EC with a new, enhanced batteries law in the form of a harmonized EU-wide regulation. The draft new law contains full life-cycle mandatory provisions relating to a far wider range of batteries placed on the EU market than the current EU Batteries Directive, including for the first time lithium batteries, and generally all commercial and industrial batteries (as well as automotive and electric vehicle batteries). In general, the obligations fall on "economic operators," which include manufacturers, authorized representatives, importers, distributors, fulfilment service providers, and any other natural or legal person who is subject to obligations in relation to manufacturing batteries, preparing batteries for reuse, preparing batteries for repurpose, repurposing, or remanufacturing, of batteries, that first place batteries on the market (including online placing on the market) or put them into service. New duties that our entities may be required to adhere to include: Supply Chain Due Diligence, Durability/Right-to-Repair/Battery Conformity (there are proposed minimum values for electrochemical performance and durability of rechargeable industrial batteries), Labelling and Information Disclosure and Enhanced Producer Responsibility For End-of-Life Batteries.

UK

The UK transposed EU Directive 2006/66/EC into national law in 2008 and 2009 under the Batteries and Accumulators (Placing on the Market) Regulations 2008 and the Waste Batteries and Accumulators Regulations 2009. This legislation makes it compulsory to collect and recycle batteries and accumulators, prevents batteries and accumulators from being incinerated or dumped in landfills and restricts the substances

used in batteries and accumulators. The UK government are considering following the EU in extending producer responsibility for batteries but such changes are some way off at present and so requirements will be more stringent in the EU going forward once the new EU Batteries Regulation comes in to force.

US

Battery packs are also subject to selected tests specified in the SAE J2464 and J2929 standards, as well as tests defined by other standards and regulatory bodies and our own internal tests. These tests evaluate battery function and performance as well as resilience to conditions including immersion, humidity, fire, and other potential hazards.

Regulations on End-of-Life Vehicles

EU

EU Directive 2000/53/EC provides specific regulatory requirements for the take-back of end-of-life vehicles, such as material coding, treatment obligation, collection system obligation, information and monitoring requirements. It also prohibits the use of hazardous substances when manufacturing new vehicles (especially lead, mercury, cadmium and hexavalent chromium) except in defined exemptions when there are no adequate alternatives. Through Directive 2000/53/EC, vehicle manufacturers have an obligation to provide free take-back for cars and light commercial vehicles.

UK

The End-of-life Vehicles Regulations 2003 and the End-of-life Vehicles (Producer Responsibility) Regulations 2005 are the underpinning legislation in the UK and reflect the contents of EU Directive 2000/ 53/EC. Vehicles are regulated to limit the environmental impact of their disposal, by reducing the amount of waste created when they are scrapped. Producers must provide a convenient network of authorised treatment facilities (ATFs), or make acceptable alternative arrangements, offering free take-back for their brands when they become ELVs. The producer — the manufacturer or importer — placing the vehicle or component on the UK market is responsible for compliance.

Additional Information

Our main website is www.group-lotus.com. Neither the information on our main website, nor the information on the websites of any of our brands and businesses, is incorporated by reference into this proxy statement/consent solicitation statement/prospectus, or into any other filings with, or into any other information furnished or submitted to, the SEC.

LOTUS TECH'S MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Unless the context otherwise requires, all references in this section to "Lotus Tech," "we," "us" or "our" refer to LTC and its subsidiaries, and, in the context of describing our operations and combined and consolidated financial information, also include the VIE and its subsidiaries, and, in the context of describing our operations and combined and consolidated financial information, also include the VIE and its subsidiaries.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with "Information about Lotus Tech," "Selected Historical Financial Data of Lotus Tech" and our unaudited and audited combined and consolidated financial statements and the related notes and other financial information included elsewhere in this proxy statement/prospectus. This discussion and analysis should also be read together with the pro forma combined financial information in the section entitled "Summary Unaudited Pro Forma Condensed Combined Financial Information." In addition to historical combined and consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs that involve risks and uncertainties. Our actual results could differ materially from those discussed in the forward-looking statements as a result of many factors, including those factors set forth in the sections titled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements," which you should review for a discussion of some of the factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis and elsewhere in this proxy statement/prospectus.

Overview

We are a pioneering luxury battery electric vehicle (BEV) maker that designs, develops, and sells luxury lifestyle vehicles (non-sports car vehicles for daily usage) under the iconic British brand "Lotus". With over seven decades of racing heritage and proven leadership in the automotive industry, the Lotus brand symbolizes the market-leading standards in performance, design and engineering. Fusing proprietary next-generation technology built on world class research and development capabilities and an asset-light model empowered by Geely Holding, we are breaking new grounds in electrification, digitization and intelligence.

The Lotus brand was founded in the U.K. in 1948 and has since established itself as a high-performance sports car brand with innovative engineering and cutting-edge technologies, renowned for its superior aerodynamics and lightweight design. The Lotus brand was born out of legendary success on the racetrack including 13 FIA Formula 1 world titles and many other championship honors. In 2017, Geely Holding acquired a 51% stake in Lotus UK and further set us up as a luxury lifestyle BEV maker. Geely Holding, a global mobility technology group with a proven track record in seeding BEV brands, has successfully incubated and revitalized a series of world-renowned brands with attractive financial profiles including Volvo, Polestar, LYNK&CO., and Zeekr. Positioned as the only Geely Holding-affiliated brand with sports car DNA, we have received comprehensive support from Geely Holding in manufacturing, supply chain, R&D, logistics infrastructure, and human capital, and are in the process of transforming from a British sports car company to a global pioneer of high-performance electric vehicles to bridge the gap between the traditional sports car and a new generation of electric vehicles. The proposed business combination with LCAA, a SPAC affiliated with *L* Catterton, which has a strategic relationship with LVMH, is expected to provide significant support in consumer insights and brand collaboration that will enable us to effectively raise our brand awareness globally.

According to Oliver Wyman, the global luxury BEV market, as defined by BEVs with MSRP of over US$80,000, is expected to grow rapidly at a CAGR of 35% over 2021-2031 and reach a market size of nearly 1.9 million units by 2031. However, the global luxury BEV market is currently underserved, with only approximately 10 existing luxury BEV models, as compared to over 100 internal combustion engine (ICE) luxury models, leaving consumers with limited choices. As an early mover in the global luxury BEV market, we are leading the electrification transformation of this fast-growing luxury car segment, launching our E-segment BEV model years ahead of our competitors and targeting to become the first traditional luxury auto brand to achieve 100% BEV product portfolio by 2027. We launched our first fully electric Hyper-SUV, Eletre, in 2022. Beginning with Eletre, our new car roll outs will all be BEV models. We expect to take up market share and realize our first mover advantages by addressing unfilled demands in the current market.

Eletre is a luxury lifestyle E-segment SUV powered by our 800-volt Electrical Performance Architecture ("EPA"), which is a newly debuted self-developed BEV platform initially based on the same foundation of Sustainable Experience Architecture ("SEA"), the world's first open-source BEV architecture. Combining its technologically advanced platform with cutting-edge design, Eletre delivers leading performance in acceleration, driving range and charging speed. We have three different versions of Eletre, namely, Eletre, Eletre S and Eletre R, to satisfy the various demands of customers. Eletre R, in particular, generates a maximum 905 horsepower (hp) and can accelerate from 0 to 100 km/h in 2.95s. Its 112-kWh battery pack offers a maximum WLTP range of 490 km and can be recharged from 10% to 80% in less than 20 minutes. While offering unrivaled performance, Eletre comes at a better value-for-money proposition — with average MSRP higher than US$100,000 — compared to traditional luxury OEMs. Eletre has accumulated a global orderbook of over 5,000 units as of January 31, 2023 and vehicle deliveries are set to begin in China in the first quarter of 2023 and in the UK and EU later in 2023. Planning is underway for deliveries to the U.S. and rest of the world. In addition to Eletre, we plan to launch two additional fully electric vehicles over the next two years, including an E-segment sedan in 2023 and a D-segment SUV in 2024.

We believe that our R&D capability is one of our key competitive strengths. Drawn from Lotus brand sports car design heritage, deep automotive expertise and next-generation technologies, our proprietary 800-volt EPA is a high-performance platform for luxury electric vehicles, which was developed over five years of R&D efforts. It features super charging capabilities, high energy conservation, and high-speed data transmission, with high adaptability that can accommodate varying battery sizes, motors, and component layouts across vehicle classes. Such superior design enables us to quickly roll out new models and ramp up production with competitive performance attributes and achieve economies of scale. Aside from the EPA, we have developed a leading ADAS with fully-embedded L4-ready hardware capabilities enabled by the world's first deployable LiDAR system and proprietary software system. Our five wholly-owned R&D facilities spanning the U.K., Germany and China demonstrate a seamless collaboration among highly experienced and dedicated Lotus teams to support our world-class R&D capabilities.

We manufacture all BEV models through a contract manufacturing partnership with Geely Holding, utilizing Geely Holding's newly-constructed, state-of-the-art manufacturing facilities dedicated for EVs in Wuhan, China, with a production capacity of 150,000 units annually. Leveraging Geely Holding's readily available production capacity, we believe we can execute our business plan with higher scalability and flexibility while limiting our upfront capital commitments, compared to most other OEMs. Besides, leveraging Geely Holding's global supply-chain network, strong bargaining power in procurement and stable relationships established with reputable suppliers such as NVIDIA, Qualcomm, CATL, and Momenta, we can secure high-quality components at more competitive prices, which we believe would allow us to better manage any supply-chain disruption risk more effectively compared to other OEMs.

We bring customers a luxury retailing experience through a digital-first, omni-channel sales model to establish and develop direct relationship with customers and covers the entire spectrum of customer experience, both physically and virtually. We operate premium stores in high-footfall locations, providing personalized and exclusive services to create a luxurious purchasing experience for our customers. Our global sales digital platform provides a full suite of luxury retailing experience, including, a virtual showroom of our brand and products, an enquiry, order, purchasing and customization platform, and a reservation system for test driving, product delivery, aftersales services, among others. Our customers can choose their versions of Eletre and are offered a wide range of options for customization, including exterior, interior, and other functions and features. In addition to the fully digitalized online retail model supported by the Lotus App, we adopt a direct sales model and have established co-partnership programs with some of the leading automotive dealers across all regions, in order to expand our presence rapidly in an asset-light manner. As part of the Lotus brand's philosophy of "born British and raised globally," we have developed a global sales and distribution network. We and Lotus UK have entered into a Distribution Agreement pursuant to which a subsidiary of ours will be appointed as the global distributor for Lotus UK. As such, we have established a Global Commercial Platform ("GCP") to distribute Lotus branded vehicles models, including Eletre and our future BEV models, as well as the sports car models developed and manufactured by Lotus UK, namely Evija (BEV sports car), Emira (ICE sports car) and another BEV sports car to be launched by Lotus UK in 2025. We believe this is the most efficient approach to market Lotus cars and promote the Lotus brand globally. Upon signing the Distribution Agreement, we and Lotus UK operate 169 stores globally, and we plan to expand our retail network to over 300 stores by 2025.

Key Factors Affecting Our Results of Operations

Our business and results of operations are affected by a number of general factors that impact the automotive industry, including, among others, overall economic growth, any increase in per capita disposable income, growth in consumer spending and consumption upgrade, raw material costs, and the competitive environment. They are also affected by a number of factors affecting the EV industry, including laws, regulations, and government policies, battery and other new energy technology developments, autonomous driving technology developments, charging infrastructure developments, and increasing awareness of the environmental impacts of tailpipe emissions. Unfavorable changes in any of these general factors could adversely affect demand for our vehicles and materially and adversely affect our results of operations.

While our business and results of operations are influenced by these general factors, they are more directly affected by the following company-specific factors.

Our ability to achieve delivery targets and maintain product quality

Our results of operations depend significantly on our ability to achieve our vehicle delivery targets, which impacts our vehicle sales revenue. It is critical for us to successfully manage production ramp-up and quality control, in cooperation with Geely Holding, so as to deliver vehicles to customers in targeted volume and of high quality. Currently, Eletre is manufactured in the BEV manufacturing facility in Wuhan, China, which is owned and operated by Geely Holding. The manufacturing plant has an annual production capacity of 150,000 vehicles, which laid a solid foundation for the Company's future ramp-up of delivery volume. Additionally, we have strict quality control measures, with more than 4,000 standards across all phases of product development and supplier quality management.

Our ability to execute effective marketing and attract orders

Our results of operations depend significantly on our ability to execute effective marketing and attract orders from customers. Demand for our vehicles directly affects our sales volume, which in turn contributes to our revenue growth and our ability to achieve and maintain profitability. Vehicle orders may depend, in part, on whether prospective customers find it compelling to purchase our vehicles among competing vehicle models as their first, second, or replacement cars, which in turn depends on, among other factors, prospective customers' perception of our brand. We guide our marketing channel selection and marketing expenditure by precisely analyzing the effectiveness of marketing channels based on our needs at various stages of sales and brand awareness. Effective marketing can help amplify our efforts in boosting vehicle sales with efficient costs.

Our ability to innovate automotive technologies and elevate design

We develop BEVs and technologies through cutting edge design, research and development, and sustainable choices. We have a dedicated global team in UK, Germany, and China to conduct our research and development activities, such as developing EPA, autonomous driving, aerodynamics, and cloud services, among others, supported by a strong portfolio of intellectual properties. Our major research and development efforts are centered on architecture and chassis platform, autonomous driving, e-mobility platform, cabin and connectivity, and engineering design. As of December 31, 2022, we had 1,874 research and development employees, which accounted for 64.3% of our total number of employees. We believe that continued investments in technologies are critical to establishing market share, attracting new customers, and becoming a profitable global BEV developer.

Our ability to control production and material costs and improve profitability

Our future profitability depends on our ability to develop our vehicles in a cost-effective manner. As part of the development process, our vehicles use a wide variety of components, raw materials, and other supplies. We expect that our cost of sales will be affected primarily by our production volume. Our cost of sales will also be affected by fluctuations in certain raw material prices, although we typically seek to manage these costs and minimize their volatility through our supply of framework agreements with our suppliers. In addition, our results of operations are further affected by our ability to maintain and improve our operating efficiency, as measured by our total operating expenses as a percentage of our revenues. This is important to the success of our business and our prospect of gradually achieving profitability. As our business grows, we expect to further

improve our operating efficiency and achieve economies of scale. In addition, our results of operations are further affected by our ability to maintain and improve our operating efficiency, as measured by our total operating expenses as a percentage of our revenues. This is important to the success of our business and our prospect of gradually achieving profitability. As our business grows, we expect to further improve our operating efficiency and achieve economies of scale.

Our ability to maintain strategic partnership with Geely Holding

We believe that our close relationship with Geely Holding provides us with a unique competitive advantage in our ability to rapidly scale commercialization while maintaining an asset-light operating model with less upfront capital expenditure commitment than other OEMs. We have entered into a variety of agreements, including agreements related to technology license, manufacture cooperation, and supply of framework, among others, with Geely Holding. Our strategic partnership with Geely Holding allows us to effectively control supply chain-related risks and accelerate product development.

Our ability to successfully operate our Global Commercial Platform

Our ability to successfully operate our GCP will affect our ability to increase our revenues. We have taken steps to diversify our revenue sources, for example, by entering into a master distribution agreement with Lotus UK, pursuant to which we are the exclusive global distributor (excluding the United States, where LTIL will act as the head distributor with the existing regional distributor continuing its functions) for Lotus Cars Limited to distribute Lotus UK vehicles, parts, and certain tools, and to provide aftersales services, branding, marketing, and public relations for such vehicles, parts, and tools distributed by it. Upon signing the Distribution Agreement, we and Lotus UK operate a total of 169 stores globally. In addition to Eletre and future BEV models, major vehicle models currently in our global sales and distribution network include Emira and Evija, both developed by Lotus UK, and another BEV sports car expected to be launched by Lotus UK in 2025.

Key Components of Results of Operations

Revenues

We generate revenues primarily through sales of goods and services.

Sales of goods. We generate revenues by providing the following products:

- historical Lotus-brand ICE sports cars developed by Lotus UK;
- auto parts; and
- peripheral products.

Services. We generate revenues by providing automotive design and development services to OEM customers.

The following table sets forth a breakdown of revenues by type both in absolute amount and as a percentage of our revenues for the periods indicated.

	For the Year Ended December 31, 2021		For the Nine Months Ended September 30,			
			2021		2022	
	US$	%	US$	%	US$	%
	(in thousands, except percentages)					
Revenues						
Sales of goods	369	10.0	—	—	702	19.2
Services revenues	3,318	90.0	2,325	100.0	2,955	80.8
Total	**3,687**	**100.0**	**2,325**	**100.0**	**3,657**	**100.0**

Cost of revenues

Our cost of revenues can be categorized as cost of goods sold and cost of services, which are the costs that are directly related to providing our products and services to customers. These cost primarily include (i) purchase of vehicles, (ii) shipping charges before control of vehicles is transferred to our customers, (iii) labor cost of the employees relating to the provision of automotive design and development services to OEM customers; (iv) costs of consumable materials; and (v) depreciation of assets used to provide automotive design and development services to OEM customers.

The following table sets forth a breakdown of our cost of revenues by nature both in absolute amount and as a percentage of our revenues for the periods indicated.

	For the Year Ended December 31, 2021		For the Nine Months Ended September 30,			
			2021		2022	
	US$	%	US$	%	US$	%
	(in thousands, except percentages)					
Cost of revenues						
Cost of goods sold	(331)	10.6	—	—	(588)	23.6
Cost of services	(2,799)	89.4	(1,993)	100.0	(1,906)	76.4
Total	**(3,130)**	**100.0**	**(1,993)**	**100.0**	**(2,494)**	**100.0**

We expect that our cost of revenues will increase in absolute amounts in the foreseeable future as we continue to expand our business.

Gross Profit and Margin

The following table sets forth our gross profit for the periods indicated.

	For the Year Ended December 31, 2021	For the Nine Months Ended September 30,	
		2021	2022
	US$	US$	US$
	(in thousands, except percentages)		
Gross profit	557	332	1,163
Gross margin (%)	15.1	14.3	31.8

Operating expenses

Our operating expenses consist of (i) research and development expenses, (ii) selling and marketing expenses, (iii) general and administrative expenses, and (iv) government grants.

The following table sets forth a breakdown of our operating expenses both in absolute amount and as a percentage of total operating expenses for the periods indicated.

	For the Year Ended December 31, 2021		For the Nine Months Ended September 30,			
			2021		2022	
	US$	%	US$	%	US$	%
	(in thousands, except percentages)					
Operating expenses						
Research and development expenses	(511,364)	450.5	(410,707)	900.2	(215,538)	64.9
Selling and marketing expenses	(38,066)	33.5	(16,040)	35.2	(68,705)	20.7
General and administrative expenses	(54,763)	48.2	(29,267)	64.1	(104,098)	31.3
Government grants	490,694	(432.2)	410,388	(899.5)	55,985	(16.9)
Total	**(113,499)**	**100.0**	**(45,626)**	**100.0**	**(332,356)**	**100.0**

Our research and development expenses primarily consist of labor costs, depreciation and amortization, testing fees, subcontracting fees, costs of materials, rental expenses, license fees, and outsourced development expenses. We expect our research and development expenses to increase in 2023 and afterwards as we continue to improve our technologies and develop new vehicle models.

Our selling and marketing expenses primarily consist of labor costs, depreciation and amortization, advertising costs, and rental expenses. Advertising costs are expensed as incurred. We expect to continue to strategically incur selling and marketing expenses in strengthening our brand image and expanding sales and distribution channels.

General and administrative expenses primarily consist of labor costs, depreciation and amortization, costs of agency services, rental expenses, and other expenses. We expect our general and administrative expenses to increase in absolute amount in 2023, as we will incur additional expenses related to the anticipated growth of our business and our operations as a public company after the completion of the Business Combination.

Government grants primarily consist of the amortization of deferred income relating to a subsidy relating to our R&D expenditures.

Taxation

Cayman Islands

The Cayman Islands currently levies no taxes on individuals or corporations based upon profits, income, capital gains or appreciation and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to us levied by the government of the Cayman Islands except for stamp duties which may be applicable on instruments executed in, or brought within the jurisdiction of the Cayman Islands. In addition, the Cayman Islands does not impose withholding tax on payments of dividends.

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, our Hong Kong subsidiary is subject to Hong Kong profits tax at the rate of 16.5% on their taxable income generated from the operations in Hong Kong. Payments of dividends by the Hong Kong subsidiary to us is not subject to withholding tax in Hong Kong. A two-tiered profits tax rates regime was introduced in 2018 where the first HK$2 million of assessable profits earned by a company will be taxed at half of the current tax rate (8.25%) while the remaining profits will continue to be taxed at 16.5%. There is an anti-fragmentation measure where each group will have to elect only one company in the group to benefit from the progressive rates. No provision for Hong Kong profits tax has been made in the financial statements as the subsidiary in Hong Kong have no assessable profits for the year ended December 31, 2021 and for the nine months ended September 30, 2022.

Mainland China

Under the PRC Enterprise Income Tax Law effective from January 1, 2008 and last amended on December 29, 2018, our subsidiaries and the consolidated VIE and its subsidiaries in mainland China are subject to the statutory rate of 25%, unless otherwise specified.

We are currently subject to Value Added Tax, or VAT, mainly at rates of 13% and 6%, respectively, on the products and services we provide, less any creditable Input VAT. We are also subject to surcharges on VAT payments in accordance with PRC tax regulations.

Dividends paid by our wholly foreign-owned subsidiary in China to our intermediary holding company in Hong Kong will be subject to a withholding tax rate of 10%, unless the relevant Hong Kong entity satisfies all the requirements under the Arrangement between Mainland China and Hong Kong for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and receives approval from the relevant tax authority. If our Hong Kong subsidiary satisfies all the requirements under the tax arrangement and receives approval from the relevant tax authority, then the dividends paid to the Hong Kong subsidiary would be subject to withholding tax at a preferential rate of 5%. Effective from November 1, 2015, the above-mentioned approval requirement has been abolished, but a Hong Kong entity is still required to file

an application package with the relevant tax authority, and settle the overdue taxes if the preferential 5% tax rate is denied based on subsequent review of the application package by the relevant tax authority.

If our company in the Cayman Islands or any of our subsidiaries outside of China were deemed a "resident enterprise" under the PRC Enterprise Income Tax Law, it would be subject to enterprise income tax on its worldwide income at a rate of 25%. See "Risk Factors — Risks Relating to Doing Business in China — If we are classified as a PRC resident enterprise for PRC income tax purposes, such classification could result in unfavorable tax consequences to us and our non-PRC shareholders."

Under the PRC Enterprise Income Tax Law and the Implementation Rules of the PRC Enterprise Income Tax Law, research and development expenses that can enjoy super deduction refer to the expenditure incurred for developing new technologies, new products, and new processes. In case the intangible assets have not formed, and corresponding expenses are recognized in profit and loss account for the current period, the company can enjoy an additional deduction of 50% on the basis of actual expense deducted for CIT purpose when calculation the taxable income of the year. In case the intangible assets have been recognized, the company can amortize based on 150% of the cost of intangible assets. According to the Notice on Raising Proportion of Super-deduction of Research and Development Expenses published by the Ministry of Finance, the State Administration of Taxation, and the Ministry of Science and Technology in 2018, and the Announcement on Extension of the Implementation Period of Certain Preferential Tax Policies published by the Ministry of Finance and State Administration of Taxation in 2021, the beforementioned percentages have been raised to 75% and 175%, respectively, with effective period from January 1, 2018 to December 31, 2023.

Other countries

Our subsidiaries in the UK, Netherlands, and Germany are subject to value added tax (VAT). Revenues from sales of products and provision of services are generally subject to VAT at the rate of 20% for the UK subsidiaries, 21% for Netherlands subsidiaries and 19% for Germany subsidiaries, respectively, and subsequently paid to respective tax authorities after netting input VAT on purchases.

Our subsidiaries in the UK, Netherlands, and Germany are also subject to income tax. The maximum applicable income tax rate in the UK and Netherlands are 19% and 25.8%, respectively. The maximum applicable income tax rate in Germany is 15.825% for corporation tax and 13.825% for trade tax. For Germany income tax, the corporate tax rate excludes trade tax, which rate depends on the municipality in which Lotus GmbH conducts its business.

Impact of COVID-19

The ongoing COVID-19 pandemic has severely impacted China and the rest of the world, and it has resulted in quarantines, travel restrictions, and the temporary closure of offices and facilities in China and many other countries. The potential downturn brought by and the duration of the ongoing COVID-19 pandemic may be difficult to assess or predict, and any associated negative impact on us will depend on many factors beyond our control, such as the availability and effectiveness of any vaccines and the emergence of new variants of the virus. The extent to which the COVID-19 pandemic impacts our long-term results remains uncertain, and we are closely monitoring its impact on us. See "Risk Factors — Risks Relating to Our Business and Industry — Pandemics and epidemics, natural disasters, terrorist activities, political unrest, and other outbreaks could disrupt our production, delivery, and operations, which could materially and adversely affect our business, financial condition, and results of operations."

Results of Operations

The following table sets forth our results of operations with line items in absolute amount and as a percentage of our revenues for the periods indicated.

	For the Year Ended December 31, 2021	For the Nine Months Ended September 30,	
	2021	2021	2022
	US$	US$	US$
	(in thousands, except percentages)		
Revenues			
Sales of goods	369	—	702
Service revenues	3,318	2,325	2,955
Total revenues	**3,687**	**2,325**	**3,657**
Cost of revenues			
Cost of goods sold	(331)	—	(588)
Cost of services	(2,799)	(1,993)	(1,906)
Total cost of revenues	**(3,130)**	**(1,993)**	**(2,494)**
Gross profit	**557**	**332**	**1,163**
Operating expenses:			
Research and development expenses	(511,364)	(410,707)	(215,538)
Selling and marketing expenses	(38,066)	(16,040)	(68,705)
General and administrative expenses	(54,763)	(29,267)	(104,098)
Government grants	490,694	410,388	55,985
Total operating expenses	**(113,499)**	**(45,626)**	**(332,356)**
Operating loss	**(112,942)**	**(45,294)**	**(331,193)**
Interest expenses	(3,615)	(170)	(8,394)
Interest income	6,219	4,435	9,187
Investment income (loss), net	2,229	—	(2,069)
Share of results of equity method investments	—	—	(1,323)
Foreign currency exchange gains (losses), net	798	567	(15,639)
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk	(1,367)	—	(17,059)
Loss before income taxes	**(108,678)**	**(40,462)**	**(366,490)**
Income tax expense	(1,853)	(2,311)	(155)
Net loss	**(110,531)**	**(42,773)**	**(366,645)**

Non-GAAP Financial Measures

We use adjusted net loss and adjusted EBITDA in evaluating our operating results and for financial and operational decision-making purposes. Adjusted net loss represents net loss excluding share-based compensation expenses, and such adjustment has no impact on income tax. We define adjusted EBITDA as net income excluding interest income, income tax expenses, depreciation of property, equipment and software, and share-based compensation expenses.

We present these non-GAAP financial measures because they are used by our management to evaluate our operating performance and formulate business plans. We believe that adjusted net loss and adjusted EBITDA help identify underlying trends in our business that could otherwise be distorted by the effect of certain expenses that are included in net loss. We also believe that the use of the non-GAAP measures facilitates

investors' assessment of our operating performance. We believe that adjusted net loss and adjusted EBITDA provide useful information about our operating results, enhance the overall understanding of our past performance and future prospects and allow for greater visibility with respect to key metrics used by our management in its financial and operational decision making.

Adjusted net loss and adjusted EBITDA should not be considered in isolation or construed as alternatives to net loss or any other measures of performance or as indicators of our operating performance. Investors are encouraged to compare our historical adjusted net loss and adjusted EBITDA to the most directly comparable GAAP measure, net loss. Adjusted net loss and adjusted EBITDA presented here may not be comparable to similarly titled measures presented by other companies. Other companies may calculate similarly titled measures differently, limiting their usefulness as comparative measures to our data. We encourage investors and others to review our financial information in its entirety and not rely on a single financial measure.

The table below sets forth a reconciliation of our net loss to adjusted net loss and adjusted EBITDA for the periods indicated:

	For the Year Ended December 31,	For the Nine Months Ended September 30,	
	2021	2021	2022
	US$	US$	US$
	(in thousands)		
Net loss	**(110,531)**	**(42,773)**	**(366,645)**
Share-based compensation expenses	—	—	10,625
Adjusted net loss	**(110,531)**	**(42,773)**	**(356,020)**
Net Loss	**(110,531)**	**(42,773)**	**(366,645)**
Interest expenses	3,615	170	8,394
Interest income	(6,219)	(4,435)	(9,187)
Income tax expenses	1,853	2,311	155
Share-based compensation expenses	—	—	10,625
Depreciation	2,056	967	5,492
Adjusted EBITDA	**(109,226)**	**(43,760)**	**(351,166)**

Nine Months Ended September 30, 2022 Compared to Nine Months Ended September 30, 2021

Revenues

	For the Nine Months Ended September 30,			
	2021	2022	Change	
	US$	US$	US$	%
	(in thousands, except percentages)			
Sales of goods	**—**	**702**	**702**	**—**
Vehicles	**—**	578	578	**—**
Others	**—**	124	124	**—**
Service revenues	**2,325**	**2,955**	**630**	**27.1**
Total Revenues	**2,325**	**3,657**	**1,332**	**57.3**

Our total revenues increased by US$1.3 million from US$2.3 million for the nine months ended September 30, 2021 to US$3.7 million for the nine months ended September 30, 2022, primarily due to sales from the distribution of historical Lotus-brand ICE sports cars, auto parts, and peripheral products, automotive design and development services provided to Geely Holding.

Sales of goods. Our sales of goods revenue increased by US$0.7 million from nil for the nine months ended September 30, 2021 to US$0.7 million for the nine months ended September 30, 2022, primarily due to

sales from the distribution of historical Lotus-brand ICE sports cars of US$0.6 million, auto parts of US$0.1 million, and peripheral products.

Service revenues. Our service revenue increased by US$0.6 million from US$2.3 million for the nine months ended September 30, 2021 to US$3.0 million for the nine months ended September 30, 2022, primarily due to increase in automotive design and development services provided to Geely Holding.

Cost of revenues

	For the Nine Months Ended September 30,			
	2021	2022	Change	
	US$	US$	US$	%
	(in thousands, except percentages)			
Cost of revenues				
Cost of goods sold	—	(588)	588	—
Cost of services	(1,993)	(1,906)	(87)	(4.4)
Total	**(1,993)**	**(2,494)**	**501**	**25.1**

Our cost of revenues increased by US$0.5 million from US$2.0 million for the nine months ended September 30, 2021 to US$2.5 million for the nine months ended September 30, 2022. The increase was primarily attributable to an increase and diversification in sales from the distribution of historical Lotus-brand ICE sports cars of US$0.5 million, auto parts of US$0.1 million, and peripheral products, automotive design and development services provided to Geely Holding and therefore their associated costs.

Gross profit and gross margin

	For the Nine Months Ended September 30,			
	2021	2022	Change	
	US$	US$	US$	%
	(in thousands, except percentages)			
Gross profit	332	1,163	831	250.3
Gross margin (%)	14.3	31.8	—	—

As a result of the foregoing, our gross profits increased from US$0.3 million for the nine months ended September 30, 2021 to US$1.2 million for the nine months ended September 30, 2022 and our gross margins increased from 14.3% for the nine months ended September 30, 2021 to 31.8% for the nine months ended September 30, 2022.

Operating expenses

	For the Nine Months Ended September 30,			
	2021	2022	Change	
	US$	US$	US$	%
	(in thousands, except percentages)			
Operating expenses				
Research and development expenses	(410,707)	(215,538)	(195,169)	(47.5)
Selling and marketing expenses	(16,040)	(68,705)	52,665	328.3
General and administrative expenses	(29,267)	(104,098)	74,831	255.7
Government grants	410,388	55,985	(354,403)	(86.4)
Total	**(45,626)**	**(332,356)**	**286,730**	**628.4**

Research and development expenses. Our research and development expenses decreased by US$195.2 million from US$410.7 million for the nine months ended September 30, 2021 to US$215.5 million for the nine months ended September 30, 2022 primarily due to expensed item relating to the Geely License of US$288.9 million.

Selling and marketing expenses. Our selling and marketing expenses increased by US$52.7 million from US$16.0 million for the nine months ended September 30, 2021 to US$68.7 million for the nine months ended September 30, 2022, primarily due to increase in sales personnel and therefore the associated labor costs of US$12.7 million and increase in advertising costs of US$29.7 million related to the introduction of new vehicle models, such as Eletre.

General and administrative expenses. Our general and administrative expenses increased by US$74.8 million from US$29.3 million for the nine months ended September 30, 2021 to US$104.1 million for the nine months ended September 30, 2022, primarily due to our enhanced business operation functionalities and their associated increase in labor costs of US$39.8 million, depreciation and amortization related to leased offices of US$8.1 million, which is in line with our business growth. In addition, we incurred share-based compensation of US$10.6 million for the nine months ended September 30, 2022.

Government grants. For the nine months ended September 30, 2021 and 2022, our government grants income decreased by US$354.4 million from US$410.4 million for the nine months ended September 30, 2021 to US$56.0 million for the nine months ended September 30, 2022, primarily due to the decreased amortization of deferred income relating to government grants of US$354.4 million.

Operating loss

As a result of the foregoing, we had a loss from operation of US$331.2 million for the nine months ended September 30, 2022, in comparison with a loss from operation of US$45.3 million for the nine months ended September 30, 2021.

Interest expenses

Our interest expenses increased by US$8.2 million from US$0.2 million for the nine months ended September 30, 2021 to US$8.4 million for the nine months ended September 30, 2022, primarily due to the increase of transaction costs relating to the exchangeable notes issuance of US$8.3 million.

Interest income

Our interest income increased by US$4.8 million from US$4.4 million for the nine months ended September 30, 2021 to US$9.2 million for the nine months ended September 30, 2022, all due to increase in interest income arising from bank deposits.

Investment loss, net

Our investment loss increased from nil for the nine months ended September 30, 2021 to US$2.1 million for the nine months ended September 30, 2022, primarily due to the loss on fair value change of the foreign exchange forwards of US$2.7 million that were used to manage market risk associated with exposure to fluctuations in foreign currency rates, which was partially offset by the investment income of US$0.6 million from structured deposits.

Share of results of equity method investments

We recorded losses in share of results of equity method investments of US$1.3 million for the nine months ended September 30, 2022, primarily due to losses of three associate companies we newly invested in 2022, calculated using the equity method.

Foreign currency exchange gains (losses), net

We recorded foreign currency exchange gains of US$0.6 million for the nine months ended September 30, 2021, compared to losses of US$15.6 million for the nine months ended September 30, 2022. The net change

in foreign currency exchange losses was primarily attributable to fluctuations in exchange rates between U.S. dollar and RMB.

Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk

We recorded losses in changes in fair value of US$17.1 million for the nine months ended September 30, 2022, primarily due to the recognition of losses from changes in fair value of exchangeable notes of US$10.9 million and mandatorily redeemable noncontrolling interest of US$4.3 million.

Loss before income taxes

Primarily as a result of the foregoing, our loss before income taxes for the nine months ended September 30, 2022 was US$366.5 million, increased by US$326.0 million from US$40.5 million for the nine months ended September 30, 2021.

Income tax expense

The effective income tax rate for the nine months ended September 30, 2021 and 2022 was negative 5.71% and negative 0.04%, respectively. The effective income tax rate for the nine months ended September 30, 2021 and 2022 differs from the PRC statutory income tax rate of 25%, primarily due to the recognition of full valuation allowance for deferred income tax assets of loss-making entities.

Net loss

As a result of the foregoing, our net loss increased by US$323.8 million from US$42.8 million for the nine months ended September 30, 2021 to US$366.6 million for the nine months ended September 30, 2022.

Liquidity and Capital Resources

Cash flows and working capital

The following table sets forth a summary of our cash flows for the periods indicated.

	For the Year Ended December 31, 2021	For the Nine Months Ended September 30,	
		2021	2022
	US$	US$	US$
		(in thousands)	
Summary Combined and Consolidated Cash Flow Data			
Net cash used in operating activities	(126,505)	(8,986)	(228,104)
Net cash provided by (used in) investing activities	244,476	223,162	(98,107)
Net cash provided by financing activities	364,853	151,440	576,884
Effect of exchange rate changes on cash and restricted cash	2,943	(1,281)	(65,613)
Net increase in cash and restricted cash	485,767	364,335	185,060
Cash and restricted cash at the beginning of the period	45,685	45,685	531,452
Cash and restricted cash at the end of the period	531,452	410,020	716,512

To date, we have financed our operating and investing activities primarily through cash generated by historical debt and equity financing activities and capital contributions from our shareholders. We had cash and restricted cash of US$531.5 million and US$716.5 million as of December 31, 2021 and September 30, 2022, respectively. Cash and restricted cash from continuing operations comprise cash at bank and on hand and deposits made to banks to secure bank acceptance notes.

Historically, we had relied on proceeds from the issuance of exchangeable notes, convertible notes and related party borrowings to finance our operations and business expansion. The Company will require additional liquidity to continue its operations over the next 12 months.

In November 2021, we entered into one-year convertible notes with an investor, which was converted into redeemable convertible preferred shares in February 2022. In June 2022, our subsidiary, Ningbo Robotics, issued a seven-year convertible note to another investor, who is entitled to receive annual interest on June 30 every year until the expiration of the convertible note.

In September 2021, our WFOE entered into an exchangeable note agreement with an investor. Pursuant to the agreement, our WFOE is entitled to issue, from time to time, exchangeable notes to obtain financing from the investor. Each tranche of exchangeable notes is scheduled to mature on the one-year anniversary date of issuance. Also, upon the notification in writing by us, the investor is entitled to convert the whole or any portion of the outstanding principal amount of the exchangeable notes into the shares of the subsequent round of equity financing at the post-money equity valuation based on a fixed monetary amount.

We believe our existing sources of liquidity, together with the financial support from Geely Holding and (a) external financing in conjunction with the Business Combination, obtaining additional loans from banks or related parties, and issuance of redeemable convertible preferred shares and convertible notes or exchangeable notes to new and existing investors and renewal of existing convertible notes and exchangeable notes when they are due, though there is no assurance that we will be successful in obtaining such additional liquidity on terms acceptable to us, if at all; or failing that, (b) a business plan to increase revenue and control operating costs and expenses to generate positive operating cash flows and optimize operational efficiency to improve our cash flow from operation, will be sufficient to meet our anticipated working capital requirements and capital expenditures for at least the next 12 months from the date of this prospectus. We may seek additional equity or debt financing in the future to satisfy capital requirements, respond to adverse developments or changes in our circumstances or unforeseen events or conditions, or fund organic or inorganic growth. We cannot assure you that financing will be available in amounts or on terms acceptable to us, if at all. In the event that additional financing is required from third party sources, we may not be able to raise it on acceptable terms or at all. See “Risk Factors — Risks Relating to Our Business and Industry — We have not been profitable and had negative net cash flows from operations. If we do not effectively manage our cash and other liquid financial assets, execute our plan to increase profitability and obtain additional financing, we may not be able to continue as a going concern.”

Part of our revenues have been, and we expect will likely to continue to be, denominated in RMB. Under existing foreign exchange regulations in mainland China, payments of current account items, including profit distributions, interest payments and trade and service-related foreign exchange transactions, can be made in foreign currencies without prior SAFE approval as long as certain routine procedural requirements are fulfilled. Therefore, our PRC subsidiaries are allowed to pay dividends in foreign currencies to us without prior SAFE approval by following certain routine procedural requirements. However, approval from or registration with competent government authorities is required where the RMB is to be converted into foreign currency and remitted out of China to pay capital expenses such as the repayment of loans denominated in foreign currencies. The PRC government may at its discretion restrict access to foreign currencies for current account transactions in the future.

Although we consolidate the results of the variable interest entity and its subsidiaries, we only have access to their assets or earnings through our contractual arrangements with the VIE and its shareholder. See “— Holding Company Structure.”

Operating activities

For the nine months ended September 30, 2022, net cash used in operating activities was US$228.1 million, which was primarily attributable to a net loss of US$366.6 million for the same period from continuing operations adjusted for certain non-cash items, primarily consisting of (i) loss on changes in fair value of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk, of US$17.1 million, (ii) reduction in the carrying amount of operating lease right-of-use assets of US$12.8 million due to the amortization of operating lease right-of-use assets, (iii) net unrealized foreign currency exchange losses of US$11.1 million primarily attributable to fluctuations in exchange rates between U.S. dollar and RMB, (iv) share-based compensation expense of US$10.6 million related to our 24,077,778 ordinary shares redesignated as Series Pre-A Preferred Shares in March 2022, and (v) amortization of deferred income relating to government grants of US$55.9 million, and changes in certain working capital accounts that increase operating cash flows, primarily consisting of

(i) decrease in prepayments and other current assets due from related parties of US$433.1 million primarily attributable to the refund of US$427.2 million from Zhejiang Liankong Technologies Co., Ltd, a subsidiary of Geely Holding, relating to the Geely License, (ii) increase in accrued expenses and other current liabilities due to third parties of US$42.7 million primarily attributable to the increased accrued payroll and payable for other operating expenditures in line with the expansion of our business, and (iii) decrease in prepayments and other current assets due from third parties of US$10.5 million primarily attributable to the refund of deductible VAT, partially offset by (i) decrease in accrued expenses and other current liabilities due to related parties of US$352.4 million primarily attributable to the settlement of payroll and consumable materials for R&D expenditures incurred in the Lotus BEV business unit of Ningbo Geely R&D and R&D support service fee due to Ningbo Geely R&D, and (ii) decrease in operating lease liabilities of US$17.7 million primarily attributable to the lease payments.

For the year ended December 31, 2021, net cash used in operating activities was US$126.5 million, which was primarily attributable to a net loss of US$110.5 million for the same period from continuing operations adjusted for certain non-cash items, primarily consisting of (i) amortization of deferred income relating to government grants of US$490.5 million, (ii) reduction in the carrying amount of operating lease right-of-use assets of US$5.6 million due to the amortization of operating lease right-of-use assets, (iii) non-cash interest expenses of US$3.6 million primarily attributable to the debt issuance cost relating to exchangeable notes, (iv) investment income of US$2.2 million arising from the change in fair value of a derivative instrument, and (v) depreciation of US$2.1 million primarily relating to our property, equipment and software, and changes in certain working capital accounts that increase operating cash flows, primarily consisting of (i) increase in accrued expenses and other current liabilities due to related parties of US$401.3 million primarily attributable to the increase in the payroll and consumable materials for R&D expenditures incurred in the Lotus BEV business unit of Ningbo Geely R&D and R&D support service fee due to Ningbo Geely R&D, (ii) increase in accrued expenses and other current liabilities due to third parties of US$84.7 million due to the increased accrued payroll and payable for other operating expenditures, and (iii) decrease in prepayments and other current assets due from related parties of US$83.2 million primarily attributable to the refund of R&D service fees from Ningbo Geely R&D, partially offset by (i) decrease in operating lease liabilities of US$55.4 million primarily attributable to prepaid land use rights, (ii) increase in prepayments and other current assets due from third parties of US$41.4 million primarily attributable to the increased deductible VAT, and (iii) increase on other non-current assets of US$8.0 million primarily attributable to the increased deductible VAT and long-term rental deposits.

Investing activities

For the nine months ended September 30, 2022, net cash used in investing activities was US$98.1 million, which was mainly attributable to (i) payments for purchases of short-term investments of US$191.0 million, and (ii) proceeds from sales of short-term investments of US$178.5 million, and (iii) payments for purchases of property, equipment and software and intangible assets of US$82.7 million.

For the year ended December 31, 2021, net cash provided by investing activities was US$244.5 million, which was mainly attributable to (i) receipt of government grant related to assets of US$279.1 million, and (ii) payments for purchases of property, equipment and software and intangible assets of US$34.6 million.

Financing activities

For the nine months ended September 30, 2022, net cash provided by financing activities was US$576.9 million, which primarily attributable to (i) proceeds from issuance of exchangeable notes of US$307.2 million, (ii) proceeds from issuance of Series Pre-A Preferred Shares of US$129.7 million, (iii) proceeds from issuance of convertible notes of US$75.0 million, (iv) proceeds from issuance of ordinary shares of US$68.4 million, and (v) consideration payment in connection with reorganization of US$50.8 million.

For the year ended December 31, 2021, net cash provided by financing activities was US$364.9 million, which primarily attributable to (i) proceeds from issuance of ordinary shares of US$197.9 million, (ii) proceeds from issuance of exchangeable notes of US$125.0 million, (iii) proceeds from issuance of convertible notes of US$23.4 million, and (iv) capital contribution from shareholders of US$15.7 million.

Material cash requirements

Other than the ordinary cash requirements for our operations, our material cash requirements as of September 30, 2022 and any subsequent interim period primarily include our capital expenditures and purchase commitment.

Our capital expenditures are primarily incurred for purchase of property, equipment and software and intangible assets. Our total capital expenditures were US$34.6 million for the year ended December 31, 2021 and US$82.7 million for the nine months ended September 30, 2022. We will continue to make capital expenditures to meet the needs of our business operations. As of September 30, 2022, our capital expenditure commitment was US$93.8 million.

Our purchase commitment primarily consists of future minimum purchase commitment related to the purchase of research and development services. As of September 30, 2022, our purchase commitment was US$140.1 million.

Our operating lease obligation primarily consists of non-cancellable operating lease agreements for certain offices, warehouses, retail and service locations, equipment and vehicles worldwide. As of September 30, 2022, our operating lease obligation was US$99.1 million.

As of September 30, 2022, the outstanding balance of convertible notes payable was US$72.3 million.

As of September 30, 2022, the outstanding balance of exchangeable notes payable was US$404.6 million.

Our mandatorily redeemable noncontrolling interest primarily consists of our contractual obligation to repurchase the 40% noncontrolling interests of Ningbo Robotics within three years from its incorporation in November 2021. As of September 30, 2022, our mandatorily redeemable noncontrolling interest was US$9.7 million.

We intend to fund our existing and future material cash requirements with our existing cash balance and other financing alternatives. We will continue to make cash commitments, including capital expenditures, to support the growth of our business.

The following table sets forth our contractual obligations as of September 30, 2022.

		Payment Due by Period	
	Total	Within One Year	More Than One Year
	(US$ in thousands)		
Capital expenditure commitment	93,788	77,534	16,254
Purchase commitment	140,135	89,943	50,192
Operating lease obligation	99,119	13,719	85,400
Convertible notes	72,302	—	72,302
Exchangeable notes	404,625	404,625	—
Mandatorily redeemable noncontrolling interest	9,742	9,742	—
Total	**819,711**	**595,563**	**224,148**

Other than as shown above, we did not have any other significant capital and other commitments, long-term obligations, or guarantees as of September 30, 2022.

Off-Balance Sheet Commitments and Arrangements

We have not entered into any financial guarantees or other commitments to guarantee the payment obligations of any third parties. In addition, we have not entered into any derivative contracts that are indexed to our shares and classified as shareholders' equity or that are not reflected in our combined and consolidated financial statements. Furthermore, we do not have any retained or contingent interest in assets transferred to an unconsolidated entity that serves as credit, liquidity, or market risk support to such entity. We do not have

any variable interest in any unconsolidated entity that provides financing, liquidity, market risk, or credit support to us or engages in leasing, hedging, or product development services with us.

Critical Accounting Estimates

An accounting estimate is considered critical if it requires an accounting estimate to be made based on assumptions about matters that are uncertain and requires significant judgment at the time such estimate is made, and if different accounting estimates that reasonably could have been used, or changes in the accounting estimates that are reasonably likely to occur periodically, could materially impact the combined and consolidated financial statements.

We prepare our financial statements in conformity with U.S. GAAP, which requires us to make judgments, estimates and assumptions. We continually evaluate these estimates and assumptions based on the most recently available information, our own historical experiences and various other assumptions that we believe to be reasonable under the circumstances. Since the use of estimates is an integral component of the financial reporting process, actual results could differ from our expectations as a result of changes in our estimates. Some of our accounting policies require a higher degree of judgment than others in their application and require us to make significant accounting estimates.

Fair value of trademark license with indefinite useful lives

We recognized the trademark license with indefinite useful lives initially at fair value. A high degree of judgment and estimates were required in developing the relevant estimates in fair value determination, including the selection of valuation methodologies, assumptions about future net cash flows, discount rates and market participants.

The fair value of the trademark license with indefinite useful lives was determined utilizing the relief from royalty method, which is a form of the income approach. Under this method, a royalty rate based on observed market royalties is applied to projected revenue supporting the trademark and discounted to present value, using forecasted revenue growth rate projections and a discount rate, respectively, that required significant judgment by management. The trademark license with indefinite useful lives was determined to have an indefinite life.

Holding Company Structure

Lotus Technology Inc. is a holding company with no material operations of its own. We conduct our operations through our subsidiaries in China, the UK, Germany, and Netherlands and the VIE in China. As a result, although other means are available for us to obtain financing at the holding company level, our ability to pay dividends to the shareholders and to service any debt we may incur may depend upon dividends paid by our PRC subsidiaries and license and service fees paid by the VIE.

If any of our subsidiaries incurs debt on its own behalf in the future, the instruments governing such debt may restrict its ability to pay dividends to us. In addition, our PRC subsidiaries are permitted to pay dividends to us only out of their retained earnings, if any, as determined in accordance with PRC accounting standards and regulations. Under the laws of mainland China, each of our PRC subsidiaries and the VIE in China is required to set aside at least 10% of its after-tax profits each year, if any, after making up previous years' accumulated losses, if any, to fund certain statutory reserve funds until such reserve funds reach 50% of its registered capital. In addition, each of our wholly foreign-owned subsidiaries in China may allocate a portion of its after-tax profits based on PRC accounting standards to enterprise expansion funds and staff bonus and welfare funds at its discretion, and the VIE may allocate a portion of its after-tax profits based on PRC accounting standards to a discretionary surplus fund at its discretion. The statutory reserve funds and the discretionary funds are not distributable as cash dividends. Remittance of dividends by a wholly foreign-owned company out of China is subject to examination by the banks designated by the SAFE. Our PRC subsidiaries will not be able to pay dividends until they generate accumulated profits and meet the requirements for statutory reserve funds.

For the nine months ended September 30, 2022, the WFOE collected the advances of US$10.6 million from the VIE and made capital contribution of US$122.8 million to its consolidated entities, and LTC made

capital contribution of US$64.7 million its consolidated entities and provided loans in the amount of US$5.9 million to its subsidiary, Lotus Tech UK.

For the year ended December 31, 2021, the WFOE paid advances of US$11.1 million to the VIE and made capital contribution of US$108.9 million to its consolidated entities.

Inflation

To date, inflation in China has not materially impacted our results of operations. According to the National Bureau of Statistics of China, the year-over-year percent changes in the consumer price index for 2021 and the nine months ended September 30, 2022 were increases of 0.9% and 2.0%, respectively. Although we have not been materially affected by inflation in the past, we can provide no assurance that we will not be affected by higher rates of inflation in China in the future.

Quantitative and Qualitative Disclosure about Market Risk

Foreign exchange risk

The revenue and expenses of our entities in mainland China are generally denominated in RMB and their assets and liabilities are denominated in RMB. Our international revenues are denominated in foreign currencies and expose us to the risk of fluctuations in foreign currency exchange rates against the RMB. A significant portion of our cash and restricted cash and short-term investments are denominated in U.S. dollars, and fluctuations in exchange rates between U.S. dollars and RMB may result in foreign exchange gains or losses. We selectively use financial instruments to manage market risk associated with exposure to fluctuations in foreign currency rates with foreign exchange forwards, which are not qualified for hedge accounting, and are measured at fair value and recognized as either assets or liabilities on the combined balance sheet. In addition, the value of your investment in our securities will be affected by the exchange rates between the U.S. dollar and RMB because the value of our business is effectively denominated in RMB, while our securities will be traded in U.S. dollars.

RMB is not freely convertible into foreign currencies. Remittances of foreign currencies into mainland China or remittances of RMB out of mainland China as well as exchange between RMB and foreign currencies require approval by foreign exchange administrative authorities with certain supporting documentation. The State Administration for Foreign Exchange, under the authority of the People's Bank of China, controls the conversion of RMB into other currencies.

The value of the RMB against the U.S. dollar and other currencies is affected by changes in China's political and economic conditions and by China's foreign exchange policies, among other things. In July 2005, the PRC government changed its decades-old policy of pegging the value of the RMB to the U.S. dollar, and the RMB appreciated more than 20% against the U.S. dollar over the following three years. Between July 2008 and June 2010, this appreciation subsided and the exchange rates between the RMB and the U.S. dollar remained within a narrow band. Since June 2010, the RMB has fluctuated against the U.S. dollar, at times significantly and unpredictably. It is difficult to predict how market forces or PRC or U.S. government policy may impact the exchange rates between the RMB and the U.S. dollar in the future.

To the extent that we need to convert U.S. dollars into RMB for our operations, appreciation of the RMB against the U.S. dollar would have an adverse effect on the RMB amount we receive from the conversion. Conversely, if we decide to convert RMB into U.S. dollars for the purpose of making payments for dividends on our securities or for other business purposes, appreciation of the U.S. dollars against the RMB would have a negative effect on the U.S. dollar amounts available to us.

As of September 30, 2022, we had RMB-denominated cash of RMB4.4 billion. A hypothetical 10% increase or decrease in the exchange rate of the RMB against the U.S. dollar would have resulted in an increase or decrease of US$62.2 million in the RMB-denominated cash as of September 30, 2022.

As of December 31, 2021, we had RMB-denominated cash of RMB2.5 billion. A hypothetical 10% increase or decrease in the exchange rate of the RMB against the U.S. dollar would have resulted in an increase or decrease of US$38.9 million in the RMB-denominated cash as of December 31, 2021.

Interest rate risk

Our exposure to interest rate risk primarily relates to the interest income generated by excess cash, which is mostly held in interest-bearing bank deposits and wealth management products. Interest-earning instruments carry a degree of interest rate risk. We have not been exposed to material risks due to changes in market interest rates, and we have not used any derivative financial instruments to manage our interest risk exposure.

Investments in both fixed-rate and floating rate interest-earning instruments carry a degree of interest rate risk. Fixed-rate securities may have their fair market value adversely impacted due to a rise in interest rates, while floating-rate securities may produce less income than expected if interest rates fall.

Credit risk

Financial instruments that potentially expose us to concentrations of credit risk consist principally of cash, restricted cash, accounts receivable and prepayments and other current assets to related parties.

Substantial all of our cash at bank is held by third-party financial institutions located in the PRC. The bank deposits with financial institutions in the PRC are insured by the government authority for up to RMB500. We have not experienced any losses in uninsured bank deposits and do not believe that we are exposed to any significant risks on cash held in bank accounts. To limit exposure to credit risk, we primarily place bank deposits with large financial institutions in the PRC with acceptable credit rating.

Accounts receivable are unsecured and are primarily derived from revenue earned from automotive design and development services. Accounts receivable and other receivables included in prepayments and other current assets are unsecured. The risk is mitigated by credit evaluations performed on them.

Internal Control Over Financial Reporting

Prior to the consummation of the Business Combination, we had been a private company with limited accounting personnel and other resources with which to address our internal control over financial reporting. In connection with the audit of our combined and consolidated financial statements included in this prospectus, we have identified and our independent registered public accounting firm in connection with their audit identified material weaknesses in our internal control over financial reporting. As defined in the standards established by the U.S. Public Company Accounting Oversight Board, a “material weakness” is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

The material weaknesses identified relate to (i) our Company’s lack of sufficient competent financial reporting and accounting personnel with appropriate understanding of U.S. GAAP and financial reporting requirements set forth by the SEC required to formalize, design, implement and operate key controls over financial reporting processes to comply with U.S. GAAP and SEC financial reporting requirements, and (ii) our Company’s lack of period end financial closing policies and procedures to formalize, design, implement and operate key controls over period end financial closing process for the preparation of combined and consolidated financial statements, including disclosures, in accordance with U.S. GAAP and relevant SEC financial reporting requirements.

We are in the process of implementing a number of measures to address the material weakness identified, including: (i) hiring additional accounting and financial reporting personnel with U.S. GAAP and SEC reporting experience, (ii) expanding the capabilities of existing accounting and financial reporting personnel through continuous training and education in the accounting and reporting requirements under U.S. GAAP, and SEC rules and regulations, (iii) developing, communicating and implementing an accounting policy manual for our accounting and financial reporting personnel for recurring transactions and period-end closing processes, (iv) establishing controls to identify nonrecurring and complex transactions and assess the impact of the adoption of new accounting standards to ensure the accuracy and completeness of our combined and consolidated financial statements and related disclosures, and (vi) establishing period-end financial closing policies and procedures for preparation of combined and consolidated financial statements.

The process of designing and implementing an effective financial reporting system is a continuous effort that requires us to anticipate and react to changes in our business and the economic and regulatory environments and to devote significant resources to maintain a financial reporting system that is adequate to satisfy our reporting obligation. However, we cannot assure you that all of these measures will be sufficient to remediate our material weakness in time, or at all. See "Risk Factors — Risks Relating to Our Business and Industry — If we fail to maintain an effective system of internal control over financial reporting, we may be unable to accurately report our financial results or prevent fraud, and investor confidence in our company and the market price of our securities may be adversely affected."

As a company with less than US$1.235 billion in revenues for fiscal year of 2021, we qualify as an "emerging growth company" pursuant to the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to public companies. These provisions include exemption from the auditor attestation requirement under Section 404 of the Sarbanes-Oxley Act of 2002 in the assessment of the emerging growth company's internal control over financial reporting.

Recently Issued Accounting Pronouncements

A list of recently issued accounting pronouncements that are relevant to us is included in Note 2 of our combined financial statements included elsewhere in this prospectus.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following selected unaudited pro forma condensed combined financial data is derived from the unaudited pro forma condensed combined balance sheet and unaudited pro forma condensed combined statements of operations included elsewhere in this proxy statement/prospectus and is provided to aid you in your analysis of the financial aspects of the Business Combination and the consummation of the Merger Financing, which are collectively referred to as the "Transactions."

The unaudited pro forma condensed combined financial statements are based on the LCAA historical financial statements and LTC historical financial statements as adjusted to give effect to the Transactions. The unaudited pro forma condensed combined balance sheet gives pro forma effect to the Transactions as if they had been consummated on September 30, 2022. The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2022 and for the year ended December 31, 2021 gives effect to the Transactions as if they had occurred on January 1, 2021, the beginning of the earliest period presented.

The unaudited pro forma condensed combined financial statements were prepared in accordance with Article 11 of SEC Regulation S-X, as amended by the final rule, Release No. 33-10786, *Amendments to Financial Disclosures about Acquired and Disposed Businesses*. Release No. 33-10786 replaced the previous pro forma adjustment criteria with simplified requirements to depict the accounting for the Transactions ("Transaction Accounting Adjustments") and present the reasonably estimable synergies and other transaction effects that have occurred or are reasonably expected to occur ("Management's Adjustments"). Management has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the unaudited pro forma condensed combined financial information. The adjustments presented in the unaudited pro forma condensed combined financial statements have been identified and presented to provide relevant information necessary for an understanding of the combined company reflecting the Transactions.

The unaudited pro forma condensed combined financial statements are provided for illustrative purposes only and are not necessarily indicative of what the actual results of operations and financial position would have been had the Transactions taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the combined company.

The unaudited pro forma condensed combined balance sheet as of September 30, 2022 has been prepared using, and should be read in conjunction with, the following:

- LCAA's balance sheet as of September 30, 2022 and the related notes included elsewhere in this proxy statement/prospectus; and
- LTC's balance sheet as of September 30, 2022 and the related notes included elsewhere in this proxy statement/prospectus.

The unaudited pro forma condensed combined statements of operations for the nine months ended September 30, 2022 and for the year ended December 31, 2021 have been prepared using, and should be read in conjunction with, the following:

- LCAA's statements of operations for the nine months ended September 30, 2022 and for the period from January 5, 2021 (inception) through December 31, 2021 and the related notes included elsewhere in this proxy statement/prospectus; and
- LTC's statements of operations for the nine months ended September 30, 2022 and for the year ended December 31, 2021 and the related notes included elsewhere in this proxy statement/prospectus.

Description of the Business Combination

On January 31, 2023, *L* Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC" or "LCAA") entered into the Agreement and Plan of Merger (the "Merger Agreement") with the Company, Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Lotus Tech ("Merger Sub 1"), and Lotus EV Limited, an exempted company limited by shares incorporated under

the laws of the Cayman Islands and a wholly-owned subsidiary of Lotus Tech ("Merger Sub 2"), pursuant to which, among other things, (i) Merger Sub 1 will merge with and into LCAA (the "First Merger"), with LCAA surviving the First Merger as a wholly-owned subsidiary of the Company (the surviving entity of the First Merger, "Surviving Entity 1"), and (ii) immediately following the consummation of the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger", and together with the First Merger, collectively, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a wholly-owned subsidiary of the Company.

Pursuant to the Merger Agreement, on the Closing Date and immediately prior to the First Effective Time, the following actions shall take place or be effected (in the order set forth hereinafter): (i) each preferred share of LTC that is issued and outstanding immediately prior to such time shall be converted into one LTC Ordinary Share on a one-for-one basis, by re-designation and re-classification, in accordance with the LTC Articles, (ii) the Amended LTC Articles shall be adopted and become effective; (iii) immediately following the Preferred Share Conversion but immediately prior to the Recapitalization, 500,000,000 authorized but unissued ordinary shares of LTC shall be re-designated as shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the Amended LTC Articles, such that the authorized share capital of LTC shall be US$50,000 divided into 5,000,000,000 shares of par value of US$0.00001 each, consisting of 4,500,000,000 ordinary shares of a par value of US$0.00001 each, and 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC Board may determine in accordance with the Amended LTC Articles; (iv) immediately following the Re-designation and prior to the First Effective Time, each issued LTC Ordinary Share shall be recapitalized by way of a repurchase in exchange for the issuance of such number of LTC Ordinary Shares equal to the Recapitalization Factor (i.e., one such LTC Ordinary Share multiplied by the Recapitalization Factor), such that each LTC Ordinary Share will have a value of US$10.00 per share after giving effect to the Recapitalization; and (v) each of the issued and outstanding LTC Options shall be adjusted to give effect to the foregoing.

Pursuant to the Merger Agreement, (i) immediately prior to the First Effective Time, each LCAA Class B Ordinary Shares will be automatically converted into one LCAA Class A Ordinary Shares in accordance with the LCAA Articles, and each LCAA Class B Ordinary Shares shall no longer be issued and outstanding and shall automatically be cancelled, and each former holder of LCAA Class B Ordinary Shares shall thereafter cease to have any rights with respect to such shares, (ii) at the First Effective Time, each Unit issued by LCAA in its IPO or the exercise of the underwriter's overallotment option, each consisting of one LCAA Class A Ordinary Share and one-third of an LCAA Warrant issued by LCAA to acquire LCAA Class A Ordinary Share, outstanding immediately prior to the First Effective Time shall be automatically detached and the holder thereof shall be deemed to hold one LCAA Class A Ordinary Share and one-third of an LCAA Warrant in accordance with the terms of the applicable Unit; provided that no fractional LCAA Warrant will be issued in connection with the Unit Separation such that if a holder of Units would be entitled to receive a fractional LCAA Warrant upon the Unit Separation, the number of LCAA Warrants to be issued to such holder upon the Unit Separation shall be rounded down to the nearest whole number of LCAA Warrants, (iii) immediately following the Unit Separation, each LCAA Class A Ordinary Share (which, for the avoidance of doubt, includes the LCAA Class A Ordinary Shares (A) issued in connection with the LCAA Class B Conversion and (B) held as a result of the Unit Separation) issued and outstanding immediately prior to the First Effective Time (other than any LCAA Shares that are owned by LCAA as treasury shares, any Redeeming LCAA Shares, or Dissenting LCAA Shares) shall automatically be cancelled and cease to exist in exchange for the right to receive one newly issued, fully paid and non-assessable LTC Ordinary Share. As of the First Effective Time, each LCAA shareholder shall cease to have any other rights in and to such LCAA Shares, except as expressly provided in the Merger Agreement, (iv) each LCAA Warrant (which, for the avoidance of doubt, includes the LCAA Warrants held as a result of the Unit Separation) outstanding immediately prior to the First Effective Time shall cease to be a warrant with respect to LCAA Public Shares and be assumed by LTC and converted into an LTC Warrant. Each LTC Warrant shall continue to have and be subject to substantially the same terms and conditions as were applicable to such LCAA Warrant immediately prior to the First Effective Time (including any repurchase rights and cashless exercise provisions) in accordance with the provisions of the Assignment, Assumption and Amendment Agreement.

In addition, pursuant to the Merger Agreement, (i) at the First Effective Time, each ordinary share, par value US$0.00001 per share, of Merger Sub 1, that is issued and outstanding immediately prior to the First

Effective Time shall continue existing and constitute the only issued and outstanding share capital of Surviving Entity 1 and shall not be affected by the First Merger, and (ii) at the Second Effective Time, each ordinary share of Surviving Entity 1 that is issued and outstanding immediately prior to the Second Effective Time will be automatically cancelled and cease to exist without any payment therefor, and each ordinary share, par value US$0.00001 per share, of Merger Sub 2 immediately prior to the Second Effective Time shall remain outstanding and continue existing and constitute the only issued and outstanding share capital of Surviving Entity 2 and shall not be affected by the Second Merger. Some of the LCAA Class B Ordinary Shares held by the Sponsor as of the date of the Sponsor Support Agreement will be subject to forfeiture and earn-out restrictions pursuant to the Sponsor Support Agreement. Specifically, 20% of the LCAA Class B Ordinary Shares held by the Sponsor will be forfeited unless certain affiliates of the Sponsor as may be approved by LTC from time to time participate in the PIPE Financing, and another 10% of the LCAA Class B Ordinary Shares held by the Sponsor will remain unvested at the Closing and become vested upon the commencement or official announcement of any business collaborations facilitated by the Sponsor or the Sponsor's affiliates between LTC or its applicable affiliates, on the one hand, and any Cooperating Entity, on the other hand (the "Business Collaboration"). In addition, at the request of LTC, the Sponsor will on the Closing Date transfer, directly or indirectly, to one or more shareholders of LCAA up to 5% of the LCAA Class B Ordinary Shares held by the Sponsor as consideration to induce such shareholder(s) of LCAA to waive its redemption rights (including by having such LCAA shareholder enter into, execute and deliver a non-redemption agreement) in connection with LCAA shareholders' approval of the Transaction Proposals or approval of both the Extension Proposal and the Transaction Proposals, as maybe mutually determined by the LTC and LCAA.

Accounting for the Business Combination

LTC has determined that it is the accounting acquirer based on its evaluation of the facts and circumstances of the acquisition. The purpose of the merger was to assist LTC with the refinancing and recapitalization of its business. LTC is the larger of the two entities and is the operating company within the combining companies. LTC will have control of the board as it will hold a majority of the seats on the board of directors with LCAA only taking one seat in the board members after the Mergers. LTC's senior management will be continuing as senior management of the combined company. In addition, a larger portion of the voting rights in the combined entity will be held by existing LTC's shareholders.

As LTC was determined to be the acquirer for accounting purposes, the accounting for the transaction will be similar to that of a capital infusion as the only significant pre-combination asset of LCAA is the cash in the Trust Account. No intangibles or goodwill will arise through the accounting for the transaction. The accounting is the equivalent of LTC issuing shares and warrants for the net monetary assets of LCAA.

Basis of Pro Forma Presentation

The unaudited pro forma condensed combined financial information has been prepared using the assumptions below with respect to the potential redemption into cash of LCAA ordinary shares:

- **Scenario 1 — Assuming No Redemptions:** This presentation assumes that no LCAA Public Shareholder exercises redemption rights with respect to their Public Shares for a pro rata share of the funds in LCAA's Trust Account.
- **Scenario 2 — Assuming Maximum Redemptions:** This presentation assumes that LCAA Public Shareholders holding 28,650,874 LCAA Public Shares will exercise their redemption rights for US$288,241,000 of funds in the Trust Account. LCAA's obligations under the Merger Agreement are subject to certain customary closing conditions. Furthermore, LCAA will only proceed with the Business Combination if it will have net tangible assets of at least US$5,000,001 upon consummation of the Business Combination (as determined in accordance with Rule3a5l-l(g)(1) of the Exchange Act (or any successor rule)). This presentation does not take into account the Minimum Available Cash Condition.

The following table illustrates estimated ownership levels in the combined company, immediately following the consummation of the Business Combination, based on the two levels of redemptions by the Public Shareholders and the following assumptions:

	Pro Forma Combined (Assuming No Redemptions)		Pro Forma Combined (Assuming Maximum Redemptions)	
	Ownership in shares	Ownership %	Ownership in shares	Ownership %
LCAA Ordinary Shareholders (including the founder)[A]	35,813,592	5.9%	7,162,718	1.2%
Merger Financing Investors	10,000,000	1.7%	10,000,000	1.7%
The holders of exchangeable note[B]	16,901,409	2.8%	16,901,409	2.9%
LTC Ordinary Shareholders[C]	540,342,225	89.6%	540,342,225	94.2%
Total	**603,057,226**	**100.0%**	**574,406,352**	**100.0%**

(A) Includes 20% of the Sponsor Shares subject to forfeiture provisions, which is assumed to be satisfied as of the Closing and 10% of Sponsor Shares subject to the earn-out provisions under the Sponsor Support Agreement, which is assumed to be satisfied immediately following the Closing.

(B) Represents the exchange of a portion of LTC exchangeable notes with fair value of $169,014 into LTC Ordinary Shares.

(C) Excludes 9,657,775 LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting.

The table below shows possible sources of dilution and the extent of such dilution that non-redeeming public Shareholders could experience in connection with the Closing of the Business Combination. In an effort to illustrate the extent of such dilution, the table below assumes the exercise of all LCAA Warrants, which are exercisable for one share of LCAA Public shares at a price of $11.50 per share. The following table illustrates estimated ownership levels in the combined company based on the two levels of redemptions by the Public Shareholders with all possible sources of dilution and the following assumptions:

	Pro Forma Combined (Assuming No Redemptions)		Pro Forma Combined (Assuming Maximum Redemptions)	
	Ownership in shares	Ownership %	Ownership in shares	Ownership %
LCAA Ordinary Shareholders (including the founder)	35,813,592	5.7%	7,162,718	1.2%
Merger Financing Investors	10,000,000	1.6%	10,000,000	1.7%
The holders of exchangeable note	16,901,409	2.7%	16,901,409	2.8%
LTC Ordinary Shareholders	540,342,225	86.1%	540,342,225	90.2%
Shares underlying Public Warrants	9,550,291	1.5%	9,550,291	1.6%
Shares underlying Private Warrants	5,486,784	0.9%	5,486,784	0.9%
Shares initially reserved for issuance under the Incentive Plan[A]	9,657,775	1.5%	9,657,775	1.6%
Total[B]	**627,752,076**	**100.0%**	**599,101,202**	**100.0%**

(A) Represents the LTC Ordinary Shares that will be issuable upon the exercise of LTC Options issued and outstanding as of December 31, 2022, calculated after taking into account the Recapitalization and using the treasury stock method of accounting.

(B) Excludes the potential exchange into LTC Ordinary Shares from mandatorily redeemable noncontrolling interest and remaining exchangeable notes of LTC.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF SEPTEMBER 30, 2022
(All amounts in thousands, except for share and per share data)

	LCAA	LTC				Scenario 1 Assuming No Redemptions			Scenario 2 Assuming Maximum Redemptions		
	(Historical)	(Historical)	Transaction Accounting Adjustments	Note	(Pro Forma)	Transaction Accounting Adjustments	Note	Pro Forma Combined	Additional Transaction Accounting Adjustments	Note	Pro Forma Combined
Assets:											
Current assets:											
Cash	$ 67	$ 715,208	$ 100,992	(a)	$ 887,992	$ 100,000	(A)	$1,235,968	$ (288,241)	(J)	$ 952,755
			71,792	(b)		288,241	(B)		5,028	(C)	
						(10,028)	(C)				
						(11,319)	(E)				
						(17,475)	(F)				
						(1,510)	(H)				
Restricted cash	—	1,304	—		1,304	—		1,304	—		1,304
Short-term investments – related parties	—	10,000	—		10,000	—		10,000	—		10,000
Accounts receivable – related parties.	—	2,511	—		2,511	—		2,511	—		2,511
Inventories	—	1,667	—		1,667	—		1,667	—		1,667
Prepayments and other current assets	203	35,361	—		35,361	—		35,564	—		35,564
Prepayments and other current assets – related parties	—	7,096	—		7,096	—		7,096	—		7,096
Total current assets	270	773,147	172,784		945,931	347,909		1,294,110	(283,213)		1,010,897
Equity investments	—	1,621	—		1,621	—		1,621	—		1,621
Property, equipment and software, net	—	140,960	—		140,960	—		140,960	—		140,960
Intangible assets	—	116,271	—		116,271	—		116,271	—		116,271
Operating lease right-of-use assets	—	141,896	—		141,896	—		141,896	—		141,896
Other non-current assets	—	3,236	—		3,236	—		3,236	—		3,236
Marketable securities held in Trust Account	288,241	—	—		—	(288,241)	(B)	—	—		—
Total Assets	$288,511	$1,177,131	172,784		1,349,915	$ 59,668		$1,698,094	$ (283,213)		$1,414,881
Liabilities, Mezzanine Equity, and Shareholders' Deficit											
Current liabilities:											
Accounts payable and accrued expenses and other current liabilities – third parties	$ 1,199	$ 169,183	(28,170)	(a)	141,013	$ (1,177)	(E)	$ 141,035	$ —		$ 141,035
Accounts payable and accrued expenses and other current liabilities – related parties	—	61,490	—		61,490	—		61,490	—		61,490
Short-term borrowings – third parties	—	28,170	—		28,170	—		28,170	—		28,170
Short-term borrowings – related parties	—	—	—		—	—		—	—		—
Contract liabilities – third parties	—	2,890	—		2,890	—		2,890	—		2,890
Due to related party	1,510	—	—		—	(1,510)	(H)	—	—		—
Operating lease liabilities – third parties	—	12,996	—		12,996	—		12,996	—		12,996
Operating lease liabilities – related parties	—	723	—		723	—		723	—		723
Exchangeable Notes	—	404,625	(62,520)	(a)	342,105	(169,014)	(G)	173,091	—		173,091
Mandatorily redeemable noncontrolling interest	—	9,742	—		9,742	—		9,742	—		9,742
Total current liabilities	2,709	689,819	(90,690)		599,129	(171,701)		430,137	—		430,137
Non-current liabilities:											
Contract liabilities – third parties	—	58	—		58	—		58	—		58
Operating lease liabilities – third parties	—	85,215	—		85,215	—		85,215	—		85,215
Operating lease liabilities – related parties	—	185	—		185	—		185	—		185
Convertible notes	—	72,302	—		72,302	—		72,302	—		72,302
Exchangeable Notes – non-current	—	—	71,792	(b)	71,792	—		71,792	—		71,792
Deferred tax liabilities	—	117	—		117	—		117	—		117
Deferred income	—	253,528	—		253,528	—		253,528	—		253,528
Deferred underwriters' marketing fees	10,028	—	—		—	(10,028)	(C)	—	—		—
Warrant liability	601	—	—		—	—		601	—		601
Other non-current liabilities	—	7	—		7	—		7	—		7
Total non-current liabilities	10,629	411,412	71,792		483,204	(10,028)		483,805	—		483,805
Total Liabilities	13,338	1,101,231	(18,898)		1,082,333	(181,729)		913,942	—		913,942

	LCAA	LTC				Scenario 1 Assuming No Redemptions			Scenario 2 Assuming Maximum Redemptions		
	(Historical)	(Historical)	Transaction Accounting Adjustments	Note	(Pro Forma)	Transaction Accounting Adjustments	Note	Pro Forma Combined	Additional Transaction Accounting Adjustments	Note	Pro Forma Combined
Commitments and Contingencies											
Class A ordinary shares subject to possible redemption	288,241	—	—		—	(288,241)	(J)	—	—		—
Series Pre-A Redeemable Convertible preferred Shares	—	176,776	—		176,776	(176,776)	(I)	—	—		—
Series A Redeemable Convertible Preferred Shares	—	—	191,682	(a)	191,682	(191,682)	(I)	—	—		—
Shareholders' equity (deficit)											
Preferred shares	—	—	—		—	—		—	—		—
Ordinary shares	1	21	—		21	0	(A)	6	(0)	(J)	6
						(16)	(I)				
						0	(J)				
						0	(G)				
Additional paid-in capital	—	404,160	—		404,160	100,000	(A)	1,299,345	(288,241)	(J)	1,016,132
						(13,069)	(D)		5,028	(C)	
						(17,475)	(F)				
						169,014	(G)				
						368,474	(I)				
						288,241	(J)				
Receivable from shareholders	—	(33,575)	—		(33,575)	—		(33,575)	—		(33,575)
Accumulated other comprehensive income	—	17,848	—		17,848	—		17,848	—		17,848
Accumulated deficit	(13,069)	(489,340)	—		(489,340)	13,069	(D)	(499,482)	—		(499,482)
						(10,142)	(E)				
Total shareholders' equity (deficit) attributable to ordinary shareholders	(13,068)	(100,886)	0		(100,886)	898,096		784,142	(283,213)		500,929
Noncontrolling interests	—	10	—		10	—		10	—		10
Total shareholders' equity (deficit)	(13,068)	(100,876)	0		(100,876)	898,096		784,152	(283,213)		500,939
Total liabilities, mezzanine equity and shareholders' equity (deficit)	$288,511	$1,177,131	172,784		1,349,915	$ 59,668		$1,698,094	$ (283,213)		$1,414,881

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022
(All amounts in thousands, except for share and per share data)

	LCAA	LTC	Scenario 1 Assuming No Redemptions			Scenario 2 Assuming Maximum Redemptions		
	(Historical)	(Combined)	Transaction Accounting Adjustments	Note	Pro Forma Combined	Additional Transaction Accounting Adjustments	Note	Pro Forma Combined
Revenues:	$	$	$		$	$		$
Sales of goods	—	702	—		702	—		702
Service revenues	—	2,955	—		2,955	—		2,955
Total Revenues	—	3,657	—		3,657	—		3,657
Cost of revenues:								
Cost of goods sold	—	(588)	—		(588)	—		(588)
Cost of services	—	(1,906)	—		(1,906)	—		(1,906)
Total cost of revenues	—	(2,494)	—		(2,494)	—		(2,494)
Gross profit	—	1,163	—		1,163	—		1,163
Operating expenses:								
General and admisistrative expenses	(3,200)	(104,098)	—		(107,298)	—		(107,298)
Selling and marketing expenses	—	(68,705)	—		(68,705)	—		(68,705)
Research and development expenses	—	(215,538)	—		(215,538)	—		(215,538)
Government grants	—	55,985	—		55,985	—		55,985
Total operating expenses	(3,200)	(332,356)	—		(335,556)	—		(335,556)
Loss from Operations	(3,200)	(331,193)	—		(334,393)	—		(334,393)
Other income (expenses)								
Interest expenses	—	(8,394)	(6,210)	(AA)	(14,604)	—		(14,604)
Interest income	—	9,187	—		9,187	—		9,187
Investment loss, net	—	(2,069)	—		(2,069)	—		(2,069)
Share of results of equity method investments	—	(1,323)	—		(1,323)	—		(1,323)
Interest earned on marketable securities held in Trust Account	1,709	—	(1,709)	(CC)	—	—		—
Foreign currency exchange losses, net	—	(15,639)	—		(15,639)	—		(15,639)
Offering costs allocated to warrants	—	—	—		—	—		—
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk	—	(17,059)	—		(17,059)	—		(17,059)
Change in fair value of warrant liability	11,278	—	—		11,278	—		11,278
Total other income (expenses)	12,987	(35,297)	(7,919)		(30,229)	—		(30,229)
Income (Loss) before income taxes	9,787	(366,490)	(7,919)		(364,622)	—		(364,622)
Income tax expense	—	(155)	—		(155)	—		(155)
Net Income (Loss)	$ 9,787	$ (366,645)	$ (7,919)		$ (364,777)	$ —		$ (364,777)
Less: net loss attributable to noncontrolling interests	—	(141)	—		(141)	—		(141)
Net Income (loss) attributable to ordinary shareholders	$ 9,787	$ (366,504)	(7,919)		(364,636)	—		(364,636)
Weighted average shares outstanding, Class A ordinary shares	28,650,874		(28,650,874)	(BB)				
Basic and diluted net income per share, Class A ordinary shares	$ 0.27							
Average shares outstanding, Class B ordinary shares	7,162,718		595,894,508	(BB)	603,057,226	(28,650,874)	(BB)	574,406,352
Basic and diluted net income (loss) per share, Class B ordinary shares	$ 0.27				$ (0.60)			$ (0.63)
Basic and diluted weighted average of ordinary shares outstanding		2,150,066,178						
Basic and diluted income (loss) per common stock		$ (0.17)						

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2021
(All amounts in thousands, except for share and per share data)

	LCAA	LTC	Scenario 1 Assuming No Redemptions			Scenario 2 Assuming Maximum Redemptions		
	(Historical)	(Historical)	Transaction Accounting Adjustments	Note	Pro Forma Combined	Additional Transaction Accounting Adjustments	Note	Pro Forma Combined
Revenues:	$	$						
Sales of goods	—	369	—		369	—		369
Service revenues	—	3,318	—		3,318	—		3,318
Total Revenues	—	3,687	—		3,687	—		3,687
Cost of revenues:								
Cost of goods sold	—	(331)	—		(331)	—		(331)
Cost of services	—	(2,799)	—		(2,799)	—		(2,799)
Total cost of revenues	—	(3,130)	—		(3,130)	—		(3,130)
Gross profit	—	557	—		557	—		557
Operating expenses:								
General and administrative expenses	(1,055)	(54,763)	—		$ (55,818)	$ —		$ (55,818)
Selling and marketing expenses	—	(38,066)	—		(38,066)	—		(38,066)
Research and development expenses	—	(511,364)	—		(511,364)	—		(511,364)
Government grants	—	490,694	—		490,694	—		490,694
Total operating expenses	(1,055)	(113,499)	—		(114,554)	—		(114,554)
Loss from Operations	(1,055)	(112,942)	—		(113,997)	—		(113,997)
Other income (expenses)								
Interest expenses	—	(3,615)	(8,280)	(AA)	(11,895)	—		(11,895)
Interest income	—	6,219	—		6,219	—		6,219
Investment income	—	2,229	—		2,229	—		2,229
Interest earned on marketable securities held in Trust Account	23	—	(23)	(CC)	—	—		—
Foreign currency exchange gains, net	—	798	—		798	—		798
Offering costs allocated to warrants	(695)	—	—		(695)	—		(695)
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk	—	(1,367)	—		(1,367)	—		(1,367)
Change in fair value of warrant liability	7,215	—	—		7,215	—		7,215
Total other income (expenses)	6,543	4,264	(8,303)		2,504	—		2,504
Loss before income taxes	5,488	(108,678)	(8,303)		(111,493)	—		(111,493)
Income tax expense	—	(1,853)	—		(1,853)	—		(1,853)
Net loss attributable to ordinary shareholders	$ 5,488	$ (110,531)	$ (8,303)		$ (113,346)	$ —		$ (113,346)
Weighted average shares outstanding, Class A ordinary shares	23,083,649		(23,083,649)	(BB)				
Basic and diluted net income per share, Class A ordinary shares	$ 0.18							
Average shares outstanding, Class B ordinary shares	6,844,319		596,212,907	(BB)	603,057,226	(28,650,874)	(BB)	574,406,352
Basic and diluted net loss per share, Class B ordinary shares	$ 0.18				$ (0.19)			$ (0.20)
Basic and diluted weighted average of ordinary shares outstanding		1,508,588,219						
Basic and diluted loss per common stock		$ (0.07)						

NOTES TO UNAUDITED PRO FORMA
CONDENSED COMBINED FINANCIAL INFORMATION
(In thousands, except share and per share data, or otherwise noted)

Note 1 — Basic of Presentation

The Business Combination will be accounted for as a reverse recapitalization, with no goodwill or other intangible assets recorded, in accordance with U.S. GAAP. Under this method of accounting, LCAA will be treated as the "accounting acquiree" and LTC as the "accounting acquirer" for financial reporting purposes. Accordingly, for accounting purposes, the Business Combination will be treated as the equivalent of LTC issuing shares for the net assets of LCAA, accompanied by a recapitalization. The net assets of LCAA will be stated at historical cost, with no goodwill or other intangible assets recorded.

The unaudited pro forma condensed combined balance sheet as of September 30, 2022 gives pro forma effect to the Business Combination as if it had been consummated on September 30, 2022. The unaudited pro forma condensed combined statements of operations for the nine months ended September 30, 2022 and for the year ended December 31, 2021 give pro forma effect to the Business Combination as if it had been consummated on January 1, 2021, the beginning of the earliest period presented in the unaudited pro forma condensed combined statements of operations.

The unaudited pro forma condensed combined balance sheet as of September 30, 2022 has been prepared using, and should be read in conjunction with LCAA's and LTC's balance sheets as of September 30, 2022 and the related notes included elsewhere in this proxy statement.

The unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2022 has been prepared using, and should be read in conjunction with LCAA's and LTC's statement of operations for the nine months ended September 30, 2022 and the related notes included elsewhere in this proxy statement.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2021 has been prepared using, and should be read in conjunction with LCAA's statements of operations for the period from January 5, 2021 (inception) through December 31, 2021 and LTC's statements of operations for the year ended December 31, 2021, and the related notes included elsewhere in this proxy statement.

Management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

The pro forma adjustments reflecting the consummation of the Business Combination are based on information available as of the date of this proxy statement and certain assumptions and methodologies that management believes are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, the actual adjustments may materially differ from the pro forma adjustments. Management considers this basis of presentation to be reasonable under the circumstances.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the Business Combination taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the post-combination company. They should be read in conjunction with the historical financial statements and notes thereto of LCAA and LTC.

Under both the no redemption scenario and the maximum redemption scenarios, the Business Combination will be accounted for in a manner similar to a reverse recapitalization, with no goodwill or other intangible assets recorded, in accordance with accounting principles generally accepted in the United States of American ("US GAAP").

The unaudited pro forma condensed combined financial information has been prepared using the assumptions below with respect to the potential redemption into cash of LCAA ordinary shares:

- **Scenario 1 — Assuming No Redemptions:** This presentation assumes that no LCAA Public Shareholder exercises redemption rights with respect to their Public Shares for a pro rata share of the funds in LCAA's Trust Account.
- **Scenario 2 — Assuming Maximum Redemptions:** This presentation assumes that LCAA Public Shareholders holding 28,650,874 LCAA Public Shares will exercise their redemption rights for US$288,241,000 of funds in the Trust Account. LCAA's obligations under the Merger Agreement are subject to certain customary closing conditions. Furthermore, LCAA will only proceed with the Business Combination if it will have net tangible assets of at least US$5,000,001 upon consummation of the Business Combination (as determined in accordance with Rule3a5l-l(g)(1) of the Exchange Act (or any successor rule)). This presentation does not take into account the Minimum Available Cash Condition.

The unaudited pro forma condensed combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings or cost savings that may be associated with the Business Combination.

The pro forma adjustments reflecting the consummation of the Business Combination are based on certain currently available information and certain assumptions and methodologies that LCAA and LTC believe are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments and it is possible the difference may be material. LCAA and LTC believe that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination based on information available to management at this time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

Note 2 — Accounting Policies

Upon consummation of the Business Combination, management will perform a comprehensive review of the two entities' accounting policies. As a result of the review, management may identify differences between the accounting policies of the two entities which, when conformed, could have a material impact on the financial statements of the Post-Combination Company. Based on its initial analysis, management did not identify any differences that would have a material impact on the unaudited pro forma condensed combined financial information. As a result, the unaudited pro forma condensed combined financial information does not assume any differences in accounting policies.

Note 3 — Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information has been prepared to illustrate the effect of the Business Combination and has been prepared for informational purposes only.

The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses." Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the transaction ("*Transaction Accounting Adjustments*") and present the reasonably estimable synergies and other transaction effects that have occurred or are reasonably expected to occur ("*Management's Adjustments*"). LCAA has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the following unaudited pro forma condensed combined financial information.

LCAA and LTC have not had any historical relationship prior to the Business Combination. Accordingly, no transaction accounting adjustments were required to eliminate activities between the companies.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet

The transaction accounting adjustments included in the unaudited pro forma condensed combined balance sheet as of September 30, 2022 are as follows:

(a) Reflects the cash received from issuing Series A Preferred Shares. During October to December 2022, the Company issued 123,456,332 Series A Preferred Shares at RMB 10.54576 per share, for an aggregated consideration of RMB1,301,941 (equivalent to US$191,682), among which RMB400,000 (equivalent to US$62,520) was exchanged by the Exchangeable Notes issued in November 2021. The Company received a refundable deposit of RMB 200,000 (equivalent to US$28,170) for subscription of 18,964,966 Series A Preferred Shares.

(b) Reflects the cash received from a new exchangeable note. In November 2022, the Company's subsidiary, Hangzhou Lightning Speed Technology Co., Ltd. ("Lightning Speed"), entered into an exchangeable note agreement with an investor. Pursuant to the agreement, Lightning Speed is entitled to issue exchangeable notes of RMB1,000,000 to obtain financing from the investor. In December 2022, the Group issued the first tranche of RMB500,000 (equivalent to US$71,792) to the investor. The repayments of the exchangeable notes were guaranteed by the immediate shareholders of Lightning Speed.

(A) Reflects the proceeds from the Merger Financing Investors with the corresponding 10,000,000 ordinary shares with $0.00001 par value at a price of $10.00 per share. The investors will make the investments upon the completion of LCAA's merger with LTC. The investment amount in excess of the par value of ordinary shares will be recorded as additional paid-in capital.

(B) Reflects the reclassification of cash held in the Trust Account that becomes available for general use following the Business Combination.

Under a scenario of maximum redemptions by LCAA's Public Shareholders, 28,650,874 shares are redeemed thereby reducing proceeds that become available at the closing of the Transaction by US$288,241.

(C) Reflects the settlement of $10,028 deferred underwriting commissions that become due and payable upon the consummation of the Business Combination assuming no redemptions and $5,000 assuming maximum redemptions.

(D) Reflects the elimination of the historical accumulated deficit of LCAA, the accounting acquiree, into LTC's additional paid-in capital upon the consummation of the Business Combination.

(E) Reflects the settlement of approximately $11,319 of total LCAA's estimated transaction costs related to the Business Combination, of which, 1) approximately $1,177 of transaction costs accrued as of the date of the unaudited pro forma condensed combined balance sheet and 2) approximately $10,142 of transaction costs classify as an adjustment to accumulated deficit;

(F) Reflects the settlement of approximately $17,475 of total LTC's estimated transaction costs related to the Business Combination, which will be subsequently reclassified to additional paid-in capital at the time of the consummation of the Business Combination.

(G) Reflects the exchange of LTC exchangeable note with fair value of $169,014 into LTC ordinary shares immediately prior to the Effective Time and the recapitalization of LTC the issuance of 16,901,409 of LTC ordinary shares with $0.00001 par value.

(H) Reflects the settlement of approximately $1,510 related party promissory note that become due and payable upon the consummation of the Business Combination.

(I) Reflects the conversion LTC Series Pre-A Preferred shares and Series A Preferred shares into LTC ordinary shares immediately prior to the Effective Time of LTC through the issuance of 540,342,225 shares of LTC ordinary shares outstanding as of September 30, 2022, after considering the impact of the recapitalization, with $0.00001 par value to LTC's shareholders.

(J) In Scenario 1, reflects the reclassification of 28,650,874 Class A ordinary shares subject to possible redemption to additional paid-in capital of the combined company, at $0.00001 par value with no redemptions. In Scenario 2, which assumes the same facts as described in Items A through I above, but reflects the assumption of the maximum number of 28,650,874 shares of LCAA ordinary shares are redeemed for $ 288,241 by LCAA shareholders.

LCAA's warrants were exchanged into LTC's warrants that contained terms that were identical to the former LCAA's warrants. These warrants contain elements that preclude the instruments from equity classification. Accordingly, the fair value of the warrants is based on terms and assumptions similar to the previously issued LCAA's warrants as there are no material differences.

LCAA established the initial fair value of the Public Warrants and Private Warrants on March 15, 2021, the date of the LCAA's initial public offering, using a Monte Carlo simulation model. As of September 30, 2022 and December 31, 2021, the fair value for the Private Warrants was estimated using a Monte Carlo simulation model, and the fair value of the Public Warrants by reference to the quoted market price. The Public and Private Warrants were classified as Level 3 at the initial measurement date, and the Private Warrants were classified as Level 3 as of September 30, 2022 and December 31, 2021 due to the use of unobservable inputs. In the period ending September 30, 2021, the Public Warrants were reclassified from a Level 3 to a Level 1 classification due to use of the observed trading price of the separated Public Warrants. The following table provides quantitative information regarding Level 3 fair value measurements as of September 30, 2022:

	September 30, 2022	December 31, 2021
Risk-free interest rate	3.96%	1.29%
Dividend rate	0.0%	0.0%
Expected term (years)	5.46	5.46
Expected volatility	4.5%	15.3%
Share price – asset price	$ 9.91	$ 9.73
Exercise price	$ 11.50	$ 11.50

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Statements of Operations

The transaction accounting adjustments included in the unaudited pro forma condensed combined statement of operations for the nine months ended September 30, 2022 and for the year ended December 31, 2021 are as follows:

(AA) Reflects Exchangeable Notes under scenario that the investors will not convert the exchangeable note to the ordinary shares of LTC immediately upon the consummation of the transaction. The Exchangeable Notes bear 3% to 4.3% LPR per annum.

(BB) The calculation of weighted average shares outstanding for basic and diluted net loss per share assumes that the Business Combination as if it had been consummated on January 1, 2021. In addition, as the Business Combination is being reflected as if it had occurred on this date, the calculation of weighted average shares outstanding for basic and diluted net loss per share assumes that the shares have been outstanding for the entire period presented. In Scenario 2, this calculation is retroactively adjusted to eliminate the number of 28,650,874 shares of LCAA ordinary shares are redeemed for cash by LCAA shareholders for the entire period.

(CC) Reflects an adjustment to eliminate interest income earned from marketable securities held in trust account as of the beginning of the period.

Note 4 — Earnings (Loss) per Share

Represents the earnings (loss) per share calculated using the historical weighted average shares outstanding, and the change in number of shares in connection with the Business Combination, assuming the shares were outstanding since the beginning of the earliest period presented in the unaudited pro forma condensed combined statements of operations. As the Business Combination and related transactions are

being reflected as if they had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted earnings/(loss) per share assumes that the shares issuable relating to the Business Combination have been outstanding for the entire period presented.

The unaudited pro forma condensed combined has been prepared assuming no redemptions and assuming maximum redemptions for the nine months ended September 30, 2022:

	For the Nine Months Ended September 30, 2022	
	Pro Forma Combined (Assuming No Redemptions)	Pro Forma Combined (Assuming Maximum Redemptions)
Pro forma net loss attributable to ordinary shareholders	$ (364,636)	$ (364,636)
Weighted average shares outstanding – basic and diluted	603,057,226	574,406,352
Pro forma loss per share – basic and diluted	$ (0.60)	$ (0.63)
Weighted average shares calculation, basic and diluted		
Ordinary Shares		
LCAA public shares	28,650,874	28,650,874
LCAA private shares	7,162,718	7,162,718
Holders of exchangeable note	16,901,409	16,901,409
LCAA public shares redeemed	—	(28,650,874)
Merger financing Investors	10,000,000	10,000,000
Existing LTC Shareholders	540,342,225	540,342,225
Total weighted average shares outstanding	603,057,226	574,406,352

The unaudited pro forma condensed combined has been prepared assuming no redemptions and assuming maximum redemptions for the year ended December 31, 2021:

	For the Year Ended December 31, 2021	
	Pro Forma Combined (Assuming No Redemptions)	Pro Forma Combined (Assuming Maximum Redemptions)
Pro forma net loss attributable to ordinary shareholders	$ (113,346)	$ (113,346)
Weighted average shares outstanding – basic and diluted	603,057,226	574,406,352
Pro forma loss per share – basic and diluted	$ (0.19)	$ (0.20)
Weighted average shares calculation, basic and diluted		
Ordinary Shares		
LCAA public shares	28,650,874	28,650,874
LCAA private shares	7,162,718	7,162,718
Holders of exchangeable note	16,901,409	16,901,409
LCAA public shares redeemed	—	(28,650,874)
Merger financing Investors	10,000,000	10,000,000
Existing LTC Shareholders[(A)]	540,342,225	540,342,225
Total weighted average shares outstanding	603,057,226	574,406,352

(A) The pro forma diluted shares excludes LTC Ordinary Shares issuable upon the exercise of LTC Options because the impact would be antidilutive if they are included.

For the purposes of applying the if-converted method for calculating diluted loss per share, it was assumed that as of the consummation of the Transactions, each LCAA Warrant that was outstanding shall be converted into the right to receive a warrant relating to LCAA's Ordinary Shares. However, since the impact of these in the loss per share calculation results in anti-dilutive, the effect of such exchange was not included in calculation of diluted loss per share.

MANAGEMENT FOLLOWING THE BUSINESS COMBINATION

The following table sets forth certain information relating to the executive officers and directors of Lotus Tech immediately after the consummation of the Business Combination.

Directors and Executive Officers	Age	Position/Title
Daniel Donghui Li	52	Director and Chairman of the Board of Directors
Qingfeng Feng	50	Director and Chief Executive Officer
Alexious Kuen Long Lee	47	Director and Chief Financial Officer
Ning Yu	52	Independent Director
Datuk Ooi Teik Huat	63	Director
Jingbo Mao	56	China President

Daniel Donghui Li has served as our director and Chairman of the Board of Directors since November 2021. Previously, Mr. Li joined Geely Holding Group in April 2011 as Vice President and Chief Financial Officer. Since November 2011, he has served as a Director on the Board of Geely Holding Group. In April 2012, he was appointed as a Director on the Board of Volvo Cars (VOLCAR B). From May 2011 to April 2014, he served as Executive Director of Geely Automobile Holdings Co., Ltd. (HK.0175). From June 2016 to November 2020, he served as Executive Vice President and Chief Financial Officer of Geely Holding Group. In July 2016, he was appointed the position of Executive Director and Vice Chairman of Geely Automobile Holdings Co., Ltd. (HK.0175). In 2017, he was appointed as a member on the board of Polestar (Nasdaq: PSNY). In November 2020, he was appointed CEO of Geely Holding Group. Mr. Li obtained an MBA degree from the Indiana University Kelley School of Business in 2010. He graduated from the Beijing Institute of Machinery in 1997 with a master's degree in management engineering (with a focus on financial management). He also obtained a bachelor's degree in philosophy from China Renmin University in 1991.

Qingfeng Feng has served as our director and Chief Executive Officer since our inception. Since joining Geely Holding Group in 1999, he has worked in sales, manufacturing, supply chain and quality management and R&D, among other areas, holding multiple key positions in Geely Holding, including General Manager of Group Sales Company and Deputy General Manager of Geely's Ningbo branch. In 2012, he was appointed as a vice president of Geely Holding Group and a member of the management board. In 2013, he became the Chief Technical Officer of Geely Holding Group, where he was responsible for establishment and management of R&D systems and product strategic planning, and was in charge of Geely's Market Strategy Centre, Technology Management Department, Geely Automobile Research Institute, and Geely Components and Parts Development Centre. In 2018, he was appointed as the Chief Executive Officer of Lotus Group. Qingfeng Feng graduated from East China University of Science and Technology in 1997 with a bachelor's degree in Chemical Engineering. He completed an EMBA program at Tsinghua University in 2006.

Alexious Kuen Long Lee has served as the Chief Financial Officer since our inception and our director since November, 2021. Previously, he was appointed as the Head of Strategic Marketing at FIAT Industrial China Investment Co. in 2004. He joined CLSA in 2011, and served as the Managing Director and Head of China Capital Access at CITIC-CLSA from 2017, directly responsible for the leadership role of bridging onshore and offshore resources (capital, cross-border investment), through the CLSA gateway. Since 2019, Mr. Lee was the Managing Director and Head of China Strategy at Jefferies.

Ning Yu has served as our director since July 2022. Mr. Yu has 30 years of working experience in the automotive industry. Mr. Yu has served as the Managing Partner of NIO Capital for five years. Before joining NIO capital, Mr. Yu had worked at Geely Holding Group as Vice President for five years responsible for Geely's international business. Prior to Geely, Mr. Yu was the CEO of Fiat Powertrain Technologies in Asia Pacific, a division of the Fiat Group. Prior to that, he held management positions at General Dynamics and Daimler Chrysler in U.S and was an engineer at Ministry of Machinery of China. Mr. Yu holds a Ph.D in Automotive Engineering from China Agricultural University and a Master Degree in Industrial Engineering from University of Windsor in Canada.

Datuk Ooi Teik Huat has served as our director since January 2023. Mr. Ooi has served as the director of Meridian Solutions Sdn Bhd since September 1996. From August 1993 to August 1996, he was the head of corporate finance at Pengkalen Securities Sdn Bhd. Prior to that, Mr. Ooi was manager of corporate advisory department at Malaysian International Merchant Bankers Berhad from June 1989 to August 1993, and an audit supervisor at Othman Hew & Co Chartered Accountants from September 1984 to June 1989. Mr. Ooi has been serving at three public listed companies, DRB-Hicom Berhad (since 2008), Malakoff Corporation Berhad (since 2012), and Gas Malaysia Berhad (since 2013). Mr. Ooi graduated from Monash University, Australia with a Bachelor of Economics. He is a member of CPA Australia and Malaysian Institute of Accountants.

Jingbo Mao has served as our China President since January 2023. Before entering the automotive industry, Ms. Mao was a senior vice president and the general manager of Beijing company of Ruder Finn Beijing, and a senior journalist at China Daily. She later served as the executive vice president of Mercedes-Benz from 2007 to 2018. Ms. Mao served as the President of Lincoln China from 2018 to 2022. Ms. Mao graduated from University of Hawaii with a master degree of international journalism, and University of International Relations with a bachelor degree of international journalism.

Board of Directors

The board of directors of LTC will initially consist of directors immediately after the consummation of the Business Combination. The Amended LTC Articles provide that the minimum number of directors shall be three and the exact number of directors shall be determined from time to time by the LTC board of directors.

A director is not required to hold any shares in LTC by way of qualification. A director who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with LTC is required to declare the nature of his or her interest at a board meeting. Subject to Nasdaq listing rules and disqualification by the chairman of the relevant board meeting, a director may vote in respect of any contract or proposed contract or arrangement in which such director may be interested provided that (a) the nature of his/her interest is declared at a meeting of the directors, either specifically or by way of a general notice, and such director's vote may be counted in the quorum at any meeting of directors at which any such contract or proposed contract or arrangement is considered, and (b) if such contract or arrangement is a transaction with a related party, such transaction has been approved by the audit committee.

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

No Lotus Tech non-employee director has a service contract with Lotus Tech that provides for benefits upon termination of service.

Board Committees

The LTC board of directors will have an audit committee, a compensation committee and a nominating and corporate governance committee, and a charter will be adopted for each of the foregoing committees. Each committee's members and functions are described below.

Audit Committee

The audit committee will consist of , , and . will be the chairperson of the audit committee. satisfies the criteria of an audit committee financial expert as set forth under the applicable rules of the SEC. Each of , , and satisfies the requirements for an "independent director" within the meaning of the Nasdaq listing rules and the criteria for independence set forth in Rule 10A-3 of the Exchange Act.

The audit committee will oversee Lotus Tech's accounting and financial reporting processes. The audit committee will be responsible for, among other things:

- appointing the independent auditors and pre-approving all auditing and non-auditing services permitted to be performed by the independent auditors;
- reviewing with the independent auditors any audit problems or difficulties and management's response;
- discussing the annual audited financial statements with management and the independent auditors;
- reviewing the adequacy and effectiveness of Lotus Tech's accounting and internal control policies and procedures and any steps taken to monitor and control major financial risk exposures;
- reviewing and approving all proposed related party transactions;
- meeting separately and periodically with management and the independent auditors; and
- monitoring compliance with Lotus Tech's code of business conduct and ethics, including reviewing the adequacy and effectiveness of Lotus Tech's procedures to ensure proper compliance.

Compensation Committee

The compensation committee will consist of , , and . will be the chairperson of the compensation committee. Each of , , and satisfies the requirements for an "independent director" within the meaning of the Nasdaq listing rules.

The compensation committee will assist the board in reviewing and approving the compensation structure, including all forms of compensation, relating to Lotus Tech's directors and executive officers. Lotus Tech's chief executive officer may not be present at any committee meeting during which his compensation is deliberated. The compensation committee will be responsible for, among other things:

- reviewing and approving, or recommending to the board for its approval, the compensation for Lotus Tech's chief executive officer and other executive officers;
- reviewing and recommending to the board for determination with respect to the compensation of Lotus Tech's non-employee directors;
- reviewing periodically and approving any incentive compensation or equity plans, programs similar arrangements; and
- selecting compensation consultant, legal counsel or other adviser only after taking into consideration all factors relevant to that person's independence from management.

Nominating and Corporate Governance Committee

The nominating and corporate governance committee will consist of , , and . will be the chairperson of the nominating and corporate governance committee. Each of , and satisfies the requirements for an "independent director" within the meaning of the Nasdaq listing rules.

The nominating and corporate governance committee will assist the board of directors in selecting individuals qualified to become directors of Lotus Tech and in determining the composition of the board and its committees. The nominating and corporate governance committee will be responsible for, among other things:

- selecting and recommending to the board nominees for election by the shareholders or appointment by the board;
- reviewing annually with the board the current composition of the board with regards to characteristics such as independence, knowledge, skills, experience and diversity;
- making recommendations on the frequency and structure of board meetings and monitoring the functioning of the committees of the board; and
- advising the board periodically with regards to significant developments in the law and practice of corporate governance as well as compliance with applicable laws and regulations, and making recommendations to the board on all matters of corporate governance and on any remedial action to be taken.

Duties of Directors

Under Cayman Islands law, directors owe fiduciary duties to the company, including a duty of loyalty, a duty to act honestly, and a duty to act in what they consider in good faith to be in the company's best interests. Directors must also exercise their powers only for a proper purpose. Directors also have a duty to act with skill and care. It was previously considered that a director need not exhibit in the performance of his or her duties a greater degree of skill than may reasonably be expected from a person of his or her knowledge and experience. However, English and Commonwealth courts have moved towards an objective standard with regard to the required skill and care and these authorities are likely to be followed in the Cayman Islands. In fulfilling their duty of care to LTC, directors of LTC must ensure compliance with LTC's memorandum and articles of association, as amended and restated from time to time, and the class rights vested thereunder in the holders of the shares. LTC has the right to seek damages if a duty owed by its directors is breached. A shareholder may in certain circumstances have rights to seek damages in the name of the company if a duty owed by its directors is breached.

Appointment and Removal of Directors

The Amended LTC Articles provide that all directors may be appointed by ordinary resolution and removed by ordinary resolution, except with regard to the removal of the Chairperson, who may be removed from office by special resolution. The Amended LTC Articles also provide that the directors may, so long as a quorum of directors remains in office, appoint any person to be a director so as to fill a casual vacancy or as an addition to the existing board of director. Directors of LTC do not serve for a fixed term and there is no requirement for them to retire by rotation nor to make themselves eligible for re-election.

The office of a director shall be vacated if, amongst other things, such director (a) becomes prohibited by applicable law from being a Director, (b) becomes bankrupt or makes any arrangement or composition with his or her creditors, (c) dies or is found to be or becomes of unsound mind, (d) resigns his or her office by notice in writing to LTC, (e) without special leave of absence from the board, is absent from meetings of the board for three consecutive meetings, and the board resolves that his or her office be vacated; or (f) is removed from office pursuant to any other provision of the Amended LTC Articles.

Terms of Directors

A director shall hold office until such time as he or she resigns his office by notice in writing to LTC, is removed from office by ordinary resolution or is otherwise disqualified from acting as a director or removed in accordance with the Amended LTC Articles.

Foreign Private Issuer Status

LTC is an exempted company limited by shares incorporated in 2021 under the laws of the Cayman Islands. After the consummation of the Business Combination, LTC will report under the Exchange Act as a non-U.S. company with foreign private issuer status. Under Rule 405 of the Securities Act, the determination of foreign private issuer status is made annually on the last business day of an issuer's most recently completed second fiscal quarter and, accordingly, the next determination will be made with respect to LTC on June 30, 2023. For so long as LTC qualifies as a foreign private issuer, it will be exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the rules under the Exchange Act requiring the filing of quarterly reports on Form 10-Q or current reports on Form 8-K with the SEC;
- the sections of the Exchange Act regulating the solicitation of proxies, consents, or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the selective disclosure rules by issuers of material nonpublic information under Regulation Fair Disclosure, or Regulation FD, which regulates selective disclosure of material non-public information by issuers.

LTC will be required to file an annual report on Form 20-F within four months of the end of each fiscal year. In addition, LTC intends to publish its results on a quarterly basis through press releases, distributed pursuant to the rules and regulations of Nasdaq. Press releases relating to financial results and material events will also be furnished to the SEC on Form 6-K. However, the information LTC is required to file with or furnish to the SEC will be less extensive and less timely compared to that required to be filed with the SEC by U.S. domestic issuers. Accordingly, after the Business Combination, LTC shareholders will receive less or different information about LTC than a shareholder of a U.S. domestic public company would receive.

LTC is a non-U.S. company with foreign private issuer status, and, after the consummation of the Business Combination, will be listed on Nasdaq. Nasdaq listing rules permit a foreign private issuer like LTC to follow the corporate governance practices of its home country. Certain corporate governance practices in the Cayman Islands, which is LTC's home country, may differ significantly from Nasdaq corporate governance listing standards. Among other things, LTC is not required to have:

- a majority of the board of directors consist of independent directors;
- a compensation committee consisting of independent directors;
- a nominating committee consisting of independent directors; or
- regularly scheduled executive sessions with only independent directors each year.

Although not required and as may be changed from time to time, LTC intends to have, as of the consummation of the Business Combination, a majority-independent compensation committee and nominating and corporate governance committee. Subject to the foregoing, LTC intends to rely on the exemptions listed above. As a result, you may not be provided with the benefits of certain corporate governance requirements of Nasdaq applicable to U.S. domestic public companies.

Code of Business Conduct and Ethics

Lotus Tech has adopted a Code of Business Conduct and Ethics applicable to its directors, officers and employees. Lotus Tech seeks to conduct business ethically, honestly, and in compliance with applicable laws and regulations. Lotus Tech's Code of Business Conduct and Ethics sets out the principles designed to guide Lotus Tech's business practices — compliance, integrity, respect and dedication. The code applies to all directors, officers, employees and extended workforce, including Chairperson and Chief Executive Officer and Chief Financial Officer. Relevant sections of the code also apply to members of the Lotus Tech board of directors. Lotus Tech expects its suppliers, contractors, consultants, and other business partners to follow the principles set forth in its code when providing goods and services to Lotus Tech or acting on Lotus Tech's behalf.

Compensation of Directors and Executive Officers

For the year ended December 31, 2021, Lotus Tech paid an aggregate of RMB3.4 million in cash and benefits to Lotus Tech's executive officers as a group and we did not pay any compensation to our non-executive directors. Lotus Tech has not set aside or accrued any amount to provide pension, retirement or other similar benefits to its executive officers. Lotus Tech's PRC subsidiaries are required by law to make contributions equal to certain percentages of each employee's salary for his or her pension insurance, medical insurance, unemployment insurance, work-related injury insurance and maternity insurance and other statutory benefits, and a housing provident fund.

For information regarding share awards granted to Lotus Tech's directors and executive officers, see the section entitled "— *Share Incentive Plan*."

Employment Agreements and Indemnification Agreements

Each of the executive officers is party to an employment agreement with Lotus Tech. Under these agreements, the employment of each of executive officers is for a specified time period, and may be terminated for cause, at any time and without advance notice or compensation, for certain acts of the executive officer, such as conviction or plea of guilty to a felony or any crime involving moral turpitude, negligent or dishonest acts to our detriment, or misconduct or a failure to perform agreed duties. In such case of termination, Lotus

Tech will provide severance payments to the relevant executive officer as expressly required by applicable law of the jurisdiction where the executive officer is based. The employment may also be terminated without cause upon three-month advance written notice. The executive officer may resign at any time with three-month advance written notice.

Each executive officer of Lotus Tech has agreed to hold, both during and after the termination or expiry of his or her employment agreement, in strict confidence and not to use, except as required in the performance of his or her duties in connection with the employment or pursuant to applicable law, any confidential information of Lotus Tech or trade secrets, any confidential information or trade secrets of Lotus Tech's customers or prospective customers, or the confidential or proprietary information of any third party received by Lotus Tech and for which Lotus Tech has confidential obligations. The executive officers have also agreed to disclose in confidence to Lotus Tech all inventions, designs, and trade secrets which they conceive, develop, or reduce to practice during the executive officer's employment with Lotus Tech and to assign all right, title, and interest in them to Lotus Tech, and assist Lotus Tech in obtaining and enforcing patents, copyrights, and other legal rights for these inventions, designs, and trade secrets.

In addition, each executive officer of Lotus Tech has agreed to be bound by non-competition and non-solicitation restrictions during the term of his or her employment and typically for one year following the last date of employment. Specifically, each executive officer has agreed not to (a) approach any suppliers, clients, customers, or contacts of Lotus Tech or other persons or entities introduced to the executive officer in his or her capacity as a representative of Lotus Tech for the purpose of doing business with such persons or entities that will harm the business relationships between Lotus Tech and these persons or entities, (b) assume employment with or provide services to any of the competitors of Lotus Tech, or engage, whether as principal, partner, licensor, or otherwise, any of such competitors, without the express consent of Lotus Tech; or (c) seek directly or indirectly, to solicit the services of any employees of Lotus Tech on or after the date of the executive officer's termination, or in the year preceding such termination, without the express consent of Lotus Tech.

Lotus Tech has also entered into indemnification agreements with each of its directors and executive officers. Under these agreements, Lotus Tech agrees to indemnify its directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being a director or officer of Lotus Tech.

Lotus Tech has entered into indemnification agreements with each of its directors and executive officers. Under these agreements, Lotus Tech agrees, or may agree, to indemnify the relevant directors and executive officers against certain liabilities and expenses incurred by such persons in connection with claims made by reason of their being a director or officer of Lotus Tech.

Share Incentive Plan

The 2022 Share Incentive Plan

In September 2022, the shareholders of LTC approved and adopted the 2022 Share Incentive Plan, to attract and retain the best available personnel, provide additional incentives to employees, directors and consultants, and promote the success of Lotus Tech's business. The maximum aggregate number of ordinary shares that may be issued under the 2022 Share Incentive Plan is 232,751,852. As of December 31, 2022, a total of awards to purchase 46,860,000 ordinary shares have been granted under the 2022 Share Incentive Plan and outstanding, excluding awards that were forfeited or cancelled after the relevant grant dates.

The following paragraphs summarize the principal terms of the 2022 Share Incentive Plan.

Type of Awards. The 2022 Share Incentive Plan permits the awards of options.

Plan Administration. Mr. Qingfeng Feng will administer the 2022 Share Incentive Plan. The plan administrator will determine the participants to receive awards, the type and number of awards to be granted to each participant, and the terms and conditions of each grant.

Award Agreement. Awards granted under the 2022 Share Incentive Plan are evidenced by an award agreement that sets forth the terms, conditions and limitations for each award, which may include the term of

the award, the provisions applicable in the event that the grantee's employment or service terminates, and Lotus Tech's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind the award.

Eligibility. Lotus Tech may grant awards to employees, directors and consultants.

Vesting Schedule. In general, the plan administrator determines the vesting schedule, which is specified in the relevant award agreement.

Exercise of Options. The plan administrator determines the exercise price for each award, which is stated in the relevant award agreement. Options that are vested and exercisable will terminate if they are not exercised prior to the time as the plan administrator determines at the time of grant. However, the maximum exercisable term is ten years from the date of grant.

Transfer Restrictions. Awards may not be transferred in any manner by the participant other than in accordance with the exceptions provided in the 2022 Share Incentive Plan or the relevant award agreement or otherwise determined by the plan administrator.

Termination and Amendment of the Plan . Unless terminated earlier, the 2022 Share Incentive Plan has a term of ten years from the date of its effectiveness. LTC's board of directors has the authority to terminate, amend, suspend or modify the 2022 Share Incentive Plan, provided that certain amendments to the plan require the approval of the shareholders of LTC. However, unless otherwise determined by the plan administrator in good faith, no such action may adversely affect in any material way any award previously issued pursuant to the 2022 Share Incentive Plan.

As of the date of this proxy statement/prospectus, we have not granted options to our directors or executive officers.

MATERIAL TAX CONSIDERATIONS

U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a discussion of U.S. federal income tax considerations of the Mergers generally applicable to U.S. Holders (as defined below) of LCAA Class A Ordinary Shares and LCAA Public Warrants (collectively, "LCAA Securities"). The following also discusses the U.S. federal income tax considerations generally applicable to the ownership and disposition by U.S. Holders of LTC Ordinary Shares or LTC Warrants (collectively, "LTC Securities") received pursuant to the Mergers and to U.S. Holders that elect to have their LCAA Class A Ordinary Shares redeemed for cash. This discussion addresses only those holders of LCAA Securities or LTC Securities that hold such securities as capital assets within the meaning of the Code (generally, property held for investment). This discussion does not discuss all aspects of U.S. federal income taxation, including aspects that may be relevant to holders in light of their particular circumstances or status such as:

- the Sponsor or LCAA's officers or directors;
- financial institutions or financial services entities;
- broker-dealers;
- taxpayers that are subject to the mark-to-market accounting rules;
- tax-exempt entities;
- governments or agencies or instrumentalities thereof;
- S-corporations, partnerships (including an entity or arrangement treated as a partnership for U.S. federal income tax purposes) or other pass-through entities for U.S. federal income tax purposes;
- insurance companies;
- regulated investment companies or real estate investment trusts;
- expatriates or former long-term residents of the United States;
- persons that actually or constructively own five percent or more of our voting shares or five percent or more of the total value of any class of our shares;
- persons that acquired our ordinary shares pursuant to an exercise of employee share options, in connection with employee share incentive plans or otherwise as compensation or in connection with the performance of services;
- persons that hold our ordinary shares as part of a straddle, constructive sale, hedging, conversion or other integrated or similar transaction; and
- persons whose functional currency is not the U.S. dollar.

This discussion is based on the Code, proposed, temporary and final Treasury Regulations promulgated under the Code, and judicial and administrative interpretations thereof, all as of the date hereof. All of the foregoing is subject to change, which change could apply retroactively and could affect the tax considerations described herein. This discussion does not address U.S. federal taxes other than those pertaining to U.S. federal income taxation (such as estate or gift taxes, alternative minimum taxes or the Medicare tax on investment income), nor does it address any aspects of U.S. state or local or non-U.S. taxation.

LCAA has not and does not intend to seek any rulings from the IRS regarding the Business Combination or an exercise of redemption rights. There can be no assurance that the IRS will not take positions inconsistent with the considerations discussed below or that any such positions would not be sustained by a court.

This discussion does not consider the tax treatment of partnerships or other pass-through entities or persons who hold LCAA Securities or LTC Securities through such entities. If a partnership (or any entity or arrangement treated as a partnership for U.S. federal income tax purposes) holds LCAA Securities or LTC Securities, the tax treatment of such partnership and a person treated as a partner of such partnership will generally depend on the status of the partner and the activities of the partnership and the partner. Partnerships

holding any LCAA Securities or LTC Securities and partners of such partnerships should consult their tax advisors as to the particular U.S. federal income tax consequences of the Business Combination, an exercise of redemption rights to them and the ownership and disposition of the LTC Securities.

THE U.S. FEDERAL INCOME TAX TREATMENT OF THE BUSINESS COMBINATION, THE U.S. FEDERAL INCOME TAX TREATMENT OF A REDEMPTION BY HOLDERS OF LCAA SECURITIES AND THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE OWNERSHIP AND DISPOSITION OF THE LTC SECURITIES DEPENDS, IN SOME INSTANCES, ON DETERMINATIONS OF FACT AND INTERPRETATIONS OF COMPLEX PROVISIONS OF U.S. FEDERAL INCOME TAX LAW FOR WHICH NO CLEAR PRECEDENT OR AUTHORITY MAY BE AVAILABLE. IN ADDITION, THE U.S. FEDERAL INCOME TAX TREATMENT OF THE BUSINESS COMBINATION, THE U.S. FEDERAL INCOME TAX TREATMENT OF A REDEMPTION BY HOLDERS OF LCAA SECURITIES AND THE U.S. FEDERAL INCOME TAX CONSIDERATIONS OF OWNING LTC SECURITIES FOR ANY PARTICULAR HOLDER WILL DEPEND ON THE HOLDER'S PARTICULAR TAX CIRCUMSTANCES. EACH HOLDER SHOULD CONSULT ITS TAX ADVISOR WITH RESPECT TO THE PARTICULAR TAX CONSEQUENCES TO SUCH HOLDER OF THE BUSINESS COMBINATION, AN EXERCISE OF REDEMPTION RIGHTS AND THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE OWNERSHIP AND DISPOSITION OF THE LTC SECURITIES, INCLUDING THE EFFECTS OF U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX LAWS.

As used herein, a "U.S. Holder" is a beneficial owner of LCAA Securities or LTC Securities (as the case may be) who or that is, for U.S. federal income tax purposes:

1. a citizen or individual who is a resident of the United States,
2. a corporation (or other entity that is treated as a corporation for U.S. federal income tax purposes) that is created or organized (or treated as created or organized) in or under the laws of the United States or any state thereof or the District of Columbia,
3. an estate whose income is subject to U.S. federal income tax regardless of its source, or
4. a trust if (i) a U.S. court can exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) it has a valid election in place to be treated as a U.S. person.

Effects of the Mergers

Characterization of the Mergers as a Tax-Free Reorganization under Section 368(a) of the Code

The U.S. federal income tax consequences of the Mergers will depend on whether the Mergers, taken together, qualify as a tax-free reorganization within the meaning of Section 368(a) of the Code(a "reorganization"). To qualify as a reorganization, a transaction must generally satisfy certain requirements, including, among others, that either the acquiring corporation continue, either directly or indirectly through certain controlled corporations, a significant line of the acquired corporation's historic business or use a significant portion of the acquired corporation's historic business assets, in each case, within the meaning of Treasury Regulations Section 1.368-1(d). Due to the absence of guidance regarding the application of this requirement to the particular facts of the Mergers, the qualification of the Mergers as a reorganization is subject to significant uncertainty.

The closing of the Business Combination is not conditioned upon the receipt of an opinion of counsel that the Mergers so qualify, and neither LCAA nor LTC intends to request a ruling from IRS regarding the U.S. federal income tax treatment of the Mergers. Accordingly, there can be no assurance that the IRS will not challenge the Mergers' qualification as a reorganization or that a court will not sustain such position.

Tax Consequences of the Mergers

If the Mergers qualify as a reorganization, subject to the discussion below under the heading "—PFIC Considerations of the Mergers," a U.S. Holder of LCAA Securities will generally not recognize gain or loss if,

pursuant to the Mergers, the U.S. Holder exchanges: (i) only LCAA Class A Ordinary Shares for LTC Ordinary Shares, (ii) only LCAA Public Warrants for LTC Warrants or (iii) both LCAA Class A Ordinary Shares for LTC Ordinary Shares and LCAA Public Warrants for LTC Warrants. Additionally, the adjusted tax basis of a LTC Ordinary Share received by a U.S. Holder in the Mergers will generally equal the U.S. Holder's tax basis in the LCAA Class A Ordinary Share surrendered in exchange therefor, the adjusted tax basis of a LTC Warrant received by a U.S. Holder in the Mergers will generally equal the U.S. Holder's tax basis in the LCAA Public Warrant surrendered in exchange therefor, and the holding period for a LTC Security received by a U.S. Holder will generally include such U.S. Holder's holding period for the LCAA Security surrendered in exchange therefor. However, it is unclear whether the redemption rights with respect to the LCAA Class A Ordinary Shares may prevent the holding period of the LTC Ordinary Shares from commencing prior to the termination of such rights.

If the Mergers fail to qualify as a reorganization, a U.S. Holder of LCAA Securities will generally recognize gain or loss in an amount equal to the difference, if any, between the fair market value as of the closing date of the Mergers of LTC Securities received by such holder in the Mergers over such holder's adjusted tax basis in the LCAA Securities surrendered in the Mergers. Any gain or loss so recognized will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder's holding period in the LCAA Securities exceeds one year as of the closing date of the Mergers. Long-term capital gain of non-corporate U.S. Holders (including individuals) is generally eligible for preferential U.S. federal income tax rates. The deductibility of capital losses is subject to limitations. The adjusted tax basis of a LTC Ordinary Share received by a U.S. Holder in the Mergers will equal the fair market value of such share on the Closing Date, the adjusted tax basis of a LTC Warrant received by a U.S. Holder in the Mergers will equal the fair market value of such warrant on the Closing Date, and the holding period for a LTC Security received by a U.S. Holder will begin on the date following the closing date of the Mergers.

PFIC Considerations of the Mergers

If the Mergers qualify as a reorganization, U.S. Holders could nevertheless be required to recognize gain for U.S. federal income tax purposes as a result of the Mergers.

Because LCAA is a blank check company with no active business, it is anticipated that LCAA will be treated as a PFIC for its taxable year that ends as a result of the Business Combination. Section 1291(f) of the Code generally provides that, to the extent provided in Treasury Regulations, any person who transfers stock of a PFIC must recognize gain (if any) on such transfer notwithstanding any other provision of the Code. The U.S. Treasury Department has not promulgated final Treasury Regulations under Section 1291(f) of the Code, but has promulgated proposed Treasury Regulations with a retroactive effective date. If finalized in their current form, such proposed Treasury Regulations would generally require U.S. Holders of LCAA Class A Ordinary Shares to recognize gain (if any) as a result of the Mergers if:

- LCAA was treated as PFIC for any taxable year in which a U.S. Holder held LCAA Securities; and
- the U.S. Holder had not timely made, effective from the first taxable year of its holding period of LCAA Class A Ordinary Shares during which LCAA was treated as a PFIC, a valid election to treat LCAA as a "qualified electing fund" under Section 1295 of the Code (as described below).

The application of these proposed Treasury Regulations to LCAA Public Warrants is unclear and may require gain recognition on the exchange of LCAA Public Warrants for LTC Warrants pursuant to the Merger Agreement, especially since no QEF election with respect to the LCAA Public Warrants may be made under current law.

Any such recognized gain would be subject to the Default PFIC Regime (discussed below).

However, it is difficult to predict whether, in what form, and with what effective date, final Treasury Regulations under Section 1291(f) of the Code and any such other PFIC rules may be adopted and how any such Treasury Regulations would apply. U.S. Holders of LCAA Securities should consult their tax advisors regarding the application of Section 1291(f) of the Code and the proposed Treasury Regulations promulgated thereunder in light of their particular circumstances.

THE RULES DEALING WITH PFICS IN THE CONTEXT OF THE MERGERS ARE VERY COMPLEX AND ARE IMPACTED BY VARIOUS FACTORS. ALL U.S. HOLDERS OF LCAA

SECURITIES SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE CONSEQUENCES TO THEM OF THE PFIC RULES, WHETHER A QEF ELECTION, A MARK-TO-MARKET ELECTION OR ANY OTHER ELECTION IS AVAILABLE AND THE CONSEQUENCES TO THEM OF ANY SUCH ELECTION, AND THE IMPACT OF ANY RELEVANT PROPOSED OR FINAL TREASURY REGULATIONS.

Ownership and Disposition of LTC Securities

Taxation of Dividends and Other Distributions on LTC Ordinary Shares

Subject to the PFIC rules discussed below, if LTC makes a distribution of cash or other property to a U.S. Holder of LTC Ordinary Shares, such distribution will generally be treated as a dividend for U.S. federal income tax purposes to the extent the distribution is paid out of LTC's current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Such dividends will be taxable to a corporate U.S. Holder at regular rates and will not be eligible for the dividends-received deduction generally allowed to domestic corporations in respect of dividends received from other domestic corporations.

Distributions in excess of such earnings and profits will generally be applied against and reduce the U.S. Holder's basis in its LTC Ordinary Shares (but not below zero) and, to the extent in excess of such basis, will be treated as gain from the sale or exchange of such LTC Ordinary Shares. LTC may not determine its earnings and profits on the basis of U.S. federal income tax principles, however, in which case any distribution paid by LTC will be reported as a dividend.

With respect to non-corporate U.S. Holders, dividends will generally be taxed at preferential long-term capital gains rates only if (i) the LTC Ordinary Shares are readily tradable on an established securities market in the United States or (ii) in the event that LTC is deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law, it is eligible for the benefits of the U.S.-PRC income tax treaty (the "Treaty"), in each case provided that LTC is not treated as a PFIC in the taxable year in which the dividend was paid or in any previous year and certain holding period and other requirements are met. However, it is unclear whether the redemption rights with respect to the LCAA Class A Ordinary Shares may prevent the holding period of the LTC Ordinary Shares from commencing prior to the termination of such rights. Moreover, there can be no assurance that LTC Ordinary Shares will be treated as readily tradeable on an established securities market in the United States. U.S. Holders should consult their tax advisors regarding the availability of the lower rate for any dividends paid with respect to LTC Ordinary Shares.

Subject to certain exceptions, dividends on LTC Ordinary Shares will generally be treated as non-U.S. source income and will generally constitute "passive category" income for U.S. foreign tax credit limitation purposes. In the event that LTC is deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law, a U.S. Holder may be subject to PRC withholding taxes on dividends paid on LTC Ordinary Shares. Depending on the U.S. Holder's particular facts and circumstances and subject to a number of complex conditions and limitations, PRC withholding taxes on dividends that are non-refundable under the Treaty may be treated as foreign taxes eligible for credit against a U.S. Holder's U.S. federal income tax liability. A U.S. Holder who does not elect to claim a foreign tax credit for foreign tax withheld may instead claim a deduction for U.S. federal income tax purposes, in respect of such withholding, but only for a year in which such holder elects to do so for all creditable foreign income taxes. The rules governing foreign tax credits are complex and U.S. Holders should consult their tax advisors regarding the availability of the foreign tax credit under their particular circumstances.

Taxation on the Disposition of LTC Securities

Subject to the PFIC rules discussed below, upon a sale or other taxable disposition of LTC Securities, a U.S. Holder will generally recognize capital gain or loss. The amount of gain or loss recognized will generally 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 such securities.

Long-term capital gains recognized by non-corporate U.S. Holders are generally subject to U.S. federal income tax at a reduced rate of tax. Capital gain or loss will be long-term capital gain or loss if the U.S. Holder's holding period for the securities exceeds one year. However, it is unclear whether the redemption

rights with respect to the LCAA Class A Ordinary Shares may prevent the holding period of the LTC Ordinary Shares from commencing prior to the termination of such rights. The deductibility of capital losses is subject to limitations. Any gain or loss realized by a U.S. Holder on the disposition of LTC Securities will generally be treated as U.S. source gain or loss, which will generally limit the availability of foreign tax credits.

If LTC is deemed to be a PRC resident enterprise under the PRC Enterprise Income Tax Law, gains from the disposition of LTC Ordinary Shares or LTC Warrants may be subject to PRC income tax. Such gains will generally be U.S. source gains for U.S. foreign tax credit purposes. If a U.S. Holder is eligible for the benefits of the Treaty, such holder may be able to elect to treat such gain as PRC source income under the Treaty. Pursuant to recently issued Treasury Regulations, however, if a U.S. Holder is not eligible for the benefits of the Treaty or does not elect to apply the Treaty, then such holder may not be able to claim a foreign tax credit arising from any PRC tax imposed on the disposition of LTC Ordinary Shares or LTC Warrants. The rules regarding foreign tax credits and deduction of foreign taxes are complex. U.S. Holders should consult their tax advisors regarding the availability of a foreign tax credit or deduction in light of their particular circumstances, including their eligibility for benefits under the Treaty, and the potential impact of the recently issued Treasury Regulations.

Exercise, Lapse or Redemption of a LTC Warrant

Subject to the PFIC rules discussed below and except as discussed below regarding a cashless exercise, a U.S. Holder will generally not recognize gain or loss upon the exercise of a LTC Warrant. A LTC Ordinary Share acquired pursuant to the exercise of a LTC Warrant for cash will generally have a tax basis equal to the U.S. Holder's tax basis in the LTC Warrant, increased by the amount paid to exercise the LTC Warrant. It is unclear whether a U.S. Holder's holding period for the LTC Ordinary Share will commence on the date of exercise of the LTC Warrant or the day following the date of exercise of the LTC Warrant; in either case, the holding period will not include the period during which the U.S. Holder held the LTC Warrant. If a LTC Warrant is allowed to lapse unexercised, a U.S. Holder will generally recognize a capital loss equal to such holder's tax basis in the LTC Warrant.

Because of the absence of authority specifically addressing the treatment of a cashless exercise of warrants under current U.S. federal income tax law, the treatment of such a cashless exercise is unclear. Subject to the PFIC rules discussed below, a cashless exercise may be tax-free, 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. Alternatively, a cashless exercise could be treated as a taxable exchange in which gain or loss would be recognized.

In either tax-free situation, a U.S. Holder's tax basis in the LTC Ordinary Shares received would generally equal the U.S. Holder's tax basis in the LTC Warrants exercised therefore. If a cashless exercise is not treated as a realization event, it is unclear whether a U.S. Holder's holding period for the LTC Ordinary Shares received on exercise would be treated as commencing on the date of exercise of the LTC Warrants or the following day. If a cashless exercise is treated as a recapitalization, the holding period of the LTC Ordinary Share received will include the holding period of the LTC Warrant.

If a cashless exercise is treated as a taxable exchange, a U.S. Holder could be deemed to have surrendered LTC Warrants with an aggregate fair market value equal to the exercise price for the total number of warrants to be exercised. In this case, subject to the PFIC rules discussed below, the U.S. Holders would recognize capital gain or loss in an amount equal to the difference between the fair market value of the LTC Warrants deemed surrendered and the U.S. Holder's tax basis in such warrants. A U.S. Holder's tax basis in the LTC Ordinary Shares received would equal the sum of the U.S. Holder's initial investment in the LTC Warrants exercised (i.e., the U.S. Holder's purchase price for the LTC Warrants (or the portion of such U.S. Holder's purchase price for units that is allocated to the LTC Warrants)) and the exercise price of such LTC Warrants. It is unclear whether a U.S. Holder's holding period for the LTC Ordinary Shares would commence on the date of exercise of the LTC Warrants or the day following the date of exercise of the LTC Warrants.

We expect a cashless exercise of LTC Warrants (including after LTC provides notice of its intent to redeem LTC Warrants for cash) to be treated as a recapitalization for U.S. federal income tax purposes. However, there can be no assurance which, if any, of the alternative tax characterizations 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 LTC Warrants.

Subject to the PFIC rules described below, if LTC redeems LTC Warrants for cash pursuant to the redemption provisions of the LTC Warrants or if LTC purchases LTC Warrants in an open market transaction, such redemption or purchase will generally be treated as a taxable disposition of such LTC Warrants by the U.S. Holder, taxed as described above under "*Taxation on the Disposition of LTC Securities*."

Possible Constructive Distributions

Consistent with the terms of the LCAA Warrants, the terms of each LTC Warrant provide for an adjustment to the number of LTC Ordinary Shares for which the warrant may be exercised or to the exercise price of the warrant in certain events. An adjustment that has the effect of preventing dilution is generally not taxable to U.S. Holders of LTC Warrants. However, the U.S. Holders of LTC Warrants would be treated as receiving a constructive distribution from LTC if, for example, the adjustment increases the warrant holder's proportionate interest in LTC's assets or earnings and profits (e.g., through an increase in the number of LTC Ordinary Shares that would be obtained upon exercise or through a decrease to the exercise price) as a result of a distribution of cash to the holders of LTC Ordinary Shares that is taxable to the U.S. Holders of such LTC Ordinary Shares as a distribution as described above under "*Taxation of Dividends and Other Distributions on LTC Ordinary Shares*." Such a constructive distribution to the U.S. Holders of the warrants would be subject to tax as described under that section in the same manner as if the U.S. Holders of the warrants received a cash distribution from LTC equal to the fair market value of the increase in the interest.

PFIC Considerations

Definition of a PFIC

A foreign (i.e., non-U.S.) corporation will be a PFIC for U.S. federal income tax purposes if at least 75% of its gross income in a taxable year of the foreign corporation, including its pro rata share of the gross income of any corporation in which it is considered to own at least 25% of the shares by value (a "Look-Through Subsidiary"), is passive income. Alternatively, a foreign corporation will be a PFIC if at least 50% of its assets in a taxable year of the foreign corporation, ordinarily determined based on fair market value and averaged quarterly over the year, including such foreign corporation's pro rata share of the assets of any Look-Through Subsidiary (and excluding the value of the shares held in such corporation), are held for the production of, or produce, passive income. Passive income generally includes dividends (excluding any dividends received from a Look-Through Subsidiary), interest, rents and royalties (other than certain rents or royalties derived from the active conduct of a trade or business) and net gains from the disposition of passive assets.

PFIC Status of LTC

Based on the anticipated assets and income of the combined company, LTC is not expected to be a PFIC for its current taxable year ending December 31, 2023 or subsequent taxable years. However, LTC's PFIC status for any taxable year is an annual factual determination that can be made only after the end of such taxable year and may depend in part on the value of its unbooked goodwill (which is generally determined in large part by reference to the market price of the LTC Ordinary Shares from time to time, which could be volatile); accordingly, there can be no assurances regarding LTC's PFIC status for its current taxable year or any future taxable year.

Application of PFIC Rules

If LTC is determined to be a PFIC for any taxable year (or portion thereof) that is included in a U.S. Holder's holding period in LTC Securities, then such holder will generally be subject to special rules (the "Default PFIC Regime") unless, in the case of ordinary shares, the U.S. Holder made (i) a timely and effective QEF election in respect of LTC's first taxable year as a PFIC in which the U.S. Holder held LTC Ordinary Shares (such taxable year as it relates to each U.S. Holder, the "First PFIC Holding Year"), (ii) a QEF election along with a purging election, or (iii) a "mark- to-market" election, each as described below under "QEF Election, Mark-to-Market Election and Purging Election." The Default PFIC Regime applies with respect to:

- any gain recognized by the U.S. Holder on the sale or other disposition of its LTC Securities; and
- any "excess distribution" made to the U.S. Holder (generally, any distributions to such U.S. Holder during a taxable year of the U.S. Holder that are greater than 125% of the average annual distributions received by such U.S. Holder in respect of its ordinary shares during the three preceding taxable years of such U.S. Holder or, if shorter, such U.S. Holder's holding period for such ordinary shares).

Under the Default PFIC Regime:

- the U.S. Holder's gain or excess distribution will be allocated ratably over the U.S. Holder's holding period for its LTC Securities;
- the amount of gain allocated to the U.S. Holder's taxable year in which the U.S. Holder recognized the gain or received the excess distribution, or to the period in the U.S. Holder's holding period before the first day of the First PFIC Holding Year, will be taxed as ordinary income;
- the amount of gain allocated to other taxable years (or portions thereof) of the U.S. Holder and included in such U.S. Holder's holding period will be taxed at the highest tax rate in effect for that year and applicable to the U.S. Holder; and
- an additional tax equal to the interest charge generally applicable to underpayments of tax will be imposed on the U.S. Holder in respect of the tax attributable to each such other taxable year of such U.S. Holder.

Additionally, absent certain elections described below, a determination that LTC is a PFIC for any taxable year in which a U.S. Holder holds shares in such entity will generally continue to apply to such U.S. Holder for subsequent years in which the holder continues to hold shares in such entity (including a successor entity), whether or not such entity continues to be a PFIC.

ALL U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE EFFECTS OF THE PFIC RULES ON THE EXCHANGE OR REDEMPTION OF LCAA CLASS A ORDINARY SHARES AND ON THE OWNERSHIP OR DISPOSITION OF LTC SECURITIES, INCLUDING THE IMPACT OF ANY RELEVANT PROPOSED OR FINAL TREASURY REGULATIONS.

QEF Election and Mark-to-Market Election

In general, if LTC is determined to be a PFIC, a U.S. Holder may avoid the Default PFIC Regime with respect to its LTC Ordinary Shares (but not LTC Warrants) by making a timely and effective "qualified electing fund" election under Section 1295 of the Code (a "QEF Election") with respect to such holder's First PFIC Holding Year. In order to comply with the requirements of a QEF Election with respect to LTC Ordinary Shares, a U.S. Holder must receive certain information from LTC. Because LTC does not intend to provide such information, however, the QEF Election will not be available to U.S. Holders with respect to LTC Ordinary Shares.

Alternatively, if a U.S. Holder, at the close of its taxable year, owns (or is deemed to own) shares in a PFIC that are treated as marketable shares, the U.S. Holder may make a mark-to-market election with respect to such shares for such taxable year. If a U.S. Holder makes (or has made) a valid mark-to-market election with respect to LTC Ordinary Shares for such holder's First PFIC Holding Year, such holder will generally not be subject to the Default PFIC Regime in respect to its LTC Ordinary Shares as long as such shares continue to be treated as marketable shares. Instead, the U.S. Holder will generally include as ordinary income for each year in its holding period that LTC is treated as a PFIC the excess, if any, of the fair market value of its LTC Ordinary Shares at the end of its taxable year over the adjusted basis in its ordinary shares. The U.S. Holder also will be allowed to take an ordinary loss in respect of the excess, if any, of the adjusted basis of its LTC Ordinary Shares over the fair market value of such 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 LTC Ordinary 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 such shares in a taxable year in which LTC is treated as a PFIC will be treated as ordinary income. Special tax rules may also apply if a U.S. Holder makes a mark-to-market election for a taxable year after such holder's First PFIC Holding Year.

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, including the Nasdaq. U.S. Holders should consult their own tax advisors regarding the availability and tax consequences of a mark-to- market election in respect of LTC Ordinary Shares under their particular circumstances.

If LTC is a PFIC and, at any time, has an equity interest in any foreign entity that is classified as a PFIC, U.S. Holders would generally be deemed to own a proportionate amount (by value) of the shares of such lower-tier PFIC, and generally could incur liability for the deferred tax and interest charge described above if LTC receives a distribution from, or disposes of all or part of LTC's 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, in each case, as if the U.S. Holder held such shares directly, even though the U.S. Holder will not receive any proceeds of those distributions or dispositions. A mark-to-market election generally would not technically be available with respect to such lower-tier PFIC. U.S. Holders are urged to consult their own 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 market-to-market election is made) with such U.S. Holder's U.S. federal income tax return and provide such other information as may be required by the U.S. Treasury Department. The rules dealing with PFICs and with the QEF 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 LTC Securities should consult their own tax advisors concerning the application of the PFIC rules to LTC Securities under their particular circumstances.

THE PFIC RULES ARE COMPLEX AND THEIR APPLICATION IS AFFECTED BY VARIOUS FACTORS IN ADDITION TO THOSE DESCRIBED ABOVE. ALL U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING THE APPLICATION OF THE PFIC RULES TO THEM, INCLUDING WITH RESPECT TO WHETHER A QEF ELECTION (OR A QEF ELECTION ALONG WITH A PURGING ELECTION), A MARK-TO-MARKET ELECTION OR ANY OTHER ELECTION IS AVAILABLE AND THE CONSIDERATIONS RELEVANT TO THEM OF ANY SUCH ELECTION, THE APPLICATION OF THE PFIC RULES TO WARRANTS, AND THE IMPACT OF ANY PROPOSED OR FINAL PFIC TREASURY REGULATIONS.

Effects to U.S. Holders of Exercising Redemption Rights

The U.S. federal income tax consequences to a U.S. Holder of LCAA Class A Ordinary Shares that exercises its redemption rights to receive cash from the Trust Account in exchange for all or a portion of its LCAA Class A Ordinary Shares will generally depend on whether the redemption qualifies as a sale of LCAA Class A Ordinary Shares redeemed under Section 302 of the Code or is treated as a distribution under Section 301 of the Code (each as discussed below), as well as on whether such holder has made a timely and effective QEF Election or Mark-to-Market Election.

The redemption of LCAA Class A Ordinary Shares will generally qualify as a sale of the LCAA Class A Ordinary Shares that is redeemed if such redemption (i) is "substantially disproportionate" with respect to the redeeming U.S. Holder, (ii) results in a "complete termination" of such U.S. Holder's interest in LCAA or (iii) is "not essentially equivalent to a dividend" with respect to such U.S. Holder. These tests are explained more fully below.

For purposes of such tests, a U.S. Holder takes into account not only LCAA Class A Ordinary Shares actually owned by such U.S. Holder, but also LCAA Class A Ordinary Shares that are constructively owned by such U.S. Holder. A redeeming U.S. Holder may constructively own, in addition to LCAA Class A Ordinary Shares owned directly, LCAA Class A Ordinary Shares owned by certain related individuals and entities in which such U.S. Holder has an interest or that have an interest in such U.S. Holder, as well as any LCAA Class A Ordinary Shares such U.S. Holder has a right to acquire by exercise of an option, which would generally include any LCAA Class A Ordinary Shares that could be acquired pursuant to the exercise of LCAA Public Warrants.

The redemption of LCAA Class A Ordinary Shares will generally be "substantially disproportionate" with respect to a redeeming U.S. Holder if the percentage of LCAA outstanding voting shares that such U.S.

Holder actually or constructively owns immediately after the redemption is less than (i) 80% of the percentage of LCAA outstanding voting shares that such U.S. Holder actually or constructively owned immediately before the redemption and (ii) 50% of the total combined voting power of LCAA Class A Ordinary Shares. There will be a complete termination of such U.S. Holder's interest if either (i) all LCAA Class A Ordinary Shares actually or constructively owned by such U.S. Holder is redeemed or (ii) all LCAA Class A Ordinary Shares actually owned by such U.S. Holder is redeemed and such U.S. Holder is eligible to waive, and effectively waives in accordance with specific rules, the attribution of LCAA Class A Ordinary Shares owned by certain family members and such U.S. Holder does not constructively own any other LCAA Class A Ordinary Shares. The redemption of LCAA Class A Ordinary Shares will not be essentially equivalent to a dividend if it results in a "meaningful reduction" of such U.S. Holder's proportionate interest in LCAA. Whether the redemption will result in a meaningful reduction in such U.S. Holder's proportionate interest will depend on the U.S. Holder's particular facts and circumstances. 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.

If the redemption qualifies as a sale of LCAA Class A Ordinary Shares by the U.S. Holder under Section 302 of the Code, the U.S. Holder will generally be required to recognize gain or loss in an amount equal to the difference, if any, between the amount of cash received and the tax basis of the LCAA Class A Ordinary Shares redeemed. Such gain or loss will generally be treated as a capital gain or loss, and will be treated as a long-term capital gain or loss if the U.S. Holder's holding period in the LCAA Class A securities exceeds one year on the date of the redemption and if such LCAA Class A Ordinary Shares were held as a capital asset. A U.S. Holder's tax basis in such LCAA Class A Ordinary Shares will generally equal the U.S. Holder's cost of such shares.

If none of the above tests is satisfied, a redemption will be treated as a distribution with respect to LCAA Class A Ordinary Shares under Section 301 of the Code and will generally constitute a dividend for U.S. federal income tax purposes to the extent paid out of LCAA's current or accumulated earnings and profits, as determined under U.S. federal income tax principles. A distribution in excess of such current and accumulated earnings and profits will constitute a return of capital that will be applied against and reduce (but not below zero) the U.S. Holder's adjusted tax basis in the U.S. Holder's LCAA Class A Ordinary Shares. Any remaining excess will be treated as gain realized on the sale or other disposition of the LCAA Class A Ordinary Shares. After the application of the foregoing rules, any remaining tax basis a U.S. Holder has in the redeemed LCAA Class A Ordinary Shares will be added to the adjusted tax basis in such holder's remaining LCAA Class A Ordinary Shares. If there is no such remaining LCAA Class A Ordinary Shares, a U.S. Holder should consult its tax advisor as to the allocation of any remaining basis.

The PFIC rules (as described above with respect to LTC and LTC Ordinary Shares) will generally apply to the redemption of LCAA Class A Ordinary Shares.

Certain U.S. Holders may be subject to special reporting requirements with respect to a redemption of LCAA Class A Ordinary Shares. U.S. Holders should consult their tax advisors with respect to any applicable reporting requirements.

U.S. Holders who hold different blocks of shares (including as a result of holding different blocks of LCAA Class A Ordinary Shares purchased or acquired on different dates or at different prices) should consult their tax advisors to determine how the above rules apply to them.

ALL U.S. HOLDERS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE TAX CONSEQUENCES TO THEM OF A REDEMPTION OF ALL OR A PORTION OF THEIR LCAA CLASS A ORDINARY SHARES PURSUANT TO AN EXERCISE OF REDEMPTION RIGHTS.

Cayman Islands Tax Considerations

The following summary contains a description of certain Cayman Islands income tax consequences of the acquisition, ownership and disposition of ordinary shares, but it does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase ordinary shares. The summary is based upon the tax laws of Cayman Islands and regulations thereunder as of the date hereof, which are subject to change.

Prospective investors should consult their professional advisers on the possible tax consequences of buying, holding or selling any shares under the laws of their country of citizenship, residence or domicile.

The following is a discussion on certain Cayman Islands income tax consequences of an investment in LCAA's Class A ordinary shares and LTC Ordinary Shares. The discussion is a general summary of present law, which is subject to prospective and retroactive change. It is not intended as tax advice, does not consider any investor's particular circumstances, and does not consider tax consequences other than those arising under Cayman Islands law.

Under Existing Cayman Islands Laws:

Payments of dividends and capital in respect of LCAA's securities and LTC's securities will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of interest and principal or a dividend or capital to any holder of LCAA Class A ordinary shares or LTC Ordinary Shares, as the case may be, nor will gains derived from the disposal of the LCAA Class A ordinary shares or LTC Ordinary Shares be subject to Cayman Islands income or corporation tax. The Cayman Islands currently have no income, corporation or capital gains tax and no estate duty, inheritance tax or gift tax.

No stamp duty is payable in respect of the issue of LCAA's securities or LTC's securities or on an instrument of transfer in respect of LCAA's securities or LTC's securities.

LCAA has been incorporated under the laws of the Cayman Islands as an exempted company with limited liability and, as such, LCAA has obtained undertakings from the Governor in Cabinet of the Cayman Islands in the following form:

The Tax Concessions Act (As Amended)

Undertaking as to Tax Concessions

In accordance with the provision of The Tax Concessions Act (As Amended), the following undertaking is hereby given to *L* Catterton Asia Acquisition Corp:

(a) That no law which is hereafter enacted in the Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to the Company or its operations; and

(b) In addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:

  (i) on or in respect of the shares, debentures or other obligations of the Company; or

  (ii) by way of the withholding in whole or part, of any relevant payment as defined in the Tax Concessions Act (As Revised).

These concessions shall be for a period of 20 years from January 8, 2021.

LTC has been incorporated under the laws of the Cayman Islands as an exempted company with limited liability and, as such, LTC may obtain undertakings from the Governor in Cabinet of the Cayman Islands:

(a) that no law which is hereafter enacted in the Cayman Islands imposing any tax to be levied on profits, income, gains or appreciations shall apply to LTC or its operations; and

(b) in addition, that no tax to be levied on profits, income, gains or appreciations or which is in the nature of estate duty or inheritance tax shall be payable:

  (i) on or in respect of the shares, debentures or other obligations of LTC; or

  (ii) by way of the withholding in whole or part, of any relevant payment as defined in the Tax Concessions Act (As Revised).

The Cayman Islands currently levy no taxes on individuals or corporations based upon profits, income, gains or appreciations and there is no taxation in the nature of inheritance tax or estate duty. There are no other taxes likely to be material to LTC levied by the Government of the Cayman Islands save certain stamp duties which may be applicable, from time to time, on certain instruments executed in or brought within the jurisdiction of the Cayman Islands.

DESCRIPTION OF LTC SECURITIES

The following description of the material terms of the securities of LTC includes a summary of specified provisions of the Amended LTC Articles that will be in effect on the Closing Date and immediately prior to the First Effective Time. This description is qualified by reference to the Amended LTC Articles as will be in effect on the Closing Date and immediately prior to the First Effective Time. In this section, the terms "we", "our" or "us" refer to LTC following the consummation of the Business Combination, and all capitalized terms used in this section are as defined in the Amended LTC Articles, unless elsewhere defined herein.

LTC is a Cayman Islands exempted company with limited liability and immediately following the consummation of the Business Combination its affairs will be governed by the Amended LTC Articles, the Cayman Islands Companies Act, and the common law of the Cayman Islands.

LTC's authorized share capital consists of 5,000,000,000 shares of a par value of US$0.00001 each consisting of (i) 4,500,000,000 LTC Ordinary Shares of a par value of US$0.00001 each, and (ii) 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC board of directors may determine in accordance with the Amended LTC Articles. All LTC Ordinary Shares issued and outstanding at the consummation of the Business Combination will be fully paid and non-assessable.

The Amended LTC Articles will become effective on the Closing Date and immediately prior to the First Effective Time. The following are summaries of material provisions of the Amended LTC Articles and the Cayman Islands Companies Act insofar as they relate to the material terms of the LTC Ordinary Shares.

Ordinary Shares

General

All of LTC's issued and outstanding ordinary shares are fully paid and non-assessable.

LTC's shareholders who are non-residents of the Cayman Islands may freely hold and vote their ordinary shares. The Amended LTC Articles prohibit LTC from issuing bearer or negotiable shares. LTC may not issue share to bearer and LTC Ordinary Shares are issued in registered form, which will be issued when registered in LTC's register of members.

LTC will maintain a register of its shareholders and a shareholder will only be entitled to a share certificate if the board of directors of LTC resolves that share certificates be issued.

Dividends

The holders of LTC Ordinary Shares are entitled to receive such dividends as may be declared by the board of directors subject to the Amended LTC Articles and the Cayman Islands Companies Act. In addition, LTC shareholders may by ordinary resolution declare a dividend, but no dividend may exceed the amount recommended by the board of directors. Under Cayman Islands law, dividends may be paid only out of profits (including retained earnings), or out of the share premium account (subject to a solvency test being met immediately following the payment of the dividend). No dividend may be declared and paid unless our directors determine that LTC has funds lawfully available for such purpose and that, immediately after the payment, LTC will be able to pay its debts as they fall due in the ordinary course of business.

Voting Rights

Voting at any meeting of shareholders will be decided by poll and not by way of a show of hands. A poll shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting.

Every shareholder present at a meeting of shareholders shall have one vote for each ordinary share of which he is the holder.

All questions submitted to a meeting shall be decided by an ordinary resolution except where a greater majority is required by the Amended LTC Articles or by the Cayman Islands Companies Act. In the case of an equality of votes, the chairperson of the meeting shall be entitled to a second or casting vote.

An ordinary resolution to be passed by the shareholders will require a simple majority of votes cast, while a special resolution will require not less than two-thirds of votes cast, by such shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorized representatives, at a general meeting of LTC held in accordance with the Amended LTC Articles.

Transfer of Ordinary Shares

Subject to the restrictions contained in the Amended LTC Articles and the rules or regulations of Nasdaq or any relevant securities laws, any LTC shareholders may transfer all or any of their LTC Ordinary Shares by an instrument of transfer in any usual or common form or in a form prescribed by the Designated Stock Exchange or in any other form approved by the board of directors of LTC.

Subject to the rules of Nasdaq and to any rights and restrictions for the time being attached to any share, the directors of LTC may decline to register any transfer of any share which is not fully paid up or on which LTC has a lien. The LTC directors may also decline to register any transfer of a share if such transfer would breach or cause a breach of: (i) the rules of Nasdaq; or (ii) applicable law or regulation. The Directors may also decline to register any transfer of any share unless:

- the instrument of transfer is lodged with LTC, or the designated transfer agent or share registrar, accompanied by the certificate for the shares to which it relates (if any) and such other evidence as the board of directors of LTC may reasonably require to show the right of the transferor to make the transfer;
- the instrument of transfer is in respect of only one class of shares;
- the instrument of transfer is properly stamped, if required;
- in the case of a transfer to joint holders, the number of joint holders to whom the Share is to be transferred does not exceed four; and
- a fee of such maximum sum as Nasdaq may determine to be payable, or such lesser sum as the board of directors of LTC may from time to time require, is paid to LTC in respect thereof.

If the board of directors of LTC refuses to register a transfer they shall, within three calendar months after the date on which the instrument of transfer was lodged, send to each of the transferor and the transferee notice of such refusal, including the relevant reason for such refusal.

Liquidation

On the winding up of LTC, if the assets available for distribution amongst the LTC shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the LTC shareholders pro rata in proportion to the par value of the shares held by them at the commencement of the winding up, subject to a deduction from those shares in respect of which there are monies due, of all monies payable to LTC for unpaid calls or otherwise. If the assets available for distribution are insufficient to repay the whole of the share capital, such assets will be distributed so that, as nearly as may be, the losses are borne by the LTC shareholders in proportion to the par value of the shares held by them. LTC is a Cayman Islands exempted company incorporated with limited liability, and under the Cayman Islands Companies Act, the liability of LTC's members is limited to the amount, if any, unpaid on the shares respectively held by them. The Amended LTC Articles contains a declaration that the liability of our members is so limited.

Calls on Ordinary Shares and Forfeiture of Ordinary Shares

The board of directors of LTC may from time to time make calls upon shareholders for any amounts unpaid on their LTC Ordinary Shares. The LTC Ordinary Shares that have been called upon and remain unpaid are, after a notice period, subject to forfeiture.

Redemption of Ordinary Shares

Subject to the provisions of the Cayman Islands Companies Act, LTC may issue shares that are to be redeemed or are liable to be redeemed at the option of the shareholder or LTC. The redemption of such shares

will be effected in such manner and upon such other terms as LTC may, by either the board of directors of LTC or by the shareholders by ordinary resolution, determine before the issue of the shares.

Variations of Rights of Shares

If at any time the share capital of LTC is divided into different classes of shares, all or any of the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may only be materially and adversely varied with the consent in writing of the holders of at least two-thirds (2/3) of the issued shares of that class, or with the sanction of a special resolution passed by a majority of not less than two-thirds of the votes cast at a separate meeting of the holders of the shares of that class where at least one-third (1/3) of the issued shares of that class are present (provided that if at any adjourned meeting of such holders a quorum as above defined is not present, those shareholders who are present shall form a quorum).

General Meetings of Shareholders

LTC may (but shall not be obliged to) in each calendar year hold an annual general meeting. The annual general meeting shall be held at such time and place as the board of directors of LTC may determine. At least seven (7) calendar days' notice shall be given for any general meeting. The chairperson of our board of directors or the board of directors of LTC may call extraordinary general meetings. The board of directors of LTC must convene an extraordinary general meeting upon the requisition of shareholders holding at least one-third (1/3) of all votes attaching to all issued and outstanding shares of LTC that as at the date of the deposit of the requisition shares carry the right to vote at general meetings of LTC. One or more persons holding or representing by proxy shares which carry in aggregate not less than one-third (1/3) of all votes attaching to all shares in issue and entitled to vote at such general meeting present shall be a quorum for all purposes.

Inspection of Books and Records

The board of directors of LTC will determine whether, to what extent, at what times and places and under what conditions or regulations the accounts and books of LTC will be open to the inspection by LTC shareholders, and no LTC shareholder will otherwise have any right of inspecting any account or book or document of LTC except as required by law or authorized by the board of directors of LTC or LTC shareholders by special resolution.

Changes in Capital

LTC may from time to time by ordinary resolution:

- increase the share capital by such sum, to be divided into shares of such classes and amount, as the resolution will prescribe;
- consolidate and divide all or any share capital into shares of a larger amount than existing shares;
- sub-divide its existing shares or any of them into shares of a smaller amount; provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share will be the same as it was in case of the share from which the reduced share is derived; or
- cancel any shares that at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

LTC may by special resolution reduce its share capital or any capital redemption reserve fund in any manner permitted by the Cayman Islands Companies Act.

Warrants

Upon the consummation of the Business Combination, each LCAA Warrant outstanding immediately prior will be assumed by LTC and converted into an LTC Warrant. Each LTC Warrant will continue to have and be subject to substantially the same terms and conditions as were applicable to such LCAA Warrant immediately prior to the consummation of the Business Combination (including any repurchase rights and cashless exercise provisions).

Exempted Company

LTC is an exempted company with limited liability incorporated under the laws of Cayman Islands. The Cayman Islands Companies Act distinguishes between ordinary resident companies and exempted companies. Any company that is registered in the Cayman Islands but conducts business mainly outside of the Cayman Islands may apply to be registered as an exempted company. The requirements for an exempted company are essentially the same as for an ordinary company except for the exemptions and privileges listed below:

- an exempted company does not have to file an annual return of its shareholders with the Registrar of Companies of the Cayman Islands;
- an exempted company's register of members is not open to inspection;
- an exempted company does not have to hold an annual general meeting;
- an exempted company may issue no par value shares;
- an exempted company may obtain an undertaking against the imposition of any future taxation (such undertakings are usually given for 20 years in the first instance);
- an exempted company may register by way of continuation in another jurisdiction and be deregistered in the Cayman Islands;
- an exempted company may register as a limited duration company; and
- an exempted company may register as a segregated portfolio company.

COMPARISON OF CORPORATE GOVERNANCE AND SHAREHOLDER RIGHTS

This section describes the material differences between the rights of LCAA shareholders before the consummation of the Business Combination, and the rights of LTC shareholders after the Business Combination. These differences in shareholder rights result from the differences between the respective governing documents of LCAA and LTC.

This section does not include a complete description of all differences among such rights, nor does it include a complete description of such rights. Furthermore, the identification of some of the differences of these rights as material is not intended to indicate that other differences that may be equally important do not exist. LCAA shareholders are urged to carefully read the relevant provisions of the Amended LTC Articles that will be in effect as of consummation of the Business Combination (which form is included as Annex B to this proxy statement/prospectus). References in this section to the Amended LTC Articles are references thereto as they will be in effect upon consummation of the Business Combination. However, the Amended LTC Articles may be amended at any time prior to consummation of the Business Combination by mutual agreement of LCAA and LTC or after the consummation of the Business Combination by amendment in accordance with their terms. If the Amended LTC Articles are amended, the below summary may cease to accurately reflect the Amended LTC Articles as so amended.

LCAA	LTC
Authorized Share Capital	
LCAA's authorized share capital is US$22,200 divided into 200,000,000 Class A ordinary shares with a par value of US$0.0001 each, 20,000,000 Class B ordinary shares with a par value of US$0.0001 each and 2,000,000 preference shares with a par value of US$0.0001 each. On a poll, each LCAA Class A Ordinary Share and LCAA Class B Ordinary Share shall be entitled to one vote on all matters subject to a vote of the shareholders.	LTC's authorized share capital is US$50,000 divided into 5,000,000,000 shares of a par value of US$0.00001 each consisting of (i) 4,500,000,000 LTC Ordinary Shares of a par value of US$0.00001 each, and (ii) 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the LTC board of directors may determine in accordance with the Amended LTC Articles. Each LTC Ordinary Share shall be entitled to one vote on all matters subject to a vote of the shareholders.
Rights of Preference Shares	
Subject to the Amended LCAA Articles and applicable rules and regulations of Nasdaq or any competent regulatory authority or otherwise under applicable law, and subject to any direction that may be given by the LCAA shareholders in general meeting, the directors may allot, issue, grant options or otherwise dispose of LCAA shares with or without preferred, deferred or other rights or restrictions, provided the directors shall not do any of the foregoing to the extent it may affect the ability of LCAA to carry out the conversion of the LCAA Class B Ordinary Shares in accordance with the Amended LCAA Articles.	Subject to the Amended LTC Articles, the directors may issue, out of the authorized share capital of LTC (other than authorized but unissued LTC Ordinary Shares), series of preferred shares in their absolute discretion and without approval of LTC shareholders and to establish the number of shares to constitute such series and any voting rights, powers, preferences and relative, participating, optional and other special rights, and any qualifications, limitations and restrictions of such series.
Number and Qualification of Directors	
The board of directors must consist of not less than one person provided that LCAA may from time to time by ordinary resolution increase or reduce the limits in the number of directors.	The board of directors must consist of no less than three directors and the exact number of directors shall be determined from time to time by the board of directors.

LCAA	LTC
	Directors will not be required to hold any shares in LTC.
Election/Removal of Directors	
Prior to the consummation of an initial business combination, only holders of Class B Ordinary Shares will have the right to vote on the election and removal of directors and may remove a director for any reason.	The directors may, by the affirmative vote of a simple majority of the remaining directors present and voting at a board meeting, appoint any person to be a director so as to fill a casual vacancy or as an addition to the existing board of directors. Holders of LTC Ordinary Shares may by ordinary resolution appoint any person to be a director and may in like manner remove any director and may appoint another person to replace that director (except with regard to the removal of the chairperson of the board of directors, who may be removed from office by special resolution).
Cumulative Voting	
Holders of LCAA Public Shares will not have cumulative voting rights.	Holders of LTC Ordinary Shares will not have cumulative voting rights.
Vacancies on the Board of Directors	
The office of a Director shall be vacated in any of the following events namely: (a) if he resigns his office by notice in writing signed by him and left at the registered office of LCAA; (b) if he absents himself (for the avoidance of doubt, without being represented by proxy or an alternate director appointed by him) from three consecutive meetings of the board of directors without special leave of absence from the directors, and the directors pass a resolution that he has by reason of such absence vacated office; (c) if he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally; (d) if he becomes of unsound mind; (e) if he ceases to be a director by virtue of, or becomes prohibited from being a Director by reason of, an order made under any provisions of any law or enactment; (f) if he be requested by all of the other directors to vacate office; or (g) if he is removed from office pursuant to the provisions of the Amended LCAA Articles.	The office of any director shall be vacated if the director: (a) becomes prohibited by applicable law from being a director; (b) becomes bankrupt or makes any arrangement or composition with his creditors; (c) dies or is found to be or becomes of unsound mind; (d) resigns his office by notice in writing to LTC; (e) without special leave of absence from the board, is absent from meetings of the board for three consecutive meetings and the board resolves that his office be vacated; or (f) is removed from office pursuant to the provisions of the Amended LTC Articles.

LCAA	LTC
Amendment to Articles of Association	
The Amended LCAA Articles may be amended by a special resolution of the shareholders in the manner prescribed by the Cayman Islands Companies Act; provided that any special resolution to amend the provisions relating to the appointment and the removal of directors prior to the consummation of an initial business combination must include approval of a simple majority of the holders of LCAA Class B Ordinary Shares, and further provided that any special resolution to amend Article 201(b) (which provides for redemption rights in the event of any amendment to the Amended LCAA Articles that would affect either the substance or timing of the Company's obligation to redeem 100% of the LCAA Public Shares if LCAA has not consummated an initial business combination within 24 months after the date of the closing of the IPO, or with respect to any other provision of the Amended LCAA Articles relating to the rights of holders of LCAA Class A Ordinary Shares) requires approval of 100 per cent of the votes cast at a meeting of shareholders.	The Amended LTC Articles may only be amended by shareholders by a special resolution of the shareholders in the manner prescribed by the Cayman Islands Companies Act.
Quorum	
Shareholders. One or more shareholders holding at least a majority in par value of the issued LCAA Public Shares entitled to attend and vote at a general meeting shall be a quorum for such general meeting of LCAA. *Board of Directors.* The quorum for the transaction of the business of LCAA Board of directors may be fixed by the directors, and unless so fixed shall be a majority of the directors then in office	*Shareholders.* One or more persons holding or representing by proxy shares which carry in the aggregate no less than one-third (1/3) of all votes attaching to all shares in issue and entitled to vote at general meeting present shall be a quorum for such general meeting of LTC. *Board of Directors.* The quorum for the transaction of the business of the LTC board of directors may be fixed by the directors, and unless so fixed shall be a majority of the directors then in office, including the chairperson of the board of directors; provided, however, a quorum shall nevertheless exist at a meeting at which a quorum would exist but for the fact that the chairperson is voluntarily absent from the meeting and notifies the board of his decision to be absent from that meeting, before or at the meeting.
Shareholder Meetings	
As long as any LCAA shares are traded on a designated stock exchange, such as Nasdaq, LCAA shall hold an annual general meeting each year and will specify the meeting as such in the notices calling it. The annual general meeting will be held at such time and place as the directors may determine. The board of directors of LCAA may call a general meeting whenever they think fit, and must convene a meeting upon the requisition of shareholders holding at least 30 per cent in par value of such paid-up capital	LTC may (but shall not be obliged to) hold an annual general meeting in each calendar year and will specify the meeting as such in the notices calling it. The annual general meeting will be held at such time and place as the directors may determine. The chairperson of the board of directors or the board of directors of LTC may call general meetings, and must convene an extraordinary general meeting at the requisition of upon the requisition of shareholders holding at least one-third (1/3) of all

LCAA	LTC
of LCAA as at the date of the deposit of the requisition carries the right to vote at general meetings of LCAA.	votes attaching to all issued and outstanding shares of LTC that as at the date of the deposit of the requisition shares carry the right to vote at general meetings of LTC.
Notice of Shareholder Meetings	
At least five (5) clear days' notice will be given for any general meeting. Every notice will specify the place, the day and the hour of the meeting and the general nature of the business and will be given in the manner mentioned in the Amended LCAA Articles or in such other manner as may be prescribed by LCAA; provided that a general meeting of LCAA will, whether or not the notice has been given and whether or not the provisions of the Amended LCAA Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed: (a) in the case of an annual general meeting, by all shareholders entitled to attend and vote thereat; and (b) in the case of an extraordinary general meeting, by a majority in number of the shareholders having a right to attend and vote at the meeting, being a majority together holding at least ninety-five per cent in nominal value of the shares giving that right.	At least seven (7) calendar days' notice will be given for any general meeting. Every notice will be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and will specify the place, the day and the hour of the meeting and the general nature of the business and will be given in the manner mentioned in the Amended LTC Articles or in such other manner as may be prescribed by LTC; provided that a general meeting of LTC will, whether or not the notice has been given and whether or not the provisions of the Amended LTC Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed: (a) in the case of an annual general meeting, by all shareholders (or their proxies) entitled to attend and vote thereat; and (b) in the case of an extraordinary general meeting, by at least a majority of the shareholders having a right to attend and vote at the meeting.
Indemnification, liability insurance of Directors and Officers	
Every director or officer shall be indemnified out of assets of LCAA against any liability incurred by him as a result of any act or failure to act in carrying out his functions other than such liability (if any) that he may incur by his own actual fraud or willful default. No such director or officer shall be liable to LCAA for any loss or damage in carrying out his functions unless that liability arises through the actual fraud or willful default of such director or officer.	Every director (including any alternate director), secretary, assistant secretary, or other officer for the time being and from time to time of LTC (but not including LTC's auditors) and the personal representatives of the same, will be indemnified and secured harmless against any actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such indemnified person, other than by reason of such indemnified person's own dishonesty, willful default or fraud, in or about the conduct of LTC's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such indemnified person in defending (whether successfully or otherwise) any civil proceedings concerning LTC or its affairs in any court whether in the Cayman Islands or elsewhere.

LCAA	LTC
Dividends	
Subject to the Cayman Islands Companies Act, rights and restrictions attached to any class of shares and the Amended LCAA Articles, the directors may from time to time declare dividends and other distributions on LCAA shares in issue and authorize payment of the same out of the funds of LCAA lawfully available therefor.	Subject to the Cayman Islands Companies Act, rights and restrictions attached to any class of shares and the Amended LTC Articles, the directors may from time to time declare dividends and other distributions on LTC Ordinary Shares in issue and authorize payment of the same out of the funds of LTC lawfully available therefor.
The directors when paying dividends to the shareholders may make such payment either in cash or in specie.	Subject to rights and restrictions attached to any class of shares and the Amended LTC Articles, shareholders may by ordinary resolution declare dividends, but no dividend may exceed the amount recommended by the directors. The directors when paying dividends to the shareholders may make such payment either in cash or in specie.
Winding up	
Subject to the rights attaching to any shares, in a winding up:	Subject to the rights attaching to any shares, in a winding up:
(a) if the assets available for distribution amongst the shareholders are insufficient to repay the whole of LCAA's issued share capital, such assets will be distributed so that, as nearly as may be, the losses be borne by the shareholders in proportion to the par value of the shares held by them; or	(a) if the assets available for distribution amongst the shareholders are insufficient to repay the whole of LTC's issued share capital, such assets will be distributed so that, as nearly as may be, the losses be borne by the shareholders in proportion to the par value of the shares held by them; or
(b) if the assets available for distribution amongst the shareholders are more than sufficient to repay the whole of LCAA's issued share capital at the commencement of the winding up, the surplus will be distributed amongst the shareholders in proportion to the par value of the shares held by them at the commencement of the winding up subject to a deduction from those shares in respect of which there are monies due, of all monies payable to LCAA for unpaid calls or otherwise. If LCAA is wound up, the liquidator may, with the approval of a special resolution, divide amongst the shareholders in specie the whole or any part of the assets of LCAA (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the shareholders.	(b) if the assets available for distribution amongst the shareholders are more than sufficient to repay the whole of LTC's issued share capital at the commencement of the winding up, the surplus will be distributed amongst the shareholders in proportion to the par value of the shares held by them at the commencement of the winding up subject to a deduction from those shares in respect of which there are monies due, of all monies payable to LTC for unpaid calls or otherwise. If LTC is wound up, the liquidator may, subject to the rights attaching to any shares and with the approval of a special resolution and any other approval required by the Cayman Islands Companies Act, divide amongst the shareholders in species or in kind the whole or any part of the assets of LTC (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and determine how the division shall be carried out as between the shareholders or different classes of shareholders.

LCAA	LTC
Supermajority Voting Provisions	
A special resolution, being a resolution passed by not less than a two-thirds of the votes cast by such shareholders as, being entitled to do so, whether in person or by proxy, at a general meeting of LCAA, or approved in writing by all of the shareholders entitled to vote at a general meeting of LCAA, is required to: (a) amend the Amended LCAA Articles (provided that any special resolution to amend the provisions relating to the appointment and the removal of directors prior to the consummation of an initial business combination must include approval of a simple majority of the holders of LCAA Class B Ordinary Shares, and further provided that any special resolution to amend Article 201(b) (which provides for redemption rights in the event of any amendment to the Amended LCAA Articles that would affect either the substance or timing of the Company's obligation to redeem 100% of the LCAA Public Shares if LCAA has not consummated an initial business combination within 24 months after the date of the closing of the IPO, or with respect to any other provision of the Amended LCAA Articles relating to the rights of holders of LCAA Class A Ordinary Shares) requires approval of 100 per cent of the votes cast at a meeting of shareholders); (b) change LCAA's name; (c) change LCAA's registration to a jurisdiction outside the Cayman Islands; (d) reduce LCAA's share capital and any capital redemption reserve; (e) merge or consolidate LCAA with one or more other constituent companies; and (f) in a winding up, direct the liquidator to divide amongst the shareholders the assets of LCAA, value the assets for that purpose and determine how the division will be carried out between the shareholders.	A special resolution, being a resolution passed by not less than a two-thirds of the votes cast by such shareholders as, being entitled to do so, whether in person or by proxy, at a general meeting of LTC, or approved in writing by all of the shareholders entitled to vote at a general meeting of LTC, is required to: (a) amend the Amended LTC Articles; (b) change LTC's name; (c) change LTC's registration to a jurisdiction outside the Cayman Islands; (d) reduce LTC's share capital and any capital redemption reserve; (e) merge or consolidate LTC with one or more other constituent companies; (f) in a winding up, direct the liquidator to divide amongst the shareholders the assets of LTC, value the assets for that purpose and determine how the division will be carried out between the shareholders or different classes of shareholders.
Anti-Takeover Provisions	
The Amended LCAA Articles authorizes the board of directors to issue and set the voting and other rights of preferred shares from time to time. Prior to the consummation of an initial business combination, only holders of Class B Ordinary Shares will have the right to vote on the election and removal of directors and may remove a director for any reason.	The Amended LTC Articles authorizes the board of directors to issue and set the voting and other rights of preferred shares from time to time.

BENEFICIAL OWNERSHIP OF SECURITIES

The following table sets forth information regarding the beneficial ownership of LCAA Shares as of the date of this proxy statement/prospectus by:

- Each person known by LCAA to be the beneficial owner of more than 5% of its outstanding ordinary shares;
- each of LCAA's named executive officers and directors that beneficially owns its ordinary shares; and
- all of LCAA's executive officers and directors as a group.

Unless otherwise indicated, we believe that all persons named in the table have sole voting and investment power with respect to all ordinary shares beneficially owned by them. The following table does not reflect record or beneficial ownership of the LCAA Public Warrants or the LCAA Private Warrants.

	Number of Shares Beneficially Owned	Percentage of Outstanding Ordinary Shares[2]
Name and Address of Beneficial Owner[1]		
Directors and Officers:		
Chinta Bhagat	—	—
Scott Chen	—	—
Howard Steyn	—	—
Sanford Litvack	25,000	*
Frank N. Newman	25,000	*
Anish Melwani	25,000	*
All directors and executive officers as a group (6 individuals)	75,000	*
Greater than 5% Holders:		
LCA Acquisition Sponsor, LP[3]	7,087,718	19.8%
Millennium Management LLC[4]	2,161,031	6.0%
Glazer Capital, LLC[5]	2,824,682	7.9%

* Less than one percent.

(1) Unless otherwise noted, the business address of each of the following is 8 Marina View, Asia Square Tower 1, #41-03, Singapore.

(2) This table is based on 35,813,592 ordinary shares outstanding on November 7, 2022, of which 28,650,874 were Class A ordinary shares and 7,162,718 were Class B ordinary shares.

(3) LCA Acquisition Sponsor, LP, is the record holder of the shares reported herein. The general partner of LCA Acquisition Sponsor, LP is LCA Acquisition Sponsor GP Limited. LCA Acquisition Sponsor GP Limited is wholly-owned by Elaine Png and Chris Youm, and its board of directors consists of Bowen Qian and Daniel Soh Po-Chuan. Each of Ms. Png, and Messrs. Youm, Qian and Soh are employees of *L* Catterton Asia.

(4) According to a Schedule 13G/A jointly filed with the SEC on January 30, 2023 by Integrated Core Strategies (US) LLC, Integrated Assets, Ltd., ICS Opportunities II LLC, ICS Opportunities, Ltd., Millennium International Management LP, Mr. Millennium Management LLC, Millennium Group Management LLC and Israel A. Englander. The securities disclosed herein as potentially beneficially owned by Millennium Management LLC, Millennium Group Management LLC and Mr. Israel A. Englander are held by entities subject to voting control and investment discretion by Millennium Management LLC and/or other investment managers that may be controlled by Millennium Group Management LLC (the managing member of Millennium Management LLC) and Mr. Israel A. Englander (the sole voting trustee of the managing member of Millennium Group Management LLC). The address of Millennium Group Management LLC is 399 Park Avenue, New York, New York 10022.

(5) According to a Schedule 13G jointly filed with the SEC on February 14, 2023 by Glazer Capital, LLC and Paul J. Glazer. The securities reported herein are held by certain funds and accounts to which Glazer Capital, LLC, a Delaware limited liability company, serves as investment manager. Mr. Paul J. Glazer serves as the Managing Member of Glazer Capital, LLC. The business address of each of Glazer Capital, LLC and Mr. Paul J. Glazer is 250 West 55th Street, Suite 30A, New York, New York 10019.

The following table sets forth information regarding the expected beneficial ownership of LTC Ordinary Shares (i) as of the date of this proxy statement/prospectus and (ii) immediately following the consummation of the Business Combination by:

- each person who is expected to beneficially own 5.0% or more of the issued and outstanding LTC Ordinary Shares;
- each person who is currently an executive officer or director of Lotus Tech and who will be an executive officer or director of Lotus Tech following the consummation of the Business Combination; and
- all of those executive officers and directors of Lotus Tech as a group.

Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to, or the power to receive the economic benefit of ownership of, the securities. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares that the person has the right to acquire within 60 days are included, including through the exercise of any option or other right or the conversion of any other security. However, these shares are not included in the computation of the percentage ownership of any other person.

The total number of LTC Ordinary Shares expected to be issued and outstanding after the consummation of the Business Combination will be (i) assuming a No Redemption Scenario and that no LCAA shareholder and no LTC shareholder exercises its dissenters' rights, , and (ii) assuming a Maximum Redemption Scenario, . If the actual facts differ from these assumptions, these amounts will differ.

	Ordinary Shares Beneficially Owned as of the date of this proxy statement/prospectus		Ordinary Shares Beneficially Owned Immediately After Closing of the Business Combination			
			No Redemption Scenario		Maximum Redemption Scenario	
	Pre-closing ordinary share equivalents	% of total ordinary shares	Ordinary shares	% of total ordinary shares	Ordinary shares	% of total ordinary shares
Directors and Executive Officers[1]:						
Daniel Donghui Li[2]	65,010,000	2.65%				
Qingfeng Feng[3]	257,632,222	10.51%				
Alexious Kuen Long Lee	*	*				
Ning Yu	—	—				
Datuk Ooi Teik Huat	—	—				
Jingbo Mao	*	*				
All Directors and Executive Officers as a Group	**329,642,181**	**13.45%**				
5.0% Shareholders:						
Lotus Advanced Technology Limited Partnership[4]	842,722,222	34.38%				
Lotus Technology International Investment Limited[5]	433,400,000	17.68%				
Etika Automotive Sdn. Bhd.[6]	650,100,000	26.52%				
Lotus Group International Limited[7]	216,700,000	8.84%				
Nio Capital entities[8]	160,518,519	6.55%				

* Less than 1%.

(1) Except as indicated otherwise, the business address for the directors and executive officers of Lotus Tech is 800 Century Avenue, Pudong New Area, Shanghai, China. The business address for Mr. Daniel Donghui Li is 1760 Jiangling Road, Hangzhou, China. The business address for Mr. Ning Yu is Unit 2408, HKRI Taikoo Center One, No. 288 Shimen Yi Road, Jing'an District, Shanghai, China. The business address for Datuk Ooi Teik Huat is Meridian Solutions Sdn Bhd, 15-B3, UBN Apartments, No. 1, Lorong P. Ramlee, 50250 Kuala Lumpur, Malaysia.

(2) Prior to Business Combination, consists of 65,010,000 ordinary shares hold by Lotus Advanced Technology Limited Partnership ("LATLP"). Mr. Daniel Donghui Li indirectly holds 7.71% pecuniary interest in LATLP. See footnote (4) for further details about LATLP. Mr. Daniel Donghui Li disclaims beneficial ownership of all of the ordinary shares held by LATLP, except to the extent of his pecuniary interest therein.

(3) Prior to Business Combination, consists of 257,632,222 ordinary shares held by Lotus Advanced Technology Limited Partnership ("LATLP"). Mr. Qingfeng Feng indirectly holds 30.57% pecuniary interest in LATLP. See footnote (4) for further details about LATLP. Mr. Qingfeng Feng disclaims beneficial ownership of all of the ordinary shares held by LATLP, except to the extent of his pecuniary interest therein.

(4) Prior to Business Combination, consists of 842,722,222 ordinary shares held by Lotus Advanced Technology Limited Partnership ("LATLP"). LATLP is a limited liability partnership incorporated under the laws of British Virgin Islands and its general partner is Yin Qing Holdings Limited. Yin Qing Holdings Limited is wholly owned by Mr. Qingfeng Feng, the CEO and director of the Company. On July 30, 2021, the partners of LATLP, namely Ming Jun Holdings Limited, Yin Qing Holdings Limited, Xing Rong Holdings Limited and Jing Can Holdings Limited signed an agreement, later joined by State Rainbow Investments Limited and Radiant Field Investments Limited, under which these partners agreed to act in concert with Ming Jun Holdings Limited. Ming Jun Holdings Limited is wholly owned by Mr. Shufu Li. Therefore, Mr. Shufu Li may be deemed to beneficially own all of the shares held of record by LATLP. The registered address of Lotus Advanced Technology Limited Partnership is Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, British Virgin Islands.

(5) Prior to the Business Combination, consists of 433,400,000 ordinary shares held by Lotus Technology International Investment Limited ("LTIIL"). LTIIL is wholly owned by GEELY INTERNATIONAL (HONG KONG) LIMITED, which is wholly owned by Hainan Geely Investment Holding Co., Ltd ("Hainan Geely"). Hainan Geely is wholly owned by Zhejiang Geely Holding Group Co. Ltd. ("Geely Holding"). Geely Holding is 82.233% owned by Mr. Shufu Li, 8.0583% owned by Mr. Xingxing Li, and 9.7087% owned by Ningbo Yima Enterprise Management Partnership (Limited Partnership). The registered address of Lotus Technology International Investment Limited is Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands.

(6) Prior to Business Combination, consists of 650,100,000 ordinary shares held by Etika Automotive Sdn. Bhd. Etika Automotive Sdn. Bhd. is wholly owned by Albukhary Corporation Sdn. Bhd., which is 99.9% owned by Syed Mokhtar Shah Syed Nor. The address of Etika Automotive Sdn. Bhd. is Level 4B, No. 88, Jalan Perdana, Taman Tasik Perdana, 50480 Kuala Lumpur W.P. Kuala Lumpur.

(7) Prior to Business Combination, consists of 216,700,000 ordinary shares held by Lotus Group International Limited. Lotus Group International Limited is wholly owned by Lotus Advance Technologies Sdn. Bhd, which is 51% owned by Geely International (Hong Kong) Limited and 49% owned by Etika Automotive Sdn. Bhd. Geely International (Hong Kong) Limited is 100% owned by Zhejiang Geely Holding Group Co. Ltd. See footnote (5) for details about Geely Holding. Etika Automotive Sdn. Bhd. is wholly owned by Albukhary Corporation Sdn. Bhd., which is 99.9% owned by Syed Mokhtar Shah Syed Nor. The registered address of Lotus Group International Limited is Potash Lane, Hethel, Norwich, Norfold, NR14 8EZ, England.

(8) Prior to Business Combination, consists of 99,984,578 Series Pre-A preferred shares held by Mission Purple L.P. and 60,533,941 Series Pre-A preferred shares held by Mission Bloom Limited.

Mission Purple L.P.'s general partner is Mission Pure Limited, which is owned as to 55% by Cosmo Harvest International Limited and as to 45% by NIO Nextev Limited. Cosmo Harvest International Limited is wholly owned by Mr. Ning Yu. NIO Nextev Limited is wholly owned by NIO Inc. (NYSE: NIO; HKEx: 9866; SGX: NIO) The registered address of Mission Purple L.P. is Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG 1110, British Virgin Islands.

Misson Bloom Limited is wholly owned by Hangzhou Weixin Enterprise Management Consulting Partnership (Limited Partnership), whose general partner is Ningbo Weixin Enterprise Management Consulting Partnership (Limited Partnership) ("Ningbo Weixin"). Ningbo Meishan Bonded Port Area NIO New Energy Investment Management Co., Ltd. ("Ningbo Meishan") is Ningbo Weixin's general partner. Ningbo Meishan is 99% owned by Shanghai Weixu Enterprise Management Partnership (Limited Partnership), whose general partner is Tingrong Investment Management (Shanghai) Co., Ltd. ("Tingrong Investment") Tingrong Investment is owned as to 70% by Mr. Yan Zhu, as to 10% by Mr. Yufan Guan, as to 10% by Yuanxing Lv, and as to 10% by Mr. Yao Li. The registered address of Misson Bloom Limited is Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG 1110, British Virgin Islands.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

LCAA Relationships and Related Party Transactions

Founder Shares

On January 12, 2021, the Sponsor paid $25,000, or approximately $0.003 per share, to cover certain offering costs in consideration for 7,187,500 Founder Shares, par value $0.0001 per share. Up to 937,500 Founder Shares were subject to forfeiture by the Sponsor, depending on the extent to which the underwriters' over-allotment option is exercised. On March 24, 2021, the Underwriters partially exercised the over-allotment option which resulted in 912,719 of the Founder Shares no longer subject to forfeiture. On April 24, 2021, the underwriters' over-allotment option to purchase up to an additional 99,126 additional units expired, having not been exercised, and accordingly, 24,782 Class B ordinary shares were forfeited by LCAA's initial shareholders for no consideration.

The Sponsor, officers and directors have agreed not to transfer, assign or sell any of their Founder Shares until the earliest of (A) one year after the completion of the initial Business Combination and (B) subsequent to the initial Business Combination, (x) if the closing price of the Class A ordinary shares equals or exceeds $12.00 per share (as adjusted for share subdivisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date on which LCAA completes a liquidation, merger, share exchange or other similar transaction that results in all of the Public Shareholders having the right to exchange their ordinary shares for cash, securities or other property (the "Lock-up"). Any permitted transferees would be subject to the same restrictions and other agreements of LCAA's Sponsor, officers and directors with respect to any Founder Shares.

Private Placement Warrants

Simultaneously with the closing of the IPO, the Sponsor purchased an aggregate of 5,000,000 Private Placement Warrants (the "Private Placement Warrants") at a price of $1.50 per Private Placement Warrant, for an aggregate purchase price of $7,500,000, in a private placement. Simultaneously with the closing of the exercise of the overallotment option, LCAA completed the sale of an additional 486,784 Private Placement Warrants to the Sponsor, at a purchase price of $1.50 per Private Warrant, generating gross proceeds of $730,176. A portion of the proceeds from the sales of Private Placement Warrants were added to the proceeds from the IPO held in the Trust Account.

The Private Placement Warrants (including the Class A ordinary shares issuable upon exercise of the Private Placement Warrants) will not be transferable, assignable or saleable until 30 days after the completion of the initial Business Combination and they will not be redeemable by LCAA (except as described) so long as they are held by the Sponsor or its permitted transferees. The Sponsor, or its permitted transferees, have the option to exercise the Private Placement Warrants on a cashless basis. If the Private Placement Warrants are held by holders other than the Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by LCAA in all redemption scenarios and exercisable by the holders on the same basis as the warrants included in the units sold in the IPO.

Administrative Services Agreement

Commencing on the date the securities of LCAA were first listed on the Nasdaq Capital Market, LCAA will reimburse an affiliate of the Sponsor for office space, secretarial and administrative services incurred on behalf of members of the management team, in the amount of $10,000 per month. Upon completion of the initial Business Combination or LCAA's liquidation, LCAA will cease paying these monthly fees. A total of $90,000 and $65,000 has been incurred for the nine months ended September 30, 2022 and for the period from January 5, 2021 (Inception) to September 30, 2021, respectively.

As of September 30, 2022, LCAA owed the Sponsor $1,509,830. The due to related party at September 30, 2022 is comprised of approximately $1,389,774 in amounts owed related to expenses the Sponsor paid on behalf of LCAA and $120,056 in amounts owed pertaining to administrative services, office space and secretarial support provided by the Sponsor.

Working Capital Loans

In addition, in order to finance transaction costs in connection with an intended Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of LCAA's officers and directors, may, but are not obligated to, loan LCAA funds as may be required ("Working Capital Loans"). If LCAA completes a Business Combination, LCAA would repay the Working Capital Loans out of the proceeds of the Trust Account released to it. Otherwise, the Working Capital Loans may be repaid only out of funds held outside the Trust Account. In the event that the initial Business Combination does not close, LCAA may use a portion of the working capital held outside the Trust Account to repay Working Capital Loans but no proceeds from the Trust Account would be used to repay the Working Capital Loans. Up to $1,500,000 of the Working Capital Loans may be convertible into warrants of the post Business Combination entity at a price of $1.50 per warrant at the option of the lender. Such warrants would be identical to the Private Placement Warrants. Except as set forth above, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. As of September 30, 2022, LCAA had no borrowings under the Working Capital Loans.

On April 11, 2022, LCAA obtained a commitment from the Sponsor to fund any working capital needs of LCAA at least one year from the issuance of these financial statements through loans of up to an aggregate of $500,000.

Registration Rights

The holders of the Founder Shares, Private Placement Warrants and any warrants that may be issued upon conversion of Working Capital Loans (and any Class A ordinary shares issuable upon the exercise of the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans) are entitled to registration rights pursuant to a registration and shareholder rights agreement signed on the effective date of the IPO. The holders of these securities are entitled to make up to three demands, excluding short form demands, that LCAA register such securities. In addition, the holders have certain "piggy-back" registration rights with respect to registration statements filed subsequent to LCAA's completion of its initial Business Combination. However, the registration and shareholder rights agreement provides that LCAA will not permit any registration statement filed under the Securities Act to become effective until termination of the applicable Lock-up period, which occurs (i) in the case of the Founder Shares, and (ii) in the case of the Private Placement Warrants and the respective Class A ordinary shares underlying such warrants, 30 days after the completion of the initial Business Combination. LCAA will bear the expenses incurred in connection with the filing of any such registration statement.

Lotus Tech Relationships and Related Party Transactions

Contractual Arrangements with VIE and its subsidiaries

See "Summary of the Proxy Statement/Prospectus — Corporate History and Structure of Lotus Tech."

Employment Agreements and Indemnification Agreements

See "Management Following The Business Combination — Employment Agreements and Indemnification Agreements."

Share Incentive Plans

See "Management Following The Business Combination — Share Incentive Plans."

Other Related Party Transactions

Lotus Tech provided R&D services and other consulting services to a number of related parties. Accounts receivables due from related parties arising from provision of services in the previous year was US$4.9 million as of January 1, 2021. Lotus Tech provided related services amounting to US$3.3 million and US$2.9 million for the year ended December 31, 2021 and nine months ended September 30, 2022, respectively. Accounts

receivable due from related parties arising from provision of services were US$5.9 million and US$2.5 million as of December 31, 2021 and September 30, 2022, respectively.

Prepayments and other current assets — related parties of Lotus Tech are arising from transactions related to purchase of license, purchase of products and cash receipts on behalf of Lotus Tech as follows:

(a) On March 12, 2021, Lotus Tech entered into a license agreement with Zhejiang Liankong, a subsidiary of Geely Holding. Under the terms of the license agreement, Lotus Tech received a non-exclusive, perpetual, irrevocable, and non-sublicensable license for the electric automotive chassis and autonomous driving technology platform (the "Geely License"). Under the terms of the agreement, Lotus Tech was required to pay Zhejiang Liankong RMB5,730.0 million (equivalent to US$888.2 million), which was subsequently reduced to RMB1,976.0 million (equivalent to US$306.3 million), which consist of cost of the license of RMB1,864.2 million (equivalent to US$288.9 million) and VAT of RMB 111.8 million (equivalent to US$17.3 million).

LTC intends to use the Geely License in the design, construction, and testing of pre-production prototypes and models of future electric vehicles and the license has no alternative future use, therefore the cost of license has been expensed as research and development expenses in the unaudited condensed combined and consolidated financial statement of comprehensive loss for nine months ended September 30, 2021.

Lotus Tech made a payment for the license of RMB5,730.0 million (equivalent to US$888.2 million) to Zhejiang Liankong, and received refund of RMB1,030.0 million (equivalent to US$159.7 million) in April 2021.

As of December 31, 2021, a receivable of RMB2,724.0 million (equivalent to US$427.2 million) was included in prepayments and other current assets — related parties, among which RMB2,524.0 million (equivalent to US$395.9 million) was received in June 2022 and RMB200.0 million (equivalent to US$31.4 million) was received in September 2022.

(b) Geely Holding's subsidiary Ningbo Geely R&D received US$7.4 million on behalf of Lotus Tech for R&D service as of December 31, 2021, which was included in prepayments and other current assets — related parties and fully settled during the nine months ended September 30, 2022.

(c) Lotus Tech paid rental deposits and other expenses of US$1.3 million on behalf of related parties for the nine months period ended September 30, 2022. As of September 30, 2022, receivable of US$1.3 million was included in prepayments and other current assets — related parties.

In 2019, LTC's subsidiary, Lotus Tech UK, borrowed a one-year unsecured loan from a related party with the principal amount of US$10.2 million. The borrowing bears an interest rate of 2% per annum. On December 31, 2021, Lotus Tech renewed the loan with a maturity date in August 2022. As of December 31, 2021, the balance of the loan of US$11.3 million includes principal amount and accrued interest. The borrowing was included in short-term borrowings — related parties and was paid in August 2022. During the year ended December 31, 2021, Lotus Tech incurred interest expenses of US$220 thousand. During nine months ended September 30, 2021 and 2022, Lotus Tech incurred interest expenses of US$166 thousand and US$90 thousand, respectively.

Lotus Tech entered into lease agreements with related parties to rent office spaces. During the year ended December 31, 2021, Lotus Tech recognized right-of-use assets of US$1.3 million from related parties. During nine months ended September 30, 2021 and 2022, Lotus Tech recognized right-of-use assets of US$1.3 million and US$214 thousand from related parties. Lotus Tech paid lease liabilities of US$545 thousand during the year ended December 31, 2021. Lotus Tech paid lease liabilities of nil and US$94 thousand during nine months ended September 30, 2021 and 2022. As of December 31, 2021 and September 30, 2022, current operating lease liabilities were US$788 thousand and US$723 thousand, respectively, and non-current operating lease liabilities were nil and US$185 thousand, respectively.

Accrued expenses and other current liabilities — related parties are mainly arising from transactions related to purchase of products and services, purchase of equipment and software, and equity transfer pursuant to Reorganization were as follows:

(a) Lotus Tech purchased R&D raw materials, sports cars, technology development service, and other consulting service from related parties. For the year ended December 31, 2021, these purchases amounted to US$14.3 million, among which, US$331 thousand was recognized as cost of goods sold. During nine months ended September 30, 2021 and 2022, these purchases amounted to US$2.6 million and US$17.8 million, respectively, among which, nil and US$45 thousand were recognized as cost of goods sold for nine months ended September 30, 2021 and 2022. As of December 31, 2021 and September 30, 2022, purchases included R&D raw materials and sports cars of US$2.0 million and US$271 thousand were recorded as inventories.

As of December 31, 2021 and September 30, 2022, the amounts due to related parties for purchase of R&D raw materials and services of US$7.4 million and US$14.8 million were included in accrued expenses and other current liabilities — related parties, respectively.

As of September 30, 2022, the amounts due to related parties for purchase of products of US$171 thousand was included in accounts payable-related parties, and the amount of prepayments to related parties for purchase of products of US$5.8 million were included in prepayments and other current assets — related parties.

(b) Geely Holding, through its subsidiary Ningbo Geely R&D, has provided the Lotus BEV business with certain R&D support services with cost-plus margin pricing method.

Lotus Tech recorded R&D expenses of US$47.4 million, US$31.3 million and US$43.8 million for the above R&D support services for the year ended December 31, 2021, and the nine months ended September 30, 2021 and September 30, 2022. As of December 31, 2021 and September 30, 2022, the amount due to Ningbo Geely R&D for purchase of R&D support services of US$150.4 million and US$41.6 million were included in accrued expenses and other current liabilities — related parties, respectively.

(c) Lotus Tech purchased R&D equipment and software of US$4.0 million and US$5.1 million from related parties for technology development for the nine months ended September 2021 and 2022, respectively. Lotus Tech purchased R&D equipment and software of US$5.3 million from related parties for technology development and purchased show cars of US$982 thousand from a related party for exhibition use during the year ended December 31, 2021. As of December 31, 2021 and September 30, 2022, the amounts due to related parties for purchase of equipment and software of US$7.9 million and US$383 thousand were included in accrued expenses and other current liabilities — related parties, respectively.

(d) Geely Holding's subsidiary Ningbo Geely R&D paid payroll and consumable materials for R&D expenditures incurred in the Lotus BEV business unit of Ningbo Geely R&D on behalf of Lotus Tech. During the nine months ended September 30, 2021 and the year ended December 31, 2021, Ningbo Geely R&D paid US$62.1 million and US$68.8 million on behalf of Lotus Tech.

In addition, Ningbo Geely R&D charged Lotus Tech a cost-plus margin of US$7.2 million for the year ended December 31, 2021, which was recorded as deemed distribution to the shareholders of Lotus Tech under the Reorganization as of December 31, 2021.

As of December 31, 2021, US$238.5 million was included in accrued expenses and other current liabilities — related parties, which included the amounts due from previous years.

(e) Related parties paid US$7.2 million and US$4.5 million on behalf of Lotus Tech in association with staff salary, social welfare and other travel expenses, which were included in accrued expenses and other current liabilities — related parties as of December 31, 2021 and September 30, 2022, respectively.

(f) In January 2021, the WFOE received investment amount of RMB100 million from Geely Holding and Founders Onshore Vehicle. On December 15, 2021, Geely Holding and Founders Onshore Vehicle transferred all equity interest in WFOE to the Company's subsidiary in Hong Kong, Lotus

Advanced Technology Limited, at the consideration of RMB100.0 million. As of December 31, 2021, the above payable of RMB100.0 million (equivalent to US$15.7 million) to Geely Holding and Founders Onshore Vehicle were not settled and included in accrued expenses and other current liabilities — related parties.

(g) On December 29, 2021, Geely International (Hong Kong) Limited transferred 100% equity interest in Lotus Tech UK to Lotus Tech at the consideration of GBP10.9 million. As of December 31, 2021, the payable of GBP10.9 million (equivalent to US$14.6 million) was included in accrued expenses and other current liabilities — related parties.

(h) Lotus Tech entered into short-term lease agreements with related parties to rent office spaces. During the year ended December 31, 2021 and the nine months ended September 30, 2022, incurred short-term lease cost of US$243 thousand and US$276 thousand. As of December 31, 2021 and September 30, 2022, payables for short-term leases of US$246 thousand and US$82 thousand, respectively, were included in accrued expenses and other current liabilities — related parties.

On May 13, 2022, Lotus Tech entered into a software license agreement with a related party, pursuant to which, Lotus Tech was provided with a one-time amount of US$28.6 million for a non-exclusive, perpetual, fully paid, non-transferable and non-sublicensable license to use the software, which is for Lotus Tech's internal use. Lotus Tech capitalized the cost to obtain the software and recorded as property, equipment and software, which is amortized on a straight-line basis. The payable for such transaction has been settled as of September 30, 2022.

On December 2, 2021, LTC, through its subsidiary, Lotus Technology Innovative Limited, entered into an equity transfer agreement, pursuant to which, Lotus Technology Innovative Limited agreed to acquire 100% equity interest in Lotus Tech Innovation Centre GmbH from a related party, Geely UK Limited, at the consideration of US$15.5 million, which was settled in June 2022.

LTC issued a total of 866,800,000 ordinary shares to Lotus Advanced Technology Limited Partnership at RMB1 per share with total consideration of RMB866.8 million (US$133.7 million). As of September 30, 2022, RMB628.4 million (equivalent to US$101.8 million) was paid up and remaining RMB238.4 million (equivalent to US$33.6 million) was recorded as receivable from shareholders and presented as contra-equity.

In September 2021, the WFOE entered into an exchangeable note agreement with an investor. Ningbo Juhe Yinqing Enterprise Management Consulting Partnership (Limited Partnership) provided guarantees and other features to the investor, which were accounted for as shareholder contributions at their estimated fair value at the respective issuance date of each tranche of loans. The fair value of the guarantees and other features provided by Ningbo Juhe Yinqing Enterprise Management Consulting Partnership (Limited Partnership) was US$3.4 million for the tranche issued in November 2021 and US$8.3 million for the tranches issued during nine months ended September 30, 2022.

LTC issued a total of 433,400,000 ordinary shares to Lotus Technology International Investment Limited, which is ultimately 100% owned by Geely Holding, at RMB1 per share with total consideration of RMB433.4 million (US$67.6 million). As of December 31, 2021, RMB373.4 million (US$58.6 million) was paid up and remaining RMB60.0 million (US$9.4 million) was recorded as receivable from shareholders and presented as contra-equity, which was fully settled as of September 30, 2022.

On September 24, 2021, Etika Automotive SDN BHD ("Etika"), through Lotus HK, subscribed for 33.33% equity interest in the WFOE at RMB1 per share with total consideration of RMB650.1 million (US$100.7 million) and paid up on September 28, 2021. LTC issued a total of 650,100,000 ordinary shares to Etika through exchange of 100% equity interest in Lotus HK held by Etika.

On November 4, 2021, Lotus Tech entered into trademark license agreements with a related party, Group Lotus Limited, a wholly owned subsidiary of Lotus Group International Limited, which is ultimately controlled by Mr. Li Shufu. Pursuant to these agreements, Lotus Tech received the "Lotus" trademark license for as long as Lotus Tech conducts the business in relation to lifestyle vehicles (excluding sports car). LTC issued 216,700,000 ordinary shares with a fair value of US$116.0 million as consideration for such trademark license.

PRICE RANGE OF SECURITIES AND DIVIDEND INFORMATION

LCAA's Units, the LCAA Public Shares and the LCAA Public Warrants are each traded on Nasdaq under the symbols "LCAAU," "LCAA" and "LCAAW," respectively.

The closing price of the Units, LCAA Public Shares and LCAA Public Warrants on January 30, 2023, the last trading day before announcement of the execution of the Merger Agreement, was US$10.13, US$10.15 and US$0.0257, respectively. As of , 2023, the record date for the extraordinary general meeting, the most recent closing price for each Unit, LCAA Public Share and LCAA Public Warrant was US$, US$ and US$, respectively.

Holders of the Units, LCAA Public Shares and LCAA Public Warrants should obtain current market quotations for their securities. The market price of LCAA's securities could vary at any time before the Business Combination.

Historical market price information regarding LTC is not provided because there is no public market for its securities. LTC has applied to list the LTC Ordinary Shares and LTC Warrants on Nasdaq under the symbols "LOT" and "LOTWW," respectively. It is a condition to consummation of the Business Combination in the Merger Agreement that the LTC Ordinary Shares and LTC Warrants to be issued in connection with the Business Combination shall have been approved for listing on Nasdaq, subject only to official notice of issuance thereof. LTC and LCAA have certain obligations in the Merger Agreement to use reasonable best efforts in connection with the Business Combination, including with respect to satisfying this Nasdaq listing condition. The Nasdaq listing condition in the Merger Agreement may be waived by the parties to the Merger Agreement.

Holders

As of , 2023, there was holder of record of Units, holder of record of LCAA Public Shares, holder of record of LCAA Founder Shares, holder of record of LCAA Public Warrants and one holder of record of LCAA Private Warrants. As of , 2023, there were holders of record of LTC's ordinary shares and holders of record of LTC's preferred shares. See "Beneficial Ownership of Securities."

Dividend Policy

LCAA has not paid any cash dividends on its ordinary shares to date and does not intend to pay cash dividends prior to the completion of its initial business combination.

The payment of any cash dividends after consummation of the Business Combination shall be dependent upon the revenue, earnings and financial condition of LTC from time to time. The payment of any dividends subsequent to the Business Combination shall be within the discretion of the board of directors of LTC.

APPRAISAL RIGHTS

No appraisal or dissenters' rights are available to holders of LCAA Public Shares or LCAA Warrants in connection with Business Combination Proposal. However, in respect of the special resolution to approve the Merger Proposal, under section 238 of the Cayman Islands Companies Act, shareholders of a Cayman Islands company ordinarily have dissenters' rights with respect to a statutory merger. In this proxy statement/prospectus, these dissenters' rights are sometimes referred to as "Dissent Rights."

The Cayman Islands Companies Act prescribes when dissenters' rights will be available and provides that shareholders are entitled to receive fair value for their shares if they exercise those rights in the manner prescribed by the Companies Act. Pursuant to section 239(1) of the Cayman Islands Companies Act, dissenters' rights are not available if an open market for the shares exists on a recognized stock exchange for a specified period after the merger is authorized (such period being the period in which dissenter's rights would otherwise be exercisable). It is anticipated that, if the Business Combination is approved, it may be consummated prior to the expiry of such specified period and accordingly the exemption under section 239(1) of the Cayman Islands Companies Act may not be available.

The Merger Agreement provides that, if any LCAA shareholder exercises Dissent Rights then, unless LCAA and LTC elect by agreement in writing otherwise, the First Merger shall not be consummated before the expiry date of the period allowed for written notice of an election to dissent in order to invoke the exemption under Section 239 of the Cayman Islands Companies Act. LCAA believes that such fair value would equal the amount that LCAA shareholders would obtain if they exercised their redemption rights as described herein. An LCAA shareholder which elects to exercise Dissent Rights must do so in respect of all of the LCAA Shares that person holds and will lose their right to exercise their redemption rights as described herein. See the section of this proxy statement/prospectus entitled "Extraordinary General Meeting of LCAA Shareholders — Appraisal Rights."

LCAA shareholders are recommended to seek their own advice as soon as possible on the application and procedure to be followed in respect of the appraisal rights under the Cayman Islands Companies Act.

FUTURE SHAREHOLDER PROPOSALS AND NOMINATIONS

If the Business Combination is consummated and you become a holder of LTC Ordinary Shares, you shall be entitled to attend and participate in LTC's annual meetings of shareholders. If LTC holds a 2023 annual meeting of shareholders, it shall provide notice of or otherwise publicly disclose the date on which such annual meeting shall be held. As a foreign private issuer, LTC shall not be subject to the SEC's proxy rules.

SHAREHOLDER COMMUNICATIONS

Shareholders and interested parties may communicate with LCAA Board, any committee chairperson or the non-management directors as a group by writing to the board or committee chairperson in care of LCAA, 8 Marina View, Asia Square Tower 1, #41-03, Singapore. Following the Business Combination, such communications should be sent in care of LTC, No. 800 Century Avenue, Pudong District, Shanghai, People's Republic of China. Each communication shall be forwarded, depending on the subject matter, to the board of directors, the appropriate committee chairperson or all non-management directors.

LEGAL MATTERS

The legality of the LTC Ordinary Shares offered by this proxy statement/prospectus and certain other Cayman Islands legal matters will be passed upon for LTC by Maples and Calder (Hong Kong) LLP. Certain legal matters relating to U.S. law will be passed upon for LTC by Skadden, Arps, Slate, Meagher & Flom LLP. Certain legal matters relating to laws of mainland China will be passed upon for LTC by Han Kun Law Offices. Certain legal matters relating to U.S. law will be passed upon for LCAA by Kirkland & Ellis International LLP. Certain Cayman Islands matters will be passed upon for LCAA by Mourant Ozannes (Cayman) LLP.

EXPERTS

The financial statements of *L* Catterton Asia Acquisition Corp as of December 31, 2021 and for the period from January 5, 2021 (inception) through December 31, 2021, appearing in this proxy statement/prospectus have been audited by Marcum LLP, independent registered public accounting firm, as set forth in their report thereon, appearing elsewhere in this proxy statement/prospectus, and are included in reliance upon such report given upon such firm as experts in accounting and auditing.

The combined financial statements of Lotus Technology Inc. as of and for the year ended December 31, 2021, have been included herein in reliance upon the report of KPMG Huazhen LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the December 31, 2021 combined financial statements contains an explanatory paragraph that states that Lotus Technology Inc.'s recurring losses from operations and has net cash used in operating activities that raise substantial doubt about the entity's ability to continue as a going concern. The combined financial statements do not include any adjustments that might result from the outcome of that uncertainty.

DELIVERY OF DOCUMENTS TO SHAREHOLDERS

Pursuant to the rules of the SEC, LCAA and services that it employs to deliver communications to its shareholders are permitted to deliver to two or more shareholders sharing the same address a single copy of each of LCAA's annual report to shareholders and LCAA's proxy statement. Upon written or oral request, LCAA shall deliver a separate copy of the annual report and/or proxy statement to any shareholder at a shared address to which a single copy of each document was delivered and who wishes to receive separate copies of such documents. Shareholders receiving multiple copies of such documents may likewise request that LCAA deliver single copies of such documents in the future. Shareholders may notify LCAA of their requests by calling +65 6672-7600 or writing to LCAA at its principal executive offices at 8 Marina View, Asia Square Tower 1, #41-03, Singapore. Following the Business Combination, such requests should be made by calling +86 21 5466-6258 or writing to LTC at No. 800 Century Avenue, Pudong District, Shanghai, People's Republic of China.

ENFORCEABILITY OF CIVIL LIABILITY

LTC is incorporated under the laws of the Cayman Islands. Service of process upon LTC and upon its directors and officers named in this proxy statement/prospectus, may be difficult to obtain within the United States. Furthermore, because substantially all of LTC's assets are located outside the United States, any judgment obtained in the United States against LTC may not be collectible within the United States.

LTC has been advised by its Cayman Islands legal counsel that there is uncertainty as to whether the courts of the Cayman Islands would (i) recognize or enforce judgments of U.S. courts predicated upon the civil liability provisions of the federal securities laws of the United States or the securities laws of any state in the United States, or (ii) entertain original actions brought in the Cayman Islands that are predicated upon the federal securities laws of the United States or the securities laws of any state in the United States.

LTC has also been advised by its Cayman Islands legal counsel that although there is no statutory enforcement in the Cayman Islands of judgments obtained in the federal or state courts of the United States (and the Cayman Islands are not a party to any treaties for the reciprocal enforcement or recognition of such judgments), a judgment obtained in such jurisdiction will be recognized and enforced in the courts of the Cayman Islands at common law, without any re-examination of the merits of the underlying dispute, by an action commenced on the foreign judgment debt in the Grand Court of the Cayman Islands; provided that such judgment (i) is given by a foreign court of competent jurisdiction, (ii) imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given, (iii) is final, (iv) is not in the nature of taxes, a fine, or a penalty, and (v) was not obtained in a manner and is not of a kind the enforcement of which is contrary to natural justice or the public policy of the Cayman Islands. However, the Cayman Islands are unlikely to enforce a judgment obtained from U.S. courts under civil liability provisions of U.S. securities laws if such judgment is determined by the courts of the Cayman Islands to give rise to obligations to make payments that are penal or punitive in nature. A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere

In addition, LTC has been advised by its PRC legal counsel that there is uncertainty as to whether courts in mainland China would (i) recognize or enforce judgments of U.S. courts predicated upon the civil liability provisions of the securities laws of the United States or any state in the United States, or (ii) entertain original actions brought in mainland China predicated upon the securities laws of the United States or any state in the United States.

LTC has also been advised by its PRC legal counsel that the recognition and enforcement of foreign judgments are provided for under the PRC Civil Procedures Law. Courts in mainland China may recognize and enforce foreign judgments in accordance with the requirements, public policy considerations and conditions set forth in applicable provisions of the laws in mainland China relating to the enforcement of civil liability, including the PRC Civil Procedures Law, based either on treaties between mainland China and the country where the judgment is made or on principles of reciprocity between jurisdictions. There exists no treaty or other forms of reciprocity between mainland China and the United States or the Cayman Islands governing the recognition and enforcement of foreign judgments as of the date of this proxy statement/prospectus.

In addition, according to the PRC Civil Procedures Law, courts in mainland China will not enforce a foreign judgment if they decide that the judgment violates the basic principles of the law in mainland China or national sovereignty, security or public interest. As a result, it is uncertain whether and on what basis a court in mainland China would enforce a judgment rendered by a court in the United States or the Cayman Islands.

WHERE YOU CAN FIND MORE INFORMATION

As a foreign private issuer, after the consummation of the Business Combination, Lotus Tech shall be required to file its annual report on Form 20-F with the SEC no later than four months following its fiscal year end. LCAA files reports, proxy statements and other information with the SEC as required by the Exchange Act. You may access information on LCAA at the SEC web site containing reports, proxy statements and other information at: *http://www.sec.gov.*

Information and statements contained in this proxy statement/prospectus or any Annex to this proxy statement/prospectus are qualified in all respects by reference to the copy of the relevant contract or other Annex filed as an exhibit to this proxy statement/prospectus.

All information contained in this document relating to LCAA has been supplied by LCAA, and all such information relating to Lotus Tech has been supplied by Lotus Tech. Information provided by one entity does not constitute any representation, estimate or projection of the other entity.

If you would like additional copies of this document or if you have questions about the Business Combination, you should contact via phone or in writing LCAA's proxy solicitation agent at the following address, telephone number and email:

Morrow Sodali LLC
333 Ludlow Street
5th Floor, South Tower
Stamford, CT 06902
Individuals, please call toll-free: (800) 662-5200
Banks and brokerages, please call: (203) 658-9400
Email: LCAA.info@investor.morrowsodali.com

If you are an LCAA shareholder and would like to request documents, please do so by , 2023 to receive them before the LCAA extraordinary general meeting of shareholders. If you request any documents from us, we shall mail them to you by first class mail, or another equally prompt means.

None of LCAA or Lotus Tech has authorized anyone to give any information or make any representation about the Business Combination or their companies that is different from, or in addition to, that which is contained in this proxy statement/prospectus or in any of the materials that have been incorporated in this proxy statement/prospectus. Therefore, if anyone does give you information of this sort, you should not rely on it. If you are in a jurisdiction where offers to exchange or sell, or solicitations of offers to exchange or purchase, the securities offered by this proxy statement/prospectus or the solicitation of proxies is unlawful, or if you are a person to whom it is unlawful to direct these types of activities, then the offer presented in this proxy statement/prospectus does not extend to you.

The information contained in this proxy statement/prospectus speaks only as of the date of this proxy statement/prospectus unless the information specifically indicates that another date applies.

INDEX TO FINANCIAL STATEMENTS

L Catterton Asia Acquisition Corp

Lotus Technology Inc.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of
L Catterton Asia Acquisition Corp.

Opinion on the Financial Statement

We have audited the accompanying balance sheet of *L* Catterton Acquisition Corp. (the "Company") as of December 31, 2021, the related statement of operations, changes in stockholders' deficit and cash flows for the period from January 5, 2021 (inception) through December 31, 2021, and the related notes (collectively referred to as the "financial statement"). In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the result of its operations and its cash flows for the period from January 5, 2021 (inception) through December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

This financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statement based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the financial statement, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statement. We believe that our audit provides a reasonable basis for our opinion.

/s/ Marcum LLP

Marcum LLP

We have served as the Company's auditor since 2021.

New York, NY
March 28, 2022

L CATTERTON ASIA ACQUISITION CORP

BALANCE SHEET
DECEMBER 31,2021

Assets:	
Cash	$ 591,197
Prepaid expenses	428,051
Total current assets	1,019,248
Prepaid expense – noncurrent	80,919
Marketable securities held in Trust Account	286,531,700
Total Assets	$287,631,867
Liabilities, Redeemable Ordinary Shares and Shareholders' Deficit	
Accounts payable and accrued expenses	$ 309,736
Due to related party	30,000
Total current liabilities	339,736
Deferred underwriting fee	10,027,806
Warrant liability	11,879,289
Total liabilities	22,246,831
Commitments and Contingencies (Note 6)	
Class A ordinary shares subject to possible redemption, 28,650,874 shares	286,531,700
Shareholders' Deficit:	
Preferred shares, $0.0001 par value; 2,000,000 shares authorized; none issued and outstanding	—
Class A ordinary shares, $0.0001 par value; 200,000,000 shares authorized; 0 shares issued and outstanding (excluding 28,650,874 shares subject to possible redemption)	—
Class B ordinary shares, $0.0001 par value; 20,000,000 shares authorized; 7,162,718 shares issued and outstanding	717
Additional paid-in capital	—
Accumulated Deficit	(21,147,381)
Total Shareholders' Deficit	(21,146,664)
Total Liabilities and Shareholders' Deficit	$287,631,867

The accompanying notes are an integral part of these financial statements.

L CATTERTON ASIA ACQUISITION CORP

STATEMENT OF OPERATIONS
FOR THE PERIOD FROM JANUARY 5, 2021 (INCEPTION) THROUGH DECEMBER 31, 2021

Formation and operating costs	$ 1,054,672
Loss from operations	(1,054,672)
Other income (expense):	
Interest earned on marketable securities held in Trust Account	22,958
Offering costs allocated to warrants	(695,493)
Change in fair value of warrant liability	7,215,278
Total other income	6,542,743
Net income	$ 5,488,071
Weighted average shares outstanding, Class A ordinary shares	23,083,649
Basic and diluted net income per share, Class A ordinary shares	$ 0.18
Weighted average shares outstanding, Class B ordinary shares	6,844,319
Basic and diluted net income per share, Class B ordinary shares	$ 0.18

The accompanying notes are an integral part of these financial statements.

L CATTERTON ASIA ACQUISITION CORP

STATEMENT OF CHANGES IN SHAREHOLDERS' DEFICIT
FOR THE PERIOD FROM JANUARY 5, 2021 (INCEPTION) THROUGH DECEMBER 31, 2021

	Class A Ordinary Shares		Class B Ordinary Shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount			
Balance as of January 5, 2021 (inception)	**—**	**$ —**	**—**	**$ —**	**$ —**	**$ —**	**$ —**
Class B ordinary share issued to initial shareholder	—	—	7,187,500	719	24,281	—	25,000
Forfeiture of Class B ordinary share held by initial shareholders	—	—	(24,782)	(2)	—	2	—
Remeasurement of ordinary share subject to possible redemption	—	—	—	—	(24,281)	(26,635,454)	(26,659,735)
Net income	—	—	—	—	—	5,488,071	5,488,071
Balance as of December 31, 2021	**—**	**$ —**	**7,162,718**	**$ 717**	**$ —**	**$(21,147,381)**	**$(21,146,664)**

The accompanying notes are an integral part of these financial statements.

L CATTERTON ASIA ACQUISITION CORP

STATEMENT OF CASH FLOWS
FOR THE PERIOD FROM JANUARY 5, 2021 (INCEPTION) THROUGH DECEMBER 31, 2021

Cash flows from operating activities:	
Net income	$ 5,488,071
Adjustments to reconcile net income to net cash used in operating activities:	
Interest earned on marketable securities held in Trust Account	(22,958)
Offering costs allocated to warrants	695,493
Change in fair value of warrant liability	(7,215,278)
Changes in operating assets and liabilities:	
Prepaid assets	(508,970)
Accounts payable and accrued expenses	309,736
Due to related party	30,000
Net cash used in operating activities	(1,223,906)
Cash Flows from Investing Activities:	
Marketable securities held in Trust Account	(286,508,742)
Net cash used in investing activities	(286,508,742)
Cash Flows from Financing Activities:	
Proceeds from initial public offering, net of underwriters' fees	280,778,566
Proceeds from private placement	8,230,176
Proceeds from issuance of shares to initial shareholders	25,000
Payment of deferred offering costs	(709,897)
Net cash provided by financing activities	288,323,845
Net change in cash	591,197
Cash, beginning of period	—
Cash, end of the period	$ 591,197
Supplemental disclosure of cash flow information:	
Deferred underwriting commissions payable	$ 10,027,806

The accompanying notes are an integral part of these financial statements.

L CATTERTON ASIA ACQUISITION CORP

NOTES TO FINANCIAL STATEMENTS

Note 1 — Organization and Business Operations

L Catterton Asia Acquisition Corp (the "Company") was incorporated as a Cayman Islands exempted company on January 5, 2021. The Company was incorporated for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar Business Combination with one or more businesses or entities (the "Business Combination"). The Company has not selected any specific Business Combination target and it has not, nor has anyone on its behalf, initiated any substantive discussions, directly or indirectly, with any Business Combination target. The Company will not be limited to a particular industry or geographic region in its identification and acquisition of a target company except that we will not acquire any target company whose primary business is investing in oil or gas reserves or real estate.

As of December 31, 2021, the Company had not commenced any operations. All activity for the period from January 5, 2021 (inception) through December 31, 2021 relates to the Company's formation and the Initial Public Offering ("IPO"), described below. The Company will not generate any operating revenues until after the completion of its initial Business Combination, at the earliest. The Company will generate non-operating income in the form of interest income on cash and cash equivalents from the proceeds derived from the IPO (as defined below). The Company has selected December 31 as its fiscal year end.

The Company's Sponsor is LCA Acquisition Sponsor, LP, a Cayman Islands limited partnership (the "Sponsor").

The registration statement for the Company's IPO was declared effective on March 10, 2021 (the "Effective Date"). On March 15, 2021, the Company consummated the IPO of 25,000,000 units (the "Units" and, with respect to ordinary share included in the Units being offered, the "Public Shares"), at $10.00 per Unit, generating gross proceeds of $250,000,000, which is discussed in Note 3.

Simultaneously with the closing of the IPO, the Company consummated the issuance and sale of 5,000,000 warrants (the "Private Placement Warrants") at a price of $1.50 per Private Placement Warrant in a private placement to the Sponsor, generating gross proceeds of $7,500,000, which is discussed in Note 4.

Transaction costs amounted to $16,467,878 consisting of $5,730,175 of underwriting discount, $10,027,806 of deferred underwriting discount, and $709,897 of other offering costs.

Following the closing of the IPO on March 15, 2021, $250,000,000 ($10.00 per Unit) from the net proceeds of the sale of the Units in the IPO and the sale of the Private Placement Warrants was placed in a Trust Account, and will only be invested in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act that invest only in direct U.S. government treasury obligations. Except with respect to interest earned on the funds held in the Trust Account that may be released to the Company to pay its income taxes, if any, the Company's amended and restated memorandum and articles of association, and subject to the requirements of law and regulation, will provide that the proceeds from the IPO and the sale of the Private Placement Warrants held in the Trust Account will not be released from the Trust Account (i) to the Company, until the completion of the initial Business Combination, or (ii) to the Company's Public Shareholders, until the earliest of (a) the completion of the initial Business Combination, and then only in connection with those Class A ordinary shares that such shareholders properly elected to redeem, subject to the limitations described herein, (b) the redemption of any Public Shares properly tendered in connection with a shareholder vote to amend the Company's amended and restated memorandum and articles of association (A) to modify the substance or timing of the Company's obligation to provide holders of its Class A ordinary shares the right to have their shares redeemed in connection with the initial Business Combination or to redeem 100% of the Company's Public Shares if the Company does not complete its initial Business Combination prior to March 15, 2023 (the "Combination Period") or (B) with respect to any other provision relating to the rights of holders of the Company's Class A ordinary shares, and (c) the redemption of the Public Shares if the Company has not consummated its Business Combination with the Combination Period, subject to applicable law. Public Shareholders who redeem their Class A ordinary shares in connection with a shareholder vote described in clause (b) in the preceding sentence

shall not be entitled to funds from the Trust Account upon the subsequent completion of an initial Business Combination or liquidation if the Company has not consummated an initial Business Combination within the Combination Period, with respect to such Class A ordinary shares so redeemed.

The Company will provide shareholders (the "Public Shareholders") of its Class A ordinary shares, par value $0.0001, sold in the IPO (the "Public Shares"), with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a general meeting called to approve the Business Combination or (ii) by means of a tender offer. The decision as to whether the Company will seek shareholder approval of a Business Combination or conduct a tender offer will be made by the Company, solely in its discretion. The Public Shareholders will be entitled to redeem all or a portion of their Public Shares upon the completion of the initial Business Combination at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account calculated as of two business days prior to the consummation of the initial Business Combination, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay the Company's income taxes, if any, divided by the number of the then-outstanding Public Shares. The amount in the Trust Account is $10.00 per Public Share. The per share amount the Company will distribute to investors who properly redeem their shares will not be reduced by the deferred underwriting commissions the Company will pay to the underwriters.

These Public Shares were classified as temporary equity upon the completion of the IPO in accordance with the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 480 "Distinguishing Liabilities from Equity." In such case, the Company will proceed with a Business Combination if the Company has net tangible assets of at least $5,000,001 and the approval of an ordinary resolution.

If the Company is unable to complete a Business Combination within during the Combination Period or during any extension period, the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes, if any (less up to $100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iii) 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 each case to the Company's obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law.

The Sponsor, officers and directors have agreed to (i) waive their redemption rights with respect to their Founder Shares and Public Shares in connection with the completion of the initial Business Combination, (ii) waive their redemption rights with respect to their Founder Shares and Public Shares in connection with a shareholder vote to approve an amendment to the Company's amended and restated memorandum and articles of association (A) that would modify the substance or timing of the Company's obligation to provide holders of the Class A ordinary shares the right to have their shares redeemed in connection with the initial Business Combination or to redeem 100% of the its Public Shares if the Company does not complete its initial Business Combination within the Combination Period or (B) with respect to any other provision relating to the rights of holders of the Company's Class A ordinary shares; (iii) waive their rights to liquidating distributions from the Trust Account with respect to their Founder Shares if the Company fails to complete an initial Business Combination within the Combination Period, although they will be entitled to liquidating distributions from the Trust Account with respect to any Public Shares they hold if the Company fails to complete the initial Business Combination within the prescribed timeframe, and (iv) vote their Founder Shares and Public Shares in favor of the Company's initial Business Combination.

Liquidity and Capital Resources

As of December 31, 2021, the Company had $591,197 in its operating bank account, and a working capital of $679,512.

The Company's liquidity needs up to March 15, 2021 were satisfied through a capital contribution from the Sponsor of $25,000 (see Note 5) for the founder shares and the loan under an unsecured promissory note from the Sponsor of up to $300,000 and offering costs and expenses paid for by related parties (see Note 5). Subsequent to the consummation of the IPO, the Company's liquidity needs have been satisfied through the net proceeds from the consummation of the Private Placement not held in the Trust Account. In addition, in order to finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the officers and directors may, but are not obligated to, provide the Company with working capital loans. As of December 31, 2021, there were no amounts outstanding under any working capital loan.

The Company will be using the funds held outside of the Trust Account for paying existing accounts payable, identifying and evaluating prospective initial Business Combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination. Based on the foregoing, management concluded that there is substantial doubt about the Company's ability to continue as a going concern, however, the Company has obtained commitment from the Sponsor to fund any working capital needs of the Company at least one year from the issuance of these financial statements, alleviating the substantial doubt.

Risks and Uncertainties

Management is continuing to evaluate the impact of the COVID-19 pandemic and has concluded that while it is reasonably possible that it could have a negative effect on the Company's financial position, results of its operations and/or search for a target company, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Note 2 — Significant Accounting Policies

Basis of Presentation

The accompanying financial statements are presented in conformity with accounting principles generally accepted in the United States of America ("US GAAP") and pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC").

Emerging Growth Company Status

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart the Company's Business Startups Act of 2012, (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the Company's financial statements with another

public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had cash equivalents of marketable securities totaling $286,531,700 at December 31, 2021.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of a cash account in a financial institution, which, at times, may exceed the Federal Depository Insurance Coverage of $250,000. As of December 31, 2021, the Company has not experienced any losses on this account.

Marketable Securities Held in Trust Account

At December 31, 2021, substantially all of the assets held in the Trust Account were held in money market funds which invest U.S. Treasury securities.

Warrant Liabilities

The Company evaluated the Public Warrants and Private Placement Warrants (collectively, “Warrants”, which are discussed in Note 2, Note 4, Note 5 and Note 9) in accordance with ASC 815-40, “Derivatives and Hedging — Contracts in Entity’s Own Equity”, and concluded that the Warrants contained provisions that did not meet the indexation guidance in ASC 815. As a result, the Warrants were not considered indexed to the Company’s stock. This resulted in the Warrants being recorded as a liability. The Warrants have been recorded as derivative liabilities on the Balance Sheet and measured at fair value at inception (on the date of the IPO) and at each reporting date in accordance with ASC 820, “Fair Value Measurement”, with changes in fair value recognized in the Statement of Operations in the period of change.

Offering Costs Associated with the Initial Public Offering

The Company complies with the requirements of the ASC 340-10-S99-1. Offering costs consisted of legal, accounting, underwriting fees and other costs incurred through the Initial Public Offering that were directly related to the Initial Public Offering. Offering costs are allocated to the separable financial instruments issued in the Initial Public Offering based on a relative fair value basis, compared to total proceeds received. Offering costs associated with warrant liabilities are expensed as incurred, presented as non-operating expenses in the statement of operations. Offering costs associated with the Class A ordinary shares were charged to temporary equity upon the completion of the Initial Public Offering. Transaction costs of the IPO, including the partial exercise of the over-allotment, amounted to $16,467,878, of which $695,493 were allocated to expense associated with the warrant liability.

Class A Ordinary Shares Subject to Possible Redemption

The Company accounts for Class A ordinary share subject to possible redemption in accordance with the guidance in Accounting Standards Codification (“ASC”) Topic 480 “Distinguishing Liabilities from Equity.” Class A ordinary share subject to mandatory redemption is classified as a liability instrument and is measured at fair value. Conditionally redeemable ordinary share (including ordinary share that features redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of

uncertain events not solely within the Company's control) is classified in temporary equity. At all other times, ordinary share is classified as shareholders' equity. The Company's Class A ordinary share feature certain redemption rights that are considered to be outside of the Company's control and subject to occurrence of uncertain future events. Accordingly, at December 31, 2021, the 28,650,874 Class A ordinary share is presented at redemption value as temporary equity, outside of the shareholders' deficit section of the Company's balance sheet.

The Company recognizes changes in redemption value immediately as they occur and adjusts the carrying value of redeemable ordinary share to equal the redemption value at the end of each reporting period. Increases or decreases in the carrying amount of redeemable ordinary share are affected by charges against additional paid in capital and accumulated deficit.

As of December 31, 2021, the ordinary shares reflected on the balance sheet are reconciled in the following table:

Gross proceeds	$286,508,742
Less:	
Proceeds allocated to Public Warrants	(12,130,642)
Excess of Proceeds Over Fair Value of Private Warrants	1,266,249
Class A ordinary share issuance costs	(15,772,384)
Plus:	
Remeasurement of carrying value to redemption value	26,659,735
Class A ordinary share subject to possible redemption	$286,531,700

Income Taxes

ASC Topic 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company's management determined that the Cayman Islands is the Company's major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. As of December 31, 2021, there were no unrecognized tax benefits and no amounts accrued for interest and penalties. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

The Company is considered to be an exempted Cayman Islands company with no connection to any other taxable jurisdiction and is presently not subject to income taxes or income tax filing requirements in the Cayman Islands or the United States. As such, the Company's tax provision was zero for the period presented.

Net Income Per Share

The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, Earnings Per Share. Net income per share is computed by dividing net income by the weighted average number of ordinary shares outstanding during the period. The Company has two classes of shares, Class A Ordinary Shares and Class B Ordinary Shares. Earnings and losses are shared pro rata between the two classes of shares. The Company has not considered the effect of warrants sold in the Initial Public Offering and the private placement to purchase 15,037,174 ordinary shares in the calculation of diluted income per share, since the exercise of the warrants is contingent upon the occurrence of future events. As a result, diluted net income per ordinary share is the same as basic net income per ordinary share for the period presented.

The Company's statement of operations applies the two-class method in calculating net income per share. Basic and diluted net income per ordinary share for Class A ordinary share and Class B ordinary share is calculated by dividing net income attributable to the Company by the weighted average number of shares of Class A ordinary share and Class B ordinary share outstanding, allocated proportionally to each class of ordinary share.

Reconciliation of Net Income per Ordinary Share

The Company's net income is adjusted for the portion of net income that is allocable to each class of ordinary shares. The allocable net income is calculated by multiplying net income by the ratio of weighted average number of shares outstanding attributable to Class A and Class B ordinary shares to the total weighted average number of shares outstanding for the period. Accordingly, basic and diluted income per ordinary share is calculated as follows:

	December 31, 2021
Class A Ordinary Share	
Net income allocable to Class A ordinary shares	$ 4,232,987
Basic and diluted weighted average shares outstanding	23,083,649
Basic and diluted net income per share	$ 0.18
Class B Ordinary Share	
Net income allocable to Class B ordinary shares	$ 1,255,084
Weighted average shares outstanding, basic and diluted	6,844,319
Basic and diluted net income per ordinary share	$ 0.18

Fair Value of Financial Instruments

The fair value of the Company's assets and liabilities, which qualify as financial instruments under ASC Topic 820, "Fair Value Measurement," approximates the carrying amounts represented in the accompanying balance sheet, primarily due to their short-term nature.

Recent Accounting Pronouncements

In August 2020, the FASB issued ASU 2020-06, *Debt-Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging-Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity* ("ASU 2020-06"), which simplifies accounting for convertible instruments by removing major separation models required under current GAAP. The ASU also removes certain settlement conditions that are required for equity-linked contracts to qualify for scope exception, and it simplifies the diluted earnings per share calculation in certain areas. The Company adopted ASU 2020-06 on January 1, 2021. Adoption of the ASU did not impact the Company's financial position, results of operations or cash flows.

The Company's management does not believe that any other recently issued, but not effective, accounting standards, if currently adopted, would have a material effect on the accompanying financial statements.

Note 3 — Initial Public Offering

Pursuant to the IPO on March 15, 2021, the Company sold 25,000,000 Units at a price of $10.00 per Unit, generating gross proceeds of $250,000,000. Each Unit consists of one Class A ordinary share and one-third of one redeemable warrant. Each whole warrant entitles the holder to purchase one Class A ordinary share at a price of $11.50 per share, subject to adjustment (see Note 7).

Note 4 — Private Placement

Simultaneously with the closing of the IPO, the Sponsor purchased an aggregate of 5,000,000 Private Placement Warrants (the "Private Placement Warrants") at a price of $1.50 per Private Placement Warrant, for an aggregate purchase price of $7,500,000, in a private placement. Simultaneously with the closing of the exercise of the overallotment option, the Company completed the sale of an additional 486,784 Private Placement Warrants to the Sponsor, at a purchase price of $1.50 per Private Warrant, generating gross proceeds of $730,176. A portion of the proceeds from the sales of Private Placement Warrants were added to the proceeds from the IPO held in the Trust Account.

The Private Placement Warrants (including the Class A ordinary shares issuable upon exercise of the Private Placement Warrants) will not be transferable, assignable or saleable until 30 days after the completion of the initial Business Combination and they will not be redeemable by the Company (except as described in Note 7) so long as they are held by the Sponsor or its permitted transferees. The Sponsor, or its permitted transferees, have the option to exercise the Private Placement Warrants on a cashless basis. If the Private Placement Warrants are held by holders other than the Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by the Company in all redemption scenarios and exercisable by the holders on the same basis as the warrants included in the units sold in the IPO.

Note 5 — Related Party Transactions

Founder Shares

On January 12, 2021, the Sponsor paid $25,000, or approximately $0.003 per share, to cover certain offering costs in consideration for 7,187,500 Class B ordinary shares, par value $0.0001 per share (the "Founder Shares"). Up to 937,500 Founder Shares were subject to forfeiture by the Sponsor, depending on the extent to which the underwriters' over-allotment option is exercised. On March 24, 2021, the Underwriters partially exercised the over-allotment option which resulted in 912,719 of the Founder Shares no longer subject to forfeiture. On April 24, 2021, the underwriters' over-allotment option to purchase up to an additional 99,126 additional units expired, having not been exercised, and accordingly, 24,782 Class B ordinary shares were forfeited by the Company's initial shareholders for no consideration.

The Sponsor, officers and directors have agreed not to transfer, assign or sell any of their Founder Shares until the earliest of (A) one year after the completion of the initial Business Combination and (B) subsequent to the initial Business Combination, (x) if the closing price of the Class A ordinary shares equals or exceeds $12.00 per share (as adjusted for share subdivisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Public Shareholders having the right to exchange their ordinary shares for cash, securities or other property (the "Lock-up"). Any permitted transferees would be subject to the same restrictions and other agreements of the Company's Sponsor, officers and directors with respect to any Founder Shares.

Due to Related Party

Commencing on the date the securities of the Company were first listed on the Nasdaq Capital Market, the Company will reimburse an affiliate of the Sponsor for office space, secretarial and administrative services incurred on behalf of members of the management team, in the amount of $10,000 per month. Upon completion of the initial Business Combination or the Company's liquidation, it will cease paying these monthly fees. A total of $95,000 has been incurred as of December 31, 2021.

As of December 31, 2021, the Company also paid the Sponsor $79,992 for offering costs paid on behalf of the Company. Due to related party as of December 31, 2021 amounts to $30,000.

Promissory Note — Related Party

On January 11, 2021, the Sponsor agreed to loan the Company up to $300,000 to cover expenses related to the IPO pursuant to a promissory note (the "Note"). This loan is non-interest bearing and payable on the earlier of June 30, 2021 or the completion of the IPO. The Company did not draw down any amounts under the promissory note. The Sponsor instead made payments for offering costs on behalf of the Company which is recorded as due to related party.

Working Capital Loans

In addition, in order to finance transaction costs in connection with an intended Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors, may, but are not obligated to, loan the Company funds as may be required ("Working Capital Loans"). If the Company completes a Business Combination, the Company would repay the Working Capital Loans out of the proceeds

of the Trust Account released to it. Otherwise, the Working Capital Loans may be repaid only out of funds held outside the Trust Account. In the event that the initial Business Combination does not close, the Company may use a portion of the working capital held outside the Trust Account to repay Working Capital Loans but no proceeds from the Trust Account would be used to repay the Working Capital Loans. Up to $1,500,000 of the Working Capital Loans may be convertible into warrants of the post Business Combination entity at a price of $1.50 per warrant at the option of the lender. Such warrants would be identical to the Private Placement Warrants. Except as set forth above, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. As of December 31, 2021, the Company had no borrowings under the Working Capital Loans.

Note 6 — Commitments and Contingencies

Registration Rights

The holders of the Founder Shares, Private Placement Warrants and any warrants that may be issued upon conversion of Working Capital Loans (and any Class A ordinary shares issuable upon the exercise of the Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans) are entitled to registration rights pursuant to a registration and shareholder rights agreement signed prior to or on the effective date of the IPO. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company register such securities. In addition, the holders have certain “piggy-back” registration rights with respect to registration statements filed subsequent to the Company’s completion of its initial Business Combination. However, the registration and shareholder rights agreement provides that the Company will not permit any registration statement filed under the Securities Act to become effective until termination of the applicable Lock-up period, which occurs (i) in the case of the Founder Shares, and (ii) in the case of the Private Placement Warrants and the respective Class A ordinary shares underlying such warrants, 30 days after the completion of the initial Business Combination. The Company will bear the expenses incurred in connection with the filing of any such registration statement.

Underwriting Agreement

The Company granted the underwriters a 45-day option from March 15, 2021 to purchase up to an additional 3,750,000 Units to cover over-allotments, if any. at the IPO price less the underwriting discounts and commissions. On March 24, 2021, the Underwriters partially exercised the over-allotment option and purchased an additional 3,650,874 Over-Allotment Units. The underwriters did not exercise their remaining option, which expired on April 24, 2021.

On March 15, 2021, the Company paid an underwriting discount of $5,000,000, and on March 24, 2021, the Company paid an additional underwriting discount of $730,175 for over-allotment units sold. On March 15, 2021, the Company paid an underwriting discount of $5,000,000. Additionally, $0.35 per unit, or $8,750,000 in the aggregate (or $10,062,500 in the aggregate if the underwriters’ over-allotment option is exercised in full), will be payable to the underwriters for deferred underwriting commissions. The deferred fee will become payable to the underwriters from the amounts held in the Trust Account solely in the event that the Company completes a Business Combination, subject to the terms of the underwriting agreement.

Note 7 — Shareholders’ Equity

Preference Shares — The Company is authorized to issue 2,000,000 preference shares and provide that preference shares may be issued from time to time in one or more series. The Company’s board of directors will be authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. At December 31, 2021, there were no preference shares issued or outstanding.

Class A Ordinary shares — The Company is authorized to issue 200,000,000 Class A ordinary shares with a par value of $0.0001 per share. At December 31, 2021, there were 0 shares issued and outstanding, excluding 28,650,874 shares subject to possible redemption.

Class B Ordinary shares — The Company is authorized to issue 20,000,000 Class B ordinary shares with a par value of $0.0001 per share. Holders are entitled to one vote for each Class B ordinary share. At December 31, 2021, there were 7,162,718 Class B ordinary shares issued and outstanding.

Holders of the Class A ordinary shares and holders of the Class B ordinary shares will vote together as a single class on all matters submitted to a vote of the Company's shareholders, except as required by law. Prior to the initial Business Combination, only holders of the Founder Shares will have the right to vote on the election of directors. Holders of the Public Shares will not be entitled to vote on the appointment of directors during such time. Unless specified in the Company's amended and restated memorandum and articles of association, or as required by applicable provisions of the Companies Law or applicable stock exchange rules, the affirmative vote of a majority of the Company's ordinary shares that are voted is required to approve any such matter voted on by its shareholders.

The Class B ordinary shares will automatically convert into Class A ordinary shares (which such Class A ordinary shares delivered upon conversion will not have redemption rights or be entitled to liquidating distributions from the Trust Account if the Company does not consummate an initial Business Combination) at the time of the initial Business Combination or earlier at the option of the holders thereof at a ratio such that the number of Class A ordinary shares issuable upon conversion of all Founder Shares will equal, in the aggregate, on an as-converted basis,20% of the sum of (i) the total number of ordinary shares issued and outstanding upon the completion of the IPO, plus (ii) the total number of Class A ordinary shares issued or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial Business Combination, excluding any Class A ordinary shares or equity-linked securities exercisable for or convertible into Class A ordinary shares issued, deemed issued or to be issued to any seller in the initial Business Combination and any Private Placement Warrants issued to the Company's Sponsor, its affiliates or any member of the Company's management team upon conversion of Working Capital Loans. In no event will the Class B ordinary shares convert into Class A ordinary shares at a rate of less than one-to-one.

Warrants — The Public Warrants will become exercisable at $11.50 per share on the later of twelve months from the closing of the IPO and 30 days after the completion of the initial Business Combination. Only a whole warrant may be exercised at a given time by a warrant holder. No fractional warrants will be issued upon separation of the units and only whole warrants will trade. The warrants will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation.

The Company has agreed that as soon as practicable, but in no event later than 20 business days after the closing of the initial Business Combination, it will use commercially reasonable efforts to file with the SEC a registration statement for the registration, under the Securities Act, of the Class A ordinary shares issuable upon exercise of the warrants, and it will use its commercially reasonable efforts to cause the same to become effective within 60 business days after the closing of the initial Business Combination, and to maintain the effectiveness of such registration statement and a current prospectus relating to those Class A ordinary shares until the warrants expire or are redeemed, as specified in the warrant agreement; provided that, if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a "covered security" under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of public warrants who exercise their warrants to do so on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act and, in the event the Company so elects, it will not be required to file or maintain in effect a registration statement, but the Company will use its commercially reasonably efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th day after the closing of the initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act or another exemption, but the Company will use its commercially reasonably efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. In such event, each holder would pay the exercise price by surrendering the warrants for that number of Class A ordinary shares equal to the lesser of (A) the quotient obtained by dividing (x) the product of the number of Class A ordinary shares underlying the warrants, multiplied by the excess of the "fair market value" (defined below) less the exercise price of the warrants by (y) the fair market value and (B) 0.361. The "fair market value" as used in this paragraph shall mean the volume weighted average price of the Class A ordinary shares for the 10 trading days ending on the trading day prior to the date on which the notice of exercise is received by the warrant agent.

In no event will the Company be required to net cash settle any warrant. In the event that a registration statement is not effective for the exercised warrants, the purchaser of a unit containing such warrant will have paid the full purchase price for the unit solely for the Class A ordinary share underlying such unit.

Redemption of Warrants When the Price per Class A Ordinary Share Equals or Exceeds $18.00

Once the warrants become exercisable, the Company may redeem the outstanding warrants (except as described herein with respect to the Private Placement Warrants):

- in whole and not in part;
- at a price of $0.01 per warrant;
- upon not less than 30 days' prior written notice of redemption to each warrant holder; and
- if, and only if, the closing price of the Class A ordinary shares equals or exceeds $18.00 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant) for any 20 trading days within a 30-trading day period ending three trading days before the Company send the notice of redemption to the warrant holders.

Redemption of Warrants When the Price per Class A Ordinary Share Equals or Exceeds $10.00

- in whole and not in part;
- at $0.10 per warrant upon a minimum of 30 days' prior written notice of redemption provided that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of shares, based on the redemption date and the "fair market value" of the Company's Class A ordinary shares;
- if, and only if, the closing price of the Company's Class A ordinary shares equals or exceeds $10.00 per public share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant) for any 20 trading days within the 30-trading day period ending three trading days before the Company sends the notice of redemption to the warrant holders; and
- if the closing price of the Class A ordinary shares for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders is less than $18.00 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant), the Private Placement Warrants must also be concurrently called for redemption on the same terms as the outstanding public warrants, as described above.

In addition, if (x) the Company issues additional Class A ordinary shares or equity-linked securities for capital raising purposes in connection with the closing of the initial Business Combination at an issue price or effective issue price of less than $9.20 per Class A ordinary share (with such issue price or effective issue price to be determined in good faith by the Company's board of directors and, in the case of any such issuance to its Sponsors, or its affiliates, without taking into account any Founder Shares held by the Sponsor 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 initial Business Combination on the date of the consummation of the initial Business Combination (net of redemptions), and (z) the volume weighted average trading price of the Class A ordinary shares during the 20 trading day period starting on the trading day prior to the day on which the Company consummates its initial Business Combination (such price, the "Market Value") is below $9.20 per share, the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115% of the higher of the Market Value and the Newly Issued Price, the $18.00 per share redemption trigger price described above 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 the $10.00 per share redemption trigger price described above will be adjusted (to the nearest cent) to be equal to the higher of the Market Value and the Newly Issued Price.

Note 8 — Recurring Fair Value Measurements

The Company follows the guidance in ASC 820 for its financial assets and liabilities that are re-measured and reported at fair value at each reporting period, and non-financial assets and liabilities that are re-measured and reported at fair value at least annually.

The fair value of the Company's financial assets and liabilities reflects management's estimate of amounts that the Company would have received in connection with the sale of the assets or paid in connection with the transfer of the liabilities in an orderly transaction between market participants at the measurement date. In connection with measuring the fair value of its assets and liabilities, the Company seeks to maximize the use of observable inputs (market data obtained from independent sources) and to minimize the use of unobservable inputs (internal assumptions about how market participants would price assets and liabilities). The following fair value hierarchy is used to classify assets and liabilities based on the observable inputs and unobservable inputs used in order to value the assets and liabilities:

Level 1 — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Valuation adjustments and block discounts are not being applied. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

Level 2 — Valuations based on (i) quoted prices in active markets for similar assets and liabilities, (ii) quoted prices in markets that are not active for identical or similar assets, (iii) inputs other than quoted prices for the assets or liabilities, or (iv) inputs that are derived principally from or corroborated by market through correlation or other means.

Level 3 — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The following table presents information about the Company's assets that are measured at fair value on a recurring basis at December 31, 2021, and indicates the fair value hierarchy of the valuation inputs the Company utilized to determine such fair value:

	December 31, 2021	Quoted Prices In Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets:				
U.S. Money Market held in Trust Account	$286,531,700	$286,531,700	$ —	$ —
Liabilities:				
Public Warrants Liability	$ 7,544,730	7,544,730	—	$ —
Private Placement Warrants Liability	4,334,559	—	—	4,334,559
	$ 11,879,289	$ 7,544,730	$ —	$ 4,334,559

The Warrants are accounted for as liabilities in accordance with ASC 815-40 and are presented within warrant liabilities on the Balance Sheet. The warrant liabilities are measured at fair value at inception and on a recurring basis, with changes in fair value presented within change in fair value of warrant liabilities in the Statement of Operations.

The Company established the initial fair value of the Public Warrants and Private Warrants on March 15, 2021, the date of the Company's Initial Public Offering, using a Monte Carlo simulation model. As of December 31, 2021, the fair value for the Private Warrants was estimated using a Monte Carlo simulation model, and the fair value of the Public Warrants by reference to the quoted market price. The Public and Private Warrants were classified as Level 3 at the initial measurement date, and the Private Warrants were classified as Level 3 as of December 31, 2021 due to the use of unobservable inputs. In the period ending June 30, 2021, the Public Warrants were reclassified from a Level 3 to a Level 1 classification due to use of the observed trading price of the separated Public Warrants. Transfers between levels are recorded at the end of each reporting period.

The following table provides quantitative information regarding Level 3 fair value measurements as of December 31, 2021:

Input	
Risk-free interest rate	1.29%
Dividend rate	0.00%
Expected term (years)	5.46
Expected volatility	15.3%
Share price – asset price	$ 9.73
Exercise price	$11.50

Note 9 — Subsequent Events

The Company evaluated subsequent events and transactions that occurred after the balance sheet date up to the date that the financial statements were issued. Based upon this review, the Company did not identify any subsequent events that would have required adjustment or disclosure in the financial statements.

L CATTERTON ASIA ACQUISITION CORP

CONDENSED BALANCE SHEETS

	September 30, 2022	December 31, 2021
	(Unaudited)	
ASSETS:		
Current assets		
Cash	$ 66,995	$ 591,197
Prepaid expenses	202,771	428,051
Total Current Assets	269,766	1,019,248
Prepaid expense – noncurrent	—	80,919
Marketable securities held in Trust Account	288,240,632	286,531,700
TOTAL ASSETS	**$288,510,398**	**$287,631,867**
Liabilities, Redeemable Ordinary Shares and Shareholders' Deficit		
Current liabilities		
Accounts payable and accrued expenses	$ 1,199,389	$ 309,736
Due to related party	1,509,830	30,000
Total Current Liabilities	2,709,219	339,736
Deferred underwriting fee	10,027,806	10,027,806
Warrant liability	601,483	11,879,289
Total Liabilities	**13,338,508**	**22,246,831**
COMMITMENTS AND CONTINGENCIES (Note 6)		
Class A ordinary shares subject to possible redemption, 28,650,874 shares at September 30, 2022 and December 31, 2021, respectively	288,240,632	286,531,700
SHAREHOLDERS' DEFICIT		
Preference shares, $0.0001 par value; 2,000,000 shares authorized; none issued and outstanding	—	—
Class A ordinary shares, $0.0001 par value; 200,000,000 shares authorized; none issued and outstanding (excluding 28,650,874 shares subject to possible redemption) at September 30, 2022 and December 31, 2021	—	—
Class B ordinary shares, $0.0001 par value; 20,000,000 shares authorized; 7,162,718 shares issued and outstanding at September 30, 2022 and December 31, 2021	717	717
Additional paid-in capital	—	—
Accumulated deficit	(13,069,459)	(21,147,381)
Total Shareholders' Deficit	**(13,068,742)**	**(21,146,664)**
TOTAL LIABILITIES AND SHAREHOLDERS' DEFICIT	**$288,510,398**	**$287,631,867**

The accompanying notes are an integral part of these unaudited financial statements.

L CATTERTON ASIA ACQUISITION CORP

CONDENSED STATEMENTS OF OPERATIONS
(UNAUDITED)

	Three Months Ended September 30,		Nine Months Ended September 30, 2022	For the Period from January 5, 2021 (Inception) through September 30, 2021
	2022	2021		
Formation and operating costs	$ 1,681,305	$ 229,110	$ 3,199,884	$ 578,966
Loss from operations	**(1,681,305)**	**(229,110)**	**(3,199,884)**	**(578,966)**
Other income (expense):				
Interest earned on marketable securities held in Trust Account	1,293,284	3,686	1,708,932	16,904
Offering costs allocated to warrants	—	—	—	(695,493)
Change in fair value of warrant liability	957,093	3,759,269	11,277,806	8,568,615
Total other income, net	2,250,377	3,762,955	12,986,738	7,890,026
Net income	**$ 569,072**	**$ 3,533,845**	**$ 9,786,854**	**$ 7,311,060**
Weighted average shares outstanding, Class A ordinary shares	28,650,874	28,650,874	28,650,874	21,179,617
Basic and diluted net income per share, Class A ordinary shares	$ 0.02	$ 0.10	$ 0.27	$ 0.26
Weighted average shares outstanding, Class B ordinary shares	7,162,718	7,162,718	7,162,718	6,735,424
Basic and diluted net income per share, Class B ordinary shares	$ 0.02	$ 0.10	$ 0.27	$ 0.26

The accompanying notes are an integral part of these unaudited financial statements.

L CATTERTON ASIA ACQUISITION CORP

CONDENSED STATEMENT OF CHANGES IN SHAREHOLDERS' DEFICIT
(UNAUDITED)

FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2022

	Class A Ordinary shares		Class B Ordinary shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount			
Balance as of January 1, 2022	**—**	**$ —**	**7,162,718**	**$ 717**	**$ —**	**$(21,147,381)**	**$(21,146,664)**
Net income	—	—	—	—	—	4,733,343	4,733,343
Remeasurement of ordinary shares subject to possible redemption for interest income	—	—	—	—	—	(28,733)	(28,733)
Balance as of March 31, 2022	**—**	**$ —**	**7,162,718**	**$ 717**	**$ —**	**$(16,442,771)**	**$(16,442,054)**
Net income	—	—	—	—	—	4,484,439	4,484,439
Remeasurement of ordinary shares subject to possible redemption to redemption value	—	—	—	—	—	(386,915)	(386,915)
Balance as of June 30, 2022	**—**	**$ —**	**7,162,718**	**$ 717**	**$ —**	**$(12,345,247)**	**$(12,344,530)**
Net income	—	—	—	—	—	569,072	569,072
Remeasurement of ordinary shares subject to possible redemption to redemption value	—	—	—	—	—	(1,293,284)	(1,293,284)
Balance as of September 30, 2022	**—**	**$ —**	**7,162,718**	**$ 717**	**$ —**	**$(13,069,459)**	**$(13,068,742)**

The accompanying notes are an integral part of these unaudited financial statements.

FOR THE THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2021
FOR THE PERIOD FROM JANUARY 5, 2021 (INCEPTION) THROUGH SEPTEMBER 30, 2021

	Class A Ordinary shares		Class B Ordinary shares		Additional Paid-in Capital	Accumulated Deficit	Total Shareholders' Deficit
	Shares	Amount	Shares	Amount			
Balance as of January 5, 2021 (inception)	**—**	**$ —**	**—**	**$ —**	**$ —**	**$ —**	**$ —**
Class B ordinary shares issued to Sponsor	—	—	7,187,500	719	24,281	—	25,000
Sale of 28,650,874 Units, net of underwriting discount and offering expenses, and fair value of Public Warrants	28,650,874	2,865	—	—	258,602,849	—	258,605,714
Proceeds received in excess of fair value of Private Placement Warrants	—	—	—	—	1,266,251	—	1,266,251
Net loss	—	—	—	—	—	(1,090,322)	(1,090,322)
Ordinary shares subject to possible redemption	(28,650,874)	(2,865)	—	—	(259,893,381)	(26,615,472)	(286,511,718)
Balance as of March 31, 2021	**—**	**$ —**	**7,187,500**	**$ 719**	**$ —**	**$(27,705,794)**	**$ (27,705,075)**
Forfeiture of Class B common stock held by initial stockholders	—	—	(24,782)	(2)	—	2	—
Ordinary shares subject to possible redemption	—	—	—	—	—	(10,241)	(10,241)
Net income	—	—	—	—	—	4,867,537	4,867,537
Balance as of June 30, 2021	**—**	**$ —**	**7,162,718**	**$ 717**	**$ —**	**$(27,848,496)**	**$ (22,847,779)**
Ordinary shares subject to possible redemption	—	—	—	—	—	(3,686)	(3,686)
Net income	—	—	—	—	—	3,533,845	3,533,845
Balance as of September 30, 2021	**—**	**$ —**	**7,162,718**	**$ 717**	**$ —**	**$(19,318,337)**	**$ (19,317,620)**

The accompanying notes are an integral part of these unaudited financial statements.

L CATTERTON ASIA ACQUISITION CORP

CONDENSED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Nine Months Ended September 30, 2022	For the period from January 5, 2021 (inception) through September 30, 2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 9,786,854	$ 7,311,060
Adjustments to reconcile net income to net cash used in operating activities:		
Interest earned on marketable securities held in Trust Account	(1,708,932)	(16,904)
Offering costs allocated to warrants	—	695,493
Change in fair value of warrant liability	(11,277,806)	(8,568,615)
Changes in operating assets and liabilities:		
Prepaid expenses	306,199	(448,447)
Other assets	—	(189,984)
Accounts payable and accrued expenses	889,653	46,610
Due to related party	1,479,830	40,000
Net cash flows used in operating activities	**(524,202)**	**(1,130,787)**
CASH FLOWS FROM INVESTING ACTIVITIES		
Marketable securities held in Trust Account	—	(286,508,741)
Net cash flows used in financing activities	**—**	**(286,508,741)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of Class B ordinary shares to Sponsor	—	25,000
Proceeds from sale of Units, net of underwriting discount	—	280,778,566
Proceeds from sale of Private Placement Warrants	—	8,230,176
Payment of offering costs	—	(709,897)
Net cash flows provided by financing activities	**—**	**288,323,845**
Net Change in Cash	**(524,202)**	**684,317**
Cash – Beginning of period	591,197	—
Cash – End of period	**$ 66,995**	**$ 684,317**
Non-Cash investing and financing activities:		
Offering costs paid by Sponsor on behalf of the Company	$ —	$ 80,000
Change in ordinary shares subject to possible redemption	$ —	$ 16,905
Subsequent remeasurement of Class A ordinary shares subject to possible redemption	$ 1,708,932	—
Deferred underwriters' discount payable charged to additional paid-in capital	$ —	$ 10,027,806

The accompanying notes are an integral part of these unaudited financial statements.

L CATTERTON ASIA ACQUISITION CORP

NOTES TO UNAUDITED FINANCIAL STATEMENTS

Note 1 — Organization and Business Operations

L Catterton Asia Acquisition Corp (the "Company") was incorporated as a Cayman Islands exempted company on January 5, 2021. The Company was incorporated for the purpose of effecting a merger, share exchange, asset acquisition, share purchase, reorganization or similar Business Combination with one or more businesses or entities (the "Business Combination"). The Company will not be limited to a particular industry or geographic region in its identification and acquisition of a target company except that we will not acquire any target company whose primary business is investing in oil or gas reserves or real estate.

As of September 30, 2022, the Company had not commenced any operations. All activity through September 30, 2022 relates to the Company's formation, its Initial Public Offering ("IPO"), described below, and subsequent to the IPO, identifying and evaluating prospective acquisition targets for a Business Combination. The Company will not generate any operating revenues until after the completion of its initial Business Combination, at the earliest. The Company generates non-operating income in the form of interest income on cash and cash equivalents from the proceeds derived from the IPO. The Company has selected December 31 as its fiscal year end.

The Company's Sponsor is LCA Acquisition Sponsor, LP, a Cayman Islands limited partnership (the "Sponsor").

The registration statement for the Company's IPO was declared effective on March 10, 2021 (the "Effective Date"). On March 15, 2021, the Company consummated the IPO of 25,000,000 units (the "Units" and, with respect to ordinary share included in the Units being offered, the "Public Shares"), at $10.00 per Unit, generating gross proceeds of $250,000,000, which is discussed in Note 3.

Simultaneously with the closing of the IPO, the Company consummated the issuance and sale of 5,000,000 warrants (the "Private Placement Warrants") at a price of $1.50 per Private Placement Warrant in a private placement to the Sponsor, generating gross proceeds of $7,500,000, which is discussed in Note 4.

Transaction costs amounted to $16,467,878 consisting of $5,730,175 of underwriting discount, $10,027,806 of deferred underwriting discount, and $709,897 of other offering costs.

Following the closing of the IPO on March 15, 2021, $250,000,000 ($10.00 per Unit) from the net proceeds of the sale of the Units in the IPO and the sale of the Private Placement Warrants was placed in a Trust Account, and will only be invested in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act having a maturity of 185 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act that invest only in direct U.S. government treasury obligations.

Except with respect to interest earned on the funds held in the Trust Account that may be released to the Company to pay its income taxes, if any, the Company's amended and restated memorandum and articles of association, and subject to the requirements of law and regulation, will provide that the proceeds from the IPO and the sale of the Private Placement Warrants held in the Trust Account will not be released from the Trust Account (i) to the Company, until the completion of the initial Business Combination, or (ii) to the Company's Public Shareholders, until the earliest of (a) the completion of the initial Business Combination, and then only in connection with those Class A ordinary shares that such shareholders properly elected to redeem, subject to the limitations described herein, (b) the redemption of any Public Shares properly tendered in connection with a shareholder vote to amend the Company's amended and restated memorandum and articles of association (A) to modify the substance or timing of the Company's obligation to provide holders of its Class A ordinary shares the right to have their shares redeemed in connection with the initial Business Combination or to redeem 100% of the Company's Public Shares if the Company does not complete its initial Business Combination prior to March 15, 2023 (the "Combination Period") or (B) with respect to any other provision relating to the rights of holders of the Company's Class A ordinary shares, and (c) the redemption of the Public Shares if the Company has not consummated its Business Combination with the Combination Period, subject to applicable law. Public Shareholders who redeem their Class A ordinary shares in connection

with a shareholder vote described in clause (b) in the preceding sentence shall not be entitled to funds from the Trust Account upon the subsequent completion of an initial Business Combination or liquidation if the Company has not consummated an initial Business Combination within the Combination Period, with respect to such Class A ordinary shares so redeemed.

The Company will provide shareholders (the "Public Shareholders") of its Class A ordinary shares, par value $0.0001, sold in the IPO (the "Public Shares"), with the opportunity to redeem all or a portion of their Public Shares upon the completion of a Business Combination either (i) in connection with a general meeting called to approve the Business Combination or (ii) by means of a tender offer. The decision as to whether the Company will seek shareholder approval of a Business Combination or conduct a tender offer will be made by the Company, solely in its discretion. The Public Shareholders will be entitled to redeem all or a portion of their Public Shares upon the completion of the initial Business Combination at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account calculated as of two business days prior to the consummation of the initial Business Combination, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay the Company's income taxes, if any, divided by the number of the then-outstanding Public Shares. The amount in the Trust Account is $10.00 per Public Share. The per share amount the Company will distribute to investors who properly redeem their shares will not be reduced by the deferred underwriting commissions the Company will pay to the underwriters.

These Public Shares were classified as temporary equity upon the completion of the IPO in accordance with the Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 480 "Distinguishing Liabilities from Equity." In such case, the Company will proceed with a Business Combination if the Company has net tangible assets of at least $5,000,001 and the approval of an ordinary resolution.

The Company will have until March 15, 2023 (the "Combination Period") to complete the Business Combination. However, if the Company is unable to complete a Business Combination within during the Combination Period or during any extension period, the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes, if any (less up to $100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any), and (iii) 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 each case to the Company's obligations under Cayman Islands law to provide for claims of creditors and the requirements of other applicable law.

The Sponsor, officers and directors have agreed to (i) waive their redemption rights with respect to their Founder Shares and Public Shares in connection with the completion of the initial Business Combination, (ii) waive their redemption rights with respect to their Founder Shares and Public Shares in connection with a shareholder vote to approve an amendment to the Company's amended and restated memorandum and articles of association (A) that would modify the substance or timing of the Company's obligation to provide holders of the Class A ordinary shares the right to have their shares redeemed in connection with the initial Business Combination or to redeem 100% of the its Public Shares if the Company does not complete its initial Business Combination within the Combination Period or (B) with respect to any other provision relating to the rights of holders of the Company's Class A ordinary shares; (iii) waive their rights to liquidating distributions from the Trust Account with respect to their Founder Shares if the Company fails to complete an initial Business Combination within the Combination Period, although they will be entitled to liquidating distributions from the Trust Account with respect to any Public Shares they hold if the Company fails to complete the initial Business Combination within the prescribed timeframe, and (iv) vote their Founder Shares and Public Shares in favor of the Company's initial Business Combination.

Liquidity and Going Concern

As of September 30, 2022, the Company had $66,995 in its operating bank account. As of September 30, 2022, the Company had a working capital deficit of $2,439,453.

The Company's liquidity needs up to its IPO were satisfied through a capital contribution from the Sponsor of $25,000 (see Note 5) for the founder shares and the loan under an unsecured promissory note from the Sponsor of up to $300,000 and offering costs and expenses paid for by related parties (see Note 5). Subsequent to the consummation of the IPO, the Company's liquidity needs have been satisfied through the net proceeds from the consummation of the Private Placement not held in the Trust Account. In addition, in order to finance transaction costs in connection with a Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the officers and directors may, but are not obligated to, provide the Company with working capital loans. As of September 30, 2022, there were no amounts outstanding under any working capital loan.

The Company will be using the funds held outside of the Trust Account for paying existing accounts payable, identifying and evaluating prospective initial Business Combination candidates, performing due diligence on prospective target businesses, paying for travel expenditures, selecting the target business to merge with or acquire, and structuring, negotiating and consummating the Business Combination. The Company obtained a commitment from the Sponsor to fund any working capital needs of the Company at least one year from the issuance of these financial statements through loans of up to an aggregate of $500,000.

In connection with the Company's assessment of going concern considerations in accordance with the authoritative guidance in Financial Accounting Standard Board ("FASB") Accounting Standards Update ("ASU") 2014-15, "Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern," the mandatory liquidation and subsequent dissolution, should the Company be unable to complete an initial business combination, raises substantial doubt about the Company's ability to continue as a going concern. The Company has until March 15, 2023, 24 months from the closing of the initial public offering, to consummate an initial business combination. It is uncertain that the Company will be able to consummate an initial business combination by the specified period. If an initial business combination is not consummated by March 15, 2023, there will be a mandatory liquidation and subsequent dissolution. These financial statements do not include any adjustments relating to the recovery of the recorded assets or the classification of the liabilities that might be necessary should the Company be unable to continue as a going concern. The Company intends to complete an initial business combination before the mandatory liquidation date. However, there can be no assurance that the Company will be able to consummate any business combination by March 15, 2023.

Risks and Uncertainties

Management continues to evaluate the impact of the COVID-19 pandemic and has concluded that while it is reasonably possible that the virus could have a negative effect on the Company's financial position, results of its operations, and/or search for a target company, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

The United States and global markets are experiencing volatility and disruption following the escalation of geopolitical tensions and the recent invasion of Ukraine by Russia in February 2022. In response to such invasion, the North Atlantic Treaty Organization ("NATO") deployed additional military forces to eastern Europe, and the United States, the United Kingdom, the European Union and other countries have announced various sanctions and restrictive actions against Russia, Belarus and related individuals and entities, including the removal of certain financial institutions from the Society for Worldwide Interbank Financial Telecommunication (SWIFT) payment system. Certain countries, including the United States, have also provided and may continue to provide military aid or other assistance to Ukraine during the ongoing military conflict, increasing geopolitical tensions with Russia. The invasion of Ukraine by Russia and the resulting measures that have been taken, and could be taken in the future, by NATO, the United States, the United Kingdom, the European Union and other countries have created global security concerns that could have a lasting impact on regional and global economies. Although the length and impact of the ongoing military conflict in Ukraine is highly unpredictable, the conflict could lead to market disruptions, including significant volatility in commodity prices, credit and capital markets, as well as supply chain interruptions. Additionally, Russian military actions and the resulting sanctions could adversely affect the global economy and financial markets and lead to instability and lack of liquidity in capital markets. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Note 2 — Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed financial statements are presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America ("GAAP") for financial information and pursuant to the rules and regulations of the SEC. Accordingly, they do not include all of the information and footnotes required by GAAP. In the opinion of management, the unaudited condensed financial statements reflect all adjustments, which include only normal recurring adjustments necessary for the fair statement of the balances and results for the periods presented. The interim results for the three and nine months ended September 30, 2022 are not necessarily indicative of the results to be expected for the year ending December 31, 2022 or for any future interim periods.

The accompanying unaudited condensed financial statements should be read in conjunction with the audited financial statements and notes thereto included in the Company's Annual Report on Form 10-K as of and for the year ended December 31, 2021.

Emerging Growth Company Status

The Company is an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the Jumpstart our Business Startups Act of 2012, (the "JOBS Act"), and it may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in its periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

Further, Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that a company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period which means that when a standard is issued or revised and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard. This may make comparison of the Company's financial statements with another public company which is neither an emerging growth company nor an emerging growth company which has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity of three months or less when purchased to be cash equivalents. The Company had marketable securities totaling $288,240,632 and $286,531,700 at September 30, 2022 and December 31, 2021, respectively.

Marketable Securities Held in Trust Account

At September 30, 2022 and December 31, 2021, substantially all of the assets held in the Trust Account were held in money market funds which invest U.S. Treasury securities. The Company's portfolio of marketable

securities held in the Trust Account is comprised of U.S. government securities, within the meaning set forth in Section 2(a)(16) of the Investment Company Act, with a maturity of 185 days or less, investments in money market funds that invest in U.S. government securities, cash, or a combination thereof. Gains and losses resulting from the change in fair value of these securities is included in gain on investment held in Trust Account. The estimated fair values of the marketable securities held in the Trust Account are determined using available market information.

Warrant Liabilities

The Company evaluated the Public Warrants and Private Placement Warrants (collectively, "Warrants", which are discussed in Note 2, Note 4, Note 5, Note 7 and Note 8) in accordance with ASC 815-40, "Derivatives and Hedging — Contracts in Entity's Own Equity", and concluded that a provision in the Warrant Agreement related to certain tender or exchange offers precludes the Warrants from being accounted for as components of equity. As the Warrants meet the definition of a derivative as contemplated in ASC 815, the Warrants are recorded as derivative liabilities on the Condensed Balance Sheet and measured at fair value at inception (on the date of the IPO) and at each reporting date in accordance with ASC 820, "Fair Value Measurement", with changes in fair value recognized in the Condensed Statement of Operations in the period of change.

Class A Ordinary shares Subject to Possible Redemption

The Company accounts for Class A ordinary shares subject to possible redemption in accordance with the guidance in Accounting Standards Codification ("ASC") Topic 480 "Distinguishing Liabilities from Equity." Class A ordinary shares subject to mandatory redemption is classified as a liability instrument and is measured at fair value. Conditionally redeemable ordinary share (including ordinary share that features redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control) is classified in temporary equity. At all other times, ordinary share is classified as shareholders' equity. The Company's Class A ordinary shares feature certain redemption rights that are considered to be outside of the Company's control and subject to occurrence of uncertain future events. Accordingly, at September 30, 2022 and December 31, 2021, the 28,650,874 Class A Ordinary Shares subject to possible redemption are presented as temporary equity, outside of the shareholders' deficit section of the Company's condensed balance sheets.

The Company recognizes changes in redemption value immediately as they occur and adjusts the carrying value of redeemable ordinary share to equal the redemption value at the end of each reporting period. Increases or decreases in the carrying amount of redeemable ordinary share are affected by charges against additional paid in capital and accumulated deficit.

As of September 30, 2022, the ordinary shares reflected on the balance sheet are reconciled in the following table:

Gross proceeds from IPO	$286,508,742
Less:	
Proceeds allocated to Public Warrants	(12,130,642)
Class A ordinary shares issuance costs	(15,772,384)
Plus:	
Excess of proceeds over fair value of Private Warrants	1,266,251
Remeasurement of carrying value to redemption value	26,659,733
Interest	28,733
Class A ordinary shares subject to possible redemption, as of March 31, 2022	$286,560,433
Plus: Interest	386,915
Class A ordinary shares subject to possible redemption, as of June 30, 2022	$286,947,348
Plus: Interest	1,293,284
Class A ordinary shares subject to possible redemption, as of September 30, 2022	$288,240,632

Income Taxes

ASC Topic 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more likely than not to be sustained upon examination by taxing authorities. The Company's management determined that the Cayman Islands is the Company's major tax jurisdiction. The Company recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. As of September 30, 2022 and December 31, 2021, there were no unrecognized tax benefits and no amounts accrued for interest and penalties. The Company is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

The Company is considered to be an exempted Cayman Islands company with no connection to any other taxable jurisdiction and is presently not subject to income taxes or income tax filing requirements in the Cayman Islands or the United States. As such, the Company's tax provision was zero for the period presented.

Net Income (Loss) Per Share

The Company complies with accounting and disclosure requirements of FASB ASC Topic 260, Earnings Per Share. Net income per share is computed by dividing net income by the weighted average number of ordinary shares outstanding during the period. The Company has two classes of shares, Class A Ordinary Shares and Class B Ordinary Shares. Earnings and losses are shared pro rata between the two classes of shares. The Company has not considered the effect of warrants sold in the Initial Public Offering and the private placement to purchase 15,037,174 ordinary shares in the calculation of diluted income (loss) per share, since the exercise of the warrants is contingent upon the occurrence of future events. As a result, diluted net income (loss) per ordinary share is the same as basic net income (loss) per ordinary share for the period presented.

The Company's statement of operations applies the two-class method in calculating net income (loss) per share. Basic and diluted net income (loss) per ordinary share for Class A ordinary shares and Class B ordinary shares is calculated by dividing net income (loss) attributable to the Company by the weighted average number of shares of Class A ordinary share and Class B ordinary share outstanding, allocated proportionally to each class of ordinary share.

Reconciliation of Net Income per Common Share

The Company's net income (loss) is adjusted for the portion of net income (loss) that is allocable to each class of ordinary shares. The allocable net income (loss) is calculated by multiplying net income by the ratio of weighted average number of shares outstanding attributable to Class A and Class B ordinary shares to the total weighted average number of shares outstanding for the period. Accordingly, basic and diluted income (loss) per ordinary share is calculated as follows:

	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021
Class A Common Stock		
Net income allocable to Class A common stock	$ 455,258	$ 2,827,076
Basic and diluted weighted average shares outstanding	28,650,874	28,650,874
Basic and diluted net income per share	$ 0.02	$ 0.10
Class B Common Stock		
Net income (loss) allocable to Class B common stock	$ 113,814	$ 706,769
Weighted average shares outstanding, basic and diluted	7,162,718	7,162,718
Basic and diluted net income (loss) per common share	$ 0.02	$ 0.10

	Nine Months Ended September 30, 2022	For the period from January 5, 2021 (inception) through September 30, 2021
Class A Common Stock		
Net income allocable to Class A common stock	$ 7,829,483	$ 5,547,026
Basic and diluted weighted average shares outstanding	28,650,874	21,179,617
Basic and diluted net income per share	$ 0.27	$ 0.26
Class B Common Stock		
Net income allocable to Class B common stock	$ 1,957,371	$ 1,764,034
Weighted average shares outstanding, basic and diluted	7,162,718	6,735,424
Basic and diluted net income per common share	$ 0.27	$ 0.26

Fair Value of Financial Instruments

The fair value of the Company's assets and liabilities, which qualify as financial instruments under ASC Topic 820, "Fair Value Measurement," approximates the carrying amounts represented in the accompanying balance sheets, primarily due to their short-term nature.

Recent Accounting Pronouncements

The Company's management does not believe that any other recently issued, but not effective, accounting standards, if currently adopted, would have a material effect on the accompanying financial statements.

Note 3 — Initial Public Offering

Pursuant to the IPO on March 15, 2021, the Company sold 25,000,000 Units at a price of $10.00 per Unit, generating gross proceeds of $250,000,000. Each Unit consists of one Class A ordinary share and one-third of one redeemable warrant. Each whole warrant entitles the holder to purchase one Class A ordinary share at a price of $11.50 per share, subject to adjustment (see Note 7).

Note 4 — Private Placement

Simultaneously with the closing of the IPO, the Sponsor purchased an aggregate of 5,000,000 Private Placement Warrants (the "Private Placement Warrants") at a price of $1.50 per Private Placement Warrant, for an aggregate purchase price of $7,500,000, in a private placement. Simultaneously with the closing of the exercise of the overallotment option, the Company completed the sale of an additional 486,784 Private Placement Warrants to the Sponsor, at a purchase price of $1.50 per Private Warrant, generating gross proceeds of $730,176. A portion of the proceeds from the sales of Private Placement Warrants were added to the proceeds from the IPO held in the Trust Account.

The Private Placement Warrants (including the Class A ordinary shares issuable upon exercise of the Private Placement Warrants) will not be transferable, assignable or saleable until 30 days after the completion of the initial Business Combination and they will not be redeemable by the Company (except as described in Note 7) so long as they are held by the Sponsor or its permitted transferees. The Sponsor, or its permitted transferees, have the option to exercise the Private Placement Warrants on a cashless basis. If the Private Placement Warrants are held by holders other than the Sponsor or its permitted transferees, the Private Placement Warrants will be redeemable by the Company in all redemption scenarios and exercisable by the holders on the same basis as the warrants included in the units sold in the IPO.

Note 5 — Related Party Transactions

Founder Shares

On January 12, 2021, the Sponsor paid $25,000, or approximately $0.003 per share, to cover certain offering costs in consideration for 7,187,500 Class B ordinary shares, par value $0.0001 per share (the "Founder

Shares"). Up to 937,500 Founder Shares were subject to forfeiture by the Sponsor, depending on the extent to which the underwriters' over-allotment option is exercised. On March 24, 2021, the Underwriters partially exercised the over-allotment option which resulted in 912,719 of the Founder Shares no longer subject to forfeiture. On April 24, 2021, the underwriters' over-allotment option to purchase up to an additional 99,126 additional units expired, having not been exercised, and accordingly, 24,782 Class B ordinary shares were forfeited by the Company's initial shareholders for no consideration.

The Sponsor, officers and directors have agreed not to transfer, assign or sell any of their Founder Shares until the earliest of (A) one year after the completion of the initial Business Combination and (B) subsequent to the initial Business Combination, (x) if the closing price of the Class A ordinary shares equals or exceeds $12.00 per share (as adjusted for share subdivisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the initial Business Combination, or (y) the date on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Public Shareholders having the right to exchange their ordinary shares for cash, securities or other property (the "Lock-up"). Any permitted transferees would be subject to the same restrictions and other agreements of the Company's Sponsor, officers and directors with respect to any Founder Shares.

Due to Related Party

Commencing on the date the securities of the Company were first listed on the Nasdaq Capital Market, the Company will reimburse an affiliate of the Sponsor for office space, secretarial and administrative services incurred on behalf of members of the management team, in the amount of $10,000 per month. Upon completion of the initial Business Combination or the Company's liquidation, the Company will cease paying these monthly fees. A total of $90,000 and $65,000 has been incurred for the nine months ended September 30, 2022 and for the period from January 5, 2021 (Inception) to September 30, 2021, respectively.

As of September 30, 2022 and December 31, 2021, the Company owed the Sponsor $1,509,830 and $30,000, respectively. The due to related party at September 30, 2022 is comprised of approximately $1,389,774 in amounts owed related to expenses the Sponsor paid on behalf of the Company and $120,056 in amounts owed pertaining to administrative services, office space and secretarial support provided by the Sponsor. The due to related party of $30,000 at December 31, 2021 related to administrative services provided by the Sponsor.

Working Capital Loans

In addition, in order to finance transaction costs in connection with an intended Business Combination, the Sponsor or an affiliate of the Sponsor, or certain of the Company's officers and directors, may, but are not obligated to, loan the Company funds as may be required ("Working Capital Loans"). If the Company completes a Business Combination, the Company would repay the Working Capital Loans out of the proceeds of the Trust Account released to it. Otherwise, the Working Capital Loans may be repaid only out of funds held outside the Trust Account. In the event that the initial Business Combination does not close, the Company may use a portion of the working capital held outside the Trust Account to repay Working Capital Loans but no proceeds from the Trust Account would be used to repay the Working Capital Loans. Up to $1,500,000 of the Working Capital Loans may be convertible into warrants of the post Business Combination entity at a price of $1.50 per warrant at the option of the lender. Such warrants would be identical to the Private Placement Warrants. Except as set forth above, the terms of such Working Capital Loans, if any, have not been determined and no written agreements exist with respect to such loans. As of September 30, 2022 and December 31, 2021, the Company had no borrowings under the Working Capital Loans.

On April 11, 2022, the Company obtained a commitment from the Sponsor to fund any working capital needs of the Company at least one year from the issuance of these financial statements through loans of up to an aggregate of $500,000.

Note 6 — Commitments and Contingencies

Registration Rights

The holders of the Founder Shares, Private Placement Warrants and any warrants that may be issued upon conversion of Working Capital Loans (and any Class A ordinary shares issuable upon the exercise of the

Private Placement Warrants and warrants that may be issued upon conversion of Working Capital Loans) are entitled to registration rights pursuant to a registration and shareholder rights agreement signed on the effective date of the IPO. The holders of these securities are entitled to make up to three demands, excluding short form demands, that the Company register such securities. In addition, the holders have certain "piggy-back" registration rights with respect to registration statements filed subsequent to the Company's completion of its initial Business Combination. However, the registration and shareholder rights agreement provides that the Company will not permit any registration statement filed under the Securities Act to become effective until termination of the applicable Lock-up period, which occurs (i) in the case of the Founder Shares, and (ii) in the case of the Private Placement Warrants and the respective Class A ordinary shares underlying such warrants, 30 days after the completion of the initial Business Combination. The Company will bear the expenses incurred in connection with the filing of any such registration statement.

Underwriting Agreement

The Company granted the underwriters a 45-day option from March 15, 2021 to purchase up to an additional 3,750,000 Units to cover over-allotments, if any, at the IPO price less the underwriting discounts and commissions. On March 24, 2021, the Underwriters partially exercised the over-allotment option and purchased an additional 3,650,874 Over-Allotment Units. The underwriters did not exercise their remaining option, which expired on April 24, 2021.

On March 15, 2021, the Company paid an underwriting discount of $5,000,000, and on March 24, 2021, the Company paid an additional underwriting discount of $730,175 for over-allotment units sold. Additionally, $10,027,806 will be payable to the underwriters for deferred underwriting commissions. The deferred fee will become payable to the underwriters from the amounts held in the Trust Account solely in the event that the Company completes a Business Combination, subject to the terms of the underwriting agreement.

Note 7 — Shareholders' Deficit

Preference Shares — The Company is authorized to issue 2,000,000 preference shares and provide that preference shares may be issued from time to time in one or more series. The Company's board of directors will be authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. At September 30, 2022 and December 31, 2021, there were no preference shares issued or outstanding.

Class A Ordinary shares — The Company is authorized to issue 200,000,000 Class A ordinary shares with a par value of $0.0001 per share. At September 30, 2022 and December 31, 2021, there were no shares issued and outstanding, excluding 28,650,874 shares subject to possible redemption.

Class B Ordinary shares — The Company is authorized to issue 20,000,000 Class B ordinary shares with a par value of $0.0001 per share. Holders are entitled to one vote for each Class B ordinary share. At September 30, 2022 and December 31, 2021, there were 7,162,718 Class B ordinary shares issued and outstanding.

Holders of the Class A ordinary shares and holders of the Class B ordinary shares will vote together as a single class on all matters submitted to a vote of the Company's shareholders, except as required by law. Prior to the initial Business Combination, only holders of the Founder Shares will have the right to vote on the election of directors. Holders of the Public Shares will not be entitled to vote on the appointment of directors during such time. Unless specified in the Company's amended and restated memorandum and articles of association, or as required by applicable provisions of the Companies Law or applicable stock exchange rules, the affirmative vote of a majority of the Company's ordinary shares that are voted is required to approve any such matter voted on by its shareholders.

The Class B ordinary shares will automatically convert into Class A ordinary shares (which such Class A ordinary shares delivered upon conversion will not have redemption rights or be entitled to liquidating distributions from the Trust Account if the Company does not consummate an initial Business Combination) at the time of the initial Business Combination or earlier at the option of the holders thereof at a ratio such that the number of Class A ordinary shares issuable upon conversion of all Founder Shares will equal, in the aggregate, on an as-converted basis,20% of the sum of (i) the total number of ordinary shares issued and

outstanding upon the completion of the IPO, plus (ii) the total number of Class A ordinary shares issued or deemed issued or issuable upon conversion or exercise of any equity-linked securities or rights issued or deemed issued, by the Company in connection with or in relation to the consummation of the initial Business Combination, excluding any Class A ordinary shares or equity-linked securities exercisable for or convertible into Class A ordinary shares issued, deemed issued or to be issued to any seller in the initial Business Combination and any Private Placement Warrants issued to the Company's Sponsor, its affiliates or any member of the Company's management team upon conversion of Working Capital Loans. In no event will the Class B ordinary shares convert into Class A ordinary shares at a rate of less than one-to-one.

Warrants — The Public Warrants will become exercisable at $11.50 per share on the later of twelve months from the closing of the IPO and 30 days after the completion of the initial Business Combination. Only a whole warrant may be exercised at a given time by a warrant holder. No fractional warrants will be issued upon separation of the units and only whole warrants will trade. The warrants will expire five years after the completion of a Business Combination or earlier upon redemption or liquidation.

The Company has agreed that as soon as practicable, but in no event later than 20 business days after the closing of the initial Business Combination, it will use commercially reasonable efforts to file with the SEC a registration statement for the registration, under the Securities Act, of the Class A ordinary shares issuable upon exercise of the warrants, and it will use its commercially reasonable efforts to cause the same to become effective within 60 business days after the closing of the initial Business Combination, and to maintain the effectiveness of such registration statement and a current prospectus relating to those Class A ordinary shares until the warrants expire or are redeemed, as specified in the warrant agreement; provided that, if the Class A ordinary shares are at the time of any exercise of a warrant not listed on a national securities exchange such that they satisfy the definition of a "covered security" under Section 18(b)(1) of the Securities Act, the Company may, at its option, require holders of public warrants who exercise their warrants to do so on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act and, in the event the Company so elects, it will not be required to file or maintain in effect a registration statement, but the Company will use its commercially reasonably efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. If a registration statement covering the Class A ordinary shares issuable upon exercise of the warrants is not effective by the 60th day after the closing of the initial Business Combination, warrant holders may, until such time as there is an effective registration statement and during any period when the Company will have failed to maintain an effective registration statement, exercise warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act or another exemption, but the Company will use its commercially reasonably efforts to register or qualify the shares under applicable blue sky laws to the extent an exemption is not available. In such event, each holder would pay the exercise price by surrendering the warrants for that number of Class A ordinary shares equal to the lesser of (A) the quotient obtained by dividing (x) the product of the number of Class A ordinary shares underlying the warrants, multiplied by the excess of the "fair market value" (defined below) less the exercise price of the warrants by (y) the fair market value and (B) 0.361. The "fair market value" as used in this paragraph shall mean the volume weighted average price of the Class A ordinary shares for the 10 trading days ending on the trading day prior to the date on which the notice of exercise is received by the warrant agent.

Redemption of Warrants When the Price per Class A Ordinary Share Equals or Exceeds $18.00

Once the warrants become exercisable, the Company may redeem the outstanding warrants (except as described herein with respect to the Private Placement Warrants):

- in whole and not in part;
- at a price of $0.01 per warrant;
- upon not less than 30 days' prior written notice of redemption to each warrant holder; and
- if, and only if, the closing price of the Class A ordinary shares equals or exceeds $18.00 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant) for any 20 trading days within a 30-trading day period ending three trading days before the Company send the notice of redemption to the warrant holders.

Redemption of Warrants When the Price per Class A Ordinary Share Equals or Exceeds $10.00

- in whole and not in part;
- at $0.10 per warrant upon a minimum of 30 days' prior written notice of redemption provided that holders will be able to exercise their warrants on a cashless basis prior to redemption and receive that number of shares, based on the redemption date and the "fair market value" of the Company's Class A ordinary shares;
- if, and only if, the closing price of the Company's Class A ordinary shares equals or exceeds $10.00 per public share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant) for any 20 trading days within the 30-trading day period ending three trading days before the Company sends the notice of redemption to the warrant holders; and
- if the closing price of the Class A ordinary shares for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which the Company sends the notice of redemption to the warrant holders is less than $18.00 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant), the Private Placement Warrants must also be concurrently called for redemption on the same terms as the outstanding public warrants, as described above.

In addition, if (x) the Company issues additional Class A ordinary shares or equity-linked securities for capital raising purposes in connection with the closing of the initial Business Combination at an issue price or effective issue price of less than $9.20 per Class A ordinary share (with such issue price or effective issue price to be determined in good faith by the Company's board of directors and, in the case of any such issuance to its Sponsors, or its affiliates, without taking into account any Founder Shares held by the Sponsor 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 initial Business Combination on the date of the consummation of the initial Business Combination (net of redemptions), and (z) the volume weighted average trading price of the Class A ordinary shares during the 20 trading day period starting on the trading day prior to the day on which the Company consummates its initial Business Combination (such price, the "Market Value") is below $9.20 per share, the exercise price of the warrants will be adjusted (to the nearest cent) to be equal to 115% of the higher of the Market Value and the Newly Issued Price, the $18.00 per share redemption trigger price described above 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 the $10.00 per share redemption trigger price described above will be adjusted (to the nearest cent) to be equal to the higher of the Market Value and the Newly Issued Price.

Note 8 — Recurring Fair Value Measurements

The Company follows the guidance in ASC 820 for its financial assets and liabilities that are re-measured and reported at fair value at each reporting period, and non-financial assets and liabilities that are re-measured and reported at fair value at least annually.

The fair value of the Company's financial assets and liabilities reflects management's estimate of amounts that the Company would have received in connection with the sale of the assets or paid in connection with the transfer of the liabilities in an orderly transaction between market participants at the measurement date. In connection with measuring the fair value of its assets and liabilities, the Company seeks to maximize the use of observable inputs (market data obtained from independent sources) and to minimize the use of unobservable inputs (internal assumptions about how market participants would price assets and liabilities). The following fair value hierarchy is used to classify assets and liabilities based on the observable inputs and unobservable inputs used in order to value the assets and liabilities:

Level 1 — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Valuation adjustments and block discounts are not being applied. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these securities does not entail a significant degree of judgment.

Level 2 — Valuations based on (i) quoted prices in active markets for similar assets and liabilities, (ii) quoted prices in markets that are not active for identical or similar assets, (iii) inputs other than quoted prices for the assets or liabilities, or (iv) inputs that are derived principally from or corroborated by market through correlation or other means.

Level 3 — Valuations based on inputs that are unobservable and significant to the overall fair value measurement.

The following table presents information about the Company's assets that are measured at fair value on a recurring basis at September 30, 2022 and December 31, 2021, and indicates the fair value hierarchy of the valuation inputs the Company utilized to determine such fair value:

	September 30, 2022	Quoted Prices In Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets:				
U.S. Money Market held in Trust Account	$288,240,632	$288,240,632	$ —	$ —
Liabilities:				
Public Warrants Liability	$ 382,012	382,012	—	$ —
Private Placement Warrants Liability	219,471	—	—	219,471
	$ 601,483	$ 382,012	$ —	$ 219,471

	December 31, 2021	Quoted Prices In Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Assets:				
U.S. Money Market held in Trust Account	$286,531,700	$286,531,700	$ —	$ —
Liabilities:				
Public Warrants Liability	$ 7,544,730	7,544,730	—	$ —
Private Placement Warrants Liability	4,334,559	—	—	4,334,559
	$ 11,879,289	$ 7,544,730	$ —	$ 4,334,559

The Warrants are accounted for as liabilities in accordance with ASC 815-40 and are presented within warrant liabilities on the Balance Sheet. The warrant liabilities are measured at fair value at inception and on a recurring basis, with changes in fair value presented within change in fair value of warrant liabilities in the Statement of Operations.

The Company established the initial fair value of the Public Warrants and Private Warrants on March 15, 2021, the date of the Company's Initial Public Offering, using a Monte Carlo simulation model. As of September 30, 2022 and December 31, 2021, the fair value for the Private Warrants was estimated using a Monte Carlo simulation model, and the fair value of the Public Warrants by reference to the quoted market price. The Public and Private Warrants were classified as Level 3 at the initial measurement date, and the Private Warrants were classified as Level 3 as of September 30, 2022 and December 31, 2021 due to the use of unobservable inputs. In the period ending September 30, 2021, the Public Warrants were reclassified from a Level 3 to a Level 1 classification due to use of the observed trading price of the separated Public Warrants. Transfers between levels are recorded at the end of each reporting period. There were no transfers between levels during the nine months ended September 30, 2022 and for the period from January 5, 2021 (Inception) through September 30, 2021. The following table provides quantitative information regarding Level 3 fair value measurements as of September 30, 2022:

Inputs	September 30, 2022	December 31, 2021
Risk-free interest rate	3.96%	1.29%
Dividend rate	0.0%	0.0%
Expected term (years)	5.46	5.46
Expected volatility	4.5%	15.3%
Share price – asset price	$ 9.91	$ 9.73
Exercise price	$ 11.50	$ 11.50

Note 9 — Subsequent Events

The Company evaluated subsequent events and transactions that occurred after the balance sheet date up to the date that the financial statements were issued. Based upon this review, the Company did not identify any subsequent events that would have required adjustment or disclosure in the financial statements.

Report of Independent Registered Public Accounting Firm

To the Shareholders and Board of Directors
Lotus Technology Inc.:

Opinion on the Combined Financial Statements

We have audited the accompanying combined balance sheet of Lotus Technology Inc. and subsidiaries (the Company) as of December 31, 2021, the related combined statements of comprehensive loss, changes in shareholders' equity, and cash flows for the year then ended, and the related notes (collectively, the combined financial statements). In our opinion, the combined financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the year then ended, in conformity with U.S. generally accepted accounting principles.

Going Concern

The accompanying combined financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2(a) to the combined financial statements, the Company has experienced net losses, net cash used in operating activities, accumulated deficit and overdue of exchangeable notes that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2(a). The combined financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These combined financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these combined financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the combined financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the combined financial statements. We believe that our audit provide a reasonable basis for our opinion.

/s/ KPMG Huazhen LLP

We have served as the Company's auditor since 2021.

Hangzhou, China
February 27, 2023

LOTUS TECHNOLOGY INC.

COMBINED BALANCE SHEET
AS OF DECEMBER 31, 2021
(All amounts in thousands, except for share and per share data)

	Note	As of December 31, 2021
		US$
ASSETS		
Current assets		
Cash	2(e)	531,452
Derivative asset	2(f)	2,256
Accounts receivable – related parties, net of nil allowance for doubtful accounts	19	5,880
Inventories		1,983
Prepayments and other current assets – third parties	3	49,375
Prepayments and other current assets – related parties	19	434,627
Total current assets		**1,025,573**
Non-current assets		
Property, equipment and software, net	4	59,197
Intangible assets	5	116,121
Operating lease right-of-use assets	6	108,233
Other non-current assets	7	8,187
Total non-current assets		**291,738**
Total assets		**1,317,311**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Short-term borrowings – related parties	19	11,269
Contract liabilities – third parties	16	6
Operating lease liabilities – third parties (including operating lease liabilities – third parties of VIEs without recourse to the Company of US$242 as of December 31, 2021)	6	9,500
Operating lease liabilities – related parties	6,19	788
Accrued expenses and other current liabilities – third parties (including accrued expenses and other current liabilities – third parties of VIEs without recourse to the Company of US$11,304 as of December 31, 2021)	8	111,713
Accrued expenses and other current liabilities – related parties	19	442,000
Exchangeable notes	9	126,420
Convertible notes	10	23,445
Mandatorily redeemable noncontrolling interest (including mandatorily redeemable noncontrolling interest of VIEs without recourse to the Company of US$6,593 as of December 31, 2021)	12	6,593
Total current liabilities		**731,734**
Non-current liabilities		
Contract liabilities – third parties	16	1,930
Operating lease liabilities – third parties (including operating lease liabilities – third parties of VIEs without recourse to the Company of US$773 as of December 31, 2021)	6	47,638
Deferred tax liabilities	14(b)	141
Deferred income	11	340,296

The accompanying notes are an integral part of these combined financial statements.

LOTUS TECHNOLOGY INC.

COMBINED BALANCE SHEET (Continued)
AS OF DECEMBER 31, 2021
(All amounts in thousands, except for share and per share data)

	Note	As of December 31, 2021
		US$
Other non-current liabilities		251
Total non-current liabilities		**390,256**
Total liabilities		**1,121,990**
Commitments and contingencies (Note 18)		
SHAREHOLDERS' EQUITY		
Ordinary shares (US$0.00001 par value per share, 5,000,000,000 shares authorized; 2,167,000,000 shares issued and outstanding as of December 31, 2021)	13	22
Additional paid-in capital		424,414
Receivable from shareholders		(106,210)
Accumulated other comprehensive loss		(69)
Accumulated deficit		(122,836)
Total shareholders' equity		**195,321**
Total liabilities and shareholders' equity		**1,317,311**

The accompanying notes are an integral part of these combined financial statements.

LOTUS TECHNOLOGY INC.

COMBINED STATEMENT OF COMPREHENSIVE LOSS
FOR THE YEAR ENDED DECEMBER 31, 2021
(All amounts in thousands, except for share and per share data)

	Note	Year ended December 31, 2021
		US$
Revenues:		
Sales of goods	16	369
Service revenues (including related parties amounts of US$3,280 for the year ended December 31, 2021)		3,318
Total revenues		**3,687**
Cost of revenues:		
Cost of goods sold (including related parties amounts of US$331 for the year ended December 31, 2021)		(331)
Cost of services		(2,799)
Total cost of revenues		**(3,130)**
Gross profit		**557**
Operating expenses:		
Research and development expenses (including related parties amounts of US$345,655 for the year ended December 31, 2021)		(511,364)
Selling and marketing expenses (including related parties amounts of US$763 for the year ended December 31, 2021)		(38,066)
General and administrative expenses (including related parties amounts of US$2,782 for the year ended December 31, 2021)		(54,763)
Government grants	11	490,694
Total operating expenses		**(113,499)**
Operating loss		**(112,942)**
Interest expenses		(3,615)
Interest income		6,219
Investment income	2(f)	2,229
Foreign currency exchange gains, net		798
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk	9,12	(1,367)
Loss before income taxes		**(108,678)**
Income tax expense	14(a)	(1,853)
Net loss attributable to ordinary shareholders		**(110,531)**
Net loss per ordinary share		
– Basic and diluted	15	(0.07)
Weighted average number of ordinary shares outstanding used in computing net loss per ordinary share		
– Basic and diluted		1,508,588,219
Net loss		**(110,531)**
Other comprehensive loss:		
Fair value changes of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes due to instrument-specific credit risk, net of nil income taxes	9,12	119
Foreign currency translation adjustment, net of nil income taxes		(843)
Total other comprehensive loss		**(724)**
Total comprehensive loss attributable to ordinary shareholders		**(111,255)**

The accompanying notes are an integral part of these combined financial statements.

LOTUS TECHNOLOGY INC.

COMBINED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2021
(All amounts in thousands, except for share and per share data)

	Note	Ordinary shares		Additional paid-in capital	Receivable from shareholders	Accumulated other comprehensive income (loss)	Accumulated deficit	Total shareholders' equity
		Number of shares	US$	US$	US$	US$	US$	US$
Balance as of January 1, 2021		**—**	**—**	**25,877**	**—**	**655**	**(10,425)**	**16,107**
Net loss		—	—	—	—	—	(110,531)	(110,531)
Fair value changes of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes due to instrument-specific credit risk, net of nil income taxes		—	—	—	—	119	—	119
Foreign currency translation adjustment, net of nil income taxes		—	—	—	—	(843)	—	(843)
Total comprehensive loss		**—**	**—**	**—**	**—**	**(724)**	**(110,531)**	**(111,255)**
Issuance of ordinary shares		2,167,000,000	22	417,958	(106,210)	—	—	311,770
Shareholder contribution in connection with the issuance of exchangeable notes	9	—	—	3,391	—	—	—	3,391
Capital contribution from shareholders	19(c)(v)(f)	—	—	15,695	—	—	—	15,695
Dividends paid to a shareholder		—	—	—	—	—	(1,880)	(1,880)
Deemed distribution arising from reorganization under common control		—	—	(38,507)	—	—	—	(38,507)
Balance as of December 31, 2021		**2,167,000,000**	**22**	**424,414**	**(106,210)**	**(69)**	**(122,836)**	**195,321**

The accompanying notes are an integral part of these combined financial statements.

LOTUS TECHNOLOGY INC.

COMBINED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2021
(All amounts in thousands, except for share and per share data)

	Note	Year ended December 31, 2021
		US$
Operating activities:		
Net loss		**(110,531)**
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation		2,056
Reduction in the carrying amount of operating lease right-of-use assets		5,638
Investment income		(2,229)
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk		1,367
Deferred income tax expense		216
Non-cash interest expenses		3,615
Amortization of deferred income relating to government grants		(490,461)
Net unrealized foreign currency exchange gains		(694)
Changes in operating assets and liabilities:		
Accounts receivable – related parties		(89)
Inventories		(1,960)
Prepayments and other current assets – third parties		(41,369)
Prepayments and other current assets – related parties		83,160
Other non-current assets		(8,028)
Contract liabilities – third parties		1,934
Accrued expenses and other current liabilities – third parties		84,713
Accrued expenses and other current liabilities – related parties		401,327
Operating lease liabilities		(55,421)
Other non-current liabilities		251
Net cash used in operating activities		**(126,505)**
Investing activities:		
Payments for purchases of property, equipment and software and intangible assets		(34,590)
Proceeds from disposal of property, equipment and software		14
Receipt of government grant related to assets	11	279,052
Net cash provided by investing activities		**244,476**

The accompanying notes are an integral part of these combined financial statements.

LOTUS TECHNOLOGY INC.

COMBINED STATEMENT OF CASH FLOWS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2021
(All amounts in thousands, except for share and per share data)

	Note	Year ended December 31, 2021
		US$
Financing activities:		
Proceeds from issuance of ordinary shares		197,918
Proceeds from issuance of convertible notes	10	23,445
Proceeds from issuance of exchangeable notes	9	125,039
Proceeds from issuance of mandatorily redeemable noncontrolling interest	12	6,299
Capital contribution from shareholders	19(c)(v)(f)	15,695
Dividends paid to a shareholder		(1,880)
Consideration payment in connection with reorganization under common control		(1,663)
Net cash provided by financing activities		**364,853**
Effect of exchange rate changes on cash		2,943
Net increase in cash		**485,767**
Cash at beginning of the year		45,685
Cash at end of the year		**531,452**
Supplemental information		
Income taxes paid		62
Income taxes refund		(30)
Non-cash investing and financing activities:		
Purchase of property, equipment and software and intangible assets included in accrued expenses and other current liabilities		18,321
Purchase of intangible assets through issuance of ordinary shares	5	116,041
Payable arising from reorganization under common control		36,844

The accompanying notes are an integral part of these combined financial statements.

LOTUS TECHNOLOGY INC.

NOTES TO THE COMBINED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

1. DESCRIPTION OF BUSINESS AND ORGANIZATION

(a) Description of Business

Lotus Technology Inc. ("the Company"), an exempted company with limited liability, was incorporated in Cayman Islands, on August 9, 2021. The Company, through its wholly-owned subsidiaries, consolidated variable interest entity ("VIE") and VIE's subsidiaries (collectively, "the Group") is a luxury battery electric vehicle ("BEV") maker that designs, develops and sells luxury BEV lifestyle vehicles under the "Lotus" brand ("Lotus BEV business"); The Group is also a distributor that sells luxury sports cars under the "Lotus" brand.

(b) History of the Group and basis of presentation for the Reorganization

The Group's Lotus BEV business, founded in 2018, was carried out by Zhejiang Geely Holding Group ("Geely Holding") through its subsidiaries, including Wuhan Lotus Cars Co.,Ltd. ("Wuhan Lotus Cars") and the Lotus BEV business unit of Ningbo Geely Automobile Research & Development Co., Ltd. ("Ningbo Geely R&D") incorporated in the People's Republic of China ("PRC"), Lotus Tech Creative Centre Limited ("Lotus Tech UK") incorporated in United Kingdom ("UK") and Lotus Tech Innovation Centre GmbH ("Lotus GmbH") incorporated in Germany, which were all ultimately controlled by Mr. Li Shufu.

On August 9, 2021, the Company was incorporated as a limited liability company in the Cayman Islands, and Lotus Advanced Technology Limited Partnership ("Founders Offshore Vehicle") subscribed for 866,800,000 ordinary shares on August 9, 2021. On July 30, 2021, Ming Jun Holdings Limited owned by Mr. Li Shufu, Yin Qing Holdings Limited, Xing Rong Holdings Limited and Jing Can Holdings Limited (the "Four Core Investors") in the Founders Offshore Vehicle signed an agreement (later joined by State Rainbow Investments Limited and Radiant Field Investments Limited) under which Yin Qing Holdings Limited, Xing Rong Holdings Limited, Jing Can Holdings Limited, State Rainbow Investments Limited and Radiant Field Investments Limited agreed to act in concert with Ming Jun Holdings Limited. Therefore, Mr. Li Shufu has the majority voting right and controlled the Founders Offshore Vehicle.

On December 29, 2020, Geely Holding and Ningbo Juhe Yinqing Enterprise Management Consulting Partnership (Limited Partnership) ("Founders Onshore Vehicle") incorporated Wuhan Lotus Technology Limited Company ("WFOE"). WFOE was 60% owned by Geely Holding and 40% owned by Founders Onshore Vehicle. Both Geely Holding and Founders Onshore Vehicle are controlled by Mr. Li Shufu.

On September 24, 2021, Etika Automotive SDN BHD ("Etika"), through its subsidiary in Hong Kong, Lotus Advanced Technology Limited ("Lotus HK"), subscribed for 33.33% equity interest in WFOE, while Geely Holding and Founder Onshore Vehicle subscribed disproportionally. Upon the closing, Geely Holding, Etika, and Founders Onshore Vehicle held 22.22%, 33.33% and 44.45%, respectively, equity interest in WFOE.

On November 11, 2021, the Company issued 650,100,000 ordinary shares to Etika through exchange of 100% equity interest in Lotus HK held by Etika. Lotus HK also acquired all the equity interest in WFOE held by Geely Holding and Founder Onshore Vehicle on December 15, 2021.

On November 11, 2021, the Company issued 433,400,000 ordinary shares to Lotus Technology International Investment Limited, ultimately 100% owned by Geely Holding.

Through a series of reorganization steps (the "Reorganization"), including transferring the assets and employees in the Lotus BEV business unit of Ningbo Geely R&D into Wuhan Lotus Cars and transferring the equity of Wuhan Lotus Cars to the WFOE, the Company gained control over WFOE through Lotus HK on December 15, 2021. The equity interests of Lotus Tech UK and Lotus GmbH were also transferred to the Group on December 29, 2021 and June 24, 2022, respectively.

On November 4, 2021, the Group entered into trademark license agreements with a related party, Group Lotus Limited, a wholly-owned subsidiary of Lotus Group International Limited ("LGIL"), which is ultimately controlled by Mr. Li Shufu. Pursuant this agreement, the Group received the "Lotus" trademark

license for as long as the Group conducts the business in relation to lifestyle vehicles (excluding sports car). The Group issued 216,700,000 ordinary shares as consideration for such trademark license.

The above Reorganization was completed on June 24, 2022. The Reorganization consists of transferring the Lotus BEV business to the Group. Before and after the Reorganization, the Lotus BEV business were ultimately controlled by Mr. Li Shufu. Accordingly, the Reorganization is accounted for under common control transaction. Therefore, the accompanying combined financial statements include the assets, liabilities, revenue, expenses and cash flows of Lotus BEV business for the periods presented and are prepared as if the corporate structure of the Group after the Reorganization had been in existence throughout the periods presented.

On March 15, 2022, the Company declared a 10-for-1 stock split in the form of a stock dividend and such stock dividend is distributed to all the shareholders of the Company in proportion to their respective shareholdings in the Company. Before the stock dividend, the Company has 216,700,000 ordinary shares and 2,407,778 Series Pre-A Preferred Shares (note 20(i)) issued and outstanding with a par value of US$0.00001 per share. After the stock dividend, the Company has 2,167,000,000 ordinary shares and 24,077,780 Series Pre-A Preferred Shares issued and outstanding. The change in total par value of ordinary shares was recorded with an offsetting adjustment to additional paid-in capital. The Company retrospectively adjusted total par value, all shares and per share amounts presented in the combined financial statements to reflect the stock dividend.

(c) **Variable interest entities (“VIE”)**

The Company’s subsidiary, WFOE has entered into contractual arrangements with Wuhan Lotus E-commerce Co., Ltd (“VIE”) and their respective shareholders, through which, the Company exercises control over the operations of the VIE and the VIE’s subsidiaries (collectively the “VIEs”). The VIEs are primarily engaged in the provision of value-added telecommunication services.

The equity interests of the VIE are legally held by Mr. Shufu Li, Mr. Qingfeng Feng, Mr. Daniel Donghui Li and Mr. Bin Liu, who acted as the nominee equity holders of the VIE on behalf of the WFOE. On August 9, 2021, the Company’s wholly-owned subsidiary, WFOE, the VIE and the VIE’s nominee equity holders entered into a contractual agreement, which was replaced by a series of contractual arrangements entered into by and among the WFOE, the VIE and the nominee equity holders on March 8, 2022, including (i)Exclusive Consulting and Service Agreement, (ii) Exclusive Purchase Option Agreement, (iii)_Equity Pledge Agreement, (iv) Powers of Attorney and (v) Spousal Consent Letters.

The above agreements are collectively referred to as VIE Arrangements. Through the VIE Arrangements, the nominee equity holders of the VIE had granted all their legal rights including voting rights and disposition rights of their equity interests in the VIE to the WFOE. The nominee equity holders of the VIE did not participate in income and loss and did not have the power to direct the activities of the VIE that most significantly impact the VIE’s economic performance. Accordingly, the VIE was considered a variable interest entity.

Because the WFOE has (i) the power to direct activities of the VIE that most significantly impact the economic performance of the VIE; and (ii) the right to receive benefits of the VIE that could potentially be significant to the VIE. Thus, WFOE is the primary beneficiary of the VIE.

Under the terms of the VIE Arrangements, the Company, through the WFOE has (i) the right to receive economic benefits that could potentially be significant to the VIE in the form of service fees under the Exclusive Consulting and Service Agreement; (ii) the right to unconditionally receive all dividends or interest declared by the VIE and all of the assets of the VIE; (iii) the right to receive the benefits of the VIE through its exclusive option to acquire 100% of the equity interests in the VIE, to the extent permitted under respective laws and regulations. Accordingly, the financial statements of the VIE are included in the Company’s combined financial statements.

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Under the terms of the VIE Arrangements, the VIE's nominee equity holders have no rights to the net assets nor have the obligations to fund the deficit, and such rights and obligations have been vested to the Company through WFOE. All of the deficit (net liabilities) and net loss of the VIEs are attributed to the Company through WFOE.

The principal terms of the VIE Arrangements are as follows:

Exclusive Consulting and Service Agreement

Pursuant to the Exclusive Consulting and Service Agreement, WFOE has agreed to provide to the VIE with comprehensive consulting services and other services, including but not limited to licensing to VIE intellectual property rights legally owned by WFOE; development, installation, maintenance and update of website, apps, network and system involved in VIE's business; providing VIE with software and software technology and solutions; technical support and training for employees of VIE; assisting VIE in market research, business planning and strategies; providing marketing and promotion services, customer management, finance management and other related services. VIE and VIE's subsidiaries (together as VIEs) shall pay WFOE service fees at the amount of 100% of the total consolidated profit of VIEs, after deduction of any accumulated deficit of the VIEs in respect of the preceding financial year(s), necessary operating costs, expenses and taxes. Notwithstanding the foregoing, the WFOE may adjust the amount of the services fee according to services provided by WFOE to VIEs, our VIE's operational conditions and development needs. The WFOE shall calculate the service fee on a quarterly basis and issue a corresponding invoice to our VIEs. Our VIEs must make the payment to the WFOE within ten business days of receiving such invoice. In addition, absent the prior written consent of the WFOE, during the term of the Exclusive Consulting and Service Agreement, with respect to the services provided under the Exclusive Consulting and Service Agreement, our VIEs shall not accept the same or any similar services provided by any third party. The Exclusive Consulting and Service Agreement also provides that the WFOE has the exclusive proprietary rights to and interests in any and all intellectual property rights developed and created by our VIEs during the performance of the Exclusive Consulting and Service Agreement. The Exclusive Consulting and Service Agreement shall remain in effect permanently unless otherwise terminated by the WFOE. During the term of the Exclusive Consulting and Service Agreement, VIE shall not have the terminate the agreement for whatsoever reasons.

Exclusive Purchase Option Agreement

Under the Exclusive Purchase Option Agreement, the nominee equity holders of VIE irrevocably and exclusively granted WFOE or its designee an option to purchase their equity interest in VIE at the price equal to the minimum amount of consideration permitted by PRC law. The nominee equity holders of VIE should refund any amount that is paid by the WFOE or its designee in connection with the purchased equity interest in a way permitted by PRC law. The nominee equity holders of VIE also granted WFOE or its designee an option to purchase all or a portion of the assets of VIE for the minimum amount of consideration permitted by PRC law. The nominee equity holders of VIE agreed not to transfer or mortgage any equity interest in or dispose of or cause the management to dispose of any assets of VIE without the prior written consent of WFOE. The Exclusive Purchase Option Agreement shall remain in effect until all of the equity interests held by the nominee equity holders of VIE and all of the assets in VIE have been acquired by WFOE or its designee.

Equity Pledge Agreement

Under the Equity Pledge Agreement, the nominee equity holders of VIE pledged their respective equity interest in VIE to WFOE to guarantee the performance of contractual obligations and the payment of debts under the Exclusive Consulting and Service Agreement The nominee equity holders of VIE further agreed not to transfer or pledge their equity interests in VIE without the prior written consent of WFOE. The Equity Pledge Agreement will remain binding until all the contractual obligations of the nominee equity holders of VIE and our VIEs under the Exclusive Consulting and Service Agreement have been fully performed and all the outstanding debts of the nominee equity holders of VIE and our VIEs under the Exclusive Consulting

and Service Agreement have been fully paid, or all of their equity interests in VIE have been acquired by WFOE or its designee. Registration of the equity pledge with competent PRC regulatory authority has been completed.

Powers of Attorney

Pursuant to the Powers of Attorney entered into by each of the nominee equity holders of VIE, the nominee equity holders of VIE unconditionally and irrevocably appointed the directors of WFOE's direct or indirect shareholder(s) or WFOE's other designated persons as their sole attorney-in-fact to exercise all equity holder rights, including, but not limited to, the right to attend shareholders' meetings of our VIEs and sign any shareholders resolutions of the meetings on behalf of the nominee equity holder, to exercise all shareholders' rights in accordance with the PRC laws and regulations and the articles of association of our VIEs, including but not limited to the shareholders' voting rights, the rights to sale, transfer, pledge or disposal of all or any part of the equity interests in VIE, to appoint the legal representative, director, supervisor and other senior management personnel of VIE, the right to sign any document, meeting minutes and file documents with the competent PRC regulatory authority and the voting rights with respect to VIE's bankruptcy. The powers of attorney will remain effective until such nominee equity holders cease to be nominee equity holders of the VIE or the WFOE notifies the nominee equity holder of VIE to terminate the relevant powers of attorney.

Spousal Consent Letters

The spouses of each of nominee equity holders signed Spousal Consent Letters. Under the Spousal Consent Letters, the signing spouse unconditionally and irrevocably agreed that the equity interest in VIE which is held by and registered under the name of her spouse will be disposed of pursuant to the abovementioned Equity Pledge Agreement, Exclusive Purchase Option Agreement, Exclusive Consulting and Service Agreement and Powers of Attorney. Moreover, the spouse confirmed she has no rights, and will not assert in the future any right, over the equity interests in VIE held by her spouse. In addition, in the event that the spouse obtains any equity interest in VIE held by her spouse for any reason, she agrees to be bound by and sign any legal documents substantially similar to the contractual arrangements entered into by her spouse, as may be amended from time to time.

The Company relies on the VIE Arrangements to operate and control VIEs. All of the VIE Arrangements are governed by PRC laws and provide for the resolution of disputes through arbitration under PRC laws. Accordingly, these agreements would be interpreted in accordance with PRC laws and any disputes would be resolved in accordance with PRC legal procedures. Uncertainties in the PRC legal system could limit the Company's ability to enforce these VIE Arrangements. In the event that the Company is unable to enforce these VIE Arrangements, or if the Company suffers significant time delays or other obstacles in the process of enforcing these VIE Arrangements, it would be difficult to exert effective control over VIEs, and the Company's ability to conduct its business and the results of operations and financial condition may be materially and adversely affected.

In the opinion of management, based on the legal opinion obtained from the Company's PRC legal counsel, the above VIE Arrangements were legally binding and enforceable and did not violate current PRC laws and regulations. However, there are substantial uncertainties regarding the interpretation and application of current and future PRC laws and regulations. Accordingly, if the PRC government finds that the VIE Arrangements do not comply with its restrictions on foreign ownership of businesses, or if the PRC government otherwise finds that the Company's corporate structure and contractual arrangements are in violation of local laws or regulations or lack the necessary permits or licenses to operate the Company's business, the relevant regulatory authorities would have broad discretion in dealing with such violations, including:

- revoking the business and operating licenses of such entities;
- discontinuing or restricting the operations or the 'Group's right to collect revenues;

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- imposing fines or confiscating any of VIEs' income that they deem to have been obtained through illegal operations;
- imposing conditions or requirements with which the Group's subsidiaries or the VIEs may not be able to comply;
- requiring the Company to restructure the ownership structure or operations, including terminating the contractual arrangements and deregistering equity pledges made by the nominee equity holders of the VIEs, which in term would affect the ability to consolidate, derive economic interests from, or exert effective control over the VIEs;
- restricting or prohibiting the Company's use of the proceeds of overseas offering to finance the business and operations in the mainland China; or
- taking other regulatory or enforcement actions that could be harmful to the business.

If the imposition of any of these penalties or requirement to restructure the Company's corporate structure causes it to lose the rights to direct the activities of the VIEs or the Company's right to receive its economic benefits, the Company would no longer be able to consolidate the financial results of the VIEs in its combined financial statements.

The Company's involvement with the VIEs under the VIE Arrangements affected the Company's combined financial position, results of operations and cash flows as indicated below.

The following consolidated assets and liabilities information of the Group's VIEs as of December 31, 2021, and consolidated revenues, net loss and cash flow information for the year ended December 31, 2021 have been included in the accompanying combined financial statements. All the intercompany transactions and balances with the Company and its subsidiaries have been eliminated upon consolidation.

	As of December 31, 2021
	US$
Cash	49,094
Prepayments and other current assets – third parties	389
Total current assets	**49,483**
Operating lease right-of-use assets	11,995
Other non-current assets	81
Total assets	**61,559**
Amounts due to inter-companies [(i)]	12,158
Operating lease liabilities – third parties	242
Accrued expenses and other current liabilities – third parties	11,304
Mandatorily redeemable noncontrolling interest	6,593
Total current liabilities	**30,297**
Operating lease liabilities – third parties	773
Total liabilities	**31,070**

(i) As of December 31, 2021, amounts due to inter-companies represent the payables that the VIEs had with the Company's subsidiaries, which were eliminated in the Company's combined financial statements.

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	Year ended December 31, 2021
	US$
Revenues	—
Net loss	(8,737)
Net cash used in operating activities	(7,993)
Net cash used in investing activities	—
Net cash provided by financing activities [(ii)]	55,951
Effect of exchange rate changes on cash	1,136
Net increase in cash	49,094
Cash at beginning of the year	—
Cash at the end of the year	49,094

(ii) Net cash provided by financing activities includes amount of US$11,055 provided by the Company's subsidiaries for the year ended December 31, 2021, which was eliminated upon consolidation.

In accordance with the VIE Arrangements, the Company has the power to direct the activities of the VIEs. Therefore, the Company considers that there are no assets in the VIEs that can be used only to settle obligations of the VIEs, except for paid-in-capital of US$155 as of December 31, 2021. The creditors of VIEs do not have recourse to the general credit of the Company and its subsidiaries. During the year ended December 31, 2021 presented, the Company and its subsidiaries provided financial support to VIEs that they were not previously contractually required to provide in the form of advances. To the extent VIEs require financial support, the Company may, at its option and to the extent permitted under local laws, provide such support to VIEs through loans to VIEs' nominee shareholders or entrustment loans to VIEs.

The unrecognized revenue-producing assets that are held by the VIEs comprise of ICP license, internally developed software and intellectual property, patents and other licenses, which were not recorded on the Company's combined balance sheet as they do not meet all the capitalization criteria.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Presentation

The accompanying combined financial statements of the Group have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

The combined financial statements are presented in United States dollar ("US$"), rounded to the nearest thousand.

These combined financial statements have been prepared in accordance with U.S. GAAP assuming the Company will continue as a going concern. The going concern assumption contemplates the realization of assets and satisfaction of liabilities in the normal course of business. However, substantial doubt about the Company's ability to continue as a going concern exists.

The Group experienced net losses of US$110,531 and net cash used in operating activities of US$126,505 for the year ended December 31, 2021. As of December 31, 2021, the Group's accumulated deficit was US$122,836. As of the date of issuance of the combined financial statements, exchangeable notes of RMB1,600,000 (equivalent to US$236,672) issued in November 2021 and January 2022 were overdue.

Historically, the Group had relied principally on proceeds from the issuance of exchangeable notes, convertible notes and related party borrowings to finance its operations and business expansion. The Company will require additional liquidity to continue its operations over the next 12 months.

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The Company is evaluating strategies to obtain the required additional funding for future operations. These strategies may include, but are not limited to:

a) external financing in conjunction with the merger with *L* Catterton Asia Acquisition Corp, obtaining additional loans from banks or related parties, and issuance of redeemable convertible preferred shares, convertible notes or exchangeable notes to new and existing investors and renewal of existing convertible notes and exchangeable notes when they are due, though there is no assurance that the Company will be successful in obtaining such additional liquidity on terms acceptable to the Company, if at all; or failing that,

b) a business plan to increase revenue and control operating costs and expenses to generate positive operating cash flows and optimize operational efficiency to improve the Company's cash flow from operation. The feasibility of such plan is contingent upon many factors out of the control of the Company, including the severity of the impact of the COVID-19 pandemic on the Chinese economy and the Company's business operations, which is highly uncertain and difficult to predict.

The combined financial statements do not include any adjustments to the carrying amounts and classification of assets, liabilities, and reported expenses that may be necessary if the Company were unable to continue as a going concern.

(b) Principles of Consolidation

The combined financial statements presented herein include the financial statements of the Company, its subsidiaries, Lotus GmbH, the VIE for which WFOE is the primary beneficiary, and the VIE's subsidiaries. All intercompany transactions and balances have been eliminated.

(c) Use of Estimates

The preparation of the combined financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, related disclosures of contingent assets and liabilities at the balance sheet date, and the reported revenues and expenses during the reported period in the combined financial statements and accompanying notes. Significant items subject to estimates and assumptions include, but not limited to, useful lives and recoverability of property, equipment and software, recoverability of intangible assets with indefinite useful lives, realization of deferred tax assets, determination of incremental borrowing rates for leases, and fair value determination of i) exchangeable notes; ii) convertible notes; and iii) mandatorily redeemable noncontrolling interest; iv) the trademark license with indefinite useful lives. Actual results could differ from those estimates, and as such, differences may be material to the combined financial statements.

(d) Commitments and Contingencies

In the normal course of business, the Group is subject to loss contingencies, such as legal proceedings and claims arising out of its business, that cover a wide range of matters, including, among others, government investigations, shareholder lawsuits, and non-income tax matters. An accrual for a loss contingency is recognized when it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. If a potential material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, is disclosed.

(e) Cash

Cash consists of cash on hand and cash at bank. The Group does not have any cash equivalents as of December 31, 2021.

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Cash on hand and cash at bank deposited in financial institutions at various locations are as follows:

	As of December 31, 2021
	US$
Cash balances include deposits in:	
Financial institutions in the mainland of the PRC	
– Denominated in Chinese Renminbi ("RMB")	388,851
– Denominated in United States Dollars ("US$")	123,831
Total cash balances held at the PRC financial institutions	**512,682**
Financial institutions in UK	
– Denominated in Great Britain Pound ("GBP")	13,514
Total cash balances held at UK financial institutions	**13,514**
Financial institutions in Germany	
– Denominated in Euro Dollar ("EUR")	5,254
Total cash balances held at Germany financial institutions	**5,254**
Cash on hand	2
Total cash balances	**531,452**

(f) Derivative financial instrument

The Group selectively uses financial instruments to manage market risk associated with exposure to fluctuations in foreign currency rates with foreign exchange forwards, which are measured at fair value and recognized as either assets or liabilities on the combined balance sheet. The Group's derivative instrument is not qualified for hedge accounting, thus changes in fair value are recognized in "Investment income" in the combined statement of comprehensive loss.

As of December 31, 2021, the fair value of derivative instrument was US$2,256. The Group recorded the fair value gain of US$2,229 in investment income on the combined statement of comprehensive loss for the year ended December 31, 2021.

(g) Accounts Receivable

Accounts receivable is recognized in the period when the Group has transferred products or provided services to its customers and when its right to consideration is unconditional. Amounts collected on accounts receivable are included in net cash provided by operating activities in the combined statement of cash flows. The Company maintains a specific allowance for doubtful accounts for estimated losses inherent in its accounts receivable portfolio. Accounts receivable balances are reviewed by management individually. Management considers various factors, including historical loss experience, current market conditions, the financial condition of its debtors, any receivables in dispute, the aging of receivables and current payment patterns of its debtors, in establishing the required allowance.

Accounts receivable which are deemed to be uncollectible are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Group does not have any off-balance sheet credit exposure related to its customers. There is a time lag between when the Group estimates a portion of or the entire account balances to be uncollectible and when a write off of the account balances is taken.

The Group historically has not had any bad debts in accounts receivable. All accounts receivable were determined to be collectible, therefore there was no allowance for doubtful accounts recorded as of December 31, 2021.

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(h) Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is calculated on the weighted average basis and includes all costs to acquire and other costs to bring the inventories to their present location and condition. The Group records inventory write-downs for excess or obsolete inventories based upon assumptions on current and future demand forecasts. If the inventory on hand is in excess of future demand forecast, the excess amounts are written off. The Group also reviews inventory to determine whether its carrying value exceeds the net amount realizable upon the ultimate sale of the inventory. This requires the determination of the estimated selling price of the vehicles less the estimated cost to convert inventory on hand into a finished product. Once inventory is written-down, a new, lower-cost basis for that inventory is established and subsequent changes in facts and circumstances do not result in the restoration or increase in that newly established cost basis. Inventories as of December 31, 2021 were comprised of vehicles and accessories and peripheral products. No inventory write-downs were recognized for the year ended December 31, 2021.

(i) Property, equipment and software, net

Property, equipment and software are stated at cost less accumulated depreciation and impairment, if any.

Depreciation on property, equipment and software is calculated on the straight-line method over the estimated useful lives of the assets as follows:

Machinery and R&D equipment	3 – 10 years
Motor vehicles	5 years
Office and electronic equipment	3 – 5 years
Purchased software	3 – 10 years
Leasehold improvements	The shorter of estimated useful life of the assets and lease terms

Construction in progress represents property and equipment under construction. Construction in progress is transferred to property and equipment and depreciation commences when an asset is ready for its intended use.

When items are retired or otherwise disposed of, income is charged or credited for the difference between net book value and the proceeds received thereon. Ordinary maintenance and repairs are charged to expense as incurred.

(j) Operating Leases

The Group determines if an arrangement is or contains a lease at its inception. All of the Group's leases are operating leases.

The Group recognizes lease liabilities and right-of-use ("ROU") assets at lease commencement date. Lease liabilities are measured at the present value of unpaid lease payments at the lease commencement date and are subsequently measured at amortized cost using the effective-interest method. Since the Group's leases do not provide an implicit rate, the Group uses its own incremental borrowing rate in determining the present value of unpaid lease payments. The incremental borrowing rate was determined based on the rate of interest that the Group would have to borrow an amount equal to the lease payments on a collateralized basis over a similar term. The incremental borrowing rate is primarily influenced by the risk-free interest rate of China and the US, the Company's credit rating and lease term, and is updated for measurement of new lease liabilities.

ROU assets are initially measured at cost, which consist of (i) initial measurement of the lease liability; (ii) lease payments made to the lessor at or before the commencement date less any lease incentives received; and (iii) initial direct costs incurred by the Group. Variable lease payments are excluded from the measurement of

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ROU assets and lease liabilities and are recognized in the period in which the obligation for those payments is incurred. For operating leases, the Group recognizes a single lease cost on a straight-line basis over the remaining lease term.

The Group has elected not to recognize ROU assets and lease liabilities for short-term leases (i.e. leases that, at the commencement date, have a lease term of 12 months or less and do not include an option to purchase the underlying asset that the lessee is reasonably certain to exercise). As a practical expedient, the Group has elected that for all leases, where it is the lessee, not to separate non-lease components from lease components and instead to account for all lease and non-lease components associated with each lease as a single lease component.

If a lease is modified and that modification is not accounted for as a separate contract, the classification of the lease is reassessed as of the effective date of the modification based on its modified terms and conditions and the facts and circumstances as of that date.

(k) Intangible Assets

Intangible assets with indefinite useful lives represent acquired license plates and trademarks license since the Group has the right and the intention to continue to use the license plates and trademarks license for as long as the Group conducts the business in relation to lifestyle vehicles (excluding spots car). The Group evaluates indefinite-lived intangible assets each reporting period to determine whether events and circumstances continue to support indefinite useful lives. The value of indefinite-lived intangible assets is not amortized but tested for impairment annually or whenever events or changes in circumstances indicate that the carrying value of the assets may not be recoverable.

(l) Land use rights

Land use rights in the mainland China represents an exclusive right to occupy, use and develop a piece of land during the contractual term of the land use right. The cost of a land use right is usually paid in one lump sum at the date the right is granted. The prepayment usually covers the entire period of the land use right. Land use rights are recorded in operating lease right-of-use assets with lease term of 40 years.

(m) Impairment of Long-lived Assets and intangible assets with indefinite lives

Long-lived assets include property, equipment and software and intangible assets with finite useful lives. Long-lived assets are evaluated for impairment whenever events or changes in circumstances indicate that the carrying value of an asset or asset group may not be fully recoverable or that the useful life is shorter than the Group had originally estimated. When these events occur, the Group evaluates the impairment for the long-lived assets or asset group by comparing the carrying value of the assets or asset group to an estimate of future undiscounted cash flows expected to be generated from the use of the assets or asset group and their eventual disposition. If the sum of the expected future undiscounted cash flows is less than the carrying value of the assets or asset group, the Group recognizes an impairment loss based on the excess of the carrying value of the assets or asset group over the fair value of the assets or asset group.

Intangible assets with indefinite lives are tested for impairment at least annually and more frequently if events or changes in circumstances indicate that it is more likely than not that the asset is. The Group first performs a qualitative assessment to assess all relevant events and circumstances that could affect the significant inputs used to determine the fair value of the indefinite-lived intangible asset. If after performing the qualitative assessment, the Group determines that it is more likely than not that the indefinite-lived intangible asset is impaired, the Group calculates the fair value of the intangible asset and performs a quantitative impairment test by comparing the fair value of the asset with its carrying amount. If the carrying amount of an indefinite-lived intangible asset exceeds its fair value, the Group recognizes an impairment loss in an amount equal to that excess. In consideration of the growing electric vehicle industry globally, the Group’s improving financial performance, the stable macroeconomic conditions in China and the Group’s future manufacturing plans, the

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Group determined that it is not more likely than not that the indefinite-lived intangible assets were impaired as of December 31, 2021.

(n) Value Added Taxes

The Company's subsidiaries and consolidated VIEs in the mainland China, and subsidiaries in UK, Netherlands and Germany are subject to value added tax ("VAT"). Revenue from sales of products and provision of services are generally subject to VAT at the rate of 13% and 6%, respectively, for subsidiaries and consolidated VIEs in the mainland China, 20% for UK subsidiaries, 21% for Netherlands subsidiaries and 19% for Germany subsidiaries, respectively, and subsequently paid to respective tax authorities after netting input VAT on purchases. The excess of output VAT over input VAT is reflected in accrued expenses and other current liabilities, and the excess of input VAT over output VAT is reflected in prepayments and other current assets for current portion and other non-current assets for non-current potion in the combined balance sheet.

(o) Fair Value Measurements

Fair value represents the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability.

Accounting guidance defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. Accounting guidance establishes a three-level fair value hierarchy and requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. A financial instrument's categorization within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels of inputs are:

Level 1 — Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 — Include other inputs that are directly or indirectly observable in the marketplace.

Level 3 — Unobservable inputs which are supported by little or no market activity.

Accounting guidance also describes three main approaches to measuring the fair value of assets and liabilities: (1) market approach; (2) income approach and (3) cost approach. The market approach uses prices and other relevant information generated from market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to convert future amounts to a single present value amount. The measurement is based on the value indicated by current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace an asset.

(p) Revenue recognition

Revenue of the Group was primarily derived from sales of sports cars and provision of automotive design and development services for the year ended December 31, 2021. Revenue is recognized when or as the control of the goods or services is transferred to customers. Control of the goods and services may be transferred over time or at a point in time. Control of the goods and services is transferred over time if the Group's performance:

- provides all of the benefits received and consumed simultaneously by the customer;
- creates and enhances an asset that the customer controls as the Group performs; or
- does not create an asset with an alternative use to the Group and the Group has an enforceable right to payment for performance completed to date.

If control of the goods and services transfers over time, revenue is recognized over the period of the contract by reference to the progress towards complete satisfaction of that performance obligation. Otherwise, revenue is recognized at a point in time when the customer obtains control of the goods and services.

Contracts with customers may include multiple performance obligations. For such arrangements, the Group allocates overall contract price to each distinct performance obligation based on its relative standalone selling price. The Group generally determines standalone selling prices for each individual distinct performance obligation identified based on the observable prices charged to customers. If the standalone selling price is not directly observable, it is estimated using expected cost plus a margin, depending on the availability of observable information, the data utilized, and considering the Group's pricing policies and practices in making pricing decisions. Assumptions and estimations have been made in estimating the relative selling price of each distinct performance obligation, and changes in judgements on these assumptions and estimates may affect revenue recognition.

When either party to a contract has performed, the Group presents the contract on the combined balance sheet as a contract asset, a receivable or a contract liability.

A contract asset is recorded when the Group transfers a good or service to the customer before being unconditionally entitled to the consideration under the payment terms set out in the contract. A receivable is recorded when the Group has an unconditional right to consideration. A right to consideration is unconditional if only the passage of time is required before payment of that consideration is due.

If a customer pays consideration or the Group has a right to an amount of consideration that is unconditional, before the Group transfers a good or service to the customer, the Group presents a contract liability when the payment is received or receivable. A contract liability is the Group's obligation to transfer goods or services to a customer for which the Group has received consideration (or an amount of consideration is due) from the customer.

Vehicle sales

During the year ended December 31, 2021, the Group generated revenue from sales of sports car. Revenue from vehicle sales is recognized at a point in time, when the control of the vehicle is transferred to the customer, which is the point in time when the customer takes possession of and accepts the vehicles.

Initial refundable deposits received from customers for intention orders prior to vehicle purchase agreements are signed are recognized as refundable deposits from customers (accrued expenses and other current liabilities). When vehicle purchase agreements are signed, initial refundable deposits are reclassified to contract liabilities.

The estimated costs for the standard warranty provided by the Group are recorded as a liability when the Group transfers the control of vehicle to a customer.

Provision of automotive design and development services

The Group generates revenue by provision of automotive design and development services. As the customer simultaneously receives and consumes the benefits provided by the Group's performance as the Group performs, revenue is recognized over time, using the input method. Under the input method, revenue is recognized based on the proportion of the actual costs incurred relative to the estimated costs.

Costs incurred to fulfill such service contracts which are not in the scope of other guidance are recognized as contract cost assets when those costs:

- relate directly to the service contracts that the Group can specifically identify;
- are expected to be recovered; and

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- generate or enhance resources of the Group that will be used in satisfying performance obligations in the future.

(q) Cost of sales

Cost of sales primarily consists of (i) purchase costs of vehicles and the related freight and shipping cost and (ii) labor costs, rental expenses, consumed materials and depreciation of associated assets used for providing the automotive design and development services.

(r) Research and development

All costs associated with research and development ("R&D") are expensed as incurred. R&D expenses consist primarily of salaries, bonuses and benefits for those employees engaged in research, design and development activities, license fees, outsourced development expenses, materials, rental expenses, depreciation of equipment and software of R&D activities and other expenses.

(s) Selling and Marketing Expenses

Selling and marketing expenses mainly consist of advertising costs and market promotion expenses, payroll and related expenses for personnel engaged in selling and marketing activities and rental and depreciation expenses relating to facilities and equipment used by those employees. The Group expenses all advertising expenditures as incurred and classifies these costs as selling and marketing expenses. For the year ended December 31, 2021, advertising expenditures totaled US$21,207.

(t) General and Administrative Expenses

General and administrative expenses mainly consist of payroll and related costs for employees involved in general corporate functions, expenses associated with the use of facilities and equipment by these employees, such as rental and depreciation expenses, professional service fees and other general corporate expenses.

(u) Government Grants

Government grants are recognized when there is reasonable assurance that the Group will comply with the conditions attached to it and the grants will be received.

Government grants that are received in advance relating to the compensation of R&D costs incurred are initially recognized in deferred income in the combined balance sheet and subsequently amortized and recognized as government grants in the combined statement of comprehensive loss over the period necessary to match them with the R&D costs that they are intended to compensate.

Government grants that are received in advance relating to the acquisition of an asset are initially recognized in deferred income in the combined balance sheet and subsequently amortized and recognized as government grants in the combined statement of comprehensive loss as the assets are depreciated.

Government grant for the purpose of giving immediate financial support to the Group with no future related costs is recognized as government grants in the Group's combined statement of comprehensive loss when the grant becomes receivable.

(v) Employee Benefits

The Group compensates its employees through short-term employee benefits and defined contribution plans. Short-term employee benefits consist of salaries, social benefit costs, paid annual leave, and bonuses that are expected to be settled within twelve months of the reporting period in which services are rendered. Short-term employee benefits are recognized at the undiscounted amounts expected to be paid when the liabilities are settled and presented within accrued expenses and other current liabilities in the combined balance sheet.

For defined contribution plans, premiums are paid monthly to a separate legal entity or the local labor bureau that manages pension plans on behalf of various employers. The Group has no further commitments beyond

its monthly contribution. Contributions payable are recognized in the reporting period in which services are rendered and presented within accrued expenses and other current liabilities in the combined balance sheet. Contribution rates are unique to each employee in Netherlands, while the contribution rates are standard in UK, Germany and mainland China.

Employee social benefits included as expenses in the accompanying combined statements of comprehensive loss amounted to US$15,324 for the year ended December 31, 2021.

(w) Income Taxes

The Group accounts for income taxes using the asset and liability method in accordance with ASC 740, Income Tax. Current income taxes are provided on the basis of income before income taxes for financial reporting purposes and adjusted for income and expense items which are not assessable or deductible for income tax purposes, in accordance with the regulations of the relevant tax jurisdictions. Under this method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax laws and rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in the combined statement of comprehensive loss in the period that includes the enactment date. A valuation allowance is provided to reduce the amount of deferred income tax assets if based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred income tax assets will not be realized. This assessment considers, among other matters, the nature, frequency and severity of current and cumulative losses, forecasts of futures profitability, the duration of statutory carry forward periods, the Group's experience with operating loss and tax credit carry forwards, if any, not expiring.

The Group applies a "more-likely-than-not" recognition threshold in the evaluation of uncertain tax positions. The Group recognizes the benefit of a tax position in its combined financial statements if the tax position is "more-likely-than-not" to prevail based on the facts and technical merits of the position. Tax positions that meet the "more-likely-than-not" recognition threshold are measured at the largest amount of tax benefit that has a greater than fifty percent likelihood of being realized upon settlement. Unrecognized tax benefits may be affected by changes in interpretation of laws, rulings of tax authorities, tax audits, and expiry of statutory limitations. In addition, changes in facts, circumstances and new information may require the Group to adjust the recognition and measurement estimates with regard to individual tax positions. Accordingly, unrecognized tax benefits are periodically reviewed and re-assessed. Adjustments, if required, are recorded in the Group's combined financial statements in the period in which the change that necessities the adjustments occur. The ultimate outcome for a particular tax position may not be determined with certainty prior to the conclusion of a tax audit and, in certain circumstances, a tax appeal or litigation process. The Group records interest and penalties related to unrecognized tax benefits (if any) in income tax expenses.

(x) Foreign Currency

The Company's reporting currency is US$. The functional currency of the Company and its subsidiaries in Hong Kong is US$. The functional currency of the Company's subsidiaries and consolidated VIEs in mainland China is RMB. The functional currency of the entities incorporated in UK includes US$ and GBP. The functional currency of the entities incorporated in Netherlands and Germany is Euro.

Transactions denominated in currencies other than the functional currency are re-measured into the functional currency at the exchange rates prevailing at the dates of the transactions. Monetary assets and liabilities denominated in a foreign currency are remeasured into the functional currency using the applicable exchange rate at the balance sheet date. The resulted exchange differences are recorded as foreign currency exchange gains (losses), net in the combined statement of comprehensive loss.

The Group entities with functional currencies other than the US$ are translated from the functional currency into US$. Assets and liabilities are translated into US$ using the applicable exchange rates at the balance sheet

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date. Equity accounts other than deficit generated in the current period are translated into US$ using the appropriate historical rates. Revenues, expenses, gains and losses are translated into US$ using the average exchange rates for the relevant period. The resulted foreign currency translation adjustments are recorded as a component of other comprehensive loss in the combined statement of comprehensive loss, and the accumulated foreign currency translation adjustments are recorded as a component of accumulated other comprehensive loss in the combined statement of changes in shareholders' deficit.

(y) Concentration and Risk

Concentration of customers and suppliers

The Group's accounts receivable represent amount due from Geely Holding and its subsidiaries (collectively as "Geely Group"), representing 100% of the Group's accounts receivable — related parties as of December 31, 2021. During the year ended December 31, 2021, Geely Group contributed US$3,280 of the Group's total revenues.

No third-party customer contributed more than 10.0% of the Group's total revenues for the year ended December 31, 2021.

Accounts receivable balances with greater than 10.0% the Group's receivable balances as of December 31, 2021 were as follows.

	As of December 31, 2021
	proportion of total accounts receivable balances
Customer A, related party	41.96%
Customer B, related party	27.57%
Customer C, related party	19.12%
Customer D, related party	11.35%

The above customers are ultimately controlled by Geely Holding.

Suppliers contributed more than 10.0% of total costs and expenses for the year ended December 31, 2021 are as below.

	For the year ended December 31, 2021
	proportion of total costs and expenses
Supplier A, related party	47.58%

The above supplier is ultimately controlled by Geely Holding.

Payable balances with greater than 10.0% the Group's amounts due to suppliers as of December 31, 2021 were as follows:

	As of December 31, 2021
	proportion of total accounts payable balances
Supplier B, related party	76.45%

The above supplier is ultimately controlled by Geely Holding.

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Concentration of credit risk

Financial instruments that potentially expose the Group to concentrations of credit risk consist principally of cash, accounts receivable and other receivables included in prepayments and other current assets. The carrying amounts of these financial instruments represent the maximum amount of loss due to credit risk.

Substantial all of the Group's cash at bank is held by third-party financial institutions located in the mainland China. The bank deposits with financial institutions in the mainland China are insured by the government authority for up to RMB500. The Group has not experienced any losses in uninsured bank deposits and does not believe that it is exposed to any significant risks on cash held in bank accounts. To limit exposure to credit risk, the Company primarily places bank deposits with large financial institutions in the mainland China with acceptable credit rating.

Accounts receivable are unsecured and are primarily derived from revenue earned from automotive design and development services. Accounts receivable and other receivables included in prepayments and other current assets are unsecured. The risk is mitigated by credit evaluations performed on them.

(z) Loss per Share

Basic loss per ordinary share is computed by dividing net loss attributable to the Company's ordinary shareholders by the weighted average number of ordinary shares outstanding during the year.

Diluted loss per share is calculated by dividing net loss attributable to the Company's ordinary shareholders as adjusted for the effect of dilutive ordinary share equivalents, if any, by the weighted average number of ordinary and dilutive ordinary share equivalents outstanding during the year. Ordinary share equivalents include the ordinary shares issuable upon the conversion of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes (using the as-if-converted method). Potential dilutive securities are not included in the calculation of diluted loss per share if the impact is anti-dilutive.

(aa) Segment Reporting

The Group's chief operating decision maker has been identified as the chief executive officer, who reviews consolidated results when making decisions about allocating resources and assessing performance of the Group. For the purpose of internal reporting and management's operation review, the Company's chief executive officer and management personnel do not segregate the Group's business by product or service. Management has determined that the Group has one operating segment.

As of December 31, 2021, the long-lived assets amounted to US$6,444 were located in UK, US$14,286 were located in Germany, US$50 were located in Netherlands and all of the remaining long-lived assets were in the PRC.

(bb) Statutory Reserves

In accordance with the PRC Company Laws, the Group's subsidiaries and consolidated VIEs in the mainland China must make appropriations from their after-tax profits as determined under the generally accepted accounting principles in the PRC ("PRC GAAP") to non-distributable reserve funds including statutory surplus fund and discretionary surplus fund. The appropriation to the statutory surplus fund must be 10% of the after-tax profits as determined under PRC GAAP. Appropriation is not required if the statutory surplus fund has reached 50% of the registered capital of the companies in the mainland China. Appropriation to the discretionary surplus fund is made at the discretion of the companies in the mainland China.

The statutory surplus fund and discretionary surplus fund are restricted for use. They may only be applied to offset losses or increase the registered capital of the respective companies. These reserves are not allowed to be transferred to the Company by way of cash dividends, loans or advances, nor can they be distributed except for liquidation.

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No appropriation to the reserve fund was made by the Company's subsidiaries and consolidated VIEs in the mainland China, as these companies did not earn any after-tax profits or had accumulated losses as determined under PRC GAAP for the year ended December 31, 2021.

The Group's ability to pay dividends may depend on the Group receiving distributions of funds from its subsidiaries. Relevant statutory laws and regulations permit payments of dividends by the Group's subsidiaries only out of its retained earnings. Relevant statutory laws and regulations restrict the subsidiaries from transferring a portion of their net assets, equivalent to the balance of their statutory reserves and their paid in capital to the Company in the form of loans, advances or cash dividends. The balance of restricted net assets was US$85,164 as of December 31, 2021.

(cc) Recent Accounting Pronouncements

In August 2018, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2018-15, *Intangibles — Goodwill and Other — Internal-Use Software (Subtopic 350-40)* ("ASU 2018-15"), which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software and hosting arrangements that include an internal-use software license. The amendment in this update was effective for fiscal periods beginning after December 15, 2020. The Group adopted ASU 2018-15 on January 1, 2021. The adoption did not have a material impact on the Group's combined financial statements.

In December 2019, the FASB issued ASU No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes* ("ASU 2019-12"). This amendment was issued to simplify the accounting for income taxes by removing certain exceptions for recognizing deferred taxes, performing intra-period allocation, and calculating income taxes in interim periods. Further, ASU 2019-12 adds guidance to simplify the accounting for franchise taxes and enacted changes in tax laws or rates and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. The Group adopted the standard on January 1, 2021. The adoption did not have a material effect on the Group's combined financial statements.

In August 2020, the FASB issued ASU 2020-06, *Debt — Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging — Contracts in Entity's Own Equity (Subtopic 815-40)*, which simplifies accounting for convertible instruments by removing major separation models required under current U.S. GAAP. The ASU 2020-06 also removes certain settlement conditions that are required for equity-linked contracts to qualify for the derivative scope exception and it also simplifies the diluted earnings per share calculation in certain areas. ASU 2020-06 is effective for public companies for fiscal years beginning after December 15, 2021, including interim periods within those fiscal years. Early adoption is permitted, but no earlier than fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. The Group early adopted ASU 2020-06 on January 1, 2021. The adoption did not have a material impact on the Group's combined financial statements.

In November 2021, the FASB issued ASU 2021-10 *Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance,* which improves the transparency of government assistance received by most business entities by requiring the disclosure of: (1) the types of government assistance received; (2) the accounting for such assistance; and, (3) the effect of the assistance on a business entity's financial statements. ASU 2021-10 is effective for financial statements issued for annual periods beginning after December 15, 2021, with early application permitted. The Group early adopted ASU 2021-10 on January 1, 2021 on a prospective basis. The Group made the required disclosure in Note 11.

In June 2016, the FASB amended ASU 2016-13, *Financial Instruments — Credit Losses (Topic 326)* , Measurement of Credit Losses on Financial Instruments. ASU 2016-13 was further amended in November 2019 by ASU 2019-09, *Financial Instruments — Credit Losses (Topic 326)* , *Derivatives and Hedging (Topic 815)*, and *Leases (Topic 842)*. As a result, ASC 326, *Financial Instruments — Credit Losses* is effective for public companies for annual reporting periods, and interim periods within those years beginning after

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December 15, 2019. For all other entities, it is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. As the Group is an "emerging growth company" and elects to apply for the new and revised accounting standards at the effective date for a private company, the Group will adopt ASU 2016-13 for the fiscal year ending December 31, 2023. The Group is currently evaluating the impact of adopting this standard on its combined financial statements.

In November 2021, the FASB issued ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contracts Assets and Contract Liabilities from Contracts with Customers*, which requires companies to apply Accounting Standard Codification ("ASC") 606 to recognize and measure contract assets and contract liabilities from contracts with customers acquired in a business combination on the acquisition date. This new guidance creates an exception to the general recognition and measurement principle noted in ASC 805, Business Combinations, which requires the acquirer in a business combination to recognize and measure the assets acquired at fair value at the acquisition date. ASU 2021-08 is effective for fiscal years beginning after December 15, 2022 and interim periods, for all public business entities. For all other entities, it is effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years, with early application permitted. As the Group is an "emerging growth company" and elects to apply for the new and revised accounting standards at the effective date for a private company, the Group will adopt ASU 2021-08 for the fiscal year ending December 31, 2024. The Group is currently evaluating the impact of adopting this standard on its combined financial statements.

3. PREPAYMENTS AND OTHER CURRENT ASSETS — THIRD PARTIES

Prepayments and other current assets — third parties as of December 31, 2021 consisted of the following:

	As of December 31, 2021
	US$
Deductible VAT	44,917
Prepayments to third-party suppliers	1,854
Deposits	969
Others	1,635
Total	**49,375**

4. PROPERTY, EQUIPMENT AND SOFTWARE, NET

Property, equipment and software, net, as of December 31, 2021 consisted of the following:

	As of December 31, 2021
	US$
Machinery and R&D equipment	8,176
Motor vehicles	3,860
Office and electronic equipment	3,825
Purchased software	5,773
Leasehold improvements	2,737
Property, equipment and software	**24,371**
Less: Accumulated depreciation	(2,982)
Construction in progress[(i)]	37,808
Property, equipment and software, net	**59,197**

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(i) Represents the capitalized expenditures on the construction of corporate buildings, leasehold improvements, tooling and R&D equipment under construction.

Depreciation expenses on property, equipment and software were allocated to the following expense items:

	Year ended December 31, 2021
	US$
Cost of revenues	25
Research and development expenses	1,626
Selling and marketing expenses	61
General and administrative expenses	344
Total depreciation expenses	**2,056**

Property, equipment and software with a net book value of US$10,071 shall be pledged as security for exchangeable notes subject to further notice by the Exchangeable Notes Holder as mentioned in Note 9 as of December 31, 2021.

5. INTANGIBLE ASSETS

The following table summarizes the Group's intangible assets as of December 31, 2021.

	As of December 31, 2021
	US$
Trademark license with indefinite useful lives (i) (note 19)	116,041
License plates with indefinite useful lives	80
Intangible assets	**116,121**

(i) The Group was granted to use the "Lotus" trademark license i) exclusively on vehicles and parts and components; ii) non-exclusively for the Group's business of providing related after-sale services for the lifestyle vehicles; iii) non-exclusively on the related products such as accessories the Group designs, produces, distributes, and sells or has designed or produced by any third party on its behalf, for the foreseeable future. The fair value of the license is US$116,041 as of November 4, 2021, the acquisition date.

6. LEASES

The Group has entered into various non-cancellable operating lease agreements for land use rights, offices, warehouses, retail and service locations, and vehicles worldwide. The Group determines if an arrangement is a lease, or contains a lease, at inception and record the leases in the financial statements upon lease commencement, which is the date when the underlying asset is made available for use by the lessor.

The components of lease cost were as follows:

	Year ended December 31, 2021
	US$
Operating lease cost	6,389
Short-term lease cost	847
Variable lease cost	231
Total	**7,467**

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Certain leases have annual rent escalations based on subsequent year-to-year changes in the consumer price index ("CPI"). While operating lease liabilities are not remeasured as a result of changes to the CPI, the year-to-year changes to the CPI are treated as variable lease payments and recognized in the period in which they are incurred.

The above lease costs are recognized as cost of sales, selling and marketing expenses, general and administrative expenses and research and development expenses.

Supplemental cash flows information related to leases was as follows:

	Year ended December 31, 2021
	US$
Operating cash outflows from operating leases*	56,024
Lease liabilities arising from obtaining right-of-use assets	56,610

* This amount includes prepayments for land use rights of US$49,237, with lease terms of 40 years.

Supplemental balance sheet information related to leases was as follows:

	As of December 31, 2021
	US$
Operating Leases	
Operating lease right-of-use assets*	108,233
Total operating lease assets	**108,233**
Operating lease liabilities, current	
– Operating lease liabilities-third parties	9,500
– Operating lease liabilities-related parties	788
Operating lease liabilities, non-current	
– Operating lease liabilities-third parties	47,638
Total operating lease liabilities	**57,926**

* Operating lease right-of-use assets included land use rights with carrying amount of US$49,275, of which US$38,196 shall be pledged as security for exchangeable notes as mentioned in Note 9 as of December 31, 2021.

	Year ended December 31, 2021
Weighted-average remaining lease term	
Operating leases	7.36 years
Weighted-average discount rate	
Operating leases	5.74%

Because the leases do not provide an implicit rate of return, the Group used the incremental borrowing rate based on the information available at lease commencement date in determining the present value of lease payments.

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Maturities of operating lease liabilities were as follows:

	Year ended December 31, 2021
	US$
2022	12,628
2023	12,198
2024	9,549
2025	7,713
2026	7,134
Thereafter	21,057
Total undiscounted lease payments	**70,279**
Less: imputed interest	(12,353)
Total lease liabilities	**57,926**

As of December 31, 2021, the Group had future minimum lease payments for non-cancelable short-term operating leases of US$478.

7. OTHER NON-CURRENT ASSETS

Other non-current assets as of December 31, 2021 consisted of the following:

	As of December 31, 2021
	US$
Deposits for long-term operating leases	1,772
Prepayments for purchase of equipment	62
Deductible VAT	6,353
Total	**8,187**

8. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES — THIRD PARTIES

Accrued expenses and other current liabilities — third parties as of December 31, 2021 consisted of the following:

	As of December 31, 2021
	US$
Accrued salaries and benefits	32,005
Payables for R&D expenses	24,251
Payables for marketing events	17,631
Payables for purchase of property, equipment and software	17,164
Refundable deposits from customers	137
Deposits from third parties	3,568
VAT and other taxes payables	3,247
Payables for service fees	5,820
Others	7,890
Total	**111,713**

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9. EXCHANGEABLE NOTES

	Exchangeable notes
	US$
Balance as of January 1, 2021	—
Issuance of exchangeable notes	125,039
Changes in fair values of exchangeable notes, excluding impact of instrument-specific credit risk	1,065
Changes in fair values of exchangeable notes due to the instrument-specific credit risk	(132)
Foreign currency translation adjustment	448
Balance as of December 31, 2021	**126,420**

In September 2021, the Company's subsidiary, WFOE, entered into an exchangeable note agreement with an investor. Pursuant to the agreement, WFOE is entitled to issue, from time to time, exchangeable notes (the "Exchangeable Notes") to obtain financing from the investor (the "Exchangeable Notes Holder") up to RMB3,000,000 with coupon rate of 3% per annum. Each tranche of Exchangeable Notes is scheduled to mature on the one-year anniversary date of issuance. On November 5, 2021, the Group issued the first tranche of RMB800,000 (equivalent to US$125,039) to the Exchangeable Notes Holder. The repayments of the Exchangeable Notes were guaranteed by Founders Onshore Vehicle.

At the time when there is a subsequent round of equity financing, upon the notification in writing by the Group, the Exchangeable Notes Holder is entitled to convert the whole or any portion of the outstanding principal amount of the Exchangeable Notes into the shares of the subsequent round of equity financing at the post-money equity valuation based on a fixed monetary amount.

Prior to a qualified initial public offering ("Qualified IPO" which is defined as an initial public offering and listing or back door listing (including via SPAC) or other similar transactions to achieve the listing of the shares of the Company):

1) Upon the conversion, the Exchangeable Notes Holder is entitled to require Founders Onshore Vehicle or its designated entity to transfer the Company's shares at the price of RMB1 per share to make the Exchangeable Notes Holder's shareholding in the Company not less than 5%, based on an investment of RMB3,000,000. If the investment amount at time of conversion is less than RMB3,000,000, 5% shareholding shall be adjusted on a pro-rata basis.

2) The Founders Onshore Vehicle or its designated entity must purchase all or a portion of the shares held by the Exchangeable Notes Holder at a price equal to the outstanding principal amount of the Exchangeable Notes plus interest rate of 3% per annum, if the Company failed to the consummation of Qualified IPO within seven-year anniversary of issuance date for each tranche of Exchangeable Notes, at the option of the Exchangeable Notes Holder.

3) The Founders Onshore Vehicle or its designated entity has the right to purchase 60% of the shares held by the Exchangeable Notes Holder at a price equal to the outstanding principal amount of the Exchangeable Notes plus interest rate of 8% per annum prior to the consummation of Qualified IPO.

Pursuant to the agreement, the land use right of WFOE shall be pledged within 6 months upon the acquisition of the land use right, and buildings, construction in progress and ancillary facilities on the land shall be pledged subject to further notice by the Exchangeable Notes Holder.

The above three features are collectively referred to as the "Rights and Obligations provided by the Founders Onshore Vehicle".

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The guarantees and Rights and Obligations provided by the Founders Onshore Vehicle were accounted for as shareholder contributions at their estimated fair value at the respective issuance date of each tranche of loans. The fair value of the guarantees and Rights and Obligations provided by the Founders Onshore Vehicle was US$3,391 for the tranche issued in November 2021. The fair value of the guarantees and Rights and Obligations was treated as debt issuance cost and charged to the interest expenses in the combined statement of comprehensive loss.

The Group elected the fair value option to account for the Exchangeable Notes, including the component related to accrued interest. The Group believes the fair value option best reflects the economics of the underlying transaction. The Exchangeable Notes were recognized at fair value at the issuance date and are measured subsequently at fair value. The changes in fair value of the Exchangeable Notes due to the instrument-specific credit risk of US$132 was credited to other comprehensive income and all other changes in fair values of US$1,065 was recognized as the “Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk” in the combined statement of comprehensive loss for the year ended December 31, 2021.

The Group adopted a scenario-weighted average method to estimate the fair values of the Exchangeable Notes, based on an analysis of future values of the settlement of the obligation, assuming various outcomes. The probability weightings assigned to certain potential scenarios were based on management’s assessment of the probability of settlement of the liability in cash or shares and an assessment of the timing of settlement. In each scenario, the obligation valuation was based on the contractually agreed cash payment or equivalent equity discounted to each valuation date. The fair values of the Exchangeable Notes are estimated with the following key assumptions used:

	As of December 31, 2021
Risk-free interest rate	2.20%
Discount rate	20.00%
Probability of conversion	50.00%
Bond yield	6.79%
Probability of occurrence of Qualified IPO	45.00%

The exchangeable notes of RMB400,000 was overdue since November 5, 2022 and the remaining RMB400,000 was exchanged for Series A redeemable convertible preferred shares in December 2022, as mentioned in note 20(ii).

10. CONVERTIBLE NOTES

	Series Pre-A Note
	US$
Balance as of January 1, 2021	—
Issuance of convertible notes	23,445
Balance as of December 31, 2021	**23,445**

Notes convertible into Series Pre-A Preferred Shares

On November 29, 2021, the Company entered into one-year convertible notes with a principal amount of RMB150,000 (equivalent to US$23,445) with coupon rate of 8% per annum with an investor (“Series Pre-A Note”). During the one-year term of the Series Pre-A Note, the investor was entitled to (i) convert the whole or any portion of the outstanding principal amount of the convertible note into Series Pre-A preferred shares in its sole discretion at any time; and (ii) automatically convert all the outstanding principal of the convertible

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note into Series Pre-A redeemable convertible preferred shares upon the completion of Reorganization as mentioned in note 1(b), obtaining licenses from Zhejiang Liankong Technology Ltd. ("Geely License") as mentioned in note 19(ii), and completion of employment with certain key operating staff. The conversion price is RMB 6.22981 per share. The WFOE as the guarantor provide a joint and several liability guarantee for the Series Pre-A Note.

The Group elected the fair value option to account for the Series Pre-A Note, including the component related to accrued interest. The Group believes the fair value option best reflects the economics of the underlying transaction. The Series Pre-A Note was recognized at fair value at the issuance date and is measured subsequently at fair value. There was no change in the fair value of the Series Pre-A Note from November 29, 2021 to December 31, 2021.

The Group adopted a scenario-weighted average method to estimate the fair value of Series Pre-A Note, based on an analysis of future values of the settlement of the obligation, assuming various outcomes. The probability weightings assigned to certain potential scenarios were based on management's assessment of the probability of settlement of the liability in cash or shares and an assessment of the timing of settlement. In each scenario, the obligation valuation was based on the contractually agreed cash payment or equivalent equity discounted to each valuation date. The fair value of the Series Pre-A Note is estimated with the following key assumptions used:

	As of December 31, 2021
Risk-free interest rate	2.28%
Probability of conversion	75.00%
Bond yield	5.89%

11. DEFERRED INCOME

	Asset-related subsidy	R&D-related subsidy	Total
	US$	US$	US$
Balance as of January 1, 2021	—	541,592	541,592
Government grants received during the year	279,052	—	279,052
Recognized as income during the year	—	(490,461)	(490,461)
Foreign currency translation adjustment	3,270	6,843	10,113
Balance as of December 31, 2021	282,322	57,974	340,296

In 2021, the Group received a specific subsidy of US$279,052 to compensate the expenditure on the construction of the Group's corporate buildings in Wuhan city, the PRC. Since the corporate buildings are still under construction as of December 31, 2021, the Group has not recognized any government grants relating to this subsidy.

In 2018, the Group received a specific subsidy of US$755,581 relating to the Group's R&D expenditures. During the year ended December 31, 2021, the Group recognized government grants of US$490,461 for the R&D expenses incurred under this subsidy.

In addition to above subsidies, the Group received government grants of US$233 with no future related costs required during the year ended December 31, 2021, which was directly recognized as government grants in the combined statement of comprehensive loss.

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12. MANDATORILY REDEEMABLE NONCONTROLLING INTEREST

	US$
Balance as of January 1, 2021	—
Issuance of mandatorily redeemable noncontrolling interest	6,299
Changes in fair values of mandatorily redeemable noncontrolling interest, excluding impact of instrument-specific credit risk	302
Changes in fair values of mandatorily redeemable noncontrolling interest due to the instrument-specific credit risk	13
Foreign currency translation adjustment	(21)
Balance as of December 31, 2021	**6,593**

On November 12, 2021, the Company's VIE and Momenta (Suzhou) Technology Limited Company ("Momenta") incorporated Ningbo Robotics Co., Ltd. ("Ningbo Robotics"). The VIE and Momenta hold 60% and 40% equity interest and invested RMB60,000 (equivalent to US$9,449) and RMB40,000 (equivalent to US$6,299) in Ningbo Robotics, respectively. Pursuant to the shareholder agreement entered by the VIE and Momenta:

1) If there is any disagreement or disputes arising between Ningbo Robotics and Momenta, Momenta has the right to require WFOE or VIE or the entity designated by WFOE or VIE to acquire the 40% equity interest in Ningbo Robotics at the consideration of RMB40,000 in cash.

2) Momenta is required to sell its 40% equity interest in Ningbo Robotics to WFOE or VIE or the entity designated by WFOE or VIE no later than the third anniversary date of the incorporation of Ningbo Robotics. The redemption price between the date of incorporation and the first anniversary of Ningbo Robotics is RMB40,000, between the first anniversary and the second anniversary of the incorporation Ningbo Robotics is RMB80,000, and between the second anniversary and the third anniversary of the incorporation Ningbo Robotics is RMB120,000. At the sole discretion of Momenta, Momenta is entitled to elect either to redeem in cash or exchange for the Company's shares with the equivalent monetary value.

3) If the Company's Board of Directors approved the Company's Qualified IPO within the third anniversary date of the incorporation of Ningbo Robotics, Momenta is required to sell its 40% equity interest in Ningbo Robotics at the consideration same as the mechanism mentioned in 2). At the sole discretion of Momenta, Momenta is entitled to elect either to redeem in cash or exchange for the Company's shares with the equivalent monetary value.

In March 2022, the VIE transferred its 60% legal equity interest of Ningbo Robotics to its wholly-owned subsidiary, Sanya Lotus Venture Investment Limited Company.

The Group is contractually obligated to repurchase the 40% noncontrolling interests ("NCI") held by Momenta within the three years from its incorporation. The NCI, together with the embedded repurchase contract, is accounted for as a liability and recorded as "Mandatorily redeemable noncontrolling interest" in the Company's combined balance sheet.

The Group elected the fair value option to account for the mandatorily redeemable noncontrolling interest. The Group believes the fair value option best reflects the economics of the underlying transaction.

Changes in fair value due to the instrument-specific credit risk of US$13 were recognized in other comprehensive loss and all other changes in fair values of US$302 was recognized as the "Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk" in the combined statement of comprehensive loss for the year ended December 31, 2021.

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The Group adopted a scenario-weighted average method to determine the fair value of the mandatorily redeemable noncontrolling interest, based on an analysis of future values of the settlement of the obligation, assuming various outcomes. The probability weightings assigned to certain potential scenarios were based on management's assessment of the probability of settlement of the liability in cash or shares and an assessment of the timing of settlement. In each scenario, the obligation valuation was based on the contractually agreed cash payment or equivalent equity discounted to each valuation date. The fair value of the mandatorily redeemable noncontrolling interest is estimated with the following key assumptions used:

	As of December 31, 2021
Discount rate	21.00%
Bond yields	6.31% – 7.40%
Expected terms	0.86 – 2.86

13. ORDINARY SHARES

Upon incorporation on August 9, 2021, the Company's authorized shares were 5,000,000,000 shares with a par value of US$0.00001 per share.

On August 9, 2021, the Company issued 866,800,000 ordinary shares to the Founders Offshore Vehicle at RMB1 per share with total consideration of RMB866,800 (equivalent to US$133,683) to the Company. As of December 31, 2021, RMB249,640 (equivalent to US$38,597) was paid up and remaining RMB617,160 (equivalent to US$96,799) was recorded as receivable from shareholders and presented as contra-equity.

On November 11, 2021, the Company issued 433,400,000 ordinary shares to Lotus Technology International Investment Limited, ultimately 100% owned by Geely Holding, at RMB1 per share with total consideration of RMB433,400 (equivalent to US$67,566). As of December 31, 2021, RMB373,400 (equivalent to US$58,631) was paid up and remaining RMB60,000 (equivalent to US$9,411) was recorded as receivable from shareholders and presented as contra-equity.

On September 24, 2021, Etika, through Lotus HK, subscribed for 33.33% equity interest in WFOE at RMB1 per share with total consideration of RMB650,100 (equivalent to US$100,690) and paid up on September 28, 2021. On November 11, 2021, the Company issued 650,100,000 ordinary shares to Etika through exchange of 100% equity interest in Lotus HK held by Etika.

As mentioned in note 1(b), on December 24, 2021, the Company issued 216,700,000 ordinary shares to LGIL for the "Lotus" trademark with a fair value of US$116,041 licensed by Group Lotus Limited, a wholly-owned subsidiary of LGIL.

As of December 31, 2021, the Company is authorized to issue 5,000,000,000 ordinary shares with a par value of US$0.00001 per share, among which 2,167,000,000 shares were issued and outstanding.

14. INCOME TAX

a) Income tax

Cayman Islands

Under the current laws of the Cayman Islands, the Company is not subject to tax on income or capital gain. Additionally, the Cayman Islands does not impose a withholding tax on payments of dividends to shareholders.

Hong Kong

Under the current Hong Kong Inland Revenue Ordinance, the Company's Hong Kong subsidiary is subject to Hong Kong profits tax at the rate of 16.5% on its taxable income generated from the operations in Hong

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Kong. The first HK$2 million of assessable profits earned by a company will be taxed at 8.25% whilst the remaining profits will continue to be taxed at 16.5%. There is an anti-fragmentation measure where each group will have to elect only one company in the group to benefit from the progressive anti-fragmentation two-tier rates. Payments of dividends by the Hong Kong subsidiary to the Company is not subject to withholding tax in Hong Kong.

The PRC, excluding Hong Kong

The Group's PRC subsidiaries and consolidated VIEs are subject to the PRC Enterprise Income Tax Law ("EIT Law") and are taxed at the statutory income tax rate of 25%, unless otherwise specified.

Under the EIT Law and its implementation rules, an enterprise established outside the PRC with a "place of effective management" within the PRC is considered a PRC resident enterprise for PRC enterprise income tax purposes. A PRC resident enterprise is generally subject to certain PRC tax reporting obligations and a uniform 25% enterprise income tax rate on its worldwide income. The implementation rules to the EIT Law provide that non-resident legal entities are considered PRC residents if substantial and overall management and control over the manufacturing and business operations, personnel, accounting, properties, etc., occurs within the PRC. Dividends paid to non-PRC-resident corporate investor from profits earned by the PRC subsidiaries after January 1, 2008 would be subject to a withholding tax. The EIT law and its relevant regulations impose a withholding tax at 10%, unless reduced by a tax treaty or agreement, for dividends distributed by a PRC-resident enterprise to its non-PRC-resident corporate investor for earnings generated beginning on January 1, 2008.

Other Countries

The maximum applicable income tax rates of other countries where the Company's subsidiaries having significant operations in the year ended December 31, 2021 are as follows:

	Year ended December 31, 2021
Germany	
– Corporation tax*	15.825%
– Trade tax*	13.825%
UK	19%
Netherlands**	25.8%

* This corporate tax rate excludes trade tax, which rate depends on the municipality in which Lotus GmbH conducts its business. Trade Tax is calculated by determining the Trade Tax Base with 3.5% of the trade income and applying the tax factor which differs according to the specific municipality in Germany and equals 395% for the municipality of Raunheim.

** The Netherlands income tax rate was 25% for the year ended December 31, 2021. The income tax rate would be increased to 25.8% for 2022 onwards which is enacted since December 27, 2021.

The components of loss before income taxes are as follows:

	Year ended December 31, 2021
	US$
The PRC, excluding Hong Kong	(113,598)
Germany	2,060
UK	2,415
Netherlands	(1,415)
Others	1,860
Total	**(108,678)**

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The components of income tax expense for the year ended December 31, 2021 were as follows:

	Year ended December 31, 2021
	US$
Current income tax expense	
– The PRC, excluding Hong Kong	852
– Germany	603
– UK	182
– Netherlands	—
– Others	—
Total current tax provision	1,637
Deferred income tax expense	
– The PRC, excluding Hong Kong	—
– Germany	—
– UK	216
– Netherlands	—
– Others	—
Total deferred tax expense	216
Total income tax expense	**1,853**

The actual income tax expense reported in the combined statement of comprehensive loss for the year ended December 31, 2021 differs from the amount computed by applying the PRC income tax rate of 25% to loss before income taxes due to the following:

	Year ended December 31, 2021
	US$
Computed expected income tax benefit at the PRC statutory tax rate of 25%	(27,170)
Effect on tax rates in different tax jurisdiction	(373)
Tax effect of non-deductible expenses	110
Tax effect of R&D expenses additional deduction	(134)
Change in valuation allowance	29,784
Others	(364)
Actual income tax expense	**1,853**

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b) Deferred income taxes

The tax effects of temporary differences that give rise to the deferred tax assets (liabilities) balances as of December 31, 2021 are as follows:

	As of December 31, 2021
	US$
Deferred tax assets:	
Net operating losses carryforwards	12,307
Accrued expenses	8,928
Deferral of tax deduction of R&D expenses	192,286
Operating lease liabilities	14,959
Exchangeable notes	233
Mandatorily redeemable noncontrolling interest	79
Others	1,155
Total gross deferred tax assets	**229,947**
Valuation allowance on deferred tax assets	(32,914)
Deferred tax assets, net of valuation allowance	**197,033**
Deferred tax liabilities:	
Property, equipment and software	(141)
Derivative asset	(563)
Government grants	(181,511)
Operating lease right-of-use assets	(14,959)
Total deferred tax liabilities	**(197,174)**
Net deferred tax liabilities	**(141)**

The deferred taxes noted above are classified as follows in the Company's combined balance sheet:

	As of December 31, 2021
	US$
Deferred tax assets	—
Deferred tax liabilities	(141)
Net deferred tax liabilities	**(141)**

A valuation allowance is provided against deferred income tax assets when the Group determines that it is more-likely-than-not that the deferred income tax assets will not be utilized in the foreseeable future. In making such determination, the Group evaluates a variety of factors including the Group's operating history, accumulated deficit, existence of taxable temporary differences and reversal periods.

As of December 31, 2021, the valuation allowances of US$32,914 were related to the deferred income tax assets of the certain subsidiaries of the Company which were in loss position. These entities were in a cumulative loss position, which is a significant negative indicator to overcome that sufficient income will be generated over the periods in which the deferred income tax assets are deductible or utilized. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible or utilized. Management considers the

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scheduled reversal of deferred income tax liabilities, projected future taxable income and tax planning strategies in making this assessment.

Changes in valuation allowance are as follows:

	Year ended December 31, 2021
	US$
Balance at the beginning of the year	3,130
Increase during the year	29,784
Balance at the end of the year	**32,914**

As of December 31, 2021, the net operating loss carryforwards of the Company's subsidiaries and VIEs in the PRC amounted to US$48,450, which can be carried forward for five years to offset future taxable profit. The net operating loss carryforwards of the Company's subsidiaries and VIEs in the PRC, excluding Hong Kong, will expire in year 2026.

As of December 31, 2021, the net operating loss carryforwards of the Company's subsidiary incorporated in Netherlands amounted to US$1,299, do not expire.

15. NET LOSS PER SHARE

The following table sets forth the basic and diluted net loss per ordinary share computation and provides a reconciliation of the numerator and denominator for the year presented:

	Year ended December 31, 2021
	US$
Numerator:	
Net loss attributable to ordinary shareholders	(110,531)
Numerator for basic and diluted net loss per ordinary share calculation	**(110,531)**
Denominator:	
Weighted average number of ordinary shares, basic and diluted	1,508,588,219
Denominator for basic and diluted net loss per ordinary share calculation	**1,508,588,219**
Net loss per ordinary share attributable to ordinary shareholders	
– Basic and diluted	(0.07)

The following outstanding potentially dilutive ordinary share equivalents have been excluded from the computation of diluted net loss per share attributable to ordinary shareholders for the year presented due to their antidilutive effect:

	As of December 31, 2021
Exchangeable notes[(i)]	233,638,036
Convertible notes[(ii)]	24,077,781
Mandatorily redeemable noncontrolling interest[(iii)]	11,681,902
Total	**269,397,719**

(i) Represents the number of potentially dilutive ordinary shares equivalent on as-if-converted basis, calculated by the fixed monetary

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value of RMB800,000 divided by the estimated fair value of ordinary shares as of December 31, 2021, which was assumed to be the conversion price as of December 31, 2021.

(ii) Represents the number of potentially dilutive ordinary shares equivalent on as-if-converted basis, calculated by the fixed monetary value of RMB150,000 divided by the conversion price of RMB6.22981 per share as of December 31, 2021.

(iii) Represents the number of potentially dilutive ordinary shares equivalent on as-if-converted basis, calculated by the fixed monetary value of RMB40,000 divided by the estimated fair value of ordinary shares as of December 31, 2021, which was assumed to be the conversion price as of December 31, 2021.

16. REVENUES

The Group's revenues are disaggregated by service lines as follows:

	Year ended December 31, 2021
	US$
Disaggregation of revenues	
Sales of goods – third parties	
– Vehicles	369
Services and others	
– related parties	3,280
– third parties	38
	3,318
Revenues	**3,687**

Geographic information

The following summarizes the Group's revenues by geographic areas (based on the locations of customers):

	Year ended December 31, 2021
	US$
Mainland China	3,109
UK	439
Sweden	139
Revenues	**3,687**

Contract Liabilities

	As of December 31, 2021
	US$
Current liabilities	
– Contract Liabilities – third parties	6
Non-current liabilities	
– Contract Liabilities – third parties	1,930
Contract liabilities, current and non-current	**1,936**

The contract liabilities represent up-front payments from the Group's customers for purchase of vehicles or services in advance of transfer of the control of the products and services under the contract. Amounts that

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are expected to recognize as revenues within one-year are included as current contract liabilities with the remaining balance recognized as other non-current liabilities.

No revenue was recognized for amounts included in the contract liabilities balance as of the beginning of the year ended December 31, 2021.

As of December 31, 2021, the aggregated amounts of the transaction price allocated to the remaining performance obligation under the Group's existing contracts is US$1,936.

As of December 31, 2021, revenue expected to be recognized in the future related to remaining performance obligations that are unsatisfied were as follows:

	Amount
	US$
Year ending December 31,	
2022	6
2023	1,930

17. FAIR VALUE MEASUREMENT

Assets and liabilities measured at fair value on a recurring basis include derivative asset, exchangeable notes, convertible notes and mandatorily redeemable noncontrolling interest.

The following table sets the major financial instruments measured at fair value, by level within the fair value hierarchy as of December 31, 2021.

		Fair Value Measurement at Reporting Date Using		
	Fair Value as of December 31, 2021	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	US$	US$	US$	US$
Assets				
Derivative asset	2,256	—	2,256	—
Liabilities				
Exchangeable notes	126,420	—	—	126,420
Convertible notes	23,445	—	—	23,445
Mandatorily redeemable noncontrolling interest	6,593	—	—	6,593

Valuation Techniques

Derivative asset: Derivative asset represents a forward currency contract. The fair value is estimated by discounting the difference between the contractual forward price and the current available forward price for the residual maturity of the contract using observable market rates.

Exchangeable notes, convertible notes and mandatorily redeemable noncontrolling interest: as the Group's exchangeable notes, convertible notes and mandatorily redeemable noncontrolling interest are not traded in an active market with readily observable quoted prices, the Group uses significant unobservable inputs (Level 3) to measure the fair values of the exchangeable notes, convertible notes and mandatorily redeemable noncontrolling interest at inception and at each subsequent balance sheet date. See Note 9, Note 10 and Note 12 for information about the significant unobservable inputs used in the respective fair value measurements.

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The other financial assets and liabilities of the Group primarily consist of cash, accounts receivable, other receivables included in prepayments and other current assets, related party short-term borrowings and other payables included in accrued expenses and other current liabilities. As of December 31, 2021, the carrying amounts of other financial instruments approximated to their fair values due to short term maturity of these instruments. As of December 31, 2021, the fair value of the operating leases liabilities approximated to the carrying value of operating lease liabilities, which was due to that the underlying incremental borrowing rates approximated to the market rates for similar leases with similar maturities.

The Group's non-financial assets, such as property, equipment and software and intangible assets, except for the trademark license with indefinite useful lives, would be measured at fair value only if they were determined to be impaired.

The trademark license with indefinite useful live was initially recognized at estimated fair value of US$116,041, which is classified within Level 3 of the valuation hierarchy. The fair value of the trademark license with indefinite useful live was determined utilizing the relief from royalty method, which is a form of the income approach. Under this method, a royalty rate based on observed market royalties is applied to projected revenue supporting the trademark and discounted to present value, using forecasted revenue growth rate projections and a discount rate, respectively, that required significant judgment by management.

18. COMMITMENTS AND CONTINGENCIES

Purchase commitment

As of December 31, 2021, the Group has future minimum purchase commitment related to the purchase of research and development services. Total purchase obligations contracted but not yet reflected in the combined financial statements as of December 31, 2021 were as follows:

	Less than one year	More than one year	Total
	US$	US$	US$
Purchase commitment	36,623	83,724	120,347

Capital commitment

Total capital expenditures contracted but not yet reflected in the combined financial statements as of December 31, 2021 were as follows:

	Less than one year	More than one year	Total
	US$	US$	US$
Capital expenditure commitment[(i)]	56,201	30,731	86,932
Purchase commitment to acquire Lotus GmbH [(ii)]	15,512	—	15,512
Total	**71,713**	**30,731**	**102,444**

(i) Represents the capital commitment on the construction of the Group's corporate buildings, leasehold improvements, and tooling.

(ii) As part of the Reorganization discussed in Note 1(b), Lotus GmbH was transferred to the Group at the consideration of US$15,512, which was settled in June 2022. The acquisition was accounted for as common control transaction and completed in June 2022.

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19. RELATED PARTY TRANSACTIONS

(a) Related parties

Names of the major related parties	Nature of relationship
Geely Holding	Entity controlled by the controlling shareholder of the Company
Ningbo Geely R&D	Entity controlled by the controlling shareholder of the Company
Zhejiang Liankong Technologies Co., Ltd ("Zhejiang Liankong")	Entity controlled by the controlling shareholder of the Company
Lotus Group International Limited ("LGIL")	Entity controlled by the controlling shareholder of the Company
Group Lotus Limited	Entity controlled by the controlling shareholder of the Company
Ningbo Juhe Yinqing Enterprise Management Consulting Partnership (Limited Partnership) ("Founders Onshore Vehicle")	Entity controlled by the controlling shareholder of the Company
Geely International (Hong Kong) Limited ("Geely HK")	Entity controlled by the controlling shareholder of the Company
Beijing Lotus Cars Sales Co., Ltd	Entity controlled by the controlling shareholder of the Company
Volvo Car Corporation	Entity controlled by the controlling shareholder of the Company
Zhejiang Geely Automobile Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Hangzhou Xuanyu Human Resources Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Zhejiang Geely Business Service Co., Ltd.	Entity controlled by the controlling shareholder of the Company
JChin (Shanghai) Mechanical and Electrical Equipment Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Jizhi (Hangzhou) Cultural Creativity Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Hubei ECARX Technology Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Polestar Automotive China Distribution Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Zhejiang Xitumeng Digital Technology Co., Ltd.	Entity that the controlling shareholder of the Company has significant influence
Mando (Ningbo) Automotive Parts Co., Ltd.	Entity that the controlling shareholder of the Company has significant influence
Lynway Vision Technology (NB) Co., Ltd.	Entity that the controlling shareholder of the Company has significant influence

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During the year ended December 31, 2021, except for related party transactions disclosed in notes 1(b) of History of the Group and basis of presentation for the Reorganization, note 9 of Exchangeable Notes, and note 13 Ordinary Shares to the financial statements, the Group entered into the following significant related party transactions.

(b) Significant related party transactions

	Year ended December 31, 2021
	US$
Provision of services[(i)]	3,280

	Year ended December 31, 2021
	US$
Purchase of Geely License[((ii).a)]	288,948
Interest expense on borrowings due to related parties [(iii)]	220
Acquisition of right-of-use assets [(iv)]	1,333
Payment of lease liabilities[(iv)]	545
Purchase of products and services [((v).a)]	14,259
Purchase of R&D services [((v).b)]	47,442
Purchase of equipment and software [((v).c)]	6,255
Short-term lease cost[((v).h)]	243
Purchase of trademark license[(vi)]	116,041

(c) Significant related party balances

As of December 31, 2021, the balances of transactions with related parties are set forth below:

	As of December 31, 2021
	US$
Accounts receivable-related parties[(i)]	5,880
Prepayments and other current assets – related parties [(ii)]	434,627
Short-term borrowings – related parties[(iii)]	11,269
Operating lease liabilities – related parties, current[(iv)]	788
Accrued expenses and other current liabilities – related parties [(v)]	442,000

Note:

(i) The Group provided R&D services and other consulting services to related parties. Accounts receivable due from related parties arising from provision of services in the previous year was US$4,905 as of January 1, 2021. The Group provided related services amounting to US$3,280 for the year ended December 31, 2021. As of December 31, 2021, US$5,880 was included in accounts receivable due from related parties arising from provision of services. US$ 5,213 was subsequently received.

(ii) Prepayments and other current assets — related parties of the Group are arising from transactions related to the transactions summarized as follows.

a. On March 12, 2021, the Group entered into a license agreement with Zhejiang Liankong, a subsidiary of Geely Holding. Under the terms of the license agreement, the Group received a non-exclusive, perpetual, irrevocable and non-sublicensable license for the electric automotive chassis and autonomous driving technology platform (the “Geely License”). Under the terms of the agreement, the Group was required to pay Zhejiang Liankong RMB5,730,000 (equivalent to US$888,165). This

amount was subsequently reduced to RMB1,976,000 (equivalent to US$306,285), which consist of cost of the license of RMB1,864,151 (equivalent to US$288,948) and VAT of RMB 111,849 (equivalent to US$17,337).

The Company intends to use the Geely License in the design, construction, and testing of pre-production prototypes and models of future electric vehicles. The Geely License has no alternative future use, therefore the cost of the license has been expensed as research and development expenses in the combined statement of comprehensive loss for the year ended December 31, 2021.

The Group made a payment for the license of RMB5,730,000 (equivalent to US$888,165) to Zhejiang Liankong, and received refund of RMB1,030,000 (equivalent to US$159,653) in April 2021.

As of December 31, 2021, a receivable of RMB2,724,000 (equivalent to US$427,247) was included in prepayments and other current assets — related parties. RMB 2,524,000 (equivalent to US$395,879) was received in June 2022 and RMB200,000 (equivalent to US$31,369) was received in September 2022.

b. Geely Holding's subsidiary Ningbo Geely R&D received cumulative US$7,380 on behalf of the Group for R&D service. As of December 31, 2021, receivable of US$7,380 was included in prepayments and other current assets — related parties.

(iii) In 2019, the Company's subsidiary, Lotus Tech UK, borrowed a one-year unsecured loan from a related party with the principal amount of US$10,211. The borrowing bears an interest rate of 2% per annum. On December 31, 2021, the Group renewed the loan with a maturity date on August 31, 2022. The balance of the loan of US$11,269 includes principal amount and accrued interest. The borrowing was included in Short-term borrowings — related parties and was paid in August 2022. During the year ended December 31, 2021, the Group incurred interest expenses of US$220.

(iv) The Group entered into lease agreements with related parties to rent office spaces. During the year ended December 31, 2021, the Group recognized right-of-use assets of US$1,333 from related parties. The Group paid lease liabilities of US$545 during the year ended December 31, 2021. As of December 31, 2021, current operating lease liabilities was US$788.

(v) Accrued expenses and other current liabilities — related parties are arising from transactions related to purchase of products and services, purchase of property, equipment and software, and equity transfer transactions pursuant to Reorganization were as follows.

a. The Group purchased R&D raw materials, sports cars, technology development services and other consulting services from related parties. For the year ended December 31, 2021, these purchases amounted to US$14,259, among which, US$331 was recognized as cost of goods sold. As of December 31, 2021, purchases included R&D raw materials and sports cars of US$1,983 which are included in inventories. As of December 31, 2021, the amount due to related parties for the purchase of R&D raw materials and services was US$7,395 and was included in accrued expenses and other current liabilities — related parties.

b. Geely Holding, through its subsidiary Ningbo Geely R&D, provided the Lotus BEV Business with certain R&D support services at a cost-plus margin pricing method. The Group recorded R&D expenses of US$47,442 for the year ended December 31, 2021. As of December 31, 2021, the amounts due to related parties of US$150,381 were included in accrued expenses and other current liabilities — related parties, which included the amounts due from previous years.

c. The Group purchased R&D equipment and software of US$5,273 from related parties for technology development and purchased show cars of US$982 from a related party for exhibition use. As of December 31, 2021, the amount due to related parties for the purchase of property, equipment and software was US$7,930 and was included in accrued expenses and other current liabilities — related parties.

d. Geely Holding's subsidiary Ningbo Geely R&D paid payroll and consumable materials for R&D expenditures incurred in the Lotus BEV business unit of Ningbo Geely R&D on behalf of the Group. During the year ended December 31, 2021, Ningbo Geely R&D paid US$68,798 on behalf of the Group.

In addition, Ningbo Geely R&D charged the Group a cost-plus margin of US$7,165 for the year ended December 31, 2021, which was recorded as deemed distribution to the shareholders of the Group under the Reorganization.

As of December 31, 2021, US$238,547 was included in accrued expenses and other current liabilities — related parties, which included the amounts due from previous years.

e. Related parties paid US$7,165 on behalf of the Group in association with staff salary, social welfare and other travel expenses as of December 31, 2021, which was included in accrued expenses and other current liabilities — related parties.

f. In the process of Reorganization, the WFOE received investment amount of RMB100,000 from Geely Holding and Founders Onshore Vehicle. On December 15, 2021, Geely Holding and Founders Onshore Vehicle transferred all equity interest in WFOE to the Company's subsidiary, Lotus HK, at the consideration of RMB 100,000. As of December 31, 2021, the above payables of RMB100,000 (equivalent to US$15,695) to Geely Holding and Founders Onshore Vehicle was not settled and included in accrued expenses and other current liabilities — related parties.

g. On December 29, 2021, a related party, Geely HK, transferred 100% equity interest in Lotus Tech UK to the Group at the consideration of GBP10,900. As of December 31, 2021, the amount was not paid, the payable of GBP10,900 (equivalent to US$14,641) was included in accrued expenses and other current liabilities — related parties.

h. The Group entered into short-term lease agreements with related parties to rent office space. The short-term lease cost of

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US$243 was recognized during the year ended December 31, 2021. As of December 31, 2021, payables for short-term leases of US$246 were included in accrued expenses and other current liabilities — related parties.

(vi) In November 2021, the Group obtained the trademark license (Note 5), from Group Lotus Limited, a related party controlled by Geely Holding, by issuing the Company's 216,700,000 ordinary shares to LGIL, a related party controlled by Geely Holding.

20. SUBSEQUENT EVENTS

Management has considered subsequent events through February 27, 2023, which was the date the combined financial statements were issued.

(i) Issuance of Series Pre-A redeemable convertible preferred shares ("Series Pre-A Preferred Shares")

During February to July 2022, the Company issued 160,518,519 Series Pre-A Preferred Shares to an investor at RMB 6.22981 per share, for an aggregated consideration of RMB1,000,000 (equivalent to US$153,126), among which RMB 150,000 (equivalent to US$23,445) were settled by the Series Pre-A Note issued in November 2021 (see Note 10), the remaining RMB850,000 (equivalent to US$129,681) were settled in cash.

On March 18, 2022, an ordinary shareholder of the Company, who is also a member of management, entered into a share purchase agreement with an investor, pursuant to which the ordinary shareholder sold its 24,077,778 ordinary shares at RMB 6.22981 per share to the investor with a cash consideration of RMB150,000 (equivalent to US$23,650). On March 22, 2022, the Company's 24,077,778 ordinary shares were redesignated as Series Pre-A Preferred Shares.

(ii) Issuance of Series A redeemable convertible preferred shares ("Series A Preferred Shares")

During October to December 2022, the Company issued 123,456,332 Series A Preferred Shares at RMB 10.54576 per share, for an aggregated consideration of RMB1,301,941 (equivalent to US$191,682), among which RMB400,000 (equivalent to US$62,520) was exchanged by the Exchangeable Notes issued in November 2021 (see Note 9).

(iii) Issuance of exchangeable notes

In November 2022, the Company's subsidiary, Hangzhou Lightning Speed Technology Co., Ltd. ("Lightning Speed"), entered into an exchangeable note agreement with an investor. Pursuant to the agreement, Lightning Speed is entitled to issue exchangeable notes of RMB1,000,000 to obtain financing from the investor. Each tranche of exchangeable notes is scheduled to mature on the five-year anniversary date of issuance and bearing an interest rate of loan prime rate published by China Foreign Exchange Trade System in the same period. With the consent of the Group, the investor is entitled to convert the whole or any portion of the outstanding principal amount of the exchangeable notes into the shares of Lightning Speed based on the equity valuation at the conversion date. In December 2022, the Group issued the first tranche of RMB500,000 (equivalent to US$71,792) to the investor. The repayments of the exchangeable notes were guaranteed by the immediate shareholders of Lightning Speed.

(iv) Merger Agreement

On January 31, 2023, *L* Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC" or "LCAA") entered into the Agreement and Plan of Merger (the "Merger Agreement") with the Company, Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Lotus Tech ("Merger Sub 1"), and Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Lotus Tech ("Merger Sub 2"), pursuant to which, among other things, (i) Merger Sub 1 will merge with and into LCAA (the "First Merger"), with LCAA surviving the First Merger as a wholly-owned subsidiary of the Company (the surviving entity of the First Merger, "Surviving Entity 1"), and (ii) immediately following the consummation of the First Merger,

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Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger", and together with the First Merger, collectively, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a wholly-owned subsidiary of the Company.

(v) Distribution Agreement

On January 31, 2023, Lotus Technology Innovative Limited, a wholly-owned subsidiary of the Company, entered into a distribution agreement with Lotus Cars Limited ("Lotus Cars"), a related party of the Company, pursuant to which, Lotus Technology Innovative Limited is appointed as the global distributor for Lotus Cars for Lotus Cars' sports car vehicles, parts and certain tools. In connection with its role as global distributor, Lotus Technology Innovative Limited will provide after sale services for Lotus Cars' sportscar vehicles, parts and tools distributed.

(vi) Put Option Agreements

On January 31, 2023, the Company entered into put option agreements with each of Geely HK and Etika, pursuant to which each of Geely HK and Etika will have an option to require the Company to purchase the equity interests held by Geely HK and Etika in Lotus Advance Technologies Sdn Bhd, the immediate parent of LGIL, during the period from April 1, 2025 to June 30, 2025, at a pre-agreed price, i.e. 1.15 multiplied by the revenue of LGIL for the year ending December 31, 2024 plus the cash and cash equivalents of LGIL as of December 31, 2024, and minus the outstanding amount of indebtedness of LGIL as of December 31, 2024, at a future date and upon satisfaction of certain pre-agreed conditions, i.e. total number of vehicles sold by LGIL in 2024 exceeds 5,000. Upon exercise by the each of Geely HK and Etika of the put option, LGIL agrees to take any and all actions to distribute the Company's shares held by LGIL on the date of the put exercise note to each of Geely HK and Etika such that Geely HK and Etika each shall receive the pro rata number of the Company's shares held by LGIL concurrently with the completion of the exercise of the put option.

(vii) Share Incentive Plan

The Company' s shareholders approved and adopted a share incentive plan in September 2022, or the 2022 Share Incentive Plan, for the purpose of attracting and retaining the best available personnel, providing additional incentives to employees, directors and consultants, and promoting the success of the Group's business. Under the 2022 Share Incentive Plan, the Company is authorized to grant options. The maximum aggregate number of ordinary shares that may be issued pursuant to all awards under the 2022 Share Incentive Plan is 232,751,852. In the fourth quarter of 2022, 46,860,000 options had been granted under the 2022 Share Incentive Plan and as of December 31, 2022, 46,860,000 options were outstanding.

21. PARENT COMPANY ONLY CONDENSED FINANCIAL INFORMATION

The Company performed a test on the restricted net assets of the Company's subsidiaries, the VIE and the subsidiaries of the VIE and concluded that it was applicable for the Company to disclose its condensed financial information for the year ended December 31, 2021, as restricted net assets of the Company's subsidiaries, the VIE and the subsidiaries of the VIE had exceeded 25 percent of combined net assets for the year ended December 31, 2021. For the purposes of presenting the Company's separate financial information, the Company records its investments in its subsidiaries and VIE under the equity method of accounting. Such investments are presented on the separate condensed balance sheet of the Company as "Investments in subsidiaries and consolidated VIEs" and "Share of loss from subsidiaries and consolidated VIEs" in the condensed statement of comprehensive loss.

The following condensed parent company financial information of the Company has been prepared using the same accounting policies as set out in the accompanying combined financial statements. As of December 31, 2021, there were no material contingencies, significant provisions of long-term obligations, mandatory

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NOTES TO THE COMBINED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

dividend or redemption requirements of redeemable stocks or guarantees of the Company, except for those which have been separately disclosed in the combined financial statements.

(a) Parent Company Condensed Balance Sheet

	As of December 31, 2021
	US$
ASSETS	
Current assets	
Cash	81,749
Total current assets	**81,749**
Non-current assets	
Investments in subsidiaries and consolidated VIEs	137,017
Total non-current assets	**137,017**
Total assets	**218,766**
LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' EQUITY	
Current liabilities	
Convertible notes	23,445
Total current liabilities	**23,445**
Total liabilities	**23,445**
Shareholders' equity	
Ordinary Shares	22
Additional paid-in capital	424,414
Receivable from shareholders	(106,210)
Accumulated other comprehensive loss	(69)
Accumulated deficit	(122,836)
Total shareholders' equity	**195,321**
Total liabilities, mezzanine equity and shareholders' equity	**218,766**

(b) Parent Company Condensed Statement of Comprehensive Loss

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NOTES TO THE COMBINED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

	Year ended December 31, 2021 US$
Total operating expenses	(263)
Foreign currency exchange gains, net	2,124
Share of losses from subsidiaries and consolidated VIEs	(112,392)
Loss before income taxes	**(110,531)**
Income tax expense	—
Net loss	**(110,531)**
Other comprehensive loss:	
Fair value changes of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes due to instrument-specific credit risk, net of nil income taxes	119
Foreign currency translation adjustment, net of nil income taxes	(843)
Total comprehensive loss	**(111,255)**

(c) Parent Company Condensed Statements of Cash Flows

	Year ended December 31, 2021 US$
Net cash used in operating activities	(997)
Net cash used in investing activities	—
Net cash provided by financing activities	82,076
Effect of exchange rate changes on cash	670
Net increase in cash	**81,749**
Cash at the beginning of the year	—
Cash at the end of the year	**81,749**

LOTUS TECHNOLOGY INC.
UNAUDITED CONDENSED COMBINED AND CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2021 AND SEPTEMBER 30, 2022
(All amounts in thousands, except for share and per share data)

	Note	As of December 31, 2021 US$	As of September 30, 2022 US$
ASSETS			
Current assets			
Cash	1(h)	531,452	715,208
Restricted cash	1(c)	—	1,304
Derivative asset		2,256	—
Short-term investments – related parties	1(d),21	—	10,000
Accounts receivable – related parties, net of nil allowance for doubtful accounts	21	5,880	2,511
Inventories		1,983	1,667
Prepayments and other current assets – third parties	2	49,375	35,361
Prepayments and other current assets – related parties	21	434,627	7,096
Total current assets		**1,025,573**	**773,147**
Non-current assets			
Equity investments	3	—	1,621
Property, equipment and software, net	4	59,197	140,960
Intangible assets	5	116,121	116,271
Operating lease right-of-use assets	6	108,233	141,896
Other non-current assets	7	8,187	3,236
Total non-current assets		**291,738**	**403,984**
Total assets		**1,317,311**	**1,177,131**
LIABILITIES, MEZZANINE EQUITY AND SHAREHOLDERS' EQUITY(DEFICIT)			
Current liabilities			
Short-term borrowings – third parties	8	—	28,170
Short-term borrowings – related parties	21	11,269	—
Accounts payable – third parties		—	6
Accounts payable – related parties	21	—	171
Contract liabilities – third parties	16	6	2,890
Operating lease liabilities – third parties (including operating lease liabilities – third parties of VIEs without recourse to the Company of US$242 and US$288 as of December 31, 2021 and September 30, 2022, respectively)	6	9,500	12,996
Operating lease liabilities – related parties	6,21	788	723
Accrued expenses and other current liabilities – third parties (including accrued expenses and other current liabilities – third parties of VIEs without recourse to the Company of US$11,304 and US$6,555 as of December 31, 2021 and September 30, 2022, respectively)	9	111,713	169,177
Accrued expenses and other current liabilities – related parties (including accrued expenses and other current liabilities – related parties of VIEs without recourse to the Company of nil and US$144 as of December 31, 2021 and September 30, 2022, respectively)	21	442,000	61,319
Exchangeable notes	10	126,420	404,625
Convertible notes	11	23,445	—

The accompanying notes are an integral part of these unaudited condensed combined and consolidated financial statements.

LOTUS TECHNOLOGY INC.
UNAUDITED CONDENSED COMBINED AND CONSOLIDATED BALANCE SHEETS (Continued)
AS OF DECEMBER 31, 2021 AND SEPTEMBER 30, 2022
(All amounts in thousands, except for share and per share data)

	Note	As of December 31, 2021 US$	As of September 30, 2022 US$
Mandatorily redeemable noncontrolling interest (including mandatorily redeemable noncontrolling interest of VIEs without recourse to the Company of US$6,593 and US$9,742 as of December 31, 2021 and September 30, 2022, respectively)	14	6,593	9,742
Total current liabilities		**731,734**	**689,819**
Non-current liabilities			
Contract liabilities – third parties	16	1,930	58
Operating lease liabilities – third parties (including operating lease liabilities – third parties of VIEs without recourse to the Company of US$773 and US$917 as of December 31, 2021 and September 30, 2022, respectively)	6	47,638	85,215
Operating lease liabilities – related parties	6,21	—	185
Convertible notes	11	—	72,302
Deferred tax liabilities		141	117
Deferred income	12	340,296	253,528
Other non-current liabilities		251	7
Total non-current liabilities		**390,256**	**411,412**
Total liabilities		**1,121,990**	**1,101,231**
Commitments and contingencies (Note 20)			
Mezzanine equity			
Series Pre-A Redeemable Convertible Preferred Shares (US$0.00001 par value per share, 184,596,297 shares authorized, issued and outstanding as of September 30, 2022; Redemption value of US$167,841 as of September 30, 2022; Liquidation preference of US$167,841 as of September 30, 2022)	13	—	176,776
Total mezzanine equity		**—**	**176,776**
SHAREHOLDERS' EQUITY (DEFICIT)			
Ordinary shares (US$0.00001 par value per share, 5,000,000,000 and 4,815,403,703 shares authorized as of December 31, 2021 and September 30, 2022, respectively; 2,167,000,000 and 2,142,922,222 shares issued and outstanding as of December 31, 2021 and September 30, 2022, respectively)	15	22	21
Additional paid-in capital		424,414	404,160
Receivable from shareholders		(106,210)	(33,575)
Accumulated other comprehensive income (loss)		(69)	17,848
Accumulated deficit		(122,836)	(489,340)
Total shareholders' equity (deficit) attributable to ordinary shareholders		**195,321**	**(100,886)**
Noncontrolling interests		—	10
Total shareholders' equity (deficit)		**195,321**	**(100,876)**
Total liabilities, mezzanine equity and shareholders' equity (deficit)		**1,317,311**	**1,177,131**

The accompanying notes are an integral part of these unaudited condensed combined and consolidated financial statements.

LOTUS TECHNOLOGY INC.

UNAUDITED CONDENSED COMBINED AND CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021 AND 2022
(All amounts in thousands, except for share and per share data)

	Note	Nine Months Ended September 30, 2021	2022
		US$	US$
Revenues:			
Sales of goods	16	—	702
Service revenues (including related parties amounts of US$2,323 and US$2,928 for nine months ended September 30, 2021 and 2022, respectively)		2,325	2,955
Total revenues		**2,325**	**3,657**
Cost of revenues:			
Cost of goods sold (including related parties amounts of nil and US$45 for nine months ended September 30, 2021 and 2022, respectively)		—	(588)
Cost of services		(1,993)	(1,906)
Total cost of revenues		**(1,993)**	**(2,494)**
Gross profit		**332**	**1,163**
Operating expenses:			
Research and development expenses (including related parties amounts of US$321,280 and US$55,388 for nine months ended September 30, 2021 and 2022, respectively)		(410,707)	(215,538)
Selling and marketing expenses (including related parties amounts of US$152 and US$3,839 for nine months ended September 30, 2021 and 2022, respectively)		(16,040)	(68,705)
General and administrative expenses (including related parties amounts of US$1,088 and US$2,249 for nine months ended September 30, 2021 and 2022, respectively)		(29,267)	(104,098)
Government grants	12	410,388	55,985
Total operating expenses		**(45,626)**	**(332,356)**
Operating loss		**(45,294)**	**(331,193)**
Interest expenses		(170)	(8,394)
Interest income		4,435	9,187
Investment loss, net		—	(2,069)
Share of results of equity method investments		—	(1,323)
Foreign currency exchange gains (losses), net		567	(15,639)
Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk		—	(17,059)
Loss before income taxes		**(40,462)**	**(366,490)**
Income tax expense	17	(2,311)	(155)
Net loss		**(42,773)**	**(366,645)**
Less: Net loss attributable to noncontrolling interests		—	(141)
Net loss attributable to ordinary shareholders		**(42,773)**	**(366,504)**
Accretion of Redeemable Convertible Preferred Shares		—	—
Net loss available to ordinary shareholders		**(42,773)**	**(366,504)**

The accompanying notes are an integral part of these unaudited condensed combined and consolidated financial statements.

LOTUS TECHNOLOGY INC.

UNAUDITED CONDENSED COMBINED AND CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS (Continued)
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021 AND 2022
(All amounts in thousands, except for share and per share data)

	Note	Nine Months Ended September 30, 2021	2022
		US$	US$
Loss per ordinary share			
– Basic and diluted	18	(0.03)	(0.17)
Weighted average number of ordinary shares outstanding used in computing net loss per ordinary share			
– Basic and diluted		1,314,487,912	2,150,066,178
Net loss		**(42,773)**	**(366,645)**
Other comprehensive income (loss):			
Fair value changes of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes due to instrument-specific credit risk, net of nil income taxes		—	834
Foreign currency translation adjustment, net of nil income taxes		(1,407)	17,085
Total other comprehensive income (loss)		**(1,407)**	**17,919**
Total comprehensive loss		**(44,180)**	**(348,726)**
Less: Total comprehensive loss attributable to noncontrolling interests		—	(139)
Total comprehensive loss attributable to ordinary shareholders		**(44,180)**	**(348,587)**

The accompanying notes are an integral part of these unaudited condensed combined and consolidated financial statements.

LOTUS TECHNOLOGY INC.

UNAUDITED CONDENSED COMBINED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY
FOR THE NINE MONTH ENDED SEPTEMBER 30, 2021
(All amounts in thousands, except for share and per share data)

	Note	Ordinary shares		Additional paid-in capital	Receivable from shareholders	Accumulated other comprehensive income (loss)	Retained earnings (Accumulated deficit)	Total shareholders' equity
		Number of shares	US$	US$	US$	US$	US$	US$
Balance as of January 1, 2021		**—**	**—**	**25,877**	**—**	**655**	**(10,425)**	**16,107**
Net loss		—	—	—	—	—	(42,773)	(42,773)
Foreign currency translation adjustment, net of nil income taxes		—	—	—	—	(1,407)	—	(1,407)
Total comprehensive loss		**—**	**—**	**—**	**—**	**(1,407)**	**(42,773)**	**(44,180)**
Issuance of ordinary shares		866,800,000	9	234,365	(95,161)	—	—	139,213
Dividends paid to a shareholder		—	—	—	—	—	(1,880)	(1,880)
Capital contribution from shareholders	21(c)(iii)(f)	—	—	15,695	—	—	—	15,695
Deemed distribution arising from reorganization under common control		—	—	(24,523)	—	—	—	(24,523)
Balance as of September 30, 2021		**866,800,000**	**9**	**251,414**	**(95,161)**	**(752)**	**(55,078)**	**100,432**

The accompanying notes are an integral part of these unaudited condensed combined and consolidated financial statements.

LOTUS TECHNOLOGY INC.

UNAUDITED CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT)
FOR THE NINE MONTH ENDED SEPTEMBER 30, 2022
(All amounts in thousands, except for share and per share data)

	Note	Ordinary shares		Additional paid-in capital	Receivable from shareholders	Accumulated other comprehensive income	Accumulated deficit	Total shareholders' equity (deficit) attributable to ordinary shareholders	Noncontrolling interests	Total shareholders' equity (deficit)
		Number of shares	US$	US$	US$	US$	US$	US$	US$	US$
Balance as of January 1, 2022		**2,167,000,000**	**22**	**424,414**	**(106,210)**	**(69)**	**(122,836)**	**195,321**	**—**	**195,321**
Net loss		—	—	—	—	—	(366,504)	(366,504)	(141)	(366,645)
Fair value changes of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes due to instrument-specific credit risk, net of nil income taxes		—	—	—	—	834	—	834	—	834
Foreign currency translation adjustment, net of nil income taxes		—	—	—	—	17,083	—	17,083	2	17,085
Total comprehensive loss		**—**	**—**	**—**	**—**	**17,917**	**(366,504)**	**(348,587)**	**(139)**	**(348,726)**
Settlement of receivable from shareholders		—	—	—	72,635	—	—	72,635	—	72,635
Re-designation of ordinary shares to Series Pre-A Preferred Shares	13	(24,077,778)	(1)	(13,024)	—	—	—	(13,025)	—	(13,025)
Shareholder contribution related to the issuance of exchangeable notes	10	—	—	8,282	—	—	—	8,282	—	8,282
Deemed distribution arising from reorganization under common control		—	—	(15,512)	—	—	—	(15,512)	—	(15,512)
Contribution from a non-controlling shareholder		—	—	—	—	—	—	—	149	149
Balance as of September 30, 2022		**2,142,922,222**	**21**	**404,160**	**(33,575)**	**17,848**	**(489,340)**	**(100,886)**	**10**	**(100,876)**

The accompanying notes are an integral part of these unaudited condensed combined and consolidated financial statements.

LOTUS TECHNOLOGY INC.

UNAUDITED CONDENSED COMBINED AND CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021 AND 2022
(All amounts in thousands, except for share and per share data)

	Note	Nine Months Ended September 30, 2021	2022
		US$	US$
Operating activities:			
Net cash used in operating activities		**(8,986)**	**(228,104)**
Investing activities:			
Payments for purchases of property, equipment and software and intangible assets		(8,979)	(82,730)
Proceeds from disposal of property, equipment and software		11	953
Payments for purchases of short-term investments		—	(191,030)
Proceeds from sales of short-term investments		—	178,455
Payment upon settlement of derivative instruments		—	(641)
Receipt of government grant related to assets		232,130	—
Payments for investments in equity investees		—	(3,114)
Net cash provided by (used in) investing activities		**223,162**	**(98,107)**
Financing activities:			
Proceeds from issuance of ordinary shares		139,288	68,368
Proceeds from issuance of Series Pre-A Preferred Shares		—	129,681
Proceeds from issuance of convertible notes	11	—	75,037
Proceeds from issuance of exchangeable notes	10	—	307,172
Refundable deposits in connection with the issuance of Series A Preferred Shares	9	—	28,945
Capital contribution from shareholders	21(c)(iii)(f)	15,695	—
Dividends paid to a shareholder		(1,880)	—
Consideration payment in connection with reorganization		(1,663)	(50,794)
Capital contribution by noncontrolling interests		—	149
Repayment of loans from a related party		—	(9,844)
Proceeds from bank loans		—	28,170
Net cash provided by financing activities		**151,440**	**576,884**
Effect of exchange rate changes on cash and restricted cash		(1,281)	(65,613)
Net increase in cash and restricted cash		**364,335**	**185,060**
Cash and restricted cash at beginning of the period		45,685	531,452
Cash and restricted cash at end of the period		**410,020**	**716,512**
Reconciliation of cash and restricted cash:			
Cash		410,020	715,208
Restricted cash		—	1,304
Total cash and restricted cash		**410,020**	**716,512**
Supplemental information			
Interest paid		—	471
Income taxes paid		62	1,510
Income taxes refund		—	(33)
Non-cash investing and financing activities:			
Purchase of property, equipment and software and intangible assets included in accrued expenses and other current liabilities		1,244	18,345
Issuance of Series Pre-A Preferred Shares through conversion of a convertible note		—	23,445
Re-designation of ordinary shares into of Series Pre-A Preferred Shares		—	23,650
Payable arising from reorganization under common control		22,860	—

The accompanying notes are an integral part of these unaudited condensed combined and consolidated financial statements.

LOTUS TECHNOLOGY INC.

NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Presentation

The accompanying unaudited condensed combined and consolidated financial statements of Lotus Technology Inc. ("the Company"), its consolidated subsidiaries, variable interest entity ("VIE") and VIE's subsidiaries (the "VIEs", collectively referred to "the Group") have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. GAAP have been condensed or omitted as permitted by rules and regulations of the United States Securities and Exchange Commission. The combined balance sheet as of December 31, 2021 was derived from the audited combined financial statements of the Group. The accompanying unaudited condensed combined and consolidated financial statements should be read in conjunction with the combined balance sheet of the Group as of December 31, 2021, and the related combined statements of comprehensive loss, changes in shareholders' deficit and cash flows for the year then ended.

In the opinion of the management, all adjustments (which include normal recurring adjustments) necessary to present a fair statement of the financial position as of September 30, 2022, the results of operations and cash flows for the nine months ended September 30, 2021 and 2022, have been made.

These unaudited condensed combined and consolidated financial statements have been prepared in accordance with U.S. GAAP assuming the Company will continue as a going concern. The going concern assumption contemplates the realization of assets and satisfaction of liabilities in the normal course of business. However, substantial doubt about the Company's ability to continue as a going concern exists.

The Group experienced net losses of US$366,645 and net cash used in operating activities was US$228,104 for the nine months ended September 30, 2022. As of September 30, 2022, the Group's accumulated deficit was US$489,340. As of the date of issuance of the unaudited condensed combined and consolidated financial statements, exchangeable notes of RMB1,600,000 (equivalent to US$236,672) issued in November 2021 and January 2022 were overdue.

Historically, the Group had relied principally on proceeds from the issuance of exchangeable notes, convertible notes and related party borrowings to finance its operations and business expansion. The Company will require additional liquidity to continue its operations over the next 12 months.

The Company is evaluating strategies to obtain the required additional funding for future operations. These strategies may include, but are not limited to:

a) external financing in conjunction with the merger with *L* Catterton Asia Acquisition Corp, obtaining additional loans from banks or related parties, and issuance of redeemable convertible preferred shares, convertible notes or exchangeable notes to new and existing investors and renewal of existing convertible notes and exchangeable notes when they are due, though there is no assurance that the Company will be successful in obtaining such additional liquidity on terms acceptable to the Company, if at all; or failing that,

b) a business plan to increase revenue and control operating costs and expenses to generate positive operating cash flows and optimize operational efficiency to improve the Company's cash flow from operation. The feasibility of such plan is contingent upon many factors out of the control of the Company, including the severity of the impact of the COVID-19 pandemic on the Chinese economy and the Company's business operations, which is highly uncertain and difficult to predict.

The unaudited condensed combined and consolidated financial statements do not include any adjustments to the carrying amounts and classification of assets, liabilities, and reported expenses that may be necessary if the Company were unable to continue as a going concern.

LOTUS TECHNOLOGY INC.

NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

The preparation of unaudited condensed combined and consolidated financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, related disclosures of contingent assets and liabilities at the date of the unaudited condensed combined and consolidated financial statements and the reported revenues and expenses during the reported periods in the unaudited condensed combined and consolidated financial statements and accompanying notes. Significant accounting estimates include, but not limited to, useful lives and recoverability of property, equipment and software, assessment for impairment of intangible assets with indefinite useful lives, realization of deferred tax assets, determination of incremental borrowing rates for leases and fair value determination of i) share-based compensation awards, ii) mandatorily redeemable noncontrolling interest, iii) exchangeable notes; and iv) convertible notes. Actual results could differ from those estimates, and as such, differences may be material to the unaudited condensed combined and consolidated financial statements.

On March 15, 2022, the Company declared a 10-for-1 stock split in the form of a stock dividend and such stock dividend is distributed to all the shareholders of the Company in proportion to their respective shareholdings in the Company. Before the stock dividend, the Company has 216,700,000 ordinary shares and 2,407,778 Series Pre-A Preferred Shares (note 13) issued and outstanding with a par value of US$0.00001 per share. After the stock dividend, the Company has 2,167,000,000 ordinary shares and 24,077,780 Series Pre-A Preferred Shares issued and outstanding. The change in total par value of ordinary shares was recorded with an offsetting adjustment to additional paid-in capital. The Company retrospectively adjusted total par value, all shares and per share amounts presented in the unaudited condensed combined and consolidated financial statements to reflect the stock dividend.

(b) Summary financial information of the Group's VIEs in the unaudited condensed combined and consolidated financial statements

The following unaudited condensed combined and consolidated assets and liabilities information of the Group's VIE as of December 31, 2021 and September 30, 2022, and unaudited condensed combined and consolidated revenues, net loss and cash flow information for the nine months ended September 30, 2021 and 2022, have been included in the accompanying unaudited condensed combined and consolidated financial statements. All intercompany transactions and balances with the Company, its subsidiaries, the VIE and VIE's subsidiaries have been eliminated upon consolidation:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Cash	49,094	96,773
Amounts due from inter-companies [(i)]	—	5
Prepayments and other current assets – third parties	389	1,212
Total current assets	**49,483**	**97,990**
Equity investments	—	714
Property, equipment and software, net	—	4,630
Operating lease right-of-use assets	11,995	10,942
Other non-current assets	81	203
Total assets	**61,559**	**114,479**
Amounts due to inter-companies [(i)]	12,158	9,775
Operating lease liabilities – third parties	242	288
Accrued expenses and other current liabilities – third parties	11,304	6,555

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NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Accrued expenses and other current liabilities – related parties	—	144
Mandatorily redeemable noncontrolling interest	6,593	9,742
Total current liabilities	**30,297**	**26,504**
Operating lease liabilities – third parties	773	917
Convertible notes	—	72,302
Total liabilities	**31,070**	**99,723**

(i) As of December 31, 2021 and September 30, 2022, amounts due from and due to inter-companies represent the receivables and payables that the VIEs had with the Company's subsidiaries, which were eliminated in the Company's unaudited condensed combined and consolidated financial statements.

(ii) As of September 30, 2022, convertible notes of US$72,302 were guaranteed by the Company.

	Nine Months Ended September 30,	
	2021	2022
	US$	US$
Revenues	—	—
Net loss	67	(15,189)
Net cash used in operating activities [(iii)]	(2,227)	(2,124)
Net cash used in investing activities	—	(4,821)
Net cash provided by financing activities [(iv)]	49,649	66,084
Effect of exchange rate changes on cash and restricted cash	34	(11,460)
Net increase in cash and restricted cash	47,456	47,679
Cash and restricted cash at beginning of the period	—	49,094
Cash and restricted cash at the end of the period	47,456	96,773

(iii) Net cash used in operating activities respectively includes amounts of nil and US$34 collected from the Company's subsidiaries for the nine months ended September 30, 2021 and 2022, respectively, which were eliminated upon consolidation.

(iv) Net cash provided by financing activities includes amounts of nil and US$10,611 paid to the Company's subsidiaries for the nine months ended September 30, 2021 and 2022, respectively, which were eliminated upon consolidation.

In accordance with the VIE Arrangements, the Company has the power to direct the activities of the VIEs. Therefore, the Company considers that there are no assets in the VIEs that can be used only to settle obligations of the VIEs, except for paid-in-capital of US$155 as of September 30, 2022. Except for the convertible notes of US$72,302 which were guaranteed by the Company as mentioned above, the creditors of VIEs do not have recourse to the general credit of the Company and its subsidiaries. During the periods presented, the Company and its subsidiaries provided financial support to VIEs that they were not previously contractually required to provide in the form of advances. To the extent VIEs require financial support, the Company may, at its option and to the extent permitted under local laws, provide such support to VIEs through loans to VIEs' nominee shareholders or entrustment loans to VIEs.

(c) Restricted Cash

Cash that is restricted for withdrawal or use is reported separately on the face of the consolidated balance sheets. The Group's restricted cash represents deposits made to banks to secure bank acceptance notes.

LOTUS TECHNOLOGY INC.

NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS
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(d) Short-term investments

The Group's short-term investments represent investments in a convertible note and wealth management products.

The Group has elected the fair value option method of accounting for investment in convertible notes, including the component related to accrued interest. The Group believes the fair value option best reflects the economics of the underlying transaction. The Group records convertible notes at fair value on the condensed combined and consolidated balance sheets. Changes in fair value of convertible notes are recorded on the condensed combined and consolidated statements of comprehensive loss. There was no change in the fair value of this investment from the issuance date to September 30, 2022.

The Group's investments in wealth management products are redeemable at the option of the Group on any working day. The Group elects the fair value option at the date of initial recognition and carries these investments at fair value, since the Group believes the fair value option best reflects the economics of the underlying transactions. Changes in the fair value of these investments are reflected on the condensed combined and consolidated statements of comprehensive loss as "Investment loss, net". The Group classifies the valuation techniques that use these inputs as Level 2 of fair value measurements.

(e) Equity investments

The Group applies the equity method to account for equity interests in investees over which the Group has significant influence but does not own a majority equity interest or otherwise. Under the equity method, the Group initially records its investments at cost and the difference between the cost of the equity investee and the fair value of the underlying equity in the net assets of the equity investee is recognized as equity method goodwill, which is included in the equity method investment on our consolidated balance sheet. The Group subsequently adjusts the carrying amount of the investments to recognize our proportionate share of each equity investee's net income or loss into earnings after the date of investment. An impairment loss on the equity method investments is recognized in earnings when the decline in value is determined to be other-than-temporary. There was no equity method goodwill recognized.

(f) Loss per Share

Basic loss per ordinary share is computed by dividing net loss attributable to the Company's ordinary shareholders, taking into consideration the accretions to redemption value of redeemable convertible preferred shares, by the weighted average number of ordinary shares outstanding during the year using the two-class method. Under the two-class method, any net income is allocated between ordinary shares and other participating securities based on participating rights in undistributed earnings. The Company's redeemable convertible preferred shares are participating securities since the holders of these securities participate in dividends on the same basis as ordinary shareholders. These participating securities are not included in the computation of basic loss per ordinary share in periods when the Company reports net loss, because these participating security holders have no obligation to share in the losses of the Company.

Diluted loss per share is calculated by dividing net loss attributable to the Company's ordinary shareholders as adjusted for the effect of dilutive ordinary share equivalents, if any, by the weighted average number of ordinary and dilutive ordinary share equivalents outstanding during the year. Ordinary share equivalents include the ordinary shares issuable upon the conversion of redeemable convertible preferred shares, mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes (using the as-if-converted method). Potential dilutive securities are not included in the calculation of diluted loss per share if the impact is anti-dilutive.

(g) Concentration and Risk

Concentration of customers and suppliers

The Group's accounts receivables are mainly due from Zhejiang Geely Holding Group ("Geely Holding") and its subsidiaries (collectively as "Geely Group"), representing 100% of the Group's accounts

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(All amounts in thousands, except for share and per share data)

receivable — related parties as of September 30, 2022. During nine months ended September 30, 2021 and 2022, Geely Group contributed US$2,323 and US$2,928 of the Group's total revenues, respectively.

No third-party customer contributed more than 10.0% of the Group's total revenues for nine months ended September 30, 2021 and 2022.

Accounts receivable balances with greater than 10.0% the Group's accounts receivable balances as of December 31, 2021 were as follows.

	As of December 31, 2021	As of September 30, 2022
	proportion of total accounts receivable balance	
Customer A, related party	41.96%	—
Customer B, related party	27.57%	22.39%
Customer C, related party	19.12%	26.58%
Customer D, related party	11.35%	24.51%
Customer E, related party	—	26.52%

The above customers are ultimately controlled by Geely Holding.

Suppliers contributed more than 10.0% of total costs and expenses for nine months ended September 30, 2021 and 2022 are as below.

	Nine Months Ended September 30,	
	2021	2022
	proportion of total costs and expenses	
Supplier A, related party	47.58%	—
Supplier B, related party	Below 10%	11.20%

The above suppliers are ultimately controlled by Geely Holding.

Payable balances with greater than 10.0% the Group's amounts due to suppliers as of December 31, 2021 and September 30, 2022 were as follows:

	As of December 31, 2021	As of September 30, 2022
	proportion of total payable balance	
Supplier B, related party	76.45%	22.77%

The above supplier is ultimately controlled by Geely Holding.

Concentration of credit risk

Financial instruments that potentially expose the Group to concentrations of credit risk consist principally of cash, restricted cash, accounts receivable and other receivables included in prepayments and other current assets — related parties.

Substantial all of the Group's cash at bank is held by third-party financial institutions located in the mainland China. The bank deposits with financial institutions in the mainland China are insured by the government authority for up to RMB500. The Group has not experienced any losses in uninsured bank deposits and does not believe that it is exposed to any significant risks on cash held in bank accounts. To limit exposure to credit

(All amounts in thousands, except for share and per share data)

risk, the Company primarily places bank deposits with large financial institutions in the mainland China with acceptable credit rating.

Accounts receivable are unsecured and are primarily derived from revenue earned from automotive design and development services. Accounts receivable and other receivables included in prepayments and other current assets are unsecured. The risk is mitigated by credit evaluations performed on them.

(h) Cash

Cash consists of cash on hand and cash at bank. The Group does not have any cash equivalents as of December 31, 2021 and September 30, 2022.

Cash on hand and cash at bank deposited in financial institutions at various locations are as follows:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Cash balances include deposits in:		
Financial institutions in the mainland of the PRC		
– Denominated in Chinese Renminbi (“RMB”)	388,851	621,552
– Denominated in United States Dollars (“US$”)	123,831	63,136
– Denominated in Great Britain Pound (“GBP”)	—	11,531
– Denominated in Euro Dollar (“EUR”)	—	321
Total cash balances held at the PRC financial institutions	**512,682**	**696,540**
Financial institutions in United Kingdom (“UK”)		
– Denominated in GBP	13,514	3,971
– Denominated in EUR	—	1,306
Total cash balances held at UK financial institutions	**13,514**	**5,277**
Financial institutions in Netherlands		
– Denominated in GBP	—	14
– Denominated in EUR	—	6,919
Total cash balances held at Netherlands financial institutions	**—**	**6,933**
Financial institutions in Germany		
– Denominated in EUR	5,254	6,458
Total cash balances held at Germany financial institutions	**5,254**	**6,458**
Cash on hand	**2**	**—**
Total cash balances	**531,452**	**715,208**

LOTUS TECHNOLOGY INC.

NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

2. PREPAYMENTS AND OTHER CURRENT ASSETS — THIRD PARTIES

Prepayments and other current assets — third parties consisted of the following:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Deductible VAT	44,917	27,666
Prepayments to third-party suppliers	1,854	3,514
Deposits	969	2,126
Others	1,635	2,055
Total	**49,375**	**35,361**

3. EQUITY INVESTMENTS

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Equity method investments	—	1,621
Less: Impairment of equity investments	—	—
Total equity method investments, net	**—**	**1,621**

As of September 30, 2022, the Group had a number of equity method investments, which were individually and in aggregate immaterial to the Group's financial condition or results of operations.

The Group made several equity method investments in 2022, which included:

(1) In January 2022, the Group invested RMB12,250 (equivalent to US$1,920) in Wuxi Stardrive Technology Co., Ltd. ("Wuxi Stardrive") and held 20% of Wuxi Stardrive's equity interests. The Group, is entitled to appoint one out of four directors Wuxi Stardrive's board of directors and can exercise significant influence over Wuxi Stardrive. Therefore, the investment in Wuxi Stardrive is accounted for using the equity method of accounting. The Group recognized its share of loss of the equity investment of US$1,087 for nine months ended September 30, 2022.

(2) In June 2022, the Group invested RMB4,000 (equivalent to US$597) in Chengdu Jinluda Automobile Sales Service Co., Ltd. ("Chengdu Jinluda") and held 40% of Chengdu Jinluda's equity interests. The Group is entitled to appoint one out of three directors Chengdu Jinluda's board of directors and can exercise significant influence over Chengdu Jinluda. Therefore, the investment in Chengdu Jinluda is accounted for using the equity method of accounting. The Group recognized its share of loss of the equity investment of US$145 for nine months ended September 30, 2022.

(3) In July 2022, the Group invested RMB4,000 (equivalent to US$597) in Hangzhou Luhongyuan Automobile Sales Service Co., Ltd. ("Hangzhou Luhongyuan") and held 40% of Hangzhou Luhongyuan's equity interests. The Group is entitled to appoint one out of three directors Hangzhou Luhongyuan's board of directors and can exercise significant influence over Hangzhou Luhongyuan. Therefore, the investment in Hangzhou Luhongyuan is accounted for using the equity method of accounting. The Group recognized its share of loss of the equity investment of US$91 for nine months ended September 30, 2022.

LOTUS TECHNOLOGY INC.

NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

4. PROPERTY, EQUIPMENT AND SOFTWARE, NET

Property, equipment and software, net, consisted of the following:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Machinery and R&D equipment	8,176	12,526
Motor vehicles	3,860	9,829
Office and electronic equipment	3,825	8,642
Purchased software	5,773	37,702
Leasehold improvements	2,737	3,066
Property, equipment and software	**24,371**	**71,765**
Less: Accumulated depreciation	(2,982)	(7,651)
Construction in progress[(i)]	37,808	76,846
Property, equipment and software, net	**59,197**	**140,960**

(i) Represents the capitalized expenditures on the construction of corporate buildings, leasehold improvements, tooling and R&D equipment under construction.

Depreciation expenses on property, equipment and software were allocated to the following expense items:

	Nine Months Ended September 30,	
	2021	2022
	US$	US$
Cost of revenues	16	18
Research and development expenses	889	1,892
Selling and marketing expenses	16	1,187
General and administrative expenses	46	2,395
Total depreciation expenses	**967**	**5,492**

Property, equipment and software with a net book value of US$10,071 and US$27,069 shall be pledged as security for exchangeable notes subject to further notice by the Exchangeable Notes Holder as mentioned in Note 10 as of December 31, 2021 and September 30, 2022, respectively.

5. INTANGIBLE ASSETS

Intangible assets consisted of the following:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Trademark license with indefinite useful lives	116,041	116,041
License plate with indefinite useful lives	80	230
Intangible assets	**116,121**	**116,271**

6. LEASES

The Group has entered into various non-cancellable operating agreements for certain offices, warehouses, retail and service locations, and vehicles worldwide. The Group determines if an arrangement is a lease, or

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NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS
(All amounts in thousands, except for share and per share data)

contains a lease, at inception and record the leases in the financial statements upon lease commencement, which is the date when the underlying asset is made available for use by the lessor.

The components of lease cost were as follows:

	Nine months ended September	
	2021	2022
	US$	US$
Operating lease cost	3,665	15,268
Short-term lease cost	343	1,343
Variable lease cost	210	32
Total	**4,218**	**16,643**

Certain leases have annual rent escalations based on subsequent year-to-year changes in the consumer price index ("CPI"). While operating lease liabilities are not remeasured as a result of changes to the CPI, the year-to-year changes to the CPI are treated as variable lease payments and recognized in the period in which they are incurred.

The above lease costs are recognized as cost of sales, selling and marketing expenses, general and administrative expenses and research and development expenses.

Supplemental cash flows information related to leases was as follows:

	Nine Months Ended September 30,	
	2021	2022
	US$	US$
Operating cash outflows from operating leases	13,394*	10,254
Lease liabilities arising from obtaining right-of-use assets	28,281	69,081

* This amount includes prepayments for land use rights of US$9,464, with lease terms of 40 years.

Supplemental balance sheet information related to leases was as follows:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Operating Leases		
Operating lease right-of-use assets*	108,233	141,896
Total operating lease assets	108,233	141,896
Operating lease liabilities, current		
– Operating lease liabilities – third parties	9,500	12,996
– Operating lease liabilities – related parties	788	723
Operating lease liabilities, non – current		
– Operating lease liabilities – third parties	47,638	85,215
– Operating lease liabilities – related parties	—	185
Total operating lease liabilities	**57,926**	**99,119**

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* Operating lease right-of-use assets included land use rights with carrying amount of US$49,275 and US$43,414, of which, US$38,196 and US$33,653 shall be pledged as security for exchangeable notes as mentioned in Note 10 as of December 31, 2021 and September 30, 2022, respectively.

	As of December 31, 2021	As of September 30, 2022
Weighted-average remaining lease term		
Operating leases	7.36 years	7.94 years
Weighted-average discount rate		
Operating leases	5.74%	6.93%

7. OTHER NON-CURRENT ASSETS

Other non-current assets consisted of the following:

	As of December 31, 2021	As of September 30 2022
		US$
Deposits for long-term operating leases	1,772	3,164
Prepayments for purchases of equipment	62	72
Deductible VAT	6,353	—
Total	**8,187**	**3,236**

8. SHORT-TERM BORROWINGS — THIRD PARTIES

Short-term borrowings — third parties consisted of the following:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Unsecured borrowings from a bank [(i)]	—	28,170
Total	**—**	**28,170**

(i) The unsecured borrowings from a bank as of September 30, 2022, represent a one-year loan with the principal amount of RMB200,000 (equivalent to US$28,170) from a bank in the PRC, bearing an interest rate of one-year loan prime rate ("LPR") published by China Foreign Exchange Trade System plus 0.25% per annum, i.e., LPR*(1+0.25%).

9. ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES — THIRD PARTIES

Accrued expenses and other current liabilities — third parties consisted of the following:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Accrued salaries and benefits	32,005	38,138
Payables for R&D expenses	24,251	18,658
Payables for marketing events	17,631	28,914
Payables for purchase of property, equipment and software	17,164	17,941

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NOTES TO THE UNAUDITED CONDENSED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS
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	As of December 31, 2021	As of September 30, 2022
	US$	US$
Refundable deposits from customers	137	4,335
Refundable deposit for Series A Preferred Shares[(i)]	—	28,170
Deposits from third parties	3,568	8,073
VAT and other taxes payables	3,247	2,597
Payables for service fee	5,820	7,524
Bank acceptance notes	—	6,522
Others	7,890	8,305
Total	**111,713**	**169,177**

(i) In connection with the Series A financing as mentioned in note 22, the Group received a refundable deposit of RMB200,000 (equivalent to US$28,170) for subscription of 18,964,966 Series A redeemable convertible preferred shares.

10. EXCHANGEABLE NOTES

	Exchangeable Notes
	US$
Balance as of December 31, 2021	126,420
Issuance of exchangeable notes	307,172
Changes in fair values of exchangeable notes, excluding impact of instrument-specific credit risk	10,855
Changes in fair values of exchangeable notes due to the instrument-specific credit risk	(754)
Foreign currency translation adjustment	(39,068)
Balance as of September 30, 2022	**404,625**

In September 2021, the Company's subsidiary, Wuhan Lotus Technology Limited Company ("WFOE"), entered into an exchangeable note agreement with an investor. Pursuant to the agreement, WFOE is entitled to issue, from time to time, exchangeable notes (the "Exchangeable Notes") to obtain financing from the investor (the "Exchangeable Notes Holder") up to RMB3,000,000 with coupon rate of 3% per annum. Each tranche of Exchangeable Notes is scheduled to mature on the one-year anniversary date of issuance. The repayments of the Exchangeable Notes were guaranteed by Ningbo Juhe Yinqing Enterprise Management Consulting Partnership (Limited Partnership) ("Founders Onshore Vehicle").

In addition to the first tranche of RMB800,000 issued on November 5, 2021, the Group issued RMB600,000 (equivalent to US$94,130), RMB600,000 (equivalent to US$94,457) and RMB800,000 (equivalent to US$118,585) on January 7, 2022, January 18, 2022 and August 2, 2022 to the Exchangeable Notes Holder, respectively. As of the date of the report, exchangeable notes of RMB400,000 issued in November 2021 and RMB1,200,000 issued in January 2022 were overdue. The remaining RMB400,000 issued in November 2021 was exchanged for Series A redeemable convertible preferred shares in December 2022, as mentioned in note 22(i).

At the time when there is a subsequent round of equity financing, upon the notification in writing by the Group, the Exchangeable Notes Holder is entitled to convert the whole or any portion of the outstanding principal amount of the Exchangeable Notes into the shares of the subsequent round of equity financing at the post-money equity valuation based on a fixed monetary amount.

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Prior to a qualified initial public offering ("Qualified IPO" which is defined as an initial public offering and listing or back door listing (including via SPAC) or other similar transactions to achieve the listing of the shares of the Company):

1) Upon the conversion, the Exchangeable Notes Holder is entitled to require Founders Onshore Vehicle or its designated entity to transfer the Company's shares at the price of RMB1 per share to make the Exchangeable Notes Holder's shareholding in the Company not less than 5%, based on an investment of RMB3,000,000. If the investment amount at time of conversion is less than RMB3,000,000, 5% shareholding shall be adjusted on a pro-rata basis.

2) The Founders Onshore Vehicle or its designated entity must purchase all or a portion of the shares held by the Exchangeable Notes Holder at a price equal to the outstanding principal amount of the Exchangeable Notes plus interest rate of 3% per annum, if the Company failed to the consummation of Qualified IPO within seven-year anniversary of issuance date for each tranche of Exchangeable Notes, at the option of the Exchangeable Notes Holder.

3) The Founders Onshore Vehicle or its designated entity has the right to purchase 60% of the shares held by the Exchangeable Notes Holder at a price equal to the outstanding principal amount of the Exchangeable Notes plus interest rate of 8% per annum prior to the consummation of Qualified IPO.

Pursuant to the agreement, the land use right of WFOE shall be pledged within 6 months upon the acquisition of the land use right, and buildings, construction in progress and ancillary facilities on the land shall be pledged subject to further notice by the Exchangeable Notes Holder.

The above three features are collectively referred to as the "Rights and Obligations provided by the Founders Onshore Vehicle".

The guarantees and Rights and Obligations provided by the Founders Onshore Vehicle were accounted for as shareholder contributions at its estimated fair value at the respective issuance date of each tranche of loans. The fair value of the guarantees and Rights and Obligations provided by the Founders Onshore Vehicle was US$3,391 for the tranche issued in November 2021 and US$8,282 for the tranches issued during nine months ended September 30, 2022. The fair value of the guarantees and Rights and Obligations was treated as debt issuance cost and charged to the interest expenses in the unaudited condensed combined and consolidated statements of comprehensive loss.

The Group elected the fair value option to account for the Exchangeable Notes, including the component related to accrued interest. The Group believes the fair value option best reflects the economics of the underlying transaction. The Exchangeable Notes were recognized at fair value at the issuance date and are measured subsequently at fair value. The changes in fair value of the Exchangeable Notes due to the instrument-specific credit risk of US$754 was credited to other comprehensive income and all other changes in fair values of US$10,855 was recognized as the "Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk" in the unaudited condensed consolidated statement of comprehensive loss for nine months ended September 30, 2022.

The Group adopted a scenario-weighted average method to estimate the fair value of the Exchangeable Notes, based on an analysis of future values of the settlement of the obligation, assuming various outcomes. The probability weightings assigned to certain potential scenarios were based on management's assessment of the probability of settlement of the liability in cash or shares and an assessment of the timing of settlement. In each scenario, the obligation valuation was based on the contractually agreed cash payment or equivalent equity discounted to each valuation date. The fair values of the Exchangeable Notes are estimated with the following key assumptions used:

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	As of September 30, 2022
Risk-free interest rates	1.51% – 1.67%
Discount rate	20.00%
Probability of conversion	50.00%
Bond yields	9.48% – 9.72%
Probability of occurrence of Qualified IPO	45.00%

11. CONVERTIBLE NOTES

	Subsidiary Convertible Note	Series Pre-A Note
	US$	US$
Balance as of December 31, 2021	—	23,445
Issuance of convertible notes	75,037	—
Conversion to Series Pre-A redeemable convertible preferred shares (note 13)	—	(23,445)
Changes in fair values of convertible notes, excluding impact of instrument-specific credit risk	1,938	—
Changes in fair values of convertible notes due to the instrument-specific credit risk	79	—
Foreign currency translation adjustment	(4,752)	—
Balance as of September 30, 2022	**72,302**	**—**

Subsidiary Convertible Note

On June 8, 2022, the Company's subsidiary, Ningbo Robotics Co., Ltd. ("Ningbo Robotics"), issued a seven-year convertible note (the "Subsidiary Convertible Note") with the principal amount of RMB500,000 (equivalent to US$75,037) to an investor (the "Subsidiary Convertible Note Holder"). The Subsidiary Convertible Note Holder is entitled to receive annual interest equal to the outstanding principal multiplied by the latest five-year loan prime rate ("LPR") published by China Foreign Exchange Trade System plus 79.8% per annum, i.e., LPR*(1+79.8%) ("interest rate") on June 30 every year until the expiration of the Subsidiary Convertible Note.

Conversion:

- The Subsidiary Convertible Note Holder has the right to convert the Subsidiary Convertible Note to the subsidiary's equity within 7 years from the issuance date (i.e., convertible before June 8, 2029), if the agreed financial performance of Ningbo Robotics achieved. All outstanding interest shall be paid in cash immediately before the conversion. The conversion price is RMB 135 per ordinary share of Ningbo Robotics (1 paid in capital equal to 1 share), subject to anti-dilution adjustment.

Redemption:

- Ningbo Robotics' immediate parent company, a subsidiary of the VIE and the VIE have the right to redeem all or part of the Subsidiary Convertible Note at any time within 7 years from the issuance date (i.e., before June 8, 2029), giving written notice to the Subsidiary Convertible Note Holder at least 15 working days in advance. The redemption price equals to (i) the principal to be redeemed, plus (ii) the principal to be redeemed × interest rate ÷ 365 × the number of days from the issuance date to the redemption date corresponding to the principal to be redeemed, less (iii) the interest already paid for the principal to be redeemed.

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- Ningbo Robotics' immediate parent company and the VIE shall redeem all outstanding principal amount of Subsidiary Convertible Note on maturity (i.e., June 8, 2029). The redemption price on maturity is equal to (i) the outstanding principal, plus (ii) the outstanding principal × interest rate × 7 years, less (iii) the interest already paid for the outstanding principal. If Ningbo Robotics' immediate parent company and the VIE delay in payments, 0.05% penalty per day of the overdue redemption price shall be paid to the Subsidiary Convertible Note Holder.
- If there is any occurrence of events of default, the Subsidiary Convertible Note Holder has the right to require Ningbo Robotics' immediate parent company and the VIE to redeem all outstanding principal amount of the Subsidiary Convertible Note and settle the unpaid interest immediately. The redemption price upon the occurrence of events of default equals to (i) the outstanding principal, plus (ii) the outstanding principal × interest rate ÷ 365 × the number of days from the issuance date to the redemption date, less (iii) the interest already paid for the outstanding principal. If the Ningbo Robotics' immediate parent company and the VIE delay in payments, 0.05% penalty per day of the overdue redemption price shall be paid to the Subsidiary Convertible Note Holder. During the nine months ended September 30, 2022, no default event was occurred.

The Company and the WFOE provide a joint and several liability guarantee for the Subsidiary Convertible Note.

The Group elected the fair value option for the Subsidiary Convertible Note, including the component related to accrued interest. The Group believes the fair value option best reflects the economics of the underlying transaction. The Subsidiary Convertible Note was recognized at fair value at the issuance date and is measured subsequently at fair value. Changes in fair value of the Subsidiary Convertible Note was US$2,017 for nine months ended September 30, 2022, among which, changes in fair value due to the instrument-specific credit risk of US$79 was recognized in other comprehensive loss and all other changes in fair values of US$1,938 was recognized as the "Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk" in the unaudited condensed combined and consolidated statements of comprehensive loss.

The Group adopted a scenario-weighted average method to estimate the fair value of the Subsidiary Convertible Note, based on an analysis of future values of the settlement of the obligation, assuming various outcomes. The probability weightings assigned to certain potential scenarios were based on management's assessment of the probability of settlement of the liability in cash or shares and an assessment of the timing of settlement. In each scenario, the obligation valuation was based on the contractually agreed cash payment or equivalent equity discounted to each valuation date. The fair value of the Subsidiary Convertible Note is estimated with the following key assumptions used:

	As of September 30, 2022
Risk-free interest rates	2.54% – 2.74%
Probability of conversion	12.00%
Bond yields	7.68% – 9.47%

12. DEFERRED INCOME

In 2021, the Group received a specific subsidy of US$279,052 for compensating the expenditures on the construction of the Group's corporate buildings in Wuhan city, the PRC. Since the corporate buildings are still under construction as of September 30, 2022, the Group hasn't recognized any government grants relating to this subsidy.

In 2018, the Group received a specific subsidy of US$755,581 relating to the Group's R&D expenditures. The Group recognized government grants of US$410,388 and US$55,946 for the R&D expenses incurred under

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this subsidy during nine months ended September 30, 2021 and 2022, respectively. As of September 30, 2022, all deferred income related to this subsidy was amortized.

In addition to above subsidies, the Group received government grants of US$39 with no future related costs required during nine months ended September 30, 2022, which was directly recognized as government grants in the unaudited condensed consolidated statement of comprehensive loss for the nine months ended September 30, 2022.

13. REDEEMABLE CONVERTIBLE PREFERRED SHARES

The Company's activities with respect to the redeemable convertible preferred shares for nine months ended September 30, 2022 are as below:

	Series Pre-A Preferred Shares	
	Shares	US$
Balance as of January 1, 2022	**—**	**—**
Issuance of preferred shares	160,518,519	153,126
Re-designation of ordinary shares into preferred shares	24,077,778	23,650
Accretion of redeemable convertible preferred shares	—	—
Balance as of September 30, 2022	**184,596,297**	**176,776**

Series Pre-A Preferred Shares

During February to July 2022, the Company issued 160,518,519 series pre-A redeemable convertible preferred shares ("Series Pre-A Preferred Shares") at par value of US$0.00001 to two entities designated by an investor ("Pre-A Investor A") at RMB 6.22981 per share, for an aggregated consideration of RMB1,000,000 (equivalent US$153,126), among which US$23,445 were settled by convertible notes issued in November 2021 (note 11).

On March 18, 2022, an ordinary shareholder of the Company, who is also a member of management, entered into a share purchase agreement with an investor ("Pre-A Investor B"), pursuant to which the ordinary shareholder sold its 24,077,778 ordinary shares at RMB 6.22981 per share to the Pre-A Investor B with a cash consideration of RMB150,000 (equivalent to US$23,650). On March 22, 2022, the Company's 24,077,778 ordinary shares were redesignated as Series Pre-A Preferred Shares. The Company considered the redesignation, in substance, was effectively a repurchase and retirement of the ordinary shares and simultaneously an issuance of Series Pre-A Preferred Shares. The excess of the ordinary shares' fair value over their par value in the amount of US$13,024 was charged to additional paid-in capital. The excess of the preferred shares' fair value over the ordinary shares' fair value in the amount of US$10,625 was recognized as share-based compensation expenses, included in General and administrative expenses in the unaudited condensed consolidated statement of comprehensive loss for nine months ended September 30, 2022.

The rights, preferences and privileges of the Series Pre-A Preferred Shares are as follows:

Redemption Rights

The investors of Series Pre-A Preferred Shares have the right to require the Company to redeem their investments, at any time upon the earlier occurrence of:

- the failure by the Company to complete a Qualified IPO on or before February 28, 2027;
- any material breach as defined in the shareholder agreement by Lotus Advanced Technology Limited Partnership ("Founders Offshore Vehicle") or any entity of the Group, which has not been cured within ninety (90) days after being requested by relevant Series Pre-A Preferred Shares holders;

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- any dishonesty of Founders Offshore Vehicle, which results in material adverse effect to the operation of the Group and cannot be effectively remedied within twenty (20) business days.

The redemption price for each issued and outstanding Series Pre-A Preferred Share held, shall be an amount equal to (i) 100% of the issuance price, plus (ii) interest at a simple rate of eight percent (8%) per annum accrued on the issuance price during the period from the issuance date to the redemption payment date, however, that the portion relevant to the Pre-A Investor A's initial investment amount of RMB 150,000 shall accrue the interest from November 29, 2021, minus (iii) the amount of the dividends received.

Conversion Rights

Each Preferred Share may, at the option of the holders, be converted at any time after the date of issuance of such Series Pre-A Preferred Share into fully-paid and non-assessable ordinary shares at an initial conversion ratio of 1:1 subject to adjustment for share division, share combination, share dividend, reorganization, mergers, consolidations, reclassifications, exchanges, substitutions, recapitalization or similar events. Each Series Pre-A Preferred Share shall automatically be converted into ordinary shares, at the applicable then-effective conversion price upon the closing of a Qualified IPO.

Voting Rights

Each Series Pre-A Preferred Share issued and outstanding shall be entitled to the number of votes equal to the number of ordinary shares into which such Series Pre-A Preferred Share could be converted at the record date for determination of the shareholders entitled to vote on such matters.

Dividend Rights

All the Preference Shareholders are entitled to receive the dividends on pro-rata basis according to the relative number of shares held by them on an as-converted basis.

Liquidation Preferences

In the event of any liquidation event, including (i) the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary; or (ii) trade sale, which means whether in a single transaction or series of related transactions, any of the following transactions: (a) the merger, acquisition or similar transaction of the Group (whether by a sale of equity, merger, consolidation, scheme of arrangement or amalgamation) in which the shareholders of the Company immediately prior to such transaction or series of transactions will cease to own a majority of the voting power of the surviving or resulting entity immediately after the consummation of such transaction or series of transactions; or (b) the sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Group or the licensing of all or substantially all of the Group's intellectual property, the holders of Series Pre-A Preferred Shares shall be entitled to receive, prior and in preference to any distribution or payment shall be made to the holders of any ordinary shares, the liquidation preference amount per share is equal to (i) 100% of the issuance price, plus (ii) interest at a simple rate of eight percent (8%) per annum accrued on the issuance price during the period from the issuance date to the liquidation payment date, however, that the portion relevant to the Pre-A Investor A's initial investment amount of RMB 150,000 shall accrue the interest from November 29, 2021, plus (iii) any declared but unpaid dividends (the "Preferred Preference Amount"). If the Company's funds and assets are insufficient for the full payment of the Preferred Preference Amount to all Series Pre-A Preferred Share investors, then the Company's entire available funds and assets shall be distributed ratably among the Series Pre-A Preferred Share investors in proportion to the aggregate Preferred Preference Amount such investor is otherwise entitled to receive.

Liquidation preference from the highest to the lowest is as follows in sequence: Series Pre-A Preferred Shares and ordinary shares.

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Performance Adjustment Mechanism

In the event that the Group fails to achieve the agreed milestones, including mass production of Eletre no later than June 30, 2023 and mass production of Type 133 no later than June 30, 2024 (collectively as "SOP Milestones") as requested by the Pre-A Investor A, for every six (6) months that the Group is in delay to achieve the SOP Milestones, the Company shall issue to the Pre-A Investor A additional number of Series Pre-A Preferred Shares at nominal price (the total consideration shall be RMB 1) that equals to 0.5% of the then issued and outstanding shares of the Company immediately prior to such issuance (on a fully-diluted basis), provided that the aggregate maximum number of Series Pre-A Preferred Shares to be issued and obtained by the Pre-A Investor A shall be no more than 2% of the Series Pre-A Preferred Shares then held by the Pre-A Investor A acquired under the Series Pre-A Preferred Share purchase agreement (collectively referred to "warrant").

Accounting of Redeemable Convertible Preferred Shares

The Company has classified the redeemable convertible preferred shares as mezzanine equity in the unaudited condensed combined and consolidated balance sheets as they are contingently redeemable upon the occurrence of certain events outside of the Company's control.

The Company concluded the embedded conversion and redemption option did not need to be bifurcated pursuant to ASC 815 because these terms do not permit net settlement, nor they can be readily settled net by a means outside the contract, nor they can provide for delivery of an asset that puts the holders in a position not substantially different from net settlement.

The Company also determined that the warrant granted to Pre-A Investor A is a freestanding instrument that was accounted for as a warrant liability, as the warrant could be legally detachable and separately exercisable from the Series Pre-A Preferred Shares.

At initial recognition, proceeds were first allocated to the warrant based on its fair value and then the residual to the Series Pre-A Preferred Shares. For subsequent measurement, the Company recorded the changes in fair value of warrant liability on the unaudited condensed combined and consolidated statements of comprehensive loss. The Company expects that the agreed Milestones will be achieved, thus the Company concludes that the fair value of the warrant liability is minimal as of the issuance date and September 30, 2022, respectively.

Since the Company has adopted ASU 2020-06 on January 1, 2021, the Company did not assess whether the redeemable convertible preferred shares contain beneficial conversion features.

The Company recognized changes in the redemption value immediately as they occur and adjust the carrying value of the Series Pre-A Preferred Shares to their maximum redemption amount at the end of each reporting period, as if it were also the redemption date for the Series Pre-A Preferred Shares.

As the Company's Series Pre-A Preferred Shares are denominated in RMB other than the functional currency of the Company, i.e., US$, the measurement of redemption value incorporates the effect of exchange rates on the functional currency amount of the redemption feature. The foreign currency exchange rates are considered in that measurement and their effect either increases or reduces the effect dividends on income available to common shareholders and reported earnings per share. During the nine months ended September 30, 2022, the Company did not record any accretion as the redemption value of Series Pre-A Preferred Shares was lower than the initial carrying value.

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14. MANDATORILY REDEEMABLE NONCONTROLLING INTEREST

	US$
Balance as of December 31, 2021	6,593
Changes in fair values of mandatorily redeemable noncontrolling interest, excluding impact of instrument-specific credit risk	4,266
Changes in fair values of mandatorily redeemable noncontrolling interest due to the instrument-specific credit risk	(159)
Foreign currency translation adjustment	(958)
Balance as of September 30, 2022	**9,742**

On November 12, 2021, the Company's VIE and Momenta (Suzhou) Technology Limited Company ("Momenta") incorporated Ningbo Robotics Co., Ltd. ("Ningbo Robotics"). The VIE and Momenta hold 60% and 40% equity interest and invested RMB60,000 (equivalent to US$9,449) and RMB40,000 (equivalent to US$6,299) in Ningbo Robotics, respectively.

Pursuant to the shareholder agreement entered by the VIE and Momenta:

1) If there is any disagreement or disputes arising between Ningbo Robotics and Momenta, Momenta has the right to require WFOE or VIE or the entity designated by WFOE or VIE to acquire the 40% equity interest in Ningbo Robotics at the consideration of RMB40,000 in cash.

2) Momenta is required to sell its 40% equity interest in Ningbo Robotics to WFOE or VIE or the entity designated by WFOE or VIE no later than the third anniversary date of the incorporation of Ningbo Robotics. The redemption price between the date of incorporation and the first anniversary of Ningbo Robotics is RMB40,000, between the first anniversary and the second anniversary of the incorporation Ningbo Robotics is RMB80,000, and between the second anniversary and the third anniversary of the incorporation Ningbo Robotics is RMB120,000. At the sole discretion of Momenta, Momenta is entitled to elect either to redeem in cash or exchange for the Company's shares with the equivalent monetary value.

3) If the Company's Board of Directors approved the Company's Qualified IPO within the third anniversary date of the incorporation of Ningbo Robotics, Momenta is required to sell its 40% equity interest in Ningbo Robotics at the consideration same as the mechanism mentioned in 2). At the sole discretion of Momenta, Momenta is entitled to elect either to redeem in cash or exchange for the Company's shares with the equivalent monetary value.

In March 2022, the VIE transfers its 60% equity interest of Ningbo Robotics to its wholly-owned subsidiary, Sanya Lotus Venture Investment Limited Company.

The Group is contractually obligated to repurchase the 40% noncontrolling interests ("NCI") held by Momenta within the three years from its incorporation. The NCI, together with the embedded repurchase contract, is accounted for as a liability and recorded as "Mandatorily redeemable noncontrolling interest" in the Company's consolidated balance sheet.

The Group elected the fair value option to account for the mandatorily redeemable noncontrolling interest. The Group believes the fair value option best reflects the economics of the underlying transaction. Changes in fair value due to the instrument-specific credit risk of US$159 were credited to other comprehensive income and all other changes in fair values of US$4,266 recognized as "Changes in fair values of mandatorily redeemable noncontrolling interest, exchangeable notes and convertible notes, excluding impact of instrument-specific credit risk" in the unaudited condensed consolidated statement of comprehensive loss for nine months ended September 30, 2022.

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The Group adopted a scenario-weighted average method to determine the fair value of the mandatorily redeemable noncontrolling interest, based on an analysis of future values of the settlement of the obligation, assuming various outcomes. The probability weightings assigned to certain potential scenarios were based on management's assessment of the probability of settlement of the liability in cash or shares and an assessment of the timing of settlement. In each scenario, the obligation valuation was based on the contractually agreed cash payment or equivalent equity discounted to each valuation date. The fair value of the mandatorily redeemable noncontrolling interest is estimated with the following key assumptions used:

	As of September 30, 2022
Discount rate	20.00%
Bond yields	7.99% – 8.58%
Expected terms	0.11 – 2.11

15. ORDINARY SHARES

Upon incorporation on August 9, 2021, the Company's authorized shares were 5,000,000,000 shares with a par value of US$0.00001 per share.

On August 9, 2021, the Company issued 866,800,000 ordinary shares to the Founders Offshore Vehicle at RMB1 per share with total consideration of RMB866,800 (equivalent to US$133,683) to the Company. As of September 30, 2022, RMB628,430 (equivalent to US$101,821) was paid up and remaining RMB238,370 (equivalent to US$33,575) was recorded as receivable from shareholders and presented as contra-equity.

On November 11, 2021, the Company issued 433,400,000 ordinary shares to Lotus Technology International Investment Limited, ultimately 100% owned by Geely Holding, at RMB1 per share with total consideration of RMB433,400 (equivalent to US$67,566), which was fully paid as of September 30, 2022.

On September 24, 2021, Etika, through Lotus HK, subscribed for 33.33% equity interest in WFOE at RMB1 per share with total consideration of RMB650,100 (equivalent to US$100,690) and paid up on September 28, 2021. On November 11, 2021, the Company issued 650,100,000 ordinary shares to Etika Automotive SDN BHD ("Etika") through exchange of 100% equity interest in Lotus Advanced Technology Limited ("Lotus HK") held by Etika.

On December 24, 2021, the Company issued 216,700,000 ordinary shares to Lotus Group International Limited ("LGIL") for the "Lotus" trademark license with a fair value of US$116,041 licensed by Group Lotus Limited, a wholly-owned subsidiary of LGIL.

On March 22, 2022, the Company's 24,077,778 ordinary shares were redesignated as Series Pre-A Preferred Shares (see note 13).

As of September 30, 2022, the Company is authorized to issue 4,815,403,703 ordinary shares with a par value of US$0.00001 per share, among which 2,142,922,222 shares were issued and outstanding.

16. REVENUES

The Group's revenues are disaggregated by service lines as follows:

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	Nine Months Ended September 30,	
	2021	2022
	US$	US$
Service line		
Sales of goods – third parties		
– Vehicles	—	578
– Others	—	124
	—	702
Services and others		
– related parties	2,323	2,928
– third parties	2	27
	2,325	2,955
Revenues	**2,325**	**3,657**

Geographic information

The following summarizes the Group's revenues by geographic areas (based on the locations of customers):

	Nine Months Ended September 30,	
	2021	2022
	US$	US$
Mainland China	1,931	3,487
UK	325	30
Sweden	69	140
Revenues	**2,325**	**3,657**

Contract Liabilities

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Current liabilities		
– Contract liabilities – third parties	6	2,890
Non-current liabilities		
– Contract liabilities – third parties	1,930	58
Contract liabilities, current and non-current	**1,936**	**2,948**

No revenue was recognized for amount included in the contract liabilities balance as of the beginning of the periods for nine months ended September 30, 2021 and 2022, respectively.

The contract liabilities primarily relate to up-front payments from the Group's customers for purchase of vehicles, automobile parts or services in advance of transfer of the control of the products and services under the contract. Amounts that are expected to recognize as revenues within one-year are included as current contract liabilities with the remaining balance recognized as other non-current liabilities.

As of December 31, 2021 and September 30, 2022, the aggregated amounts of the transaction price allocated to the remaining performance obligation under the Group's existing contracts is US$1,936 and US$2,948.

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As of December 31, 2021 and September 30, 2022, revenue expected to be recognized in the future related to remaining performance obligations that are unsatisfied were as follows:

	As of December 31, 2021	As of September 30, 2022
		US$
2022	6	—
2023	1,930	2,890
2024	—	58

17. INCOME TAX

The statutory income tax rate for the Group's major operating entities is 25% for the nine months ended September 30, 2021 and 2022. The effective income tax rate for the nine months ended September 30, 2021 and 2022 was (5.71%) and (0.04%), respectively. The effective income tax rate for the nine months ended September 30, 2021 and 2022 differs from the PRC statutory income tax rate of 25%, primarily due to the recognition of valuation allowance for deferred income tax assets of loss-making entities.

18. NET LOSS PER SHARE

The following table sets forth the basic and diluted net loss per ordinary share computation and provides a reconciliation of the numerator and denominator for the years presented:

	Nine Months Ended September 30,	
	2021	2022
	US$	US$
Numerator:		
Net loss attributable to ordinary shareholders	(42,773)	(366,504)
Accretion of redeemable convertible preferred shares	—	—
Numerator for basic and diluted net loss per ordinary share calculation	**(42,773)**	**(366,504)**
Denominator:		
Weighted average number of ordinary shares, basic and diluted	1,314,487,912	2,150,066,178
Denominator for basic and diluted net loss per ordinary share calculation	**1,314,487,912**	**2,150,066,178**
Net loss per ordinary share attributable to ordinary shareholders		
– Basic and diluted	(0.03)	(0.17)

The following outstanding potentially dilutive ordinary share equivalents have been excluded from the computation of diluted net loss per share attributable to ordinary shareholders for the periods presented due to their antidilutive effect:

	As of December 31, 2021	As of September 30, 2022
Redeemable convertible preferred shares (note 13)	—	184,596,297
Exchangeable notes[(i)]	233,638,036	398,576,512
Convertible notes[(ii)]	24,077,781	—
Mandatorily redeemable noncontrolling interest[(iii)]	11,681,902	5,693,950
Total	**269,397,719**	**588,866,759**

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(i) Represents the number of potentially dilutive ordinary shares equivalent on as-if-converted basis, calculated by the fixed monetary value of RMB800,000 and RMB2,800,000 divided by the estimated fair value of ordinary shares as of December 31, 2021 and September 30, 2022, respectively, which were assumed to be the conversion prices as of December 31, 2021 and September 30, 2022, respectively.

(ii) Represents the number of potentially dilutive ordinary shares equivalent on as-if-converted basis, calculated by the fixed monetary value of RMB150,000 divided by the conversion price of RMB6.22981 per share as of December 31, 2021.

(iii) Represents the number of potentially dilutive ordinary shares equivalent on as-if-converted basis, calculated by the fixed monetary value of RMB40,000 and RMB40,000 divided by the estimated fair value of ordinary shares as of December 31, 2021 and September 30, 2022, respectively, which were assumed to be the conversion prices as of December 31, 2021 and September 30, 2022, respectively.

19. FAIR VALUE MEASUREMENT

Assets and liabilities measured at fair value on a recurring basis include short-term investments, exchangeable notes, convertible notes and mandatorily redeemable noncontrolling interest.

The following table sets the major financial instruments measured at fair value, by level within the fair value hierarchy as of September 30, 2022.

		Fair Value Measurement at Reporting Date Using		
	Fair Value as of September 30, 2022	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	US$	US$	US$	US$
Assets				
Short-term investments	10,000	—	—	10,000
Liabilities				
Convertible notes	72,302	—	—	72,302
Exchangeable notes	404,625	—	—	404,625
Mandatorily redeemable noncontrolling interest	9,742	—	—	9,742

Valuation Techniques

Short-term investments: Short-term investments represent investment in a convertible note of ECARX Holding Inc., which is a related party controlled by Mr. Li Shufu. The fair value is determined by scenario-weighted average method. Inputs include probability of conversion, pay-off of the investment under each scenario, risk-free interest rates and bond yields.

Exchangeable notes, convertible notes and mandatorily redeemable noncontrolling interest: as the Group's exchangeable notes, convertible notes and mandatorily redeemable noncontrolling interest are not traded in an active market with readily observable quoted prices, the Group uses significant unobservable inputs (Level 3) to measure the fair value of the exchangeable notes, convertible notes and mandatorily redeemable noncontrolling interest at inception and at each subsequent balance sheet date. See Note 10, Note 11 and Note 14 for information about the significant unobservable inputs used in the respective fair value measurements.

The other financial assets and liabilities of the Group primarily consist of cash, restricted cash, accounts receivable, other receivables included in prepayments and other current assets, short-term borrowings and other payables included in accrued expenses and other current liabilities. As of September 30, 2022, the

(All amounts in thousands, except for share and per share data)

carrying amounts of other financial instruments approximated to their fair values due to short term maturity of these instruments. As of December 31, 2021 and September 30, 2022, the fair value of the operating leases liabilities approximated to the carrying value of operating lease liabilities, which was due to that the underlying incremental borrowing rates approximated to the market rates for similar leases with similar maturities.

The Group's non-financial assets, such as property, equipment and software and intangible assets, except for the trademark license with indefinite useful lives, would be measured at fair value only if they were determined to be impaired.

The trademark license with indefinite useful live was initially recognized at estimated fair value of US$116,041, which is classified within Level 3 of the valuation hierarchy. The fair value of the trademark license with indefinite useful live was determined utilizing the relief from royalty method, which is a form of the income approach. Under this method, a royalty rate based on observed market royalties is applied to projected revenue supporting the trademark and discounted to present value, using forecasted revenue growth rate projections and a discount rate, respectively, that required significant judgment by management.

20. COMMITMENTS AND CONTINGENCIES

Purchase commitment

As of September 30, 2022, the Group has future minimum purchase commitment related to the purchase of research and development services. Total purchase obligations contracted but not yet reflected in the unaudited condensed combined and consolidated financial statements as of September 30, 2022 were as follows:

	Less than one year	More than one year	Total
	US$	US$	US$
Purchase commitment	89,943	50,192	140,135

Capital commitment

Total capital expenditures contracted but not yet reflected in the unaudited condensed combined and consolidated financial statements as of September 30, 2022 were as follows:

	Less than one year	More than one year	Total
	US$	US$	US$
Capital expenditure commitment[(i)]	77,534	16,254	93,788

(i) Represents the capital commitment on the construction of the Group's corporate buildings, leasehold improvements and tooling.

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21. RELATED PARTY TRANSACTIONS

(a) Related parties

Names of the major related parties	Nature of relationship
Geely Holding	Entity controlled by the controlling shareholder of the Company
Ningbo Geely Automobile Research & Development Co., Ltd. (“Ningbo Geely R&D”)	Entity controlled by the controlling shareholder of the Company
Zhejiang Liankong Technologies Co., Ltd (“Zhejiang Liankong”)	Entity controlled by the controlling shareholder of the Company
Ningbo Juhe Yinqing Enterprise Management Consulting Partnership (Limited Partnership) (“Founders Onshore Vehicle”)	Entity controlled by the controlling shareholder of the Company
Geely International (Hong Kong) Limited (“Geely HK”)	Entity controlled by the controlling shareholder of the Company
Wuhan Geely Auto Parts Co., Ltd. (“Geely Auto Parts”)	Entity controlled by the controlling shareholder of the Company
Zhejiang Geely Automobile Co., Ltd. Wuhan Branch (“Geely Auto Wuhan Branch”)	Entity controlled by the controlling shareholder of the Company
Lotus Cars Limited (“Lotus Cars”)	Entity controlled by the controlling shareholder of the Company
ECARX Holdings Inc. (“Ecarx”)	Entity controlled by the controlling shareholder of the Company
Beijing Lotus Cars Sales Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Geely UK Limited	Entity controlled by the controlling shareholder of the Company
Hubei ECARX Technology Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Volvo Car Corporation	Entity controlled by the controlling shareholder of the Company
Zhejiang Jirun Automobile Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Zhejiang Geely Automobile Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Hangzhou Xuanyu Human Resources Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Zhejiang Geely Business Service Co., Ltd.	Entity controlled by the controlling shareholder of the Company
Zhejiang Xitumeng Digital Technology Co., Ltd.	Entity that the controlling shareholder of the Company has significant influence

During nine months ended September 30, 2021 and 2022, except for related party transactions disclosed notes 10 of Exchangeable Notes, note 13 of Redeemable Convertible Preferred Shares and note 15 of Ordinary Shares to the financial statements, the Group entered into the following significant related party transactions.

(b) Significant related party transactions

During nine months ended September 30, 2021 and 2022, the Group entered into the following significant related party transactions:

	Nine Months Ended September 30	
	2021	2022
	US$	US$
Provision of services[(i)]	2,323	2,928

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	Nine Months Ended September 30	
	2021	2022
	US$	US$
Purchase of license ((ii).a)	288,948	—
Purchase of products and services ((iii).a)	2,582	17,769
Purchase of R&D services ((iii).b)	31,333	43,791
Purchase of equipment and software ((iii).c)	3,969	5,056
Short-term lease cost ((iii).h)	150	276
Interest expense on borrowing due to related parties (iv)	166	90
Repayment of borrowing from related party (iv)	—	10,573
Acquisition of right-of-use assets (v)	1,329	214
Payment of lease liabilities (v)	—	94
Purchase of software license (vi)	—	28,558
Payment of consideration for acquiring Lotus Tech Innovation Centre GmbH under common control (vii)	—	15,512
Payment for purchase of a short-term investment (viii)	—	10,000

(c) Significant related party balances

The outstanding balances mainly arising from the above transactions as of December 31, 2021 and September 30, 2022 are as follows:

	As of December 31, 2021	As of September 30, 2022
	US$	US$
Short-term investments – related parties (viii)	—	10,000
Accounts receivable – related parties (i)	5,880	2,511
Prepayments and other current assets – related parties (ii) ((iii).a)	434,627	7,096
Accounts payable-related parties ((iii).a)	—	171
Accrued expenses and other current liabilities – related parties (iii)	442,000	61,319
Short-term borrowings – related parties (iv)	11,269	—
Operating lease liabilities – related parties, current (v)	788	723
Operating lease liabilities – related parties, non-current (v)	—	185

Note:

(i) The Group provided R&D services and other consulting services to related parties. Accounts receivable due from related parties arising from provision of services in the previous year was US$4,905 as of January 1, 2021. The Group provided related services amounting to US$2,323 and US$2,928 for nine months ended September 30, 2021 and 2022, respectively. Accounts receivable due from related parties arising from provision of services were US$5,880 and US$2,511 as of December 31, 2021 and September 30, 2022, respectively.

(ii) Prepayments and other current assets — related parties of the Group are arising from transactions related to purchase of license, purchase of products (see note (iii).a) and cash receipts on behalf of the Group as follows.

a. On March 12, 2021, the Group entered into a license agreement with Zhejiang Liankong, a subsidiary of Geely Holding. Under the terms of the agreement, the Group received a non-exclusive, perpetual, irrevocable and non-sublicensable license for the electric automotive chassis and autonomous driving technology platform (the “Geely License”). Under the terms of the agreement, the Group was required to pay Zhejiang Liankong RMB5,730,000 (equivalent to US$888,165). This amount

was subsequently reduced to RMB1,976,000 (equivalent to US$306,285), which consist of cost of the license of RMB1,864,151 (equivalent to US$288,948) and VAT of RMB 111,849 (equivalent to US$17,337).

The Company intends to use the Geely License in the design, construction, and testing of pre-production prototypes and models of future electric vehicles. The Geely License has no alternative future use, therefore the cost of the license has been expensed as research and development expenses in the unaudited condensed combined and consolidated financial statement of comprehensive loss for nine months ended September 30, 2021.

The Group made a payment for the license of RMB5,730,000 (equivalent to US$888,165) to Zhejiang Liankong, and received refund of RMB1,030,000 (equivalent to US$159,653) in April 2021.

As of December 31, 2021, a receivable of RMB2,724,000 (equivalent to US$427,247) was included in prepayments and other current assets — related parties, RMB 2,524,000 (equivalent to US$395,879) was received in June 2022 and RMB 200,000 (equivalent to US$31,369) was received in September 2022.

b. Geely Holding's subsidiary Ningbo Geely R&D received US$7,380 on behalf of the Group for R&D service as of December 31, 2021, which was included in prepayments and other current assets — related parties and fully settled during the nine months ended September 30, 2022.

c. The Group paid rental deposits and other expenses of USD$1,292 on behalf of related parties for the nine months period ended September 30, 2022. As of September 30, 2022, receivable of USD$1,292 was included in prepayments and other current assets — related parties.

(iii) Accrued expenses and other current liabilities — related parties are arising from transactions related to purchase of products and services, purchase of equipment and software, and equity transfer pursuant to Reorganization as follows.

a. The Group purchased R&D raw materials, sports cars, technology development service, and other consulting service from related parties. During nine months ended September 30, 2021 and 2022, these purchases amounted to US$2,582 and US$17,769, respectively, among which, nil and US$45 were recognized as cost of goods sold for nine months ended September 30, 2021 and 2022. As of December 31, 2021 and September 30, 2022, purchases included R&D raw materials and sports cars of US$1,983 and US$ 271 were recorded as inventories.

As of December 31, 2021 and September 30, 2022, the amounts due to related parties for purchase of R&D raw materials and services of US$7,395 and US$14,766 were included in accrued expenses and other current liabilities — related parties, respectively.

As of September 30, 2022, the amounts due to related parties for purchase of products of US$171 was included in accounts payable-related parties, and the amount of prepayments to related parties for purchase of products of US$5,804 were included in prepayments and other current assets — related parties.

b. Geely Holding, through its subsidiary Ningbo Geely R&D, provided the Lotus BEV Business with certain R&D support services with cost-plus margin pricing method. The Group recoded R&D expenses of US$31,333 and US$43,791 for the above R&D support services during nine months ended September 30, 2021 and 2022. As of December 31, 2021 and September 30, 2022, the amounts due to Ningbo Geely R&D for purchase of R&D support services of US$150,381 and US$41,555 were included in accrued expenses and other current liabilities — related parties, respectively.

c. The Group purchased R&D equipment and software of US$3,969 and US$5,056 from related parties for technology development for nine months ended September 30, 2021 and 2022, respectively. As of December 31, 2021 and September 30, 2022, the amounts due to related parties for purchase of equipment and software of US$7,930 and US$383 were included in accrued expenses and other current liabilities — related parties, respectively.

d. Geely Holding's subsidiary Ningbo Geely R&D paid payroll and consumable materials for R&D expenditures incurred in the Lotus BEV business unit of Ningbo Geely R&D on behalf of the Group. During the nine months ended September 30, 2021, Ningbo Geely R&D paid US$62,117 on behalf of the Group.

In addition, Ningbo Geely R&D charged the Group a cost-plus margin of US$7,165 for the nine months ended September 30, 2021, which was recorded as deemed distribution to the shareholders of the Group under the Reorganization.

As of December 31, 2021, US$ 238,547 was included in accrued expenses and other current liabilities — related parties, which included the amounts due from previous years.

e. Related parties paid US$7,165 and US$4,533 on behalf of the Group in association with staff salary, social welfare and other travel expenses, which were included in accrued expenses and other current liabilities — related parties as of December 31, 2021 and September 30, 2022, respectively.

f. In January 2021, WFOE received investment amount of RMB100,000 from Geely Holding and Founders Onshore Vehicle. On December 15, 2021, Geely Holding and Founders Onshore Vehicle transferred all equity interest in WFOE to the Company's subsidiary in Hong Kong, Lotus Advanced Technology Limited, at the consideration of RMB 100,000. As of December 31, 2021, the above payable of RMB 100,000 (equivalent to US$15,695) to Geely Holding and Founders Onshore Vehicle were not settled and included in accrued expenses and other current liabilities — related parties.

g. On December 29, 2021, Geely HK transferred 100% equity interest in Lotus Tech UK to the Group at the consideration of GBP 10,900. As of December 31, 2021, the payable of GBP 10,900 (equivalent to US$ 14,641) was included in accrued expenses and other current liabilities — related parties.

h. The Group entered into short-term lease agreements with related parties to rent office spaces. During nine months ended September 30, 2021 and 2022, the Group incurred short-term lease cost of US$150 and US$276. As of December 31, 2021 and September 30, 2022, payables for short-term leases of US$246 and US$82, respectively, were included in accrued expenses and other current liabilities — related parties.

(iv) In 2019, the Company's subsidiary, Lotus Tech UK, borrowed a one-year unsecured loan from a related party with the principal amount of US$10,211. The borrowing bears an interest rate of 2% per annum. On December 31, 2021, the Group renewed the loan with a maturity date in August 2022. As of December 31, 2021, the balance of the loan of US$11,269 includes the principal amount and interest. The borrowing was included in short-term borrowings — related parties, which was paid in August 2022. During nine months ended September 30, 2021 and 2022, the Group incurred interest expenses of US$166 and US$90, respectively.

(v) The Group entered into lease agreements with related parties to rent office spaces. During nine months ended September 30, 2021 and 2022, the Group recognized right-of-use assets of US$1,329 and US$214 from related parties. The Group paid lease liabilities of nil and US$94 during nine months ended September 30, 2021 and 2022. As of December 31, 2021 and September 30, 2022, current operating lease liabilities were US$788 and US$723, respectively, and non-current operating lease liabilities were nil and US$185, respectively.

(vi) On May 13, 2022, the Group entered into a software license agreement with a related party, pursuant to which, the Group was provided with a one-time amount of US$28,558 for a non-exclusive, perpetual, fully paid, non-transferable and non-sublicensable license to use the software, which is for the Group's internal use. The Group capitalized the cost to obtain the software and recorded as property, equipment and software, which is amortized on a straight-line basis. The payable for such transaction has been settled as of September 30, 2022.

(vii) On December 2, 2021, the Company, through its subsidiary, Lotus Technology Innovative Limited, entered into an equity transfer agreement, pursuant to which, Lotus Technology Innovative Limited agreed to acquire 100% equity interest in Lotus Tech Innovation Centre GmbH from a related party, Geely UK Limited, at the consideration of US$15,512, which was settled in June 2022.

(viii) On May 13, 2022, the Company invested in a one-year convertible note (the "Note") issued by Ecarx with aggregate principal of US$10,000. The Note bears an interest rate of 5% per annum. The Company subsequently converted the Note to the class A ordinary shares of Ecarx on December 21, 2022 at conversion price of US$9.5 per share.

(d) Manufacturing agreement with the Geely Group

The Group entered into a manufacturing agreement with Geely Auto Wuhan Branch and Geely Auto Parts (collectively as "OEMs"), for the manufacture of the Group's electrical vehicles for 10 years starting from June 21, 2022. Pursuant to the manufacturing agreement, the Group commissioned OEMs for the production of electrical vehicles and agreed to authorize OEMs to access the Group's technologies for the production of such models. The Group is mainly responsible for the design and development of the models, designation of suppliers, product announcement, and ensuring consistency with global standards of the Lotus brand. The Group also provides OEMs the necessary intellectual properties for the manufacture of electrical vehicles. OEMs are mainly responsible for the procurement and inspection of raw materials, production planning, production quality control, logistics and transportation of manufactured vehicles, and construction and operation of the manufacturing plant. Particularly, quality control is carried out in accordance with the Group's quality assurance framework and approved by OEMs. In addition, OEMs are responsible for obtaining certificates for the manufactured vehicles.

22. SUBSEQUENT EVENTS

Management has considered subsequent events through February 27, 2023, which was the date the unaudited condensed combined and consolidated financial statements were issued.

(i) Issuance of Series A redeemable convertible preferred shares ("Series A Preferred Shares")

During October to December 2022, the Company issued 123,456,332 Series A Preferred Shares at RMB 10.54576 per share, for an aggregated consideration of RMB1,301,941 (equivalent to US$191,682), among

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which RMB400,000 (equivalent to US$62,520) was exchanged by the Exchangeable Notes issued in November 2021 (see Note 10).

(ii) Issuance of exchangeable notes

In November 2022, the Company's subsidiary, Hangzhou Lightning Speed Technology Co., Ltd. ("Lightning Speed"), entered into an exchangeable note agreement with an investor. Pursuant to the agreement, Lightning Speed is entitled to issue exchangeable notes of RMB1,000,000 to obtain financing from the investor. Each tranche of exchangeable notes is scheduled to mature on the five-year anniversary date of issuance and bearing an interest rate of loan prime rate published by China Foreign Exchange Trade System in the same period. With the consent of the Group, the investor is entitled to convert the whole or any portion of the outstanding principal amount of the exchangeable notes into the shares of Lightning Speed based on the equity valuation at the conversion date. In December 2022, the Group issued the first tranche of RMB500,000 (equivalent to US$71,792) to the investor. The repayments of the exchangeable notes were guaranteed by the immediate shareholders of Lightning Speed.

(iii) Merger Agreement

On January 31, 2023, *L* Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC" or "LCAA") entered into the Agreement and Plan of Merger (the "Merger Agreement") with the Company, Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Lotus Tech ("Merger Sub 1"), and Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a wholly-owned subsidiary of Lotus Tech ("Merger Sub 2"), pursuant to which, among other things, (i) Merger Sub 1 will merge with and into LCAA (the "First Merger"), with LCAA surviving the First Merger as a wholly-owned subsidiary of the Company (the surviving entity of the First Merger, "Surviving Entity 1"), and (ii) immediately following the consummation of the First Merger, Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger", and together with the First Merger, collectively, the "Mergers"), with Merger Sub 2 surviving the Second Merger as a wholly-owned subsidiary of the Company.

(iv) Distribution Agreement

On January 31, 2023, Lotus Technology Innovative Limited, a wholly-owned subsidiary of the Company, entered into a distribution agreement with Lotus Cars, a related party of the Company, pursuant to which, Lotus Technology Innovative Limited is appointed as the global distributor for Lotus Cars for Lotus Cars' sports car vehicles, parts and certain tools. In connection with its role as global distributor, Lotus Technology Innovative Limited will provide after sale services for Lotus Cars' sports car vehicles, parts and tools distributed.

(v) Put Option Agreements

On January 31, 2023, the Company entered into put option agreements with each of Geely HK and Etika, pursuant to which each of Geely HK and Etika will have an option to require the Company to purchase the equity interests held by Geely HK and Etika in Lotus Advance Technologies Sdn Bhd, the immediate parent of LGIL, during the period from April 1, 2025 to June 30, 2025, at a pre-agreed price, i.e. 1.15 multiplied by the revenue of LGIL for the year ending December 31, 2024 plus the cash and cash equivalents of LGIL as of December 31, 2024, and minus the outstanding amount of indebtedness of LGIL as of December 31, 2024, at a future date and upon satisfaction of certain pre-agreed conditions, i.e. total number of vehicles sold by LGIL in 2024 exceeds 5,000. Upon exercise by the each of Geely HK and Etika of the put option, LGIL agrees to take any and all actions to distribute the Company's shares held by LGIL on the date of the put exercise note to each of Geely HK and Etika such that Geely HK and Etika each shall receive the pro rata number of the Company's shares held by LGIL concurrently with the completion of the exercise of the put option.

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(vi) Share Incentive Plan

The Company' s shareholders approved and adopted a share incentive plan in September 2022, or the 2022 Share Incentive Plan, for the purpose of attracting and retaining the best available personnel, providing additional incentives to employees, directors and consultants, and promoting the success of the Group's business. Under the 2022 Share Incentive Plan, the Company is authorized to grant options. The maximum aggregate number of ordinary shares that may be issued pursuant to all awards under the 2022 Share Incentive Plan is 232,751,852. In the fourth quarter of 2022, 46,860,000 options had been granted under the 2022 Share Incentive Plan and as of December 31, 2022, 46,860,000 options were outstanding.

Annex A

AGREEMENT AND PLAN OF MERGER
by and among
Lotus Technology Inc.,
Lotus Temp Limited,
Lotus EV Limited,
and
L Catterton Asia Acquisition Corp
dated as of January 31, 2023

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of January 31, 2023 (this " Agreement"), is made and entered into by and among (i) Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "Company"), (ii) Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly-owned Subsidiary of the Company ("Merger Sub 1"), (iii) Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly-owned Subsidiary of the Company ("Merger Sub 2", and together with Merger Sub 1, the " Merger Subs"), and (iv) *L* Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC"). Each of the Company, Merger Sub 1, Merger Sub 2 and SPAC are individually referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

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

WHEREAS, each of the Merger Subs is a newly incorporated Cayman Islands exempted company limited by shares, wholly owned by the Company, and was formed for the purpose of effectuating the Mergers (as defined below);

WHEREAS, immediately following the Capital Restructuring (as defined below), upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the Companies Act (As Revised) of the Cayman Islands (the "Cayman Act"), at the Closing (as defined below), Merger Sub 1 will merge with and into SPAC (the " First Merger"), with SPAC being the surviving company (as defined in the Cayman Act) and becoming a wholly-owned Subsidiary of the Company (SPAC is hereinafter referred to for the periods from and after the First Effective Time as " Surviving Entity 1");

WHEREAS, immediately following the consummation of the First Merger, upon the terms and subject to the conditions set forth in this Agreement and in accordance with the applicable provisions of the Cayman Act, Surviving Entity 1 will merge with and into Merger Sub 2 (the "Second Merger" and together with the First Merger, collectively, the " Mergers"), with Merger Sub 2 being the surviving company (as defined in the Cayman Act) and remaining a wholly-owned Subsidiary of the Company (Merger Sub 2 is hereinafter referred to for the periods from and after the Second Effective Time as the "Surviving Entity 2");

WHEREAS, the Company has received, concurrently with the execution and delivery of this Agreement, a Sponsor Support Agreement and Deed in the form attached hereto as Exhibit A (the "Sponsor Support Agreement") signed by the Company, SPAC, LCA Acquisition Sponsor, LP, a Cayman Islands exempted limited partnership ("Sponsor"), and certain other Persons identified therein (collectively with Sponsor, the "Founder Shareholders" and each, a "Founder Shareholder"), pursuant to which, among other things, and subject to the terms and conditions set forth therein, each Founder Shareholder agrees (a) to vote all SPAC Shares held by such Founder Shareholder in favor of (i) the Transactions and (ii) the other Transaction Proposals, (b) to waive the anti-dilution rights of the SPAC Class B Ordinary Shares under the SPAC Charter, (c) to appear at the SPAC Shareholders' Meeting in person or by proxy for purposes of counting towards a quorum, (d) to vote all SPAC Shares held by such Founder Shareholder against any proposals that would or would be reasonably likely to in any material respect impede the Transactions or any other Transaction Proposal, (e) not to redeem any SPAC Shares held by such Founder Shareholder, (f) not to amend that certain letter agreement between SPAC, Sponsor and certain other parties thereto, dated as of March 10, 2021, (g) not to transfer any SPAC Securities held by such Founder Shareholder, subject to certain exceptions, (h) to unconditionally and irrevocably waive the dissenters' rights pursuant to the Cayman Act in respect to all SPAC Shares held by such Founder Shareholder with respect to the First Merger, to the extent applicable, and (i) not to transfer Company Ordinary Shares, Company Warrants, or Company Ordinary Shares received upon the exercise of any Company Warrants, if any, held by the Founder Shareholders during the period after the Closing as set forth therein, subject to certain exceptions, and Sponsor agrees to subject certain SPAC Class B Ordinary Shares held by it to certain forfeiture and earn-out mechanism;

WHEREAS, SPAC has received concurrently with the execution and delivery of this Agreement, a Shareholder Support Agreement and Deed in the form attached hereto as Exhibit B (the "Company Support Agreement") signed by the Company, SPAC and certain applicable Company Shareholders (each such Company Shareholder, a "Supporting Company Shareholder"), pursuant to which, among other things, and subject to the terms and conditions set forth therein, each Supporting Company Shareholder agrees (a) to vote all the Company Shares held by such Supporting Company Shareholder in favor of the Transactions, (b) to appear at the Company Shareholders' Meeting, or at any adjournment thereof, in person or by proxy for purposes of counting towards a quorum, (c) to vote all Company Shares held by such Supporting Company Shareholder against any proposals that would or would be reasonably likely to in any material respect impede the Transactions, (d) not to transfer any Company Shares held by such Supporting Company Shareholder, subject to certain exceptions, and (e) for the period after the Closing specified therein, not to transfer the Company Ordinary Shares held by such Supporting Company Shareholder, if any, subject to certain exceptions;

WHEREAS, concurrently with the execution and delivery of this Agreement, Lotus Technology Innovation Limited, an indirectly wholly-owned Subsidiary of the Company, has entered into a Distribution Agreement with Lotus Cars Limited in the form attached hereto as Exhibit C (the "Distribution Agreement"), pursuant to which Lotus Technology Innovation Limited will distribute vehicles, parts and certain tools purchased from Lotus Car Limited for sale and provide after sales service;

WHEREAS, concurrently with the execution and delivery of this Agreement, each of Geely International (Hong Kong) Limited and Etika Automotive Sdn Bhd (each, an "LGIL Seller") has respectively entered into a Put Option Agreement with the Company, Lotus Advance Technologies Sdn Bhd, a private limited company incorporated under the laws of Malaysia and Lotus Group International Limited, a private company limited by shares incorporated in England and Wales, in the form attached hereto as Exhibit D-1 and Exhibit D-2 (each, a "Put Option Agreement"), pursuant to which, each LGIL Seller has the right to require the Company to purchase from such LGIL Seller all of the issued and outstanding equity interests held by it in Lotus Advance Technologies Sdn Bhd (or such other holding company determined pursuant to the terms therein), on the terms and subject to the conditions set forth therein;

WHEREAS, at the Closing, the Company, Sponsor, SPAC and certain Company Shareholders shall enter into a registration rights agreement in substantially the form attached hereto as Exhibit E (the "Registration Rights Agreement");

WHEREAS, at the Closing, the Company, SPAC and the warrant agent thereunder shall enter into an assignment, assumption and amendment agreement in substantially the form attached hereto as Exhibit I (the "Assignment, Assumption and Amendment Agreement ") pursuant to which, among other things, (i) SPAC will assign to the Company all of its rights, interests, and obligations in and under the Warrant Agreement, and (ii) the Warrant Agreement will be amended (a) to change all references to Warrants (as such term is defined therein) to Company Warrants (and all references to Ordinary Shares (as such term is defined therein) underlying such warrants to Company Ordinary Shares) and (b) to cause each outstanding Company Warrant to represent the right to receive, from the Closing, one whole Company Ordinary Share;

WHEREAS, the board of directors of SPAC (the " SPAC Board") has unanimously (a) determined that (x) it is fair to, advisable and in the best interests of SPAC to enter into this Agreement and to consummate the Mergers and the other Transactions, and (y) the Transactions constitute a "Business Combination" as such term is defined in the SPAC Charter, (b) (i) approved and declared advisable this Agreement and the execution, delivery and performance hereof, the Mergers and the other Transactions, and (ii) approved and declared advisable the First Plan of Merger, the Second Plan of Merger, the Sponsor Support Agreement, the Assignment, Assumption and Amendment Agreement, the Company Support Agreement, the Registration Rights Agreement, each other Transaction Document to which SPAC is a party and the execution, delivery and performance thereof, (c) resolved to recommend the adoption of this Agreement and the First Plan of Merger by the SPAC Shareholders, and (d) directed that this Agreement and the First Plan of Merger be submitted to the SPAC Shareholders for their approval at the SPAC Shareholders' Meeting;

WHEREAS, (a) the sole director of Merger Sub 1 has (i) determined that it is desirable and in the best interests of Merger Sub 1 to enter into this Agreement and to consummate the First Merger and the other Transactions, (ii) approved and declared desirable this Agreement and the First Plan of Merger and the

execution, delivery and performance of this Agreement and the First Plan of Merger and the consummation of the Transactions and (b) the Company, in its capacity as the sole shareholder of Merger Sub 1, has approved the First Plan of Merger by a written resolution;

WHEREAS, (a) the sole director of Merger Sub 2 has (i) determined that it is desirable and in the best interests of Merger Sub 2 to enter into this Agreement and to consummate the Second Merger and the other Transactions, (ii) approved and declared desirable this Agreement and the Second Plan of Merger and the execution, delivery and performance of this Agreement and the Second Plan of Merger and the consummation of the Transactions and (b) the Company, in its capacity as the sole shareholder of Merger Sub 2, has approved the Second Plan of Merger by a written resolution;

WHEREAS, the board of directors of the Company (the " Company Board") has (a) determined that this Agreement and the other Transaction Documents to which the Company is a party and the consummation of the Transactions would be in the best interests of the Company, (b) authorized and approved the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which the Company is a party and the consummation of the Transactions; and

NOW, **THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, the Company, Merger Sub 1, Merger Sub 2 and SPAC agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1. Definitions. As used herein, the following terms shall have the following meanings:

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

"Affiliate" means, with respect to any Person, any other Person which, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. In the case of a Person which is a fund or which is directly or indirectly Controlled by a fund, the term "Affiliate" also includes (a) any of the general partners of such fund, (b) the fund manager managing such fund, any other person which, directly or indirectly, Controls such fund or such fund manager, or any other funds managed by such fund manager and (c) trusts (excluding the Trust Account for all purposes other than for the sole purpose of the release of the proceeds of the Trust Account in accordance with this Agreement and the Trust Agreement) Controlled by or for the benefit of any Person referred to in (a) or (b);

"Aggregate Cash Proceeds" means, without duplication, an amount equal to (a) all amounts in the Trust Account immediately prior to the Closing (after deducting the SPAC Shareholder Redemption Amount) *plus* (b) the PIPE Financing Proceeds *plus* (c) the Pre-Closing Financing Proceeds; provided that, notwithstanding anything to the contrary in the foregoing, "Aggregate Cash Proceeds" shall not include any PIPE Financing Proceeds or any Pre-Closing Financing Proceeds in connection with the exercise, exchange or conversion of the Equity Securities listed on Section 1.1(a) of the Company Disclosure Letter;

"Anti-Money Laundering Laws" means all financial recordkeeping and reporting requirements and all money laundering related Laws and any related or similar Law issued, administered or enforced by any Governmental Authority and applicable to the Group Companies.

"Benefit Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA, whether or not subject to ERISA) and compensation or benefit plan, program, policy, practice, Contract or other arrangement, including any compensation, severance, termination pay, deferred compensation, retirement, profit sharing, incentive, bonus, health, welfare, performance awards, equity or equity-based compensation (including stock option, equity purchase, equity ownership and restricted stock unit), disability, death benefit, life insurance, fringe benefits, indemnification, retention or stay-bonus, transaction or change-in control agreement, or other compensation or benefits, whether written, unwritten or otherwise, that is

sponsored, maintained, contributed to or required to be contributed to by the Company or its ERISA Affiliates for the benefit of any current or former employee, director or officer or individual contractor of the Company and its Subsidiaries, in each case other than any statutory benefit plan mandated by Law;

"Business" means the businesses of (i) designing, developing, testing, certifying, marketing, selling, distributing and delivering battery electric vehicles ("BEVs") and their hardware and software components, (ii) maintaining, sustaining and supporting, and providing other aftermarket services for, BEVs, including parts distribution and other logistics, maintenance, repair and overhaul services, modifications and training, and (iii) any combination of any aspects of any of the foregoing clauses (i) and (ii), in each case as currently conducted by the Company and its Subsidiaries;

"Business Combination" has the meaning given in the SPAC Charter;

"Business Data" means confidential or proprietary data, databases, data compilations and data collections (including customer databases), and technical, business and other information and data, including Personal Data to the extent collected, used, stored, shared, distributed, transferred, disclosed, destroyed, disposed of or otherwise Processed by or on behalf of the Company or any of its Subsidiaries;

"Business Day" means a day on which commercial banks are open for business in New York, U.S., the Cayman Islands and the PRC, except a Saturday, Sunday or public holiday (gazetted or ungazetted and whether scheduled or unscheduled);

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

"Code" means the United States Internal Revenue Code of 1986, as amended;

"Company Acquisition Proposal" means (a) any, direct or indirect, acquisition by any third party, in one transaction or a series of transactions, of the Company or of more than 10% of the consolidated total assets, Equity Securities or businesses of the Company and its Controlled Affiliates taken as a whole (whether by merger, consolidation, scheme of arrangement, business combination, reorganization, recapitalization, purchase or issuance of Equity Securities, purchase of assets, tender offer or otherwise) other than the Transactions; (b) any direct or indirect acquisition by any third party, in one transaction or a series of transactions, of voting Equity Securities representing more than 10%, by voting power, of (x) the Company (whether by merger, consolidation, recapitalization, purchase or issuance of Equity Securities, tender offer or otherwise) or (y) the Company's Controlled Affiliates which comprise more than 10% of the consolidated total assets, revenues or earning power of the Company and its Controlled Affiliates taken as a whole, other than the Transactions, (c) any direct or indirect acquisition by any third party, in one transaction or a series of transactions, of more than 10% of the consolidated total assets, revenues or earning power of the Company and its Controlled Affiliates, taken as a whole, other than by SPAC or its Affiliates or pursuant to the Transactions or (d) the issuance by the Company of more than 10% of its voting Equity Securities as consideration for the assets or securities of a third party (whether an entity, business or otherwise), except in any such case as permitted under Section 5.1(c) or Section 5.1(d);

"Company Charter" means the Fifth Amended and Restated Memorandum and Articles of Association of the Company, adopted pursuant to a special resolution passed on September 20, 2022 and effective on October 11, 2022;

"Company Contract" means any Contract to which a Group Company is a party or by which a Group Company is bound and for which performance of substantive obligations is ongoing;

"Company IP" means, collectively: (a) all Owned IP, and (b) all other Intellectual Property to the extent licensed, used or held for use, to or by the Company or any of its Subsidiaries, or in the conduct of the Business;

"Company Material Adverse Effect" means any Event that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the business, assets and liabilities, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole or (ii) the ability of the Company, any of its Subsidiaries or either Merger Sub to consummate the Transactions; provided, however, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "Company Material Adverse Effect":

(a) any change in applicable Laws or GAAP or any interpretation thereof following the date of this Agreement, (b) any change in interest rates or economic, political, business or financial market conditions generally, (c) the taking or refraining from taking of any action expressly required to be taken or refrained from being taken under this Agreement, (d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), epidemic or pandemic (including any COVID-19 Measures or any change in such COVID-19 Measures or interpretations following the date of this Agreement), acts of nature or change in climate, (e) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, riots or insurrections, (f) any failure in and of itself of the Company and any of its Subsidiaries to meet any projections or forecasts, provided, however, that the exception in this clause (f) shall not prevent or otherwise affect a determination that any Event underlying such failure has resulted in or contributed to a Company Material Adverse Effect except to the extent such Event is within the scope of any other exception within this definition, (g) any Events generally applicable to the industries or markets in which the Company or any of its Subsidiaries operate, (h) any action taken by SPAC, or taken at the written request of SPAC, or (i) the announcement of this Agreement or the consummation of the Transactions; provided, however, that in the case of each of clauses (b), (d), (e) and (g), any such Event to the extent it disproportionately affects the Company or any of its Subsidiaries relative to other similarly situated participants in the industries and geographies in which such Persons operate shall not be excluded from the determination of whether there has been, or would reasonably be expected to be, a Company Material Adverse Effect, but only to the extent of the incremental disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to such similarly situated participants;

"Company Options" means all outstanding options exercisable to purchase Company Shares pursuant to the ESOP or otherwise, as adjusted to give effect to the Recapitalization;

"Company Ordinary Shares" means ordinary shares of the Company, par value $0.00001 per share, as further described in the A&R Company Charter;

"Company Product" means each of the products and services that have been marketed, distributed, licensed, sold, offered, or otherwise provided or made available, in each case, by the Company or any of its Subsidiaries, including all versions of any of the foregoing;

"Company Shareholder" means any holder of any issued and outstanding Ordinary Shares, Preferred Shares or Company Ordinary Shares, as applicable, as of any determination time prior to the First Effective Time;

"Company Shareholders' Approval " means (i) (x) the adoption of the A&R Company Charter, (y) the Preferred Share Conversion and (z) Re-designation, in each case, by the Company Shareholders by a special resolution passed by the affirmative vote of the holders of at least two-thirds (2/3) of the issued and outstanding Company Shares, voting together as a single class, which, being entitled to do so, attend and vote in person or by proxy at a general meeting of the Company at which a quorum is present and of which notice specifying the intention to propose the resolution as a special resolution has been duly given, or by unanimous written resolutions approved by all of the Company Shareholders entitled to vote at a general meeting of the Company, pursuant to the terms and subject to the conditions of the Company Charter and applicable Law, (ii) the approval of the Recapitalization by the Company Shareholders by an ordinary resolution passed by the affirmative vote of the holders of a simple majority of the issued and outstanding Company Shares which, being entitled to do so, attend and vote in person or by proxy at a general meeting of the Company at which a quorum is present and of which notice specifying the intention to propose the resolution as an ordinary resolution has been duly given, or by unanimous written resolutions approved by all of the Company Shareholders entitled to vote at a general meeting of the Company, pursuant to the terms and subject to the conditions of the Company Charter and applicable Law ((i) and (ii) are collectively referred to as the "Required Shareholders' Approval"), and (iii) the approval of the adoption of the A&R Company Charter by written consent of Geely and Etika (each as defined in the Shareholders Agreement);

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

"Company Transaction Expenses" means any fees and expenses payable by the Company or any of its Subsidiaries or Affiliates (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation and consummation of the Transactions, including (a) all fees, costs, expenses,

brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, including the Exchange Agent, consultants and public relations firms, and (b) any and all filing fees payable by the Company or any of its Subsidiaries or Affiliates to the Governmental Authorities in connection with the Transactions, except that the Company shall only be responsible for fifty percent (50%) of the fees, costs and expenses incurred in connection with (x) any filing, submission or application for the Governmental Order pertaining to the anti-trust Laws applicable to the Transactions and (y) the preparation, filing and mailing of the Proxy/Registration Statement in connection with the Transactions;

"Competing SPAC" means any publicly traded special purpose acquisition company other than SPAC;

"Contemplated Business" means the businesses listed on Section 1.1(b) of the Company Disclosure Letter, as planned to be conducted by the Company or any of its Subsidiaries as of the date hereof (including designing, developing, manufacturing, testing, certifying, marketing, selling, leasing, distribution and delivering BEV charging equipment, including charging poles (the "Charging Business"));

"Contemplated Company Products" means, with respect to the Contemplated Business, (i) products and services associated with vehicle types 133, 134 and 135, and (ii) any products and services that have been or are being developed and are scheduled for release within the twelve (12) months after the Closing, by the Company or any of its Subsidiaries; in each case, including all versions of any of the foregoing;

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

"Control" in relation to any Person means (a) the direct or indirect ownership of, or ability to direct the casting of, more than fifty percent (50%) of the total voting rights conferred by all the shares then in issue and conferring the right to vote at all general meetings of such Person; (b) the ability to appoint or remove a majority of the directors of the board or equivalent governing body of such Person; (c) the right to control the votes at a meeting of the board of directors (or equivalent governing body) of such Person; or (d) the ability to direct or cause the direction of the management and policies of such Person whether by Contract or otherwise, and "Controlled" and "under common Control with" shall be construed accordingly;

"Control Documents" means the agreements entered into from time to time that provide to Wuhan Lotus Technology exclusive contractual control over Wuhan Lotus E-Commerce and its Subsidiaries and allow the Company to consolidate one hundred percent (100%) of the financial statements of Wuhan Lotus E-Commerce and its Subsidiaries with those of the Company for financial reporting purpose under GAAP, including the following contracts and documents (each as amended, supplemented, restated or replaced from time to time) collectively: (i) an Exclusive Consultancy and Service Agreement (《独家咨询和服务协议》) entered into by and between Wuhan Lotus Technology and Wuhan Lotus E-Commerce as of March 8, 2022; (ii) an Exclusive Call Option Agreement (《独家购买权协议》) entered into by and among Wuhan Lotus Technology, Wuhan Lotus E-Commerce and the equity holders of Wuhan Lotus E-Commerce, Mr. Li Shufu (李书福), Mr. Feng Qingfeng (冯擎峰), Mr. Li Donghui (李东辉) and Mr. Liu Bin (刘斌), as of March 8, 2022; (iii) four Proxy Agreements (《授权委托书》) respectively executed and issued by the equity holders of Wuhan Lotus E-Commerce, Mr. Li Shufu (李书福), Mr. Feng Qingfeng (冯擎峰), Mr. Li Donghui (李东辉) and Mr. Liu Bin (刘斌), as of March 8, 2022; (iv) an Equity Pledge Agreement (《股权质押协议》) entered into by and among Wuhan Lotus Technology, Wuhan Lotus E-Commerce and the equity holders of Wuhan Lotus E-Commerce, Mr. Li Shufu (李书福), Mr. Feng Qingfeng (冯擎峰), Mr. Li Donghui (李东辉) and Mr. Liu Bin (刘斌), as of March 8, 2022; and (v) three Letters of Spousal Consent (**《□□□□□》**) respectively executed and issued by the spouses of applicable equity holders of Wuhan Lotus E-Commerce, Ms. Wang Li (王丽), Ms. Du Li (杜丽) and Ms. Wu Yinghong, as of March 8, 2022;

"Copyrights" means copyrights, rights in works of authorship and mask works;

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

"COVID-19 Measures" means any quarantine, "shelter in place," "stay at home," workforce reduction, social distancing, shut down, closure, sequester, safety or similar Law, directive, guidelines or recommendations promulgated by any Governmental Authority, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or in response to COVID-19;

"Data Protection Laws" means, collectively: (a) all Privacy Laws and (b) all applicable Laws to the extent concerning protection of cyber security, or privacy, data security or data protection or transfer (including cross-border transfer), including PRC Cybersecurity Law and PRC Data Protection Law;

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

"DTC" means the Depository Trust Company;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, option, right of first offer, refusal or negotiation, license, covenant not to sue, hypothecation, assignment, deed of trust, title retention or other similar encumbrance of any kind whether consensual, statutory or otherwise;

"Environmental Laws" means all Laws concerning pollution, protection of the environment, or human health or safety;

"Equity Securities" means, with respect to any Person, (a) any capital stock, shares, equity interests, membership interests, partnership interests or registered capital, joint venture or similar interest, or other voting securities of, or other ownership interests in, such Person, (b) any securities of such Person (for the avoidance of doubt, including debt securities) that are directly or indirectly convertible into, or exercisable or exchangeable for, such capital stock, shares, equity interests, membership interests, partnership interests or registered capital, joint venture or similar interest, or other voting securities of, or other ownership interests in, such Person (whether or not such derivative securities are issued by such Person), (c) any warrants, calls, notes, options or other rights to acquire from such Person, or other obligations of such Person to issue, (i) any shares of capital stock, shares, equity interests, membership interests, partnership interests or registered capital, joint venture or similar interest, or other voting securities of, or other ownership interests in, or (ii) securities convertible into or exchangeable or exercisable for, shares of capital stock, shares, equity interests, membership interests, partnership interests or registered capital, joint venture or similar interest, or other voting securities of, or other ownership interests in, such Person, and (d) any restricted shares, stock appreciation rights, restricted units, performance units, contingent value rights, "phantom" stock or similar securities or rights (including, for the avoidance of doubt, interests with respect to an employee share ownership plan) issued by or with the approval of such Person that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital or capital stock or other voting securities of, other ownership interests in, or any business, products or assets of, such Person;

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

"ERISA Affiliate" of any entity means each entity that is or was at any time treated as a single employer with such entity for purposes of Section 4001(b)(1) of ERISA or Section 414 of the Code;

"ESOP" means the 2022 Stock Incentive Plan of the Company adopted on September 12, 2022, as may be amended from time to time;

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

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

"Extension Expenses" means the costs and expenses incurred by SPAC, Sponsor or any of their Affiliates in connection with extending the Business Combination Deadline beyond March 15, 2023, including any amount deposited by Sponsor in the Trust Account in connection with such extension;

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

"Fully-Diluted Company Shares" means, without duplication, (a) the aggregate number of Company Shares (i) that are issued and outstanding immediately prior to the Recapitalization and (ii) that are issuable (A) upon the exercise of all Company Options (calculated using the treasury stock method of accounting), and (B) upon the exercise, exchange or conversion of any other Equity Securities of the Company, in each case of clauses (A) and (B), that are issued and outstanding immediately prior to the Recapitalization (whether or not then vested or exercisable as applicable) *minus* (b) the Company Shares held by the Company or any Subsidiary of the Company (if applicable) as treasury shares; provided that, notwithstanding anything to the contrary in the foregoing, "Fully-Diluted Company Shares" shall not include any Company Shares issuable upon the exercise, exchange or conversion of the Equity Securities listed on Section 1.1(a) of the Company Disclosure Letter;

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

"Government Official" means any officer, cadre, civil servant, employee or any other person acting in an official capacity for any Governmental Authority (including any government-owned or government-Controlled enterprise, political party, or public or international organization), or any candidate (or those who act in an official capacity for any candidate) for governmental or political office;

"Governmental Authority" means the government of any nation, province, state, city, locality or other political subdivision of any thereof, any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government, regulation or compliance, or any arbitrator or arbitral body, any self-regulated organization, stock exchange, or quasi-governmental authority;

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

"Group" or "Group Companies" means the Company and its Subsidiaries, and " Group Company" means any of them;

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

"Intellectual Property" means all intellectual property, industrial property and proprietary rights in any and all jurisdictions worldwide, including: (a) Patents, (b) Trademarks, (c) Copyrights, (d) rights in Software, (e) Trade Secrets, (f) "moral" rights, rights of publicity or privacy, data base or data collection rights and other similar intellectual property rights, (g) registrations, applications, extensions, combinations, divisions, reissues and renewals for any of the foregoing in (a)-(d), and (h) all rights in all of the foregoing (a)-(g), including all rights to claim for damages by reason of infringement, misappropriation or violation thereof, with the right to sue for, and collect the same;

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

"IT Systems" means servers, hardware, Software (including in Company Products), websites, databases, circuits, networks, workstations, routers, hubs, data communication or telecommunications equipment and

lines, co-location facilities and other information technology, computer and telecommunication systems, platforms, assets and equipment to the extent used or held for use by or for the Business;

"Knowledge of SPAC" or any similar expression means the knowledge of the individuals listed on Section 1.1(a) of the SPAC Disclosure Letter, or the knowledge that any of them would be deemed to have following a reasonable inquiry of his or her direct reports responsible for the applicable subject matter;

"Knowledge of the Company" or any similar expression means the knowledge of the individuals listed on Section 1.1(c) of the Company Disclosure Letter, or the knowledge that any of them would be deemed to have following a reasonable inquiry of his or her direct reports responsible for the applicable subject matter;

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

"Leased Real Property" means any real property subject to a Company Lease;

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

"Material Contracts" means, collectively, each currently effective Company Contract (other than any Benefit Plan, but including, for the avoidance of doubt, any Company Contract with outstanding obligations) that:

(i) involves obligations (contingent or otherwise), payments or revenues to or by the Company or any of its Subsidiaries in excess of $10,000,000 during the twelve-month period ended on September 30, 2022;

(ii) is with each of the Top 10 Suppliers (other than purchase orders under a master purchase, supply or services agreement);

(iii) is with a Related Party (other than those employment agreements, indemnification agreements, Contracts covered by any Benefit Plan, confidentiality agreements, non-competition agreements or any other agreement of similar nature entered into in the Ordinary Course with employees or technical consultants) with an amount of over $10,000,000;

(iv) involves (A) indebtedness for borrowed money having an outstanding principal amount in excess of $10,000,000 or (B) an extension of credit, a guaranty, surety, deed of trust, or the grant of an Encumbrance, in each case, to secure any Indebtedness having a principal or stated amount in excess of $10,000,000;

(v) involves the lease, license, sale, use, disposition or acquisition of a business or assets constituting a business involving (A) purchase price, payments or revenues in excess of $10,000,000, or (B) any "earn-out" or deferred or contingent purchase price payment obligation, in each case, that remains outstanding or under which there are continuing obligations (excluding acquisitions or dispositions in the Ordinary Course or dispositions of tangible assets that are obsolete, worn out, surplus or no longer used in the conduct of the Business);

(vi) (A) relates to the license, sublicense, grant of other rights (including covenant not to sue), creation, development, assignment or transfer of any material Owned IP or any material Company Product or material Contemplated Company Product, (B) restricts any Group Company's ability to assign, transfer, license, use or enforce any material Owned IP, (C) relates to the license, sublicense, grant of other rights (including covenant not to sue) of material Company IP, (D) with any Governmental Authority which restricts any Group Company's ability to use any Intellectual Property or Business Data in any material respect, (E) includes any obligation of any Group Company to pay any royalties or other amounts in excess of $500,000 on an annual basis for the use of any Company IP, or (F) relates to the disclosure of or access to any Company Source Code; in the case of the foregoing clauses, other than (1) Open Source Software licenses and non-exclusive licenses of commercially-available, off-the-shelf

software with an annual fee of less than $500,000, (2) any non-exclusive license of Company IP granted by the Company in connection with the manufacture, sale and use of the Company's products in the Ordinary Course, and (3) assignments of Intellectual Property to the Company or any of its Subsidiaries under Contracts with their (i) employees and (ii) contractors, and in the case of (ii), similar in all material respects to the Company's form entered into in the Ordinary Course;

(vii) involves the waiver, compromise or settlement of any dispute, claim, litigation or arbitration resulting in payment obligation of any Group Company with an amount higher than $1,000,000;

(viii) grants a right of first refusal, right of first offer or similar right with respect to any material properties, assets or businesses of the Company and its Subsidiaries, taken as a whole;

(ix) contains covenants of the Company or any of the Company's Subsidiaries (A) prohibiting or limiting the right of the Company or any of the Company's Subsidiaries to engage in or compete with any Person in any line of business in any material respect, or (B) prohibiting or restricting the Company's or the Company's Subsidiaries ability to conduct their respective business with any Person in any geographic area in any material respect, in each cases, other than Contracts entered into in the Ordinary Course which include exclusivity provisions;

(x) with any Governmental Authority or state-owned enterprise which involves obligations (contingent or otherwise), payments or revenues to or by the Group in excess of $1,000,000 in the twelve-month period ended on September 30, 2022;

(xi) involves the establishment, contribution to, or operation of a partnership, joint venture or similar arrangement, or involving a sharing of profits or losses, involving payments of an amount higher than $10,000,000;

(xii) explicitly requires capital expenditure in a single transaction for the Company or any of its Subsidiaries after the date of this Agreement in an amount in excess of $5,000,000;

(xiii) contains any exclusivity, "most favored nation", minimum use or purchase requirements;

(xiv) relates to the sale, issuance, grant, exercise, award, exchange, conversion, purchase, repurchase or redemption of any Equity Securities of a Group Company under which there is any outstanding or continuing obligations on the part of any Group Company or the applicable counterparties; or

(xv) is a collective bargaining agreement with a Union.

"Merger Consideration" means the right to receive such number of Company Ordinary Shares by SPAC Shareholders pursuant to Section 2.3(c);

"NDA" means the Confidential Disclosure Agreement, dated as of November 14, 2022, between SPAC and the Company;

"Open Source Software" means any Software that is distributed or otherwise made available under "open source", "community", or "free software" terms, including: (a) any license that has been approved by the Open Source Initiative, a list of which is available at https://opensource.org/licenses; (b) any license that meets the Open Source Definition promulgated by the Open Source Initiative, which is available at https://opensource.org/osd; (c) any copyleft license; and (d) any license that is substantially similar to those described in any, all, or any combination of the foregoing clauses (a)-(c);

"Ordinary Course" means, with respect to an action taken or refrained from being taken by a Person, that such action or omission is taken in the ordinary course of the operations of such Person consistent with past practice, as the same may be varied, in good faith and on a commercially reasonable basis, in connection with the Company's conduct of any Contemplated Business;

"Ordinary Shares" has the meaning given to that term in the Company Charter;

"Organizational Documents" means, with respect to any Person that is not an individual, its certificate of incorporation and bylaws, memorandum and articles of association, limited liability company agreement, or similar organizational documents, in each case, as amended or restated;

"Owned IP" means all Intellectual Property owned or purported to be owned by the Company or any of its Subsidiaries, including all Intellectual Property set forth or required to be set forth in Section 3.15(a)(1) of the Company Disclosure Letter;

"Owned Real Property" means any real property owned by the Company or any of its Subsidiaries;

"Patents" means patents, including utility models, industrial designs and design patents, and applications therefor (and any patents that issue as a result of those patent applications), and including all divisionals, continuations, continuations-in-part, continuing prosecution applications, substitutions, reissues, re-examinations, renewals, provisionals and extensions thereof, and any counterparts worldwide claiming priority therefrom;

"Permitted Encumbrances" means (a) Encumbrances for Taxes, assessments and governmental charges or levies not yet due and payable or that are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; (b) mechanics', carriers', workmen's, repairmen's, materialmen's or other Encumbrances arising or incurred in the Ordinary Course in respect of amounts that are not yet due and payable; (c) rights of any third parties that are party to or hold an interest in any Contract to which the Company or any of its Subsidiaries is a party (in each case not arising as a result of any default by the Company or any of its Subsidiaries thereunder and other than any license or covenant not to sue with respect to any Intellectual Property); (d) defects or imperfections of title, easements, encroachments, covenants, rights-of-way, conditions, matters that would be apparent from a physical inspection or current, accurate survey of such real property, restrictions and other similar charges or Encumbrances that do not materially interfere with the present use of the Leased Real Property, (e) with respect to any Leased Real Property (i) the interests and rights of the respective lessors with respect thereto, including any statutory landlord liens and any Encumbrances thereon, (ii) any Encumbrances permitted under the Company Lease, and (iii) any Encumbrances encumbering the real property of which the Leased Real Property is a part, (iv) zoning, building, entitlement and other land use and environmental regulations promulgated by any Governmental Authority that do not materially interfere with the current use of the Leased Real Property, (f) licenses of Intellectual Property granted by the Company or any of its Subsidiaries in the Ordinary Course, (g) Ordinary Course purchase money Encumbrances and Encumbrances securing rental payments under operating or capital lease arrangements for amounts not yet due or payable, (h) other Encumbrances arising in the Ordinary Course and not incurred in connection with the borrowing of money and on a basis consistent with past practice in connection with workers' compensation, unemployment insurance or other types of social security (in each case not arising as a result of any default by the Company or any of its Subsidiaries thereunder), (i) reversionary rights in favor of landlords under any Company Leases with respect to any of the buildings or other improvements owned by the Company or any of its Subsidiaries, (j) any other Encumbrances (other than with respect to Intellectual Property) that have been incurred or suffered in the Ordinary Course and do not materially impair the existing use of the property affected by such Encumbrance and (k) any Encumbrance disclosed in Section 1.1(d) of the Company Disclosure Letter;

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

"Personal Data" means (a) all data and information that, whether alone or in combination with any other data or information, identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person, household, or his, her or its device, including, to the extent constituting or comprising the foregoing, name, street address, telephone number, email address, photograph, social security number, government-issued ID number, customer or account number, health information, financial information, device identifiers, transaction identifier, cookie ID, browser or device fingerprint or other probabilistic identifier, IP addresses, physiological and behavioral biometric identifiers, viewing history, platform behaviors, and any other similar piece of data or information; and (b) all other personal data;

"PIPE Financing Proceeds" means cash proceeds that will be funded prior to, concurrently with, or immediately after, the Closing to the Company in connection with the PIPE Financing;

"PRC" means the People's Republic of China excluding, for the purposes of this Agreement only, the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan;

"Pre-Closing Financing Proceeds" means cash proceeds that will be funded to the Company in connection with the Pre-Closing Financing;

"Preferred Shares" means, collectively, Series Pre-A Preferred Shares and Series A Preferred Shares;

"Price per Share" means $5,500,000,000 divided by the Fully-Diluted Company Shares;

"Privacy Laws" means all applicable Laws concerning the Processing of Personal Data, including incident reporting and Security Incident notifying requirements;

"Process," "Processing" or "Processed" means the access, use, collection, creation, processing, receipt, storage, recording, organization, structuring, adaption, alteration, transfer, retrieval, consultation, transmit, sharing, distribution, disclosure, dissemination, making available, alignment, combination, restriction, disposal, erasure or destruction of any information or data (including Personal Data);

"Prohibited Person" means any Person that is (a) a national or resident of or organized or located in any Sanctioned Territory, (b) included on any Sanctions-related list of blocked or designated parties maintained by the U.S. Commerce Department, the U.S. Department of Treasury, and the U.S. Department of State, the United Nations Security Council, HM Treasury of the United Kingdom, or the European Union; (c) owned fifty percent or more, directly or indirectly, by a Person included on any Sanctions-related list of blocked or designated parties, as described in clause (b) above; (d) is a Person acting in his or her official capacity as a director, officer, employee, or agent of a Person included on any Sanctions-related list of blocked or designated parties, as described in clause (b) above; or (e) a Person with whom business transactions, including exports and imports, are otherwise restricted by Sanctions, including, in each clause above, any updates or revisions to the foregoing and any newly published rules;

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

"Recapitalization Factor" means the quotient obtained by *dividing* the Price per Share *by* $10.00;

"Redeeming SPAC Shares" means SPAC Ordinary Shares in respect of which the eligible (as determined in accordance with the SPAC Charter) holder thereof has validly exercised (and not validly revoked, withdrawn or lost) his, her or its SPAC Shareholder Redemption Right;

"Registered IP" means Owned IP issued by, registered, recorded or filed with, renewed by or the subject of a pending application before any Governmental Authority, Internet domain name registrar or other authority;

"Related Entity" means Geely International (Hong Kong) Limited, Lotus Group International Limited, or any of their respective Affiliates (excluding the Company or any of its subsidiaries);

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

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

"Required Governmental Authorizations" means all material franchises, approvals, permits, consents, qualifications, certifications, authorizations, licenses, orders, registrations, certificates, variances or other similar permits, rights and all pending applications therefor from or with the relevant Governmental Authority

required to operate the business of the Company and any of its Subsidiaries, as currently conducted, in accordance with applicable Law;

"Sanctioned Territory" means, at any time, a country or territory which is itself the subject or target of any Sanctions and is subject to a general export, import, financial or investment embargo (at the time of this Agreement, the Crimea region of Ukraine, Cuba, the so-called Donetsk and Luhansk People's Republic region of Ukraine, Iran, North Korea, and Syria).

"Sanctions" means those trade, economic and financial sanctions and export controls laws, regulations, embargoes, and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by (a) the United States (including the United States Commerce Department's Denied Parties List, Entity List, and Unverified Lists, the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers List, or Specially Designated Terrorists List, Specially Designated Global Terrorists List, or the Annex to Executive Order No. 13224, and the Department of State's Debarred List), (b) the European Union and enforced by its member states, (c) the United Nations Security Council, (d) His Majesty's Treasury of the United Kingdom and (e) any other applicable similar trade, economic and financial sanctions administered by a Governmental Authority;

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

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

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

"Securities Act" means the United States Securities Act of 1933;

"Security Incident" means any actual or suspected data breach, ransomware, phishing or other security incident or Event that resulted in the accidental, unauthorized or unlawful destruction, loss, alteration, corruption, or accidental, unauthorized or unlawful disclosure of, or access to or use or Processing of, (i) any Personal Data included in the Business Data, which has been, or is required under any Data Protection Laws to be, notified to a supervisory or regulatory authority or any other Person, or (ii) any Business Data (including Personal Data) or IT Systems which exposes the Company or any of its Subsidiaries to any material Action or Liabilities or results in any material disruption of any IT Systems or the Business;

"Series A Preferred Shares" has the meaning given to that term in the Company Charter;

"Series Pre-A Preferred Shares" has the meaning given to that term in the Company Charter;

"Shareholders Agreement" means the Fourth Amended and Restated Shareholders Agreement in respect of the Company, dated as of September 20, 2022;

"Social Insurance" means any form of social insurance required under applicable Laws, including without limitation, the PRC national and local contributions for pensions, medical insurance, unemployment insurance, work-related injury insurance, pregnancy benefits, and housing accumulation funds;

"Software" means software of any type (including computer programs, applications, object code, binary code, source code, middleware, interfaces, firmware, mask works, microcode, software development kits, libraries, tools, compiled or interpreted programmable logic, objects, bytecode, machine code, subroutines or other code, and software implementations of algorithms, models and methodologies, whether embodied in hardware, firmware or otherwise), integrated circuits, architecture, schematics, description language, and documentation to the extent related to any of the foregoing, including intellectual property, industrial property and proprietary rights in and to any of the foregoing;

"SPAC Acquisition Proposal" means: (a) any, direct or indirect, acquisition, merger, domestication, reorganization, business combination, "initial business combination" under SPAC's IPO prospectus or similar transaction, in one transaction or a series of transactions, involving SPAC or involving all or a material portion of the assets, Equity Securities or businesses of SPAC (whether by merger, consolidation, recapitalization,

purchase or issuance of equity securities, purchase of assets, tender offer or otherwise); or (b) any equity or similar investment in SPAC or any of its Controlled Affiliates, in each case, other than the Transactions;

"SPAC Charter" means the Amended and Restated Memorandum and Articles of Association of SPAC, adopted pursuant to a special resolution passed on March 3, 2021, as may be amended from time to time;

"SPAC Class A Ordinary Shares" means Class A ordinary shares of SPAC with a par value of $0.0001 each, as further described in the SPAC Charter;

"SPAC Class B Ordinary Shares" means Class B ordinary shares of SPAC with a par value of $0.0001 each, as further described in the SPAC Charter;

"SPAC Material Adverse Effect" means any Event that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (i) the business, assets and liabilities, results of operations or financial condition of SPAC or (ii) the ability of SPAC to consummate the Transactions; provided, however, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a "SPAC Material Adverse Effect": (a) any change in applicable Laws or GAAP or any interpretation thereof following the date of this Agreement, (b) any change in interest rates or economic, political, business or financial market conditions generally, (c) the taking or refraining from taking of any action expressly required to be taken or refrained from being taken under this Agreement, (d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences), epidemic or pandemic (including any COVID-19 Measures or any change in such COVID-19 Measures or interpretations following the date of this Agreement), acts of nature or change in climate, (e) any acts of terrorism or war, the outbreak or escalation of hostilities, geopolitical conditions, local, national or international political conditions, riots or insurrections, (f) any action taken by the Company, or taken at the written request of the Company, (g) the announcement of this Agreement or the consummation of the Transactions, or (h) any change in the trading price or volume of the SPAC Units, SPAC Ordinary Shares or SPAC Warrants (provided that any underlying Event of such changes referred to in this clause (h) may be considered in determining whether there is a SPAC Material Adverse Effect except to the extent such Event is within the scope of any other exception within this definition); provided, however, that in the case of each of clauses (b), (d) and (e), any such Event to the extent it disproportionately affects SPAC relative to other special purpose acquisition companies shall not be excluded from the determination of whether there has been, or would reasonably be expected to be, a SPAC Material Adverse Effect, but only to the extent of the incremental disproportionate effect on SPAC relative to such other special purpose acquisition companies. Notwithstanding the foregoing, with respect to SPAC, the number of SPAC Shareholders who exercise their SPAC Shareholder Redemption Right or the failure to obtain SPAC Shareholders' Approval shall not be deemed to be a SPAC Material Adverse Effect;

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

"SPAC Preference Shares" means preference shares of SPAC with a par value of $0.0001 each, as further described in the SPAC Charter;

"SPAC Related Party" means any officer, director, employee, partner, member, manager, direct or indirect equityholder (including Sponsor) or Affiliate of either SPAC or Sponsor (or any Affiliate of Sponsor);

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

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

"SPAC Shareholder Redemption Amount" means the aggregate amount payable with respect to all Redeeming SPAC Shares;

"SPAC Shareholder Redemption Right" means the right of an eligible (as determined in accordance with the SPAC Charter) holder of SPAC Ordinary Shares to redeem all or a portion of the SPAC Ordinary Shares held by such holder as set forth in the SPAC Charter in connection with the Transaction Proposals or with the Extension Proposal;

"SPAC Shareholders' Approval" means the vote of SPAC Shareholders required to approve the Transaction Proposals, as determined in accordance with applicable Law and the SPAC Charter;

"SPAC Shares" means the SPAC Ordinary Shares and SPAC Preference Shares;

"SPAC Transaction Expenses" means any fees and expenses paid or payable by SPAC or Sponsor or their respective Affiliates (whether or not billed or accrued for) (i) as a result of or in connection with the negotiation, documentation and consummation of the Transactions, or (ii) otherwise in connection with any business activities and operations of SPAC consistent with its final prospectus, dated as of March 10, 2021 and filed with the SEC on March 12, 2021 (File No. 333-253334), including, without duplication, (a) the Extension Expenses, (b) all fees (including deferred underwriting fees), costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, (c) any Indebtedness of SPAC owed to Sponsor, its Affiliates or its or their respective shareholders or Affiliates, and (d) any and all filing fees to the Governmental Authorities in connection with the Transactions, except that SPAC shall only be responsible for fifty percent (50%) of the fees, costs and expenses incurred in connection with (x) any filing, submission or application for the Governmental Order pertaining to the anti-trust Laws applicable to the Transactions and (y) the preparation, filing and mailing of the Proxy/Registration Statement in connection with the Transactions;

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

"SPAC Warrant" means all outstanding and unexercised warrants issued by SPAC to acquire SPAC Class A Ordinary Shares;

"Stock Exchange" means NYSE or The Nasdaq Stock Market;

"Subsidiary" means, with respect to a Person, any other Person Controlled, directly or indirectly, by such Person and, in case of a limited partnership, limited liability company or similar entity, such Person is a general partner or managing member and has the power to direct the policies, management and affairs of such Person, respectively;

"Tax" or "Taxes" means all U.S. federal, state, local, non-U.S. or other taxes imposed by any Governmental Authority, including all income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, escheat, unclaimed property, environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, alternative or add-on minimum, or estimated taxes, and including any interest, penalty, or addition thereto;

"Tax Returns" means all U.S. federal, state, local, provincial and non-U.S. income and other material returns, declarations, computations, notices, statements, claims, reports, schedules, forms and information returns, including any attachment thereto or amendment thereof, required or permitted to be supplied to, or filed with, a Governmental Authority with respect to Taxes;

"Top 10 Suppliers" means the top 10 suppliers of the Group Companies (calculated based on the aggregate consideration paid by the Group Companies for the twelve (12) months ended December 31, 2021 and the nine (9) months ended September 30, 2022);

"Trade Secrets" means all trade secrets and other confidential or proprietary information, including know-how and inventions (whether or not patentable or reduced to practice), invention disclosures, improvements, source code, documentation, processes, models, technology, formulae, customer lists, supplier lists, data, databases, and data collections and all rights therein, business and marketing plans, methodologies and all other information, in each case, that derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use;

"Trademarks" means trade names, logos, trademarks, service marks, service names, trade dress, company names, collective membership marks, certification marks, slogans, toll-free numbers, domain names, social media handles and accounts, and other forms indicia of origin, whether or not registerable as a trademark in

any given jurisdiction, together with registrations, renewals, and applications therefor, and the goodwill associated with any of the foregoing;

"Transaction Documents" means, collectively, this Agreement, the NDA, the Sponsor Support Agreement, the Company Support Agreement, the Distribution Agreement, each Put Option Agreement, the Registration Rights Agreement, the Assignment, Assumption and Amendment Agreement, the First Merger Filing Documents, the Second Merger Filing Documents, the Lock-Up Agreements, and any other agreements, documents or certificates entered into or delivered pursuant hereto or thereto (including, if any, any Subscription Agreements), and the expression "Transaction Document" means any one of them;

"Transaction Proposals" means the adoption and approval of each proposal reasonably agreed to by SPAC and the Company as necessary or appropriate in connection with the consummation of the Transactions, but in any event including unless otherwise agreed upon in writing by SPAC and the Company: (i) the approval and authorization of this Agreement and the Transactions as a Business Combination, (ii) the approval and authorization of the First Merger and the First Plan of Merger, (iii) the approval and authorization of the Second Merger and the Second Plan of Merger, (iv) the adoption and approval of a proposal for the adjournment of the SPAC Shareholders' Meeting, if necessary, to permit further solicitation and vote of proxies because there are not sufficient votes to approve and adopt any of the foregoing or in order to seek withdrawals from SPAC Shareholders who have exercised their SPAC Shareholder Redemption Right if the number of Redeeming SPAC Shares is such that the condition in Section 8.3(c) would not be satisfied, and (v) the adoption and approval of each other proposal that the Stock Exchange or the SEC (or staff members thereof) indicates (x) are necessary in its comments to the Proxy/Registration Statement or correspondence related thereto and (y) are required to be approved by the SPAC Shareholders or the Company Shareholders in order for the Closing to be consummated;

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

"Union" means any union, works council or other employee representative body;

"U.S." means the United States of America;

"Warrant Agreement" means the Warrant Agreement, dated as of March 10, 2021, by and between SPAC and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent;

"Working Capital Loans" means any loan made to SPAC by any of Sponsor, an Affiliate of Sponsor, or any of SPAC's officers or directors, and evidenced by a promissory note, for the purpose of financing costs incurred in connection with a Business Combination;

"Wuhan Lotus Technology" means Wuhan Lotus Technology Co., Ltd. (□□□□□□□□□□□□), an indirect wholly-owned PRC Subsidiary of the Company; and

"Wuhan Lotus E-Commerce" means Wuhan Lotus E-Commerce Co., Ltd. (□□□□□□□□□□□□□□□), an indirect wholly-owned PRC Subsidiary of the Company.

Section 1.2. Construction.

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

the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (xii) references to "written" or "in writing" include in electronic form; (xiii) a reference to any Person includes such Person's predecessors, successors and permitted assigns; and (xiv) "made available to SPAC" (and all similar phrases used herein that mean such) shall mean present in the online data room maintained for purposes of the Transactions at least two (2) Business Days prior to the date hereof, which online data room (including all of its contents as of two (2) Business Days prior to the date hereof) shall be maintained by the Company without any deletion or modification and continue to be available to SPAC and its Representatives following the date hereof until the Closing.

(b) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(c) References to "$," "dollar," or "cents" are to the lawful currency of the United States of America.

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

(e) All accounting terms used in this Agreement and not expressly defined in this Agreement shall have the meanings given to them under GAAP.

(f) Unless the context of this Agreement otherwise requires, (i) references to SPAC with respect to periods following the First Effective Time shall be construed to mean Surviving Entity 1 and vice versa and (ii) references to Merger Sub 2 with respect to periods following the Second Effective Time shall be construed to mean Surviving Entity 2 and vice versa.

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

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

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

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

ARTICLE II

TRANSACTIONS; CLOSING

Section 2.1. Pre-Closing Actions. On the Closing Date, immediately prior to the First Effective Time, the following actions shall take place or be effected (in the order set forth in this Section 2.1):

(a) *Preferred Share Conversion*. Each of the Preferred Shares that is issued and outstanding immediately prior to such time shall be converted into one Ordinary Share on a one-for-one basis, by re-designation and re-classification, in accordance with the Company Charter (the "Preferred Share Conversion").

(b) *Organizational Documents of the Company*. The amended and restated memorandum and articles of association of the Company attached hereto as Exhibit H (the "A&R Company Charter") shall be adopted and become effective.

(c) *Re-designation*. Immediately following the Preferred Share Conversion and immediately prior to the Recapitalization, 500,000,000 authorized but unissued Ordinary Shares shall be re-designated as shares of a par value of US$0.00001 each of such class or classes (however designated) as the Company Board may determine in accordance with the A&R Company Charter (the "Re-designation"), such that the authorized share capital of the Company shall be US$50,000 divided into 5,000,000,000 shares of par value of US$0.00001 each, consisting of 4,500,000,000 ordinary shares of a par value of US$0.00001 each, and 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the Company Board may determine in accordance with the A&R Company Charter.

(d) *Recapitalization*.

(i) Immediately following the Re-designation and prior to the First Effective Time, each issued Company Ordinary Share shall be recapitalized by way of a repurchase in exchange for the issuance of such number of Company Ordinary Shares equal to the Recapitalization Factor (i.e., one such Company Ordinary Share multiplied by the Recapitalization Factor) (the "Recapitalization"); provided that no fraction of a Company Ordinary Share will be issued by virtue of the Recapitalization, and each Company Shareholder that would otherwise be so entitled to a fraction of a Company Ordinary Share (after aggregating all fractional Company Ordinary Shares that otherwise would be received by such Company Shareholder) shall instead be entitled to receive such number of Company Ordinary Shares to which such Company Shareholder would otherwise be entitled, rounded down to the nearest whole number.

(ii) Any Company Options issued and outstanding immediately prior to the Recapitalization shall be adjusted to give effect to the foregoing transactions, such that (a) each Company Option shall be exercisable for that number of Company Ordinary Shares equal to the product of (x) the number of Ordinary Shares subject to such Company Option immediately prior to the Recapitalization *multiplied by* (y) the Recapitalization Factor, such number of Company Ordinary Shares to be rounded down to the nearest whole number; and (b) the per share exercise price for each Company Ordinary Share, as the case may be, issuable upon exercise of the Company Options, as adjusted, shall be equal to the quotient (rounded up to the nearest whole cent) obtained by *dividing* (x) the per share exercise price for each Ordinary Share subject to such Company Option immediately prior to the First Effective Time *by* (y) the Recapitalization Factor (together with the adoption of the A&R Company Charter, Preferred Share Conversion, the Re-designation and the Recapitalization, the "Capital Restructuring"). Subject to and without limiting anything contained in Section 6.1, the Recapitalization Factor shall be adjusted to reflect appropriately the effect of any share subdivision, capitalization, share dividend or share distribution (including any dividend or distribution of securities convertible into Company Shares), reorganization, recapitalization, reclassification, consolidation, exchange of shares or other like change (in each case, other than the Capital Restructuring) with respect to Company Shares occurring on or after the date hereof and prior to the Closing Date.

Section 2.2. The Mergers.

(a) *The First Merger*. Subject to Section 2.2(c), on the date which is three (3) Business Days after the first date on which all conditions set forth in Article VIII that are required hereunder to be satisfied on or prior to the Closing shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof), or at such other time or in such other manner as shall be agreed upon by the Company and SPAC in writing, the closing of the Transactions contemplated by this Agreement with respect to the Mergers (the "Closing") shall take place remotely by conference call and exchange of documents and signatures in accordance with Section 10.9. At the Closing, Merger Sub 1 shall merge with and into SPAC, with SPAC being the surviving company (as defined in the Cayman Act) in the First Merger (the day on which the Closing occurs, the "Closing Date"). On the Closing Date, SPAC and Merger Sub 1 shall execute and cause to be filed with the Cayman Registrar, the First Plan of Merger and such other documents as may be required

in accordance with the applicable provisions of the Cayman Act or by any other applicable Law to make the First Merger effective (collectively, the "First Merger Filing Documents"). The First Merger shall become effective at the time when the First Plan of Merger is registered by the Cayman Registrar or at such later time permitted by the Cayman Act as may be agreed by Merger Sub 1 and SPAC in writing and specified in the First Plan of Merger (the "First Effective Time").

(b) *The Second Merger*. Immediately following the consummation of the First Merger, Surviving Entity 1 shall merge with and into Merger Sub 2, with Merger Sub 2 being the surviving company (as defined in the Cayman Act) in the Second Merger. Immediately following the consummation of the First Merger, Surviving Entity 1 and Merger Sub 2 shall execute and cause to be filed with the Cayman Registrar, the Second Plan of Merger and such other documents as may be required in accordance with the applicable provisions of the Cayman Act or by any other applicable Law to make the Second Merger effective (collectively, the "Second Merger Filing Documents"). The Second Merger shall become effective at the time when the Second Plan of Merger is registered by the Cayman Registrar or at such later time permitted by the Cayman Act as may be agreed by Surviving Entity 1 and Merger Sub 2 in writing and specified in the Second Plan of Merger (the "Second Effective Time").

(c) *Notice to SPAC Shareholders Delivering Written Objection*. If any SPAC Shareholder gives to SPAC, before the SPAC Shareholders' Approval is obtained at the SPAC Shareholders' Meeting, written objection to the First Merger (each, a "Written Objection") in accordance with Section 238(2) of the Cayman Act:

(i) SPAC shall, in accordance with Section 238(4) of the Cayman Act, promptly give written notice of the authorization of the First Merger (the "Authorization Notice") to each such SPAC Shareholder who has made a Written Objection, and

(ii) unless SPAC and the Company elect by agreement in writing to waive this Section 2.2(c)(ii), no party shall be obligated to commence the Closing, and the First Plan of Merger shall not be filed with the Cayman Registrar until at least twenty (20) days shall have elapsed since the date on which the Authorization Notice is given (being the period allowed for written notice of an election to dissent under Section 238(5) of the Cayman Act, as referred to in Section 239(1) of the Cayman Act), but in any event subject to the satisfaction or waiver of all of the conditions set forth in Section 8.1, Section 8.2 and Section 8.3.

(d) *PIPE Financing Notices*. Promptly following the First Effective Time, the Company shall deliver notices to the parties to the PIPE Financing, if any, to cause the release of funds from escrow to the Company.

(e) *Effect of the Mergers*. The Mergers shall have the effects set forth in this Agreement, the First Plan of Merger, the Second Plan of Merger and the applicable provisions of the Cayman Act. Without limiting the generality of the foregoing, and subject thereto, (a) at the First Effective Time, all the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of Merger Sub 1 and SPAC shall become the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of Surviving Entity 1 (including all rights and obligations with respect to the Trust Account), which shall include the assumption by Surviving Entity 1 of any and all agreements, covenants, duties and obligations of Merger Sub 1 and SPAC to be performed after the First Effective Time set forth in this Agreement and the other Transaction Documents to which Merger Sub 1 or SPAC is a party, and Surviving Entity 1 shall thereafter exist as a wholly-owned Subsidiary of the Company and the separate corporate existence of Merger Sub 1 shall cease to exist, and (b) at the Second Effective Time, all the property, rights, privileges, agreements, powers and franchises, Liabilities, and duties of Surviving Entity 1 and Merger Sub 2 shall become the property, rights, privileges, agreements, powers and franchises, Liabilities and duties of Surviving Entity 2, which shall include the assumption by Surviving Entity 2 of any and all agreements, covenants, duties and obligations of Surviving Entity 1 and Merger Sub 2 to be performed after the Second Effective Time set forth in this Agreement and the other Transaction Documents to which Surviving Entity 1 or Merger Sub 2 is a party, and Surviving Entity 2 shall thereafter exist as a wholly-owned Subsidiary of the Company and the separate corporate existence of Surviving Entity 1 shall cease to exist.

(f) *Organizational Documents of Surviving Entity 1.* At the First Effective Time, in accordance with the First Plan of Merger, SPAC will adopt the memorandum and articles of association of Merger Sub 1, as in effect immediately prior to the First Effective Time, as the memorandum and articles of association of Surviving Entity 1, save and except that all references to the share capital of Surviving Entity 1 shall be amended to refer to the correct authorized share capital of Surviving Entity 1 consistent with the First Plan of Merger, until thereafter amended in accordance with the applicable provisions of the Cayman Act and such memorandum and articles of association.

(g) *Organizational Documents of Surviving Entity 2*. At the Second Effective Time, in accordance with the Second Plan of Merger, the memorandum and articles of association of Merger Sub 2, as so amended and restated, shall be the memorandum and articles of association of Surviving Entity 2, save and except that all reference to the share capital of Surviving Entity 2 shall be amended to refer to the correct authorized share capital of Surviving Entity 2 consistent with the Second Plan of Merger, until thereafter amended in accordance with the applicable provisions of the Cayman Act and such memorandum and articles of association.

(h) *Directors and Officers of Surviving Entity 1 and Surviving Entity 2*. At the First Effective Time, the directors and officers of Merger Sub 1 immediately prior to the First Effective Time shall be the initial directors and officers of Surviving Entity 1, each to hold office in accordance with the Organizational Documents of Surviving Entity 1. At the Second Effective Time, the directors and officers of Merger Sub 2 immediately prior to the Second Effective Time shall be the initial directors and officers of Surviving Entity 2, each to hold office in accordance with the Organizational Documents of Surviving Entity 2.

Section 2.3. Effect of the Mergers on Issued Securities of SPAC, Merger Sub 1 and Merger Sub 2. At the Closing, by virtue of the Mergers and without any action on the part of any party hereto or any other Person, the following shall occur:

(a) *SPAC Class B Conversion*. Immediately prior to the First Effective Time, each SPAC Class B Ordinary Share shall be automatically converted into one SPAC Class A Ordinary Share in accordance with the terms of the SPAC Charter (such automatic conversion, the "SPAC Class B Conversion") and each SPAC Class B Ordinary Share shall no longer be issued and outstanding and shall be cancelled, and each former holder of SPAC Class B Ordinary Shares shall thereafter cease to have any rights with respect to such shares.

(b) *SPAC Units*. At the First Effective Time, each SPAC Unit outstanding immediately prior to the First Effective Time shall be automatically detached and the holder thereof shall be deemed to hold one SPAC Class A Ordinary Share and one-third of a SPAC Warrant in accordance with the terms of the applicable SPAC Unit (the "Unit Separation"), which underlying SPAC Securities shall be adjusted in accordance with the applicable terms of this Section 2.3; provided that no fractional SPAC Warrant will be issued in connection with the Unit Separation such that if a holder of SPAC Units would be entitled to receive a fractional SPAC Warrant upon the Unit Separation, the number of SPAC Warrants to be issued to such holder upon the Unit Separation shall be rounded down to the nearest whole number of SPAC Warrants.

(c) *SPAC Ordinary Shares*. Immediately following the Unit Separation in accordance with Section 2.3(b), each SPAC Class A Ordinary Share (which, for the avoidance of doubt, includes the SPAC Class A Ordinary Shares (A) issued in connection with the SPAC Class B Conversion and (B) held as a result of the Unit Separation) issued and outstanding immediately prior to the First Effective Time (other than any SPAC Shares referred to in Section 2.3(e), Redeeming SPAC Shares and Dissenting SPAC Shares) shall automatically be cancelled and cease to exist in exchange for the right to receive one newly issued, fully paid and non-assessable Company Ordinary Share. As of the First Effective Time, each SPAC Shareholder shall cease to have any other rights in and to such SPAC Shares, except as expressly provided herein.

(d) *Exchange of SPAC Warrants*. Each SPAC Warrant (which, for the avoidance of doubt, includes the SPAC Warrants held as a result of the Unit Separation) outstanding immediately prior to the First Effective Time shall cease to be a warrant with respect to SPAC Ordinary Shares and be assumed by the Company and converted into a warrant to purchase one Company Ordinary Share (each, a "Company

Warrant"). Each Company Warrant shall continue to have and be subject to substantially the same terms and conditions as were applicable to such SPAC Warrant immediately prior to the First Effective Time (including any repurchase rights and cashless exercise provisions) in accordance with the provisions of the Assignment, Assumption and Amendment Agreement.

(e) *SPAC Treasury Shares*. Notwithstanding Section 2.3(c) above or any other provision of this Agreement to the contrary, if there are any SPAC Shares that are owned by SPAC as treasury shares or any SPAC Shares owned by any direct or indirect Subsidiary of SPAC immediately prior to the First Effective Time, such SPAC Shares shall be cancelled and shall cease to exist without any conversion thereof or payment or other consideration therefor.

(f) *Redeeming SPAC Shares*. Each Redeeming SPAC Share issued and outstanding immediately prior to the First Effective Time shall automatically be cancelled and cease to exist and shall thereafter represent only the right of the holder thereof to be paid a pro rata share of the SPAC Shareholder Redemption Amount in accordance with the SPAC Charter.

(g) *Dissenting SPAC Shares*. Each Dissenting SPAC Share issued and outstanding immediately prior to the First Effective Time held by a Dissenting SPAC Shareholder shall automatically be cancelled and cease to exist in accordance with Section 2.7(a) and shall thereafter represent only the right of such Dissenting SPAC Shareholder to be paid the fair value of such Dissenting SPAC Share and such other rights as are granted by the Cayman Act.

(h) *Merger Sub 1 Share*. At the First Effective Time, each ordinary share, par value $0.00001 per share, of Merger Sub 1, issued and outstanding immediately prior to the First Effective Time shall remain issued and outstanding and continue existing and constitute the only issued and outstanding share capital of Surviving Entity 1 and shall not be affected by the First Merger.

(i) *Surviving Entity 1 Share; Merger Sub 2 Share*. At the Second Effective Time, (i) each ordinary share of Surviving Entity 1 that is issued and outstanding immediately prior to the Second Effective Time will be automatically cancelled and cease to exist without any payment therefor, and (ii) each ordinary share, par value $0.00001 per share, of Merger Sub 2 issued and outstanding immediately prior to the Second Effective Time shall remain issued and outstanding and continue existing and constitute the only issued and outstanding share capital of Surviving Entity 2 and shall not be affected by the Second Merger.

Section 2.4. Closing Deliverables.

(a) No later than two (2) Business Days prior to the Closing Date:

(i) SPAC shall deliver to the Company written notice (the " SPAC Closing Statement") setting forth: (i) the amount of cash in the Trust Account (after deducting the SPAC Shareholder Redemption Amount) as of the Closing Date, (ii) the amount of Aggregate Cash Proceeds, (iii) the number of SPAC Class A Ordinary Shares, SPAC Class B Ordinary Shares and SPAC Warrants to be issued and outstanding as of immediately prior to the Closing after giving effect to the Unit Separation and any valid exercise of SPAC Shareholder Redemption Right, (iv) the calculation of the Merger Consideration pursuant to Section 2.3(c), and (v) SPAC's good faith estimate of the amount of SPAC Transaction Expenses, including the respective amounts and wire transfer instructions for the payment thereof; provided, that SPAC will consider in good faith the Company's comments to the SPAC Closing Statement, and if any adjustments are made to the SPAC Closing Statement prior to the Closing, such adjusted SPAC Closing Statement shall thereafter become the SPAC Closing Statement for all purposes of this Agreement; and

(ii) The Company shall deliver to SPAC written notice (the " Company Closing Statement") setting forth: (i) the number of Company Ordinary Shares to be issued and outstanding as of immediately prior to the Closing after giving effect to the Capital Restructuring, and (ii) the Company's good faith estimate of the amount of Company Transaction Expenses, including the respective amounts and wire transfer instructions for the payment thereof; provided, that the Company will consider in good faith SPAC's comments to the Company Closing Statement, and if any adjustments are made to the Company Closing Statement prior to the Closing, such adjusted

Company Closing Statement shall thereafter become the Company Closing Statement for all purposes of this Agreement.

(b) At the Closing,

(i) SPAC shall deliver or cause to be delivered to the Company, a certificate signed by an authorized director or officer of SPAC, dated as of the Closing Date, certifying that the conditions specified in Section 8.3(a), Section 8.3(b) and Section 8.3(c) have been fulfilled;

(ii) The Company shall deliver or cause to be delivered to SPAC, a certificate signed by an authorized director or officer of the Company, dated as of the Closing Date, certifying that the conditions specified in Section 8.2(a) and Section 8.2(b) have been fulfilled;

(iii) The Company shall deliver or cause to be delivered to SPAC, evidence of the appointment of the director(s) designated by SPAC to the board of directors of the Company pursuant to Section 5.6;

(iv) SPAC or Surviving Entity 2, as applicable, shall pay, or cause the Trustee to pay at the direction and on behalf of Surviving Entity 2, by wire transfer of immediately available funds from the Trust Account (i) as and when due all amounts payable on account of the SPAC Shareholder Redemption Amount to former SPAC Shareholders pursuant to their exercise of the SPAC Shareholder Redemption Right, (ii) (A) all accrued and unpaid Company Transaction Expenses, as set forth on the Company Closing Statement, and (B) all accrued and unpaid SPAC Transaction Expenses, as set forth on the SPAC Closing Statement, and (iii) immediately thereafter, all remaining amounts then available in the Trust Account (if any) (the "Remaining Trust Fund Proceeds") to a bank account designated by Surviving Entity 2 for its immediate use, subject to this Agreement and the Trust Agreement, and thereafter, the Trust Account shall terminate, except as otherwise provided in the Trust Agreement.

(v) If a bank account of the Company or any of its Subsidiaries is designated by Surviving Entity 2 under Section 2.4(b)(iv), the payment of the Remaining Trust Fund Proceeds to such bank account may be treated as (i) an advance from Surviving Entity 2 to the Company or such Subsidiary of the Company, or (ii) a dividend from Surviving Entity 2 to the Company, in each case, as determined by Surviving Entity 2 in its sole discretion, subject to applicable Laws.

Section 2.5. Cancellation of SPAC Equity Securities and Disbursement of Merger Consideration .

(a) Prior to the First Effective Time, the Company shall appoint Continental Stock Transfer & Trust Company, or another exchange agent reasonably acceptable to the Company, as exchange agent (in such capacity, the "Exchange Agent"), for the purpose of exchanging each SPAC Class A Ordinary Share for the Merger Consideration issuable to the SPAC Shareholders. At or before the First Effective Time, the Company shall deposit, or cause to be deposited, with the Exchange Agent the Merger Consideration.

(b) Each SPAC Shareholder shall be entitled to receive its portion of the Merger Consideration, pursuant to Section 2.3(c) (excluding any SPAC Shares referred to in Section 2.3(e), any Redeeming SPAC Shares and any Dissenting SPAC Shares), upon the receipt of an "agent's message" by the Exchange Agent (or such other evidence of transfer, if any, as the Exchange Agent may reasonably request), together with such other documents as may reasonably be requested by the Exchange Agent. No interest shall be paid or accrued upon the transfer of any share. Notwithstanding any other provision of this Section 2.5, any obligation of the Company under this Agreement to issue Company Ordinary Shares to SPAC Shareholders entitled to receive Company Ordinary Shares shall be satisfied by the Company issuing such Company Ordinary Shares to DTC or to such other clearing service or issuer of depositary receipts (or their nominees, in either case) as may be necessary or expedient, and each such SPAC Shareholder shall hold such Company Ordinary Shares in book-entry form or through a holding of depositary receipts and DTC or its nominee or the relevant clearing service or issuer of depositary receipts (or their nominees, as the case may be), will be the holder of record of such Company Ordinary Shares.

(c) Promptly following the date that is one (1) year after the First Effective Time, the Company shall instruct the Exchange Agent to deliver to the Company all documents in its possession relating to

the transactions contemplated hereby, and the Exchange Agent's duties shall terminate. Thereafter, any portion of the Merger Consideration that remains unclaimed shall be returned to the Company and the unclaimed Company Ordinary Shares comprising the Merger Consideration shall be surrendered for nil consideration and held by the Company as treasury shares upon surrender, and any Person that was a holder of SPAC Shares (other than any SPAC Shares referred to in Section 2.3(e), any Redeeming SPAC Shares and any Dissenting SPAC Shares) as of immediately prior to the First Effective Time that has not claimed their applicable portion of the Merger Consideration in accordance with this Section 2.5 prior to the date that is one (1) year after the First Effective Time, may (subject to applicable abandoned property, escheat and similar Laws) claim from the Company, and the Company shall promptly transfer, such applicable portion of the Merger Consideration without any interest thereupon. None of the Parties or Surviving Entity 2 or the Exchange Agent shall be liable to any Person in respect of any of the Merger Consideration transferred to a public official pursuant to and in accordance with any applicable abandoned property, escheat or similar Laws. If any portion of the Merger Consideration shall not have not been claimed immediately prior to such date on which any amounts payable pursuant to this Article II would otherwise escheat to or become the property of any Governmental Authority, any such amount shall, to the extent permitted by applicable Law, become the property of the Company, free and clear of all claims or interest of any Person previously entitled thereto.

Section 2.6. Further Assurances. If, at any time after the First Effective Time, any further action is necessary, proper or advisable to carry out the purposes of this Agreement, the Parties (or their respective designees) shall take all such actions as are necessary, proper or advisable under applicable Laws, so long as such action is consistent with and for the purposes of implementing the provisions of this Agreement.

Section 2.7. Dissenter's Rights.

(a) Subject to Section 2.2(c)(ii) but notwithstanding any other provision of this Agreement to the contrary and to the extent available under the Cayman Act, SPAC Shares that are issued and outstanding immediately prior to the First Effective Time and that are held by SPAC Shareholders who shall have validly exercised their dissenters' rights for such SPAC Shares in accordance with Section 238 of the Cayman Act and otherwise complied with all of the provisions of the Cayman Act relevant to the exercise and perfection of dissenters' rights (the "Dissenting SPAC Shares," and the holders of such Dissenting SPAC Shares being the "Dissenting SPAC Shareholders") shall not be converted into, and such Dissenting SPAC Shareholders shall have no right to receive, the applicable Merger Consideration unless and until such Dissenting SPAC Shareholder fails to perfect or withdraws or otherwise loses his, her or its right to dissenters' rights under the Cayman Act. The SPAC Shares owned by any SPAC Shareholder who fails to perfect or who effectively withdraws or otherwise loses his, her or its dissenters' rights pursuant to the Cayman Act shall cease to be Dissenting SPAC Shares and shall thereupon be deemed to have been converted into, and to have become exchangeable for, as of the First Effective Time, the right to receive the applicable Merger Consideration, without any interest thereon in accordance with Section 2.3(c).

(b) Prior to the Closing, SPAC shall give the Company (i) prompt written notice of any demands for dissenters' rights received by SPAC from SPAC Shareholders and any withdrawals of such demands and (ii) the opportunity to direct all negotiations and proceedings with respect to any such notice or demand for dissenters' rights under the Cayman Act. SPAC shall not, except with the prior written consent of the Company, make any offers or payment or otherwise agree or commit to any payment or other consideration with respect to any exercise by a SPAC Shareholder of its rights to dissent from the First Merger or any demands for appraisal or offer or agree or commit to settle or settle any such demands or approve any withdrawal of any such dissenter rights or demands.

Section 2.8. Withholding. Notwithstanding anything to the contrary in this Agreement, each of the Parties (and their respective Affiliates and Representatives) shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amount as it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or non-U.S. Tax Law. Other than in respect of amounts subject to compensatory withholding, each of the Parties (or their respective Affiliates or Representatives) shall use commercially reasonable efforts to notify the Person in respect of whom such deduction or withholding is expected to be made at least five (5) Business Days prior to making any such deduction or withholding, which notice shall be in writing and include the amount of and basis for such deduction or withholding. Each of the Parties (or their Affiliates or Representatives), as

applicable, shall use commercially reasonable efforts to cooperate with such Person to reduce or eliminate any such requirement to deduct or withhold to the extent permitted by Law. To the extent that amounts are so withheld by the Parties (or their Affiliates or Representatives), as the case may be, and timely paid over to the appropriate taxing authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

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

Section 3.1. Organization, Good Standing and Qualification. The Company (a) is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands, (b) has requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted and contemplated to be conducted, and (c) is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except in the case of clause (c), where the failure to be so licensed or qualified or in good standing would not be material to the business of the Company and its Subsidiaries, taken as a whole. Prior to the execution of this Agreement, true and accurate copies of the Company Charter, the Shareholders Agreement, and any Organizational Documents of the Merger Subs, each as in effect as of the date of this Agreement, have been made available by or on behalf of the Company to SPAC and each as so delivered is in full force and effect. Neither the Company nor any of the Merger Subs is in default of any term or provision of such Organizational Documents in any material respect.

Section 3.2. Subsidiaries.

(a) A complete list, as of the date of this Agreement, of each Subsidiary of the Company and its jurisdiction of incorporation, formation or organization, outstanding Equity Securities, and holders of Equity Securities, as applicable, is set forth on Section 3.2(a) of the Company Disclosure Letter. Except as set forth in Section 3.2(a) of the Company Disclosure Letter, the Company does not directly or indirectly own any equity or similar interests in, or any interest convertible into or exchangeable or exercisable for any equity or similar interest in, any other corporation, company, partnership, joint venture or business association or other entity. Each Subsidiary of the Company has been duly organized and is validly existing and in good standing under the Laws of its jurisdiction of incorporation and has requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted and contemplated to be conducted. Each Subsidiary of the Company is duly licensed or qualified and in good standing (to the extent such concept is applicable in such Subsidiary's jurisdiction of formation) as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing (to the extent such concept is applicable in such Subsidiary's jurisdiction of formation), as applicable, except where the failure to be so licensed or qualified or in good standing would not be material to the business of the Company and its Subsidiaries, taken as a whole.

(b) All the Control Documents have been duly executed and delivered and constitute legally binding obligations of the parties hereto in accordance with their respective terms. As a result, Wuhan Lotus Technology has established effective Control over Wuhan Lotus E-Commerce through the Control Documents. The equity pledge by the equity holders of Wuhan Lotus E-Commerce in favor of Wuhan Lotus Technology pursuant to the Control Documents has been registered with Governmental Authorities (the "Equity Pledge Registration"). The Equity Pledge Registration remains effective and valid, and there is no Encumbrance held by any Person on the Equity Securities in Wuhan Lotus E-Commerce other than the Equity Pledge Registration.

Section 3.3. Capitalization of the Company.

(a) As of the date of this Agreement, the authorized share capital of the Company is $50,000 divided into 5,000,000,000 shares of $0.00001 par value each, comprised of (x) 4,691,947,371 ordinary shares of the Company, par value of $0.00001 each, of which 2,142,922,222 ordinary shares are issued and outstanding as of the date of this Agreement and (y) 308,052,629 Preferred Shares, of which (i) 184,596,297 shares are designated Series Pre-A Preferred Shares, all of which are issued and outstanding as of the date of this Agreement, and (ii) 123,456,332 shares are designated Series A Preferred Shares, all of which are issued and outstanding as of the date of this Agreement.

(b) Set forth in Section 3.3(b) of the Company Disclosure Letter are (i) a true and correct list of each holder of Company Shares and the number and class of Company Shares held by each such holder as of the date hereof, and (ii) the number and class of securities (if applicable) of all of the issued and outstanding Equity Securities (other than the Company Shares) of the Company as of the date hereof. Except as set forth in Section 3.3(b) of the Company Disclosure Letter, there are no other Equity Securities of the Company issued or outstanding as of the date of this Agreement. All of the issued and outstanding Company Shares (w) have been duly authorized and validly issued and allotted and are fully paid and non-assessable; (x) have been offered, sold and issued by the Company in compliance with applicable Law, including the Cayman Act, U.S. federal and state securities Laws, and all requirements set forth in (1) the Company Charter and (2) any other applicable Contracts governing the issuance or allotment of such securities to which the Company is a party or otherwise bound; and (y) are not subject to, nor have they been issued in violation of, any Encumbrance, purchase option, call option, pre-emptive right, subscription right or any similar right under any provision of any applicable Law, the Company Charter, the Shareholders Agreement or any other Contract, in any such case to which the Company is a party or otherwise bound.

(c) All Company Options outstanding as of the date of this Agreement were granted pursuant to the ESOP and an option award agreement, in each case, in substantially the forms previously made available to SPAC.

(d) Except as otherwise set forth in this Section 3.3 or on Section 3.3(d) of the Company Disclosure Letter or as contemplated by this Agreement or the other Transaction Documents, there are no outstanding subscriptions, options, warrants, rights or other securities (including debt securities) exercisable or exchangeable for Company Shares, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional shares, the sale of treasury shares or other Equity Securities of the Company, or for the repurchase or redemption by the Company of shares or other Equity Securities of the Company or the value of which is determined by reference to shares or other Equity Securities of the Company, and there are no voting trusts, proxies or agreements of any kind which may obligate the Company to issue, purchase, register for sale, redeem or otherwise acquire any Company Shares or other Equity Securities of the Company.

(e) The Company Ordinary Shares (including those to be issued in respect of the Company Warrants), when issued in accordance with the terms hereof, shall be duly authorized and validly issued, fully paid and non-assessable and issued in compliance with all applicable federal and state securities Laws, and not subject to, and shall be free and clear of all Encumbrances, except for such restrictions arising under any provision of any applicable Law, the Organizational Documents of the Company or any applicable Transaction Document.

Section 3.4. Capitalization of Subsidiaries.

(a) The share capital of each Subsidiary of the Company as of the date of this Agreement are set forth on Section 3.4(a) of the Company Disclosure Letter. Except as set forth on Section 3.4(a) of the Company Disclosure Letter or as contemplated by this Agreement or the other Transaction Documents, the outstanding share capital or other Equity Securities of each of the Company's Subsidiaries (i) have been duly authorized and validly issued and allotted, and are, to the extent applicable, fully paid and non-assessable; (ii) have been offered, sold, issued and allotted in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Organizational

Documents of each such Subsidiary, and (2) any other applicable Contracts governing the issuance or allotment of such securities to which such Subsidiary is a party or otherwise bound; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, pre-emptive right, subscription right or any similar right under any provision of any applicable Law, the Organizational Documents of each such Subsidiary or any other Contract, in any such case to which each such Subsidiary is a party or otherwise bound.

(b) Except as contemplated by this Agreement or the other Transaction Documents, the Company owns, directly or indirectly through its Subsidiaries, of record and beneficially all the issued and outstanding Equity Securities of such Subsidiaries free and clear of any Encumbrances other than Permitted Encumbrances.

(c) Except as set forth in Section 3.4(a) of the Company Disclosure Letter and as contemplated by this Agreement or the other Transaction Documents, there are no outstanding subscriptions, options, warrants, rights or other securities (including debt securities) of any such Subsidiary exercisable or exchangeable for any Equity Securities of such Subsidiary, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance by any such Subsidiary of additional shares, the sale of treasury shares or other Equity Securities, or for the repurchase or redemption by such Subsidiary of shares or other Equity Securities of such Subsidiary the value of which is determined by reference to shares or other Equity Securities of such Subsidiary, and there are no voting trusts, proxies or agreements of any kind which may obligate any such Subsidiary to issue, purchase, register for sale, redeem or otherwise acquire any of its Equity Securities.

Section 3.5. Authorization.

(a) Other than the Company Shareholders' Approval, each of the Company and the Merger Subs has all corporate power, and authority to (i) enter into, execute and deliver this Agreement and each of the other Transaction Documents to which it is or will be a party, and (ii) consummate the Transactions and perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents to which the Company or any Merger Sub is a party and the consummation of Transactions have been duly and validly authorized and approved by the Company Board, and the board of directors of each Merger Sub, and other than the Company Shareholders' Approval, no other company or corporate proceeding on the part of the Company or either Merger Sub is necessary to authorize this Agreement and the other Transaction Documents to which the Company or either Merger Sub is a party and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and on or prior to the Closing, the other Transaction Documents to which the Company or either Merger Sub is a party will be, duly and validly executed and delivered by the Company or either Merger Sub, as applicable, and, assuming due and valid authorization, execution and delivery by each other party hereto and thereto, this Agreement constitutes, and on or prior to the Closing, the other Transaction Documents to which the Company or either Merger Sub is a party will constitute, a legal, valid and binding obligation of the Company or either Merger Sub, as applicable, enforceable against the Company or either Merger Sub, as applicable, in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other applicable Laws now or hereafter in effect of general application affecting enforcement of creditors' rights generally, and (b) as limited by applicable Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies (collectively, the "Enforceability Exceptions").

(b) The Company Shareholders' Approval are the only votes and approvals of holders of Company Shares and other Equity Securities of the Company necessary in connection with execution by the Company of this Agreement and the other Transaction Documents to which the Company is a party and the consummation of the Transactions.

(c) On or prior to the date of this Agreement, the Company Board has duly adopted resolutions (i) determining that this Agreement and the other Transaction Documents to which the Company is a party and the Transactions would be in the best interests of the Company and (ii) authorizing and approving the execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which the Company is a party and the consummation of the Transactions.

(d) On or prior to the date of this Agreement, the sole director of Merger Sub 1 has (i) determined that it is desirable and in the commercial interests of Merger Sub 1 to enter into this Agreement and to consummate the First Merger and the other Transactions, (ii) approved and declared desirable this Agreement and the First Plan of Merger and the execution, delivery and performance of this Agreement and the First Plan of Merger and the consummation of the Transactions. On or prior to the date of this Agreement, the Company, in its capacity as the sole shareholder of Merger Sub 1, has approved the First Plan of Merger by a written resolution;

(e) On or prior to the date of this Agreement, the sole director of Merger Sub 2 has (i) determined that it is desirable and in the commercial interests of Merger Sub 2 to enter into this Agreement and to consummate the Second Merger and the other Transactions, (ii) approved and declared desirable this Agreement and the Second Plan of Merger and the execution, delivery and performance of this Agreement and the Second Plan of Merger and the consummation of the Transactions. On or prior to the date of this Agreement, the Company, in its capacity as the sole shareholder of Merger Sub 2 and in its capacity as the sole shareholder of Surviving Entity 1 at the time of the Second Merger, respectively, has approved the Second Plan of Merger by a written resolution.

Section 3.6. Consents; No Conflicts. Assuming the representations and warranties in Article IV are true and correct, except (a) for the Company Shareholders' Approval, (b) for the registration or filing with the Cayman Registrar, the SEC or applicable state blue sky or other securities laws filings with respect to the Transactions and the publication of notification of the Mergers in the Cayman Islands Government Gazette pursuant to the Cayman Act and (c) for such other filings, notifications, notices, submissions, applications or consents the failure of which to be obtained or made would not, individually or in the aggregate, have, or reasonably be likely to have, a material effect on the ability of the Company to enter into and perform its obligations under this Agreement, all filings, notifications, notices, submissions, applications, or consents from or with any Governmental Authority or any other Person required in connection with the valid execution, delivery and performance of this Agreement and the other Transaction Documents, and the consummation of the Transactions, in each case on the part of the Company, have been duly obtained or completed (as applicable) and are in full force and effect. The execution, delivery and performance of this Agreement and the other Transaction Documents to which it is or will be a party by the Company does not, and the consummation by the Company of the transactions contemplated hereby and thereby will not, assuming the representations and warranties in Article IV are true and correct, and except for the matters referred to in clauses (a) through (c) of the immediately preceding sentence, (i) result in any violation of, be in conflict with, or constitute a default under, require any consent under, or give any Person rights of termination, amendment, acceleration (including acceleration of any obligation of any Group Company) or cancellation under, (A) any Governmental Order, (B) any provision of the Organizational Documents of any Group Company, each as currently in effect, (C) any applicable Law, (D) any Company Contract, (E) any Required Governmental Authorization, or (ii) result in the creation of any Encumbrance upon any of the properties or assets of any Group Company other than any restrictions under federal or state securities laws, this Agreement, the Company Charter and Permitted Encumbrances, except in the case of sub-clauses (A), (C), (D) and (E) of clause (i) or clause (ii), as would not have a Company Material Adverse Effect.

Section 3.7. Compliance with Laws; Consents; Permits. Except as disclosed in Section 3.7 of the Company Disclosure Letter:

(a) Except as would not be or reasonably be expected to be material to the business of the Company and its Subsidiaries, taken as a whole, in the three (3) years prior to the date hereof, (i) the Company and its Subsidiaries are, and have been, in compliance with all applicable Laws; (ii) neither the Company nor any of its Subsidiaries, to the Knowledge of the Company, is or has been subject to any investigation by or for any Governmental Authority with respect to any violation of any applicable Laws.

(b) Except as set forth in Section 3.7 of the Company Disclosure Letter, in the three (3) years prior to the date hereof, neither the Company nor any of its Subsidiaries has received any letter or other written communication from, and, to the Knowledge of the Company, there has not been any public notice of a type customary as a form of notification of such matters in the jurisdiction by, any Governmental Authority threatening in writing or providing notice of (i) the revocation or suspension of any Required Governmental Authorizations issued to the Company or any of its Subsidiaries, (ii) the need for compliance or remedial actions in respect of the activities carried out by the Company or any of its

Subsidiaries, or (iii) any alleged or finding of any violation of Law, in each case, except as would not reasonably be expected to be material to the business of the Company and its Subsidiaries, taken as a whole.

(c) Neither the Company nor any of its Subsidiaries is engaged in any proceedings, demands, inquiries, hearings, or investigations, before any court, statutory or governmental body, department, board or agency relating to applicable Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions, and to the Knowledge of the Company, no such proceeding, demand, inquiry, investigation or hearing has been threatened in writing.

(d) Neither the Company, any of its Subsidiaries, any of their respective directors, or officers, nor to the Knowledge of the Company, any employees, agents or any other Persons acting for or on behalf of the Company or any of its Subsidiaries has at any time in the three (3) years prior to the date hereof: (i) made any bribe, influence payment, kickback, payoff, or any other type of payment (whether tangible or intangible) or provided any benefits that would be unlawful under any applicable anti-bribery or anti-corruption (governmental or commercial) laws (including, for the avoidance of doubt, any guiding, detailing or implementing regulations), including Laws that prohibit the corrupt payment, offer, promise or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any Government Official or commercial entity to obtain a business advantage, such as the Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, the Anti-Corruption Act (As Revised) of the Cayman Islands, or any other local or foreign anti-corruption or anti-bribery Law, as may be applicable (collectively, "Anti-Corruption Laws"); (ii) been in violation of any Anti-Corruption Law, offered, paid, promised to pay, or authorized any payment or transfer of anything of value, directly or indirectly, to any person for the purpose of (A) influencing any act or decision of any Government Official in his official capacity, (B) inducing a Government Official to do or omit to do any act in relation to his lawful duty, (C) securing any improper advantage, (D) inducing a Government Official to influence or affect any act, decision or omission of any Governmental Authority, or (E) assisting the Company or any of its Subsidiaries, or any agent or any other Person acting for or on behalf of the Company or any of its Subsidiaries, in obtaining or retaining business for or with, or in directing business to, any Person; or (iii) accepted or received any contributions, payments, gifts, or expenditures that would be unlawful under any Anti-Corruption Laws.

(e) Neither the Company, any of its Subsidiaries, any of their respective directors or officers, nor to the Knowledge of the Company, any employees or agents acting for or on behalf of the Company or any of its Subsidiaries, has at any time in the three (3) years prior to the date hereof been found by a Governmental Authority to have violated any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions, or is subject to any indictment or any government investigation with respect to any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(f) Neither the Company, any of its Subsidiaries, any of their respective directors, or officers, nor to the Knowledge of the Company, any employees, agents or any other Person acting for or on behalf of the Company or any of its Subsidiaries, is a Prohibited Person, and no Prohibited Person has at any time in the three (3) years prior to the date hereof been given an offer to become an employee, officer, consultant or director of the Company or any of its Subsidiaries. None of the Company nor any of its Subsidiaries has at any time in the three (3) years prior to the date hereof conducted or agreed to conduct any business, or entered into or agreed to enter into any transaction with a Prohibited Person or otherwise violated Sanctions.

(g) The Company and its Subsidiaries have maintained a system of internal controls designed to reasonably prevent, detect, and deter violations of Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions.

(h) To the Knowledge of the Company, no monies injected into the Company have been derived from unlawful activities or otherwise in violation of Anti-Money Laundering Laws.

(i) Except as set forth in Section 3.7(i) of the Company Disclosure Letter, each of the Group Companies has in effect all material approvals, authorizations, clearances, licenses, registrations, permits or certificates of a Governmental Authority (each, a "Material Permit") that are required for such Group

Company to own, lease or operate its properties and assets and to conduct its business as currently conducted in all material respects. Except as set forth in Section 3.7(i) of the Company Disclosure Letter, each of the Group Companies is in compliance with all Material Permits, except for the failure to comply with which would not, individually or in the aggregate, be material to the business of the Company and its Subsidiaries, taken as a whole.

Section 3.8. Tax Matters.

Except as set forth in Section 3.8 of the Company Disclosure Letter:

(a) All material Tax Returns required to be filed by or with respect to each Group Company have been timely filed (taking into account any extensions) and such Tax Returns are true, correct and complete in all material respects. All material Taxes due and payable by any Group Company have been or will be timely paid, except with respect to matters being contested in good faith by appropriate proceeding and with respect to which adequate reserves have been made in accordance with GAAP.

(b) No material deficiencies for any Taxes that are currently outstanding with respect to any Tax Returns of a Group Company have been asserted in writing by, and no written notice of any action, audit, assessment or other proceeding, in each case that is currently pending, with respect to such Tax Returns or any Taxes of a Group Company has been received from, any Tax authority, and no dispute or assessment relating to such Tax Returns or such Taxes with any such Tax authority is currently outstanding.

(c) Within the past three (3) years, no material claim that is currently outstanding has been made in writing by any Governmental Authority in a jurisdiction where a Group Company does not file Tax Returns of a particular type that such Group Company is or may be subject to taxation of such particular type by that jurisdiction and the Company does not otherwise have Knowledge of any such claim.

(d) There are no liens for material Taxes (other than such liens that are Permitted Encumbrances) upon the assets of the Company or its Subsidiaries.

(e) Except as contemplated by this Agreement, the Transaction Documents, or the Transactions, the Company has not taken any action (nor permitted any action to be taken), and is not aware of any fact or circumstance, that would reasonably be expected to prevent, impair or impede the Intended Tax Treatment.

(f) The Company does not expect that the Company will be treated as a PFIC for its current taxable year. Neither the Company nor any of its Subsidiaries is subject to Tax in a country other than the country of its incorporation or formation solely by virtue of having a permanent establishment or other place of business in such other country.

(g) The Company and Merger Sub 1 each is and since its formation has been treated as a foreign corporation (within the meaning of the Code) for U.S. federal and applicable state and local income Tax purposes. Merger Sub 2 has elected (or will elect, effective prior to the Closing) to be treated as an entity which is disregarded as an entity separate from its owner (within the meaning of Section 301.7701-2 of the Treasury Regulations) for U.S. federal and applicable state and local income Tax purposes and has not subsequently changed such classification.

(h) Each Group Company is in compliance with all terms and conditions of any material Tax incentives, exemption, holiday or other material Tax reduction agreement or order of a Governmental Authority applicable to a Group Company, and to the Knowledge of the Company the consummation of the Transactions will not have any material adverse effect on the continued validity and effectiveness of any such material Tax incentives, exemption, holiday or other material Tax reduction agreement or order.

Section 3.9. Financial Statements.

(a) The Company has made available to SPAC true and complete copies of the audited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2021, and the related audited consolidated statements of income and profit and loss, and cash flows, for the fiscal year then ended (the “Audited Financial Statements”).

(b) The Company has made available to SPAC true and complete copies of the unaudited consolidated balance sheet of the Company and its Subsidiaries as of September 30, 2022, and the related unaudited consolidated statements of income and profit and loss, and cash flows, for the period then ended (the "Management Accounts" and together with the Audited Financial Statements, the "Company Financial Statements").

(c) The Company Financial Statements delivered by the Company (i) have been prepared in accordance with the books and records of the Company and its Subsidiaries, (ii) fairly present, in all material respects, the financial condition and the results of operations and cash flow of the Company and its Subsidiaries on a consolidated basis as of the dates indicated therein and for the periods indicated therein, except in the case of the Management Accounts, subject to (A) normal year-end adjustments and (B) the absence of footnotes required under GAAP, and (iii) were prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto), except that in the case of the Management Accounts, subject to (A) normal year-end adjustments and (B) the absence of footnotes required under GAAP. Any audited financial statements delivered in accordance with Section 5.8 will, when so delivered, (A) be audited in accordance with the standards of the U.S. Public Company Accounting Oversight Board and (B) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant, in effect as of the respective dates thereof (including, to the extent applicable to the Company, Regulation S-X under the Securities Act).

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

(e) In the past three (3) years, none of the Company or any of its Subsidiaries nor, to the Knowledge of the Company, an independent auditor of the Company or its Subsidiaries, has identified or been made aware in writing of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by the Company and its Subsidiaries, (ii) any fraud, whether or not material, that involves the Company's or any Subsidiary's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company and its Subsidiaries, or (iii) to the Knowledge of the Company, any allegation, assertion or claim regarding any of the foregoing.

Section 3.10. Absence of Changes. Except as disclosed in Section 3.10 of the Company Disclosure Letter, since December 31, 2021, (a) to the date of this Agreement the Group Companies have operated their business in the Ordinary Course, (b) there has not been any occurrence of any Event which would have a Company Material Adverse Effect, and (c) to the date of this Agreement none of the Group Companies have sold, assigned, transferred, licensed, sublicensed, granted other rights (including covenant not to sue) under, abandoned, permitted to lapse, or disposed of, or subject to any Encumbrance (other than Permitted Encumbrances), any material Intellectual Property or material Business Data (other than licenses, sublicenses and covenants not to sue granted by Group Companies in the Ordinary Course).

Section 3.11. Actions. (a) There is no Action pending or, to the Knowledge of the Company, threatened in writing against or affecting the Company or any of its Subsidiaries, or any of their respective directors or officers (solely in their capacity as such), and (b) there is no judgment or award unsatisfied against the Company or any of its Subsidiaries, nor is there any Governmental Order in effect and binding on the Company or any of its Subsidiaries or their respective directors or officers (solely in their capacity as such) or assets or properties, except in each case, as would not, individually or in the aggregate, (i) have, or reasonably be expected to have, a material adverse effect on the ability of the Company to enter into and perform its obligations contemplated hereby, or (ii) reasonably be expected to be material to the business of the Company and its Subsidiaries, taken as a whole.

Section 3.12. Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any Liabilities, except for Liabilities (a) set forth in the Audited Financial Statements that have not been satisfied

since December 31, 2021, (b) that are Liabilities incurred since December 31, 2021 in the Ordinary Course (none of which is a Liability for breach of contract, tort, infringement, misappropriation or violation of Intellectual Property, or violation of Law), (c) that are executory obligations under any Contract to which the Company or any of its Subsidiaries is a party or by which it is bound, (d) set forth in Section 3.12 of the Company Disclosure Letter, (e) arising under this Agreement or other Transaction Documents, (f) that will be discharged or paid off prior to the Closing, or (g) which would not have a Company Material Adverse Effect.

Section 3.13. Material Contracts and Commitments.

(a) Section 3.13(a) of the Company Disclosure Letter sets forth a true and correct list of all Material Contracts as of the date of this Agreement. True and complete copies of all Material Contracts, including all material amendments, modifications, supplements, exhibits and schedules and addenda thereto, have been made available to SPAC.

(b) Except for any Material Contract that will terminate upon the expiration of the stated term thereof prior to the Closing Date or the termination of which is otherwise contemplated by this Agreement, each Material Contract is (A) in full force and effect and (B) represents the legal, valid and binding obligations of the applicable Group Company which is a party thereto and, to the Knowledge of the Company, represents the legal, valid and binding obligations of the counterparties thereto. Except as set forth in Section 3.13(b) of the Company Disclosure Letter, and except, in each case, where the occurrence of such breach or default or failure to perform would not be material to the business of the Company and its Subsidiaries, taken as a whole, (x) the applicable Group Company has duly performed all of its material obligations under each such Material Contract to which it is a party to the extent such obligations to perform have accrued, (y) no breach or default thereunder by the Group with respect thereto, or, to the Knowledge of the Company, any other party or obligor with respect thereto, has occurred, and (z) no event has occurred that with notice or lapse of time, or both, would constitute such a default or breach of such Material Contract by the Company or any of its Subsidiaries or, to the Knowledge of the Company, any other party thereto, or would entitle any third party to prematurely terminate any Material Contract.

(c) Except as set forth in Section 3.13(c) of the Company Disclosure Letter, none of the Group Companies has within the last twelve (12) months provided to or received from the counterparty to any Material Contract any written notice or written communication to terminate, or not renew, any Material Contract.

(d) Other than in the Ordinary Course, none of the Top 10 Suppliers has within the twelve (12) months prior to the date hereof terminated or materially changed, or given written or, to the Knowledge of the Company, oral notice that it intends to terminate or materially change any of its business relationship with the Company or any of its Subsidiaries. There has been no material dispute or controversy or, to the Knowledge of the Company, threatened material dispute or controversy in writing between the Company or any of its Subsidiaries, on the one hand, and any Top 10 Suppliers, on the other hand.

Section 3.14. Title; Properties.

(a) Section 3.14(a) of the Company Disclosure Letter sets forth a true and accurate list of all Owned Real Properties. Except as set forth in Section 3.14(a) of the Company Disclosure Letter, with respect to each parcel of Owned Real Property: (i) the applicable Group Company has sole legal and beneficial entitlement to such Owned Real Property and has good, valid and marketable fee title, free and clear of all Encumbrances (other than Permitted Encumbrances), (ii) such Group Company has in its possession and under its control all of the land use right certificates, building ownership certificates, construction permits and other documents necessary to prove its title to, and right to use and construct, such Owned Real Property and all such documents are legally binding and valid; (iii) no Group Company is in breach or default under any land purchase agreement, construction agreement and other related agreements in relation to such Owned Real Property; (iv) such Group Company is in physical possession and actual occupation of the whole of such Owned Real Property on an exclusive basis and no part of such Owned Real Property is vacant or not subject to any leases, underleases, tenancies, licenses or other agreements or arrangements; (v) neither the Company nor any of its Subsidiaries have leased or otherwise

granted to any Person the right to use or occupy such Owned Real Property or any portion thereof, and (vi) there are no options, rights of first refusal or rights of first offer to purchase such Owned Real Property or any portion thereof or interest therein, in each case except as would not have a Company Material Adverse Effect. No Group Company has received any written notice alleging a material breach of any covenant, restriction, burden or stipulation from any person or Governmental Authority in relation to the occupation, planning, construction or use of any Owned Real Property, nor has any Group Company been imposed of any penalty from Governmental Authority for the occupation, planning, construction or use of any Owned Real Property.

(b) Each of the Group Companies has good and valid title to all of the assets owned by it, whether tangible or intangible (including all assets acquired thereby since September 30, 2022, but excluding any (i) Intellectual Property and Business Data (which are addressed in Section 3.15), and (ii) tangible or intangible assets that have been disposed of since September 30, 2022 in the Ordinary Course), and in each case free and clear of all Encumbrances, other than Permitted Encumbrances.

(c) Except as set forth in Section 3.14(c) of the Company Disclosure Letter, no Group Company owns or has ever owned or has a leasehold interest in any real property other than as held pursuant to their respective leases or leasehold interests (including tenancies) in such property (each Contract evidencing such interest, a "Company Lease"). Section 3.14(c) of the Company Disclosure Letter sets forth as of the date of this Agreement each Company Lease and the address of the property demised under each such Company Lease. Except as set forth in Section 3.14(c) of the Company Disclosure Letter, and except as would not individually or in the aggregate, reasonably be expected to be material to the business of the Company and its Subsidiaries, taken as a whole, (i) each Company Lease is in compliance with applicable Law, and (ii) all Governmental Orders required under applicable Law in respect of any Company Lease have been obtained, including with respect to the operation of such property and conduct of business on such property as now conducted by the applicable Group Company which is a party to such Company Lease.

(d) Each Company Lease is a valid and binding obligation of the applicable Group Company, enforceable in accordance with its terms against such Group Company, and to the Knowledge of the Company, each other party thereto, subject to the Enforceability Exceptions. There is no material breach by the relevant Group Company under any Company Lease.

(e) To the Knowledge of the Company, no Person or Governmental Authority has challenged, disputed, or threatened in writing to challenge or dispute, a Group Company's right to occupy, use or enjoy each Leased Real Property subject to the Company Leases as such Leased Real Property is currently occupied, used or enjoyed.

(f) No Group Company has received any written notice alleging a material breach of any covenant, restriction, burden or stipulation from any person or Governmental Authority in relation to the existing use of any Leased Real Property, and to the Knowledge of the Company, no circumstance exists which constitutes a breach of this type or nature.

Section 3.15. Intellectual Property and Data Protection.

(a) Section 3.15(a)(1) of the Company Disclosure Letter sets forth a true and accurate list as of the date of this Agreement of all Registered IP. Either the Company or its applicable Subsidiary has made all required filings and registrations (and corresponding payments of fees therefor) to Governmental Authorities in connection with issuances, registrations and applications for the Registered IP in all material respects. Each item of Registered IP is subsisting and, to the Knowledge of the Company and other than any Registered IP in the application process, valid and enforceable. The Company and its Subsidiaries have good and valid title to and exclusively own all right, title and interest in and to each item of Registered IP and other material Owned IP, free and clear of any Encumbrances other than Permitted Encumbrances. No interference, opposition, cancellation, reissue, reexamination or other Action (other than ex parte ordinary course prosecution of Intellectual Property before a patent, trademark or copyright office) or written claim is, or in the three (3) years prior to the date hereof has been, pending or, to the Knowledge of the Company, threatened in writing in which the ownership, use, scope, validity or enforceability of any Owned IP is being, or in the three (3) years prior to the date hereof has been,

challenged. Except as licensed to the Company and its Subsidiaries under the Material Contracts set forth in Section 3.15(a)(2) of the Company Disclosure Letter, no Related Entities own (i) any Company IP or Business Data material to the Business, or (ii) any other Intellectual Property material to the Business or Contemplated Business. Except as licensed to the Company and its Subsidiaries under the Material Contracts set forth in Section 3.15(a)(2) of the Company Disclosure Letter, no Related Entities own any right, title or interest in or to any Intellectual Property or Data primarily related to, used or held for use in, or developed for, and in each case material to, the Business or Contemplated Business.

(b) The Company and its Subsidiaries own, or have valid and enforceable rights to use, all Intellectual Property and Business Data (i) used or held for use in, or necessary for, the conduct of the Business (including the offering, marketing, sale, distribution, importation and exportation of Company Products), as currently conducted (including Company IP and Business Data) or (ii) to the Knowledge of the Company, used or held for use in, or necessary for, the conduct of the Contemplated Business (including the offering, marketing, sale, distribution, importation and exportation of Contemplated Company Products), in the current stage, in each such case of such conduct, as of the date hereof or with regards to the Charging Business as currently contemplated as of the date hereof to be conducted by the Company; in each case, free and clear of any Encumbrances other than Permitted Encumbrances. Assuming the representations and warranties in Article IV are true and correct, and except for the matters referred to in clauses (a) through (c) of Section 3.6, all material Company IP and material Business Data will be available immediately after the Closing for use and enjoyment by the Company and its Subsidiaries on terms substantially similar to those under which the Company and its Subsidiaries owned or used such Company IP and Business Data immediately prior to Closing.

(c) Each Person (including any current or former employee, contractor or consultant of the Company or any of its Subsidiaries) who is or has been involved in the authorship, discovery, development, conception, or reduction to practice of any Intellectual Property owned or purported to be owned for, on behalf of, or under the direction or supervision of, the Company or its Subsidiaries or primarily related to the Business or Contemplated Business (including in connection with any Company Product or Contemplated Company Product) (each an “IP Contributor”) has signed a valid and enforceable Contract containing (or has obligations by operation of Law providing): (i) an irrevocable present assignment to the Company or the applicable Subsidiary of all such Intellectual Property authored, discovered, developed, conceived, or reduced to practice by such IP Contributor; and (ii) customary confidentiality provisions protecting such Intellectual Property. To the Knowledge of the Company, no such IP Contributor has been in the past three (3) years or is in breach of any such agreement in any material respect. No funding, facilities, personnel or resources of any government, international organization, university, college, other educational or research institution were used in the development of the Company Products or Contemplated Company Products or material Owned IP such that such government, international organization, university, college, other educational or research institution has, contingent or otherwise, any license, ownership or other rights in any such Company Product or Contemplated Company Product or material Owned IP in any material respect.

(d) Except as disclosed in Section 3.15(d) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries nor the operation of the Business violates, infringes or misappropriates, or in the three (3) years prior to the date hereof, has violated, infringed or misappropriated, any Intellectual Property of any Person in any material respect, nor has the Company or any of its Subsidiaries received in the three (3) years prior to the date hereof any written notice alleging any of the foregoing. During the three (3) years prior to the date hereof, (i) to the Knowledge of the Company, no Person has violated, infringed or misappropriated any Owned IP in any material respect and (ii) neither the Company nor any of its Subsidiaries has given any written notice to any other Person alleging any of the foregoing. No Company Product, Contemplated Company Product, Owned IP, or, to the Knowledge of the Company, any other Company IP (in the case of such other Company IP, in connection with the Business) is subject to any Action or outstanding order or settlement agreement or stipulation that materially restricts the ownership, use, provision, enforcement, transfer, assignment, licensing or sublicensing thereof by the Company or any of its Subsidiaries or materially impairs the validity, scope, or enforceability thereof.

(e) To the Knowledge of the Company, neither the Company Products nor any IT Systems contain any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus,” or “worm” (as such terms are

commonly understood in the software industry) or any other code designed or intended to have any of the following functions: (i) materially disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed or (ii) materially damaging or destroying any material data or file without the user's consent. To the Knowledge of the Company, none of the material Company Products contain any bug, defect, or error in such a manner that would materially and adversely affect the functionality of such Company Products. The Company and its Subsidiaries have taken commercially reasonable steps to prevent the introduction into any Company Product or IT System any of the foregoing.

(f) In connection with the Personal Data, the Company and its Subsidiaries are in compliance, and for the three (3) years prior to the date hereof, have complied with in all material respects: all (i) applicable Laws then effective, (ii) the Group's published external or internal data privacy and data security policies and procedures, and consents obtained by or on behalf of the Company or any of its Subsidiaries, (iii) applicable and generally observed self-regulatory standards and enforceable industry standards, and (iv) obligations under Contracts made by the Company or any of its Subsidiaries, relating to privacy, data security, data protection, or the use, collection, retention, storage, security, disclosure, transfer, disposal, or other Processing or dealing, in whole or in part, of any Personal Data (the foregoing clauses (i) through (iv), collectively, the "Data Protection Obligations"). The Company and its Subsidiaries have contractually obligated all Persons Processing material Business Data on behalf of the Company or any of its Subsidiaries to comply with applicable Data Protection Obligations, in each case if required by applicable Data Protection Obligations.

(g) The Company and its Subsidiaries have implemented and maintained commercially reasonable and appropriate policies and technical, physical, administrative and organizational security measures and information security programs designed to protect the security, confidentiality, integrity and availability of Trade Secrets, Personal Data, Business Data and the IT Systems, including commercially reasonable business continuity and disaster recovery plans. The Company and its Subsidiaries have taken other reasonable steps consistent with industry practices of companies offering similar products or services to safeguard material Trade Secrets, Personal Data, Business Data and IT Systems and as reasonably appropriate for the risk. Except as set forth in Section 3.15(g) of the Company Disclosure Letter, there have been no Security Incidents or breach of security or unauthorized access by third parties relating to (i) to the Knowledge of the Company, the IT Systems, Business Data or confidential information in any material respect, or (iii) any Personal Data collected, held, or otherwise managed or Processed by or on behalf of the Company or any of its Subsidiaries in any material respect.

(h) The Company and its Subsidiaries have taken commercially reasonable steps, consistent with industry practices of companies offering similar products or services, to (a) protect, maintain, and enforce the Owned IP material to the conduct of the Business and Contemplated Business, and (b) protect the confidentiality of (i) material Trade Secrets of the Company and its Subsidiaries or of any third party to whom the Company or any of its Subsidiaries owe a contractual obligation of confidentiality and (ii) Business Data. The Company or its Subsidiaries have entered into written valid and enforceable confidentiality agreements containing reasonable and customary confidentiality obligations (or pursuant to similar obligations by operation of Law) with each Person provided with access to any such Trade Secrets or Business Data, and to the Knowledge of the Company, no such Person has materially breached any such agreements or obligations. The Company IP, Business Data and IT Systems owned or used (or held for use) by the Company and its Subsidiaries are sufficient in all material respects for conduct of the Business as presently conducted and as conducted during the three (3) years prior to the date of this Agreement. During the three (3) years prior to the date of this Agreement, there has been no material failure or other material substandard performance of any IT System, in each case, which has caused a material disruption to the IT Systems or the Business and has not been reasonably remedied.

(i) The Company and its Subsidiaries have valid and enforceable rights to use and exploit the IT Systems as currently used and exploited in connection with the Business. The IT Systems (i) are sufficient for the immediate and currently anticipated future needs of the Business, including as to capacity, scalability and ability to process current and anticipated peak volumes in a timely manner, and (ii) are in sufficiently good working condition to effectively perform all information technology operations as

necessary for the conduct of the Business in all material respects and include a sufficient number of licenses (whether licensed by seats or otherwise) for all Software as necessary for the conduct of the Business.

(j) No material source code included in Owned IP (including any such source code contained in the Company Products) (collectively, the "Company Source Code"), has been delivered, licensed, or made available to any escrow agent or other Person (other than an employee or contractor of the Company or any of its Subsidiaries and subject to reasonable and customary confidentiality obligations under written valid and enforceable agreements or similar obligations by operation of Law), nor does the Company or any of its Subsidiaries have any duty or obligation (whether present, contingent, or otherwise) to do so. No event has occurred, and no circumstance or condition exists including the execution, delivery or performance of this Agreement or any other agreements referred to in this Agreement or the consummation of any of the Transactions contemplated by this Agreement that, with or without notice or lapse of time, will result in the delivery, license, or disclosure of any Company Source Code to any Person (other than an employee or contractor of the Company or any of its Subsidiaries and subject to reasonable and customary confidentiality obligations under written valid and enforceable agreements or similar obligations by operation of Law). The Company and its Subsidiaries possess all Company Source Code and other documentation and materials necessary to compile and operate the Company Products.

(k) Neither the Company nor any of its Subsidiaries has used during the three (3) years prior to the date of this Agreement or is currently using any Open Source Software in any manner that, with respect to any of the Company Products, Company Source Code, or other Company IP (other than the Open Source Software itself) in each case in any material respect: (i) requires its disclosure or distribution in source code form, (ii) requires the licensing thereof for the purpose of making derivative works, (iii) imposes any material restriction on the consideration to be charged for the distribution or licensing thereof, (iv) creates, or purports to create, material obligations for Company or any of its Subsidiaries with respect to any Company IP, or grants, or purports to grant, to any Person, any material rights or immunities under any Company IP or (v) imposes any other material limitation, restriction, or condition on the right of the Company or any of its Subsidiaries with respect to its use, licensing or distribution of any Company IP in connection with the Business. The Company and its Subsidiaries are, and have been during the three (3) years prior to the date of this Agreement, in compliance with all applicable Open Source Software licenses in all material respects.

(l) During the three (3) years prior to the date of this Agreement, neither the Company nor any of its Subsidiaries has: (i) received any written notice of any Action relating to or alleged material violations of any Data Protection Obligations; (ii) received any written complaints, correspondence or other communications from or on behalf of an individual or any other Person claiming a right to compensation under any applicable Data Protection Obligations, or alleging any material breach of any applicable Data Protection Obligations; or (iii) been subject to any data protection enforcement Action (including any investigation, fine or other sanction) from any Governmental Authority with respect to Personal Data under the custody or control of the Company or any of its Subsidiaries. Assuming the representations and warranties in Article IV are true and correct, and except for the matters referred to in clauses (a) through (c) of Section 3.6, neither the execution, delivery or performance of this Agreement or any of the other Transaction Documents referred to in this Agreement nor the consummation of any of the Transactions contemplated by this Agreement will result in any material Liabilities in connection with any Data Protection Obligations.

Section 3.16. Labor and Employee Matters.

(a) Section 3.16(a) of the Company Disclosure Letter sets forth a complete and correct list of each Benefit Plan.

(b) Except as disclosed in Section 3.16(c) of the Company Disclosure Letter and except as would not be material to the business of the Company and its Subsidiaries, taken as a whole, (i) the Company and each of its Subsidiaries is, and for the three (3) years prior to the date hereof has been, in compliance with all applicable Law related to labor or employment, including provisions thereof relating to wages and payrolls, working hours and resting hours, overtime, working conditions, benefits, recruitment, retrenchment, retirement, pension, minimum employment and retirement age, equal opportunity,

discrimination, worker classification, occupational health and safety, wrongful discharge, layoffs or plant closings, immigration, employees provident fund (including compulsory housing fund), social security organization and collective bargaining, trade union, compulsory employment insurance, work and residence permits, public holiday and leaves, labor disputes, statutory labor or employment reporting and filing obligations and contracting arrangements; (ii) there is no pending or, to the Knowledge of the Company, threatened in writing Action relating to the violation of any applicable Law by the Company or any of its Subsidiaries related to labor or employment, including any charge or complaint filed by any of its current or former employees, directors, officers, individual consultants, or individual contractors with any Governmental Authority or the Company or any of its Subsidiaries; and (iii) the Company and its Subsidiaries have properly classified for all purposes (including (x) for Tax purposes, (y) for purposes of minimum wage and overtime and (z) for purposes of determining eligibility to participate in any statutory and non-statutory Benefit Plan) all Persons who have performed services for or on behalf of each such entity, and have properly withheld and paid all applicable Taxes and statutory contributions and made all required filings in connection with services provided by such persons to the Company and its Subsidiaries in accordance with such classifications.

(c) Except as disclosed in Section 3.16(c) of the Company Disclosure Letter or as would not be material to the business of the Group taken as a whole, (i) each of the Benefit Plans (A) has been operated and administered in accordance with its terms, (B) is in compliance with all applicable Law, and, all contributions to each Benefit Plan have been timely made, and, to the Knowledge of the Company, no event, transaction or condition has occurred or exists that would, or would reasonably be expected to, result in any material Liability to any of the Company and any of its Subsidiaries under any Benefit Plan; (ii) there are no pending or, to the Knowledge of the Company, threatened in writing Actions involving any Benefit Plan (except for routine claims for benefits payable in the normal operation of any Benefit Plan) and, to the Knowledge of the Company, no facts or circumstances exist that could give rise to any such Actions; (iii) no Benefit Plan is under investigation or audit by any Governmental Authority and, to the Knowledge of the Company, no such investigation or audit is contemplated or under consideration; and (iv) the Company and each of its Subsidiaries is in all material respects in compliance with all applicable Laws and Contracts relating to its provision of any form of social insurance, and has paid, or made provision for the payment of, all social insurance contributions required under applicable Law and Contracts.

(d) Neither the execution or delivery of any of the Transaction Documents to which the Company is a party nor the consummation of the transactions contemplated thereunder (either alone or in combination with another event) will or will reasonably be expected to (i) result in any payment or benefit becoming due to any Company employees or any current or former director, officer, employee, individual independent contractor or individual consultant of the Company or any of its Subsidiaries; (ii) increase the amount of compensation or any benefits otherwise payable under any of the Benefit Plans; (iii) result in any acceleration of the time of payment, exercisability, funding or vesting of any such benefits; (iv) limit or restrict the ability of the Company to merge, amend, or terminate any Benefit Plan; or (v) result in the payment of any amount (whether in cash or property or the vesting of property) that could, individually or in combination with any other such payment, constitute an “excess parachute payment” within the meaning of Section 280G(b) of the Code.

(e) Neither the Company nor any of its Subsidiaries or any ERISA Affiliate thereof has any Liability with respect to or under: (i) a “multiemployer plan” within the meaning of Section 3(37) or 4001(a)(3) of ERISA; (ii) a “defined benefit plan” (as defined in Section 3(35) of ERISA, whether or not subject to ERISA) or a plan that is or was subject to Title IV of ERISA or Section 412 of the Code; or (iii) a “multiple employer plan” within the meaning of Section 413(c) of the Code or Section 210 of ERISA.

(f) Except as would not have a Company Material Adverse Effect, as of the date of this Agreement (i) no employee of the Company or any of its Subsidiaries is represented by a Union; (ii) neither the Company nor any of its Subsidiaries is negotiating any collective bargaining agreement or other Contract with any Union; (iii) to the Knowledge of the Company, there is no effort currently being made or threatened by or on behalf of any Union to organize any employees of the Company or any of its Subsidiaries; and (iv) there are no labor disputes (including any work slowdown, lockout, stoppage,

picketing or strike) pending, or to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries. No notice, consent or consultation obligations with respect to any employee of the Company or any of its Subsidiaries or any Union will be a condition precedent to, or triggered by, the execution of this Agreement or the consummation of the transactions contemplated hereby.

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

Section 3.18. Environmental Matters. (a) The Group Companies are, and, in the three (3) years prior to the date hereof, have been, in compliance in all material respects with all Environmental Laws, except where the failure to be, or to have been, in compliance with such Environmental Laws has not had a Company Material Adverse Effect; and (b) in the three (3) years prior to the date hereof, to the Knowledge of the Company, no Group Company has received any notice, report, Governmental Order or other information regarding any actual or alleged material violation by any Group Company of, or material liabilities of the Group under, Environmental Laws.

Section 3.19. Insurance. Section 3.19 of the Company Disclosure Letter sets forth each insurance policy (excluding, for the avoidance of doubt, the social insurance and other statutory insurance mandated by Law) of the Group Companies. Except as would not reasonably be expected to be material to the business of the Company and its Subsidiaries, taken as a whole: (a) each of the Group Companies has insurance policies covering such risks as are customarily carried by Persons conducting business in the industries and geographies in which the Group Companies operate; and (b) all such policies are in full force and effect, all premiums due and payable thereon as of the date of this Agreement have been paid in full as of the date of this Agreement. To the Knowledge of the Company, (i) no material claims have been made which remain outstanding and unpaid under such insurance policies, and (ii) no circumstances exist that would reasonably be expected to give rise to a material claim under such insurance policies.

Section 3.20. Company Related Parties. Except as set forth in Section 3.20 of the Company Disclosure Letter, the Company has not engaged in any transactions with Related Parties that would be required to be disclosed in the Proxy/Registration Statement.

Section 3.21. Proxy/Registration Statement. The information supplied or to be supplied by the Company, any of its Subsidiaries or their respective Representatives in writing specifically for inclusion in the Proxy/Registration Statement shall not, at (a) the time the Proxy/Registration Statement is declared effective, (b) the time the Proxy/Registration Statement (or any amendment thereof or supplement thereto) is first mailed to the SPAC Shareholders, and (c) the time of the SPAC Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the Company makes no representation, warranty or covenant with respect to any information supplied by or on behalf of SPAC, its Affiliates or their respective Representatives.

Section 3.22. Company Product.

(a) During the three (3) years preceding the date of this Agreement, there have been no claims made, or to the Knowledge of the Company, threatened in writing against the any Group Company by a customer or any other person alleging that (i) any Company Product (A) did not comply with any express or implied warranty regarding such Company Product, or (B) was otherwise contaminated, adulterated, mislabeled, defective or improperly packaged or transported, or (ii) any Group Company or any of their licensees, distributors or agents breached any duty to warn, test, inspect or instruct of the risks, limitations, precautions or dangers related to the use, application, or transportation of any such Company Product.

(b) During the three (3) years preceding the date of this Agreement, there have been no recalls, market withdrawals or replacements (voluntary or involuntary) with respect to any Company Product or any similar actions, investigations, written notices or written threats of recalls by any Governmental Entity with respect to any Company Product.

Section 3.23. No Additional Representation or Warranties. Except as set forth in Article IV, the Company acknowledges and agrees that neither SPAC nor any of its Affiliates, agents or Representatives is making any representation or warranty whatsoever to the Company pursuant to this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SPAC

Except (a) as set forth in any SPAC SEC Filings filed or submitted on or prior to the date hereof (excluding any disclosures in any risk factors section that do not constitute statements of fact, any disclosures in any forward-looking statements disclaimer and any other disclosures that are generally cautionary, predictive or forward-looking in nature) (it being acknowledged that nothing disclosed in such SPAC SEC Filings will be deemed to modify or qualify the representations and warranties set forth in Section 4.2, Section 4.6 and Section 4.13); or (b) as set forth in the disclosure letter delivered by SPAC to the Company on the date of this Agreement (the "SPAC Disclosure Letter"), SPAC represents and warrants to the Company and the Merger Subs as of the date of this Agreement as follows:

Section 4.1. Organization, Good Standing, Corporate Power and Qualification. SPAC is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands and has requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted and contemplated to be conducted. SPAC is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not be material to SPAC. Prior to the execution of this Agreement, a true and correct copy of the SPAC Charter has been made available by or on behalf of SPAC to the Company, the SPAC Charter is in full force and effect, and SPAC is not in default of any term or provision of the SPAC Charter in any material respect.

Section 4.2. Capitalization and Voting Rights.

(a) Capitalization of SPAC. As of the date of this Agreement, the authorized share capital of SPAC consists of $22,200 divided into (i) 200,000,000 SPAC Class A Ordinary Shares, of which 28,650,874 SPAC Class A Ordinary Shares are issued and outstanding as of the date of this Agreement, (ii) 20,000,000 SPAC Class B Ordinary Shares, of which 7,162,718 SPAC Class B Ordinary Shares are issued and outstanding as of the date of this Agreement, and (iii) 2,000,000 SPAC Preference Shares, of which no SPAC Preference Share is issued and outstanding as of the date of this Agreement. There are no other issued or outstanding SPAC Shares as of the date of this Agreement. All of the issued and outstanding SPAC Shares (i) have been duly authorized and validly issued and allotted and are fully paid and non-assessable; (ii) have been offered, sold and issued by SPAC in compliance with applicable Law, including the Cayman Act, U.S. federal and state securities Laws, and all requirements set forth in (1) the SPAC Charter, and (2) any other applicable Contracts governing the issuance or allotment of such securities to which SPAC is a party or otherwise bound; and (iii) are not subject to, nor have they been issued in violation of, any Encumbrance, purchase option, call option, right of first refusal, pre-emptive right, subscription right or any similar right under any provision of any applicable Law, the SPAC Charter or any Contract to which SPAC is a party or otherwise bound.

(b) As of the date of this Agreement, 28,650,874 SPAC Units are issued and outstanding (in respect of which 28,650,874 SPAC Class A Ordinary Shares and up to 9,550,291 SPAC Warrants would be issued if these SPAC Units were separated on the date hereof pursuant to Section 2.3(a)). There are no other issued or outstanding SPAC Units as of the date of this Agreement. All of the issued and outstanding SPAC Units (i) have been duly authorized and validly issued; (ii) have been offered, sold and issued by SPAC in compliance with applicable Law, including the Cayman Act, U.S. federal and state securities Laws, and all requirements set forth in (1) the SPAC Charter, and (2) any other applicable Contracts governing the issuance of such SPAC Units to which SPAC is a party or otherwise bound; and (iii) are not subject to, nor have they been issued in violation of, any Encumbrance, purchase option, call option, right of first refusal, pre-emptive right, subscription right or any similar right under any provision of any applicable Law, the SPAC Charter or any Contract to which SPAC is a party or otherwise bound.

(c) As of the date of this Agreement, 15,037,075 SPAC Warrants are issued and outstanding. The SPAC Warrants are exercisable for 15,037,075 SPAC Class A Ordinary Shares. The SPAC Warrants are not exercisable until the later of (x) thirty (30) days after the closing of a Business Combination and (y) twelve (12) months from the closing of the IPO. All outstanding SPAC Warrants (i) have been duly authorized and validly issued and constitute valid and binding obligations of SPAC, enforceable against SPAC in accordance with their terms, subject to the Enforceability Exceptions; (ii) have been offered, sold and issued by SPAC in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the SPAC Charter and (2) any other applicable Contracts governing the issuance of such securities to which SPAC is a party or otherwise bound; and (iii) are not subject to, nor have they been issued in violation of, any Encumbrance, purchase option, call option, right of first refusal, pre-emptive right, subscription right or any similar right under any provision of any applicable Law, the SPAC Charter or any Contract to which SPAC is a party or otherwise bound. Except for the SPAC Charter or this Agreement, there are no outstanding Contracts of SPAC to repurchase, redeem or otherwise acquire any SPAC Shares.

(d) Except as set forth in this Section 4.2 or Section 4.2 of the SPAC Disclosure Letter, there are no outstanding subscriptions, options, warrants, rights or other securities (including debt securities) of SPAC exercisable or exchangeable for SPAC Shares, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional shares, the sale of treasury shares or other Equity Securities of SPAC, or for the repurchase or redemption of shares or other Equity Securities of SPAC or the value of which is determined by reference to shares or other Equity Securities of SPAC, and there are no voting trusts, proxies or agreements of any kind which may obligate SPAC to issue, purchase, register for sale, redeem or otherwise acquire any SPAC Shares or other Equity Securities of SPAC.

Section 4.3. Corporate Structure; Subsidiaries. SPAC has no Subsidiaries, and does not own, directly or indirectly, any Equity Securities or other interests or investments (whether equity or debt) in any Person, whether incorporated or unincorporated. SPAC is not obligated to make any investment in or capital contribution to or on behalf of any other Person.

Section 4.4. Authorization.

(a) Other than the SPAC Shareholders' Approval, SPAC has all requisite corporate power and authority to (i) enter into, execute and deliver this Agreement and each of the other Transaction Documents to which it is or will be a party, and (ii) consummate the Transactions and perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other Transaction Documents to which SPAC is a party and the consummation of the Transactions have been duly and validly authorized and approved by the SPAC Board and, other than the SPAC Shareholders' Approval, no other company or corporate proceeding on the part of SPAC is necessary to authorize this Agreement and the other Transaction Documents to which SPAC is a party and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and at or prior to the Closing, the other Transaction Documents to which SPAC is a party will be, duly and validly executed and delivered by SPAC, and this Agreement constitutes, and on or prior to the Closing, the other Transaction Documents to which SPAC is a party will constitute, a legal, valid and binding obligation of SPAC, enforceable against SPAC in accordance with its terms, subject to the Enforceability Exceptions.

(b) Assuming that a quorum (as determined pursuant to the SPAC Charter) is present:

(i) The approval and authorization of the First Merger and the First Plan of Merger shall require approval by a special resolution passed by the affirmative vote of SPAC Shareholders holding at least two-thirds of the outstanding SPAC Shares which, being so entitled, are voted thereon in person or by proxy at a general meeting of SPAC of which notice specifying the intention to propose the resolution as a special resolution has been duly given, pursuant to the terms and subject to the conditions of the SPAC Charter and applicable Law; and

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

affirmative vote of SPAC Shareholders holding at least a majority of the outstanding SPAC Shares which, being so entitled, are voted thereon in person or by proxy at a general meeting of SPAC, pursuant to the terms and subject to the conditions of the SPAC Charter and applicable Law.

(c) The SPAC Shareholders' Approval are the only votes of any SPAC Shares necessary in connection with execution of this Agreement and the other Transaction Documents to which SPAC is a party by SPAC and the consummation of the Transactions.

(d) On or prior to the date of this Agreement, the SPAC Board has duly adopted resolutions (i) determining that this Agreement and the other Transaction Documents to which SPAC is a party contemplated hereby and the Transactions are advisable and fair to, and in the best interests of, SPAC and constitute a Business Combination, (ii) authorizing and approving the execution, delivery and performance by SPAC of this Agreement and the other Transaction Documents to which SPAC is a party contemplated hereby and the Transactions, (iii) making the SPAC Board Recommendation, and (iv) directing that this Agreement, the Transaction Documents and the Transactions be submitted to the SPAC Shareholders for adoption at an extraordinary general meeting called for such purpose pursuant to the terms and conditions of this Agreement.

Section 4.5. Consents; No Conflicts. Assuming the representations and warranties in Article III are true and correct, except (a) as otherwise set forth in Section 4.5 of the SPAC Disclosure Letter, (b) for the SPAC Shareholders' Approval, (c) for the registration or filing with the Cayman Registrar, the SEC or applicable state blue sky or other securities laws filings with respect to the Transactions and the publication of notification of the Mergers in the Cayman Islands Government Gazette pursuant to the Cayman Act and (d) for such other filings, notifications, notices, submissions, applications, or consents the failure of which to be obtained or made would not, individually or in the aggregate, have, or reasonably be likely to have, a material effect on the ability of SPAC to enter into and perform its obligations under this Agreement, all filings, notifications, notices, submissions, applications, or consents from or with any Governmental Authority or any other Person required in connection with the valid execution, delivery and performance of this Agreement and the other Transaction Documents, and the consummation of the Transactions, in each case on the part of SPAC, have been duly obtained or completed (as applicable) and are in full force and effect. The execution, delivery and performance of this Agreement and the other Transaction Documents to which it is or will be a party by SPAC does not, and the consummation by SPAC of the transactions contemplated hereby and thereby will not (assuming the representations and warranties in Article III are true and correct, except for the matters referred to in clauses (a) through (d) of the immediately preceding sentence) (i) result in any violation of, be in conflict with, or constitute a default under, require any consent under, or give any Person rights of termination, amendment, acceleration (including acceleration of any obligation of SPAC) or cancellation under, (A) any Governmental Order, (B) the SPAC Charter, (C) any applicable Law, (D) any Contract to which SPAC is a party or by which its assets are bound, or (ii) result in the creation of any Encumbrance upon any of the properties or assets of SPAC other than any restrictions under federal or state securities laws, this Agreement or the SPAC Charter, except in the case of sub-clauses (A), (C), and (D) of clause (i) or clause (ii), as would not have a SPAC Material Adverse Effect.

Section 4.6. Tax Matters.

(a) All material Tax Returns required to be filed by or with respect to SPAC have been timely filed (taking into account any extensions) and such Tax Returns are true, correct and complete in all material respects. All material Taxes due and payable by SPAC have been or will be timely paid, except with respect to matters being contested in good faith by appropriate proceeding and with respect to which adequate reserves have been made in accordance with GAAP.

(b) No material deficiencies for any Taxes that are currently outstanding with respect to any Tax Returns of SPAC have been asserted in writing by, and no written notice of any action, audit, assessment or other proceeding, in each case that is currently pending, with respect to such Tax Returns or any Taxes of SPAC has been received from, any Tax authority, and no dispute or assessment relating to such Tax Returns or such Taxes with any such Tax authority is currently outstanding.

(c) No material claim that is currently outstanding has been made in writing by any Governmental Authority in a jurisdiction where SPAC does not file Tax Returns that SPAC is or may be subject to taxation by that jurisdiction and SPAC does not otherwise have Knowledge of any such claim.

(d) There are no liens for material Taxes (other than such liens that are Permitted Encumbrances) upon the assets of SPAC.

(e) Except as contemplated by this Agreement, the Transaction Documents, or the Transactions, SPAC has not taken any action (nor permitted any action to be taken), and is not aware of any fact or circumstance, that would reasonably be expected to prevent, impair or impede the Intended Tax Treatment.

(f) SPAC is not subject to Tax in a country other than the country of its incorporation or formation solely by virtue of having a permanent establishment in such other country.

(g) SPAC is and since its formation has been treated as a foreign corporation (within the meaning of the Code) for U.S. federal and applicable state and local income Tax purposes

(h) SPAC is in compliance with all terms and conditions of any material Tax incentives, exemption, holiday or other material Tax reduction agreement or order of a Governmental Authority applicable to SPAC, and to the Knowledge of SPAC the consummation of the Transactions will not have any material adverse effect on the continued validity and effectiveness of any such material Tax incentives, exemption, holiday or other material Tax reduction agreement or order.

Section 4.7. Financial Statements.

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

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

(c) SPAC has no Liability, and there is no existing condition, situation or set of circumstances which is reasonably expected to result in any Liability, other than (i) Liabilities incurred after January 5, 2021 in the Ordinary Course or other Liabilities that individually and in the aggregate are immaterial, (ii) Liabilities reflected, or reserved against, in the SPAC Financial Statements or (iii) any SPAC Transaction Expenses (disregarding any limitation of amounts set forth in the definition of "SPAC Transaction Expenses").

(d) Neither SPAC, nor, to the Knowledge of SPAC, an independent auditor of SPAC, has identified or been made aware in writing of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by SPAC, (ii) any fraud, whether or not material, that involves SPAC's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by SPAC, or (iii) to the Knowledge of SPAC, any allegation, assertion or claim regarding any of the foregoing.

Section 4.8. Absence of Changes. Since January 5, 2021, (a) to the date of this Agreement, SPAC has operated its business in the Ordinary Course, and (b) there has not been any SPAC Material Adverse Effect.

Section 4.9. Actions. (a) There is no Action pending or, to the Knowledge of SPAC, threatened in writing against or affecting SPAC; and (b) there is no judgment or award unsatisfied against SPAC, nor is there any Governmental Order in effect and binding on SPAC or its assets or properties.

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

Section 4.11. Proxy/Registration Statement. The information supplied or to be supplied by SPAC, its Affiliates or their respective Representatives in writing specifically for inclusion in the Proxy/Registration Statement shall not, at (a) the time the Proxy/Registration Statement is declared effective, (b) the time the Proxy/Registration Statement (or any amendment thereof or supplement thereto) is first mailed to the SPAC Shareholders, and (c) the time of the SPAC Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, SPAC makes no representation, warranty or covenant with respect to any information supplied by or on behalf of Company, its Subsidiaries or their respective Representatives.

Section 4.12. SEC Filings. SPAC has timely filed or furnished all statements, prospectuses, registration statements, forms, reports and documents required to be filed or furnished by it with the SEC, pursuant to the Exchange Act or the Securities Act (collectively, as they have been amended since the time of their filing or furnishing through the date of this Agreement, the "SPAC SEC Filings"). Each of the SPAC SEC Filings, as of the respective date of its filing, and as of the date of any amendment, complied in all material respects with the requirements of the Securities Act, the Exchange Act or the Sarbanes-Oxley Act applicable to such SPAC SEC Filings. Except as set forth in Section 4.12 of the SPAC Disclosure Letter, as of the respective date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), the SPAC SEC Filings did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date of this Agreement, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to any SPAC SEC Filing. To the Knowledge of SPAC, none of the SPAC SEC Filings filed on or prior to the date of this Agreement is subject to ongoing SEC review or investigation as of the date of this Agreement. All documents that SPAC is responsible for filing with the SEC in connection with the Transactions will comply as to form and substance in all material respects with the applicable requirements of the Securities Act and the Exchange Act.

Section 4.13. Trust Account. As of the date of this Agreement, SPAC has at least 288,240,632 in the Trust Account (including an aggregate of approximately $10,027,806 of deferred underwriting commissions and other fees being held in the Trust Account), such monies invested in United States government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act pursuant to the Investment Management Trust Agreement, dated as of March 10, 2021, between SPAC and Continental Stock Transfer & Trust Company, as trustee (in such capacity, the "Trustee," and such Investment Management Trust Agreement, the "Trust Agreement"). There are no separate Contracts or side letters that would cause the description of the Trust Agreement in the SPAC SEC Filings to be inaccurate in any material respect or that would entitle any Person (other than SPAC Shareholders holding SPAC Ordinary Shares (prior to the First Effective Time) sold in SPAC's IPO who shall have elected to redeem their SPAC Ordinary Shares (prior to the First Effective Time) pursuant to the SPAC Charter and the underwriters of SPAC's IPO with respect to deferred underwriting commissions) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released other than to pay Taxes and payment to SPAC Shareholders who have validly exercised their SPAC Shareholder Redemption Right. There are no Actions pending or, to the Knowledge of SPAC, threatened with respect to the Trust Account. SPAC has performed all material obligations required to be performed by it to date under, and is not in default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. As of the Closing, the obligations of SPAC to dissolve or liquidate pursuant to the SPAC Charter shall terminate, and as of the Closing, SPAC shall

have no obligation whatsoever pursuant to the SPAC Charter to dissolve and liquidate the assets of SPAC by reason of the consummation of the Transactions. To the Knowledge of SPAC, as of the date of this Agreement, following the Closing, no SPAC Shareholder is entitled to receive any amount from the Trust Account except to the extent such SPAC Shareholder has exercised his, her or its SPAC Shareholder Redemption Right. As of the date of this Agreement, assuming the accuracy of the representations and warranties contained in Article III and the compliance by the Company with its obligations hereunder, SPAC has no reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to SPAC on the Closing Date.

Section 4.14. Investment Company Act; JOBS Act . SPAC is not an "investment company" or a Person directly or indirectly "controlled" by or acting on behalf of an "investment company," in each case within the meaning of the Investment Company Act. SPAC constitutes an "emerging growth company" within the meaning of the Jumpstart Our Business Startups Act of 2012.

Section 4.15. Business Activities.

(a) Since its incorporation, SPAC has not conducted any business activities other than activities related to SPAC's IPO or directed toward the accomplishment of a Business Combination. Except as set forth in the SPAC Charter or as otherwise contemplated or by which SPAC is bound by the Transaction Documents and the Transactions, there is no Contract to which SPAC is a party which has or would reasonably be expected to have the effect of prohibiting or impairing in any material respect any business practice of SPAC or any acquisition of property by SPAC or the conduct of business by SPAC as currently conducted or as contemplated to be conducted as of the Closing.

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

Section 4.16. Nasdaq Quotation. SPAC Class A Ordinary Shares, SPAC Warrants and SPAC Units are each registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Stock Markets ("Nasdaq") under the symbol "LCAA," "LCAAW" and "LCAAU," respectively. SPAC is in compliance with the rules of Nasdaq and the rules and regulations of the SEC related to such listing and there is no Action pending or, to the Knowledge of SPAC, threatened against SPAC by Nasdaq or the SEC with respect to any intention by such entity to deregister SPAC Class A Ordinary Shares, SPAC Warrants or SPAC Units or terminate the listing thereof on Nasdaq. SPAC has not taken any action in an attempt to terminate the registration of SPAC Class A Ordinary Shares, SPAC Warrants or SPAC Units under the Exchange Act except as contemplated by this Agreement.

Section 4.17. SPAC Related Parties. Except as set forth in Section 4.17 of the SPAC Disclosure Letter, SPAC has not engaged in any transactions with SPAC Related Parties that would be required to be disclosed in the Proxy/Registration Statement.

Section 4.18. No Additional Representations and Warranties . Except as set forth in Article III, SPAC acknowledges and agrees that neither the Company nor any of its Affiliates, agents or Representatives is making any representation or warranty whatsoever to the Company pursuant to this Agreement.

ARTICLE V

COVENANTS OF THE COMPANY

Section 5.1. Conduct of Business. Except (i) as contemplated or permitted by the Transaction Documents (including as contemplated by the Capital Restructuring, any Pre-Closing Financing and any PIPE Financing), (ii) as required by applicable Law (including for this purpose any COVID-19 Measures) or relevant Governmental Authorities, (iii) as set forth on Section 5.1 of the Company Disclosure Letter, or (iv) as consented to by SPAC in writing (which consent shall not be unreasonably conditioned, withheld,

delayed or denied), from the date of this Agreement through the earlier of the Closing or valid termination of this Agreement pursuant to Article IX (the "Interim Period"), the Company (1) shall use commercially reasonable efforts to operate the business of the Company and its Subsidiaries in all material respects in the Ordinary Course, (2) shall use commercially reasonable efforts to preserve the Group's business and operational relationships in all material respects with the suppliers, customers and others having business relationships with the Group that are material to the Group taken as a whole, in each case where commercially reasonable to do so, and (3) shall not, and shall cause its Subsidiaries not to:

(a) (i) amend its memorandum and articles of association or other Organizational Documents (whether by merger, consolidation, amalgamation or otherwise), except in the case of any of the Company's Subsidiaries only, for any such amendment which is not material to the business of the Company and its Subsidiaries, taken as a whole; or (ii) liquidate, dissolve, reorganize or otherwise wind up its business and operations, or propose or adopt a plan of complete or partial liquidation or dissolution, consolidation, restructuring, recapitalization, reclassification or similar change in capitalization or other reorganization (other than liquidation or dissolution of any dormant Subsidiary);

(b) incur, assume, guarantee or repurchase or otherwise become liable for any Indebtedness for borrowed money, or issue or sell any debt securities or options, warrants or other rights to acquire debt securities, in any such case in a principal amount exceeding $1,000,000, except for any guarantee provided by any Group Company in connection with any investments to be made by certain Governmental Authorities pursuant to the agreements disclosed in Section 5.1(b) of the Company Disclosure Letter;

(c) transfer, issue, sell, grant, pledge or otherwise dispose of (i) any of the Equity Securities of the Company or its Subsidiaries to a third party, or (ii) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitment obligations of the Company or any of its Subsidiaries to purchase or obtain any Equity Securities of the Company or any of its Subsidiaries to a third party, other than (A) the grant of awards in accordance with the terms of the ESOP, (B) the issuance of Company Shares upon the exercise of Company Options in accordance with the terms of the ESOP, (C) the issuance of Equity Securities of the Company or its Subsidiaries in connection with any investments to be made by certain Governmental Authorities pursuant to the agreements disclosed in Section 5.1(b) of the Company Disclosure Letter, or (D) the issuance of Equity Securities by a Subsidiary of the Company (x) to the Company or a wholly-owned Subsidiary of the Company or (y) on a pro rata basis to all shareholders of such Subsidiary;

(d) sell, lease, sublease, exclusively license, transfer, abandon, allow to lapse or dispose of any material property or assets (other than Intellectual Property), in any single transaction or series of related transactions, except for (i) transactions pursuant to Contracts entered into in the Ordinary Course, or (ii) (other than transactions involving the exclusive license of any material property or assets) transactions that do not exceed $2,000,000 individually and $5,000,000 in the aggregate or (iii) dispositions of obsolete, surplus or worn out assets that are no longer useful in the conduct of the business of the Company or its Subsidiaries in the Ordinary Course;

(e) sell, assign, transfer, license, sublicense, grant other rights (including covenant not to sue) under, abandon, permit to lapse, or otherwise dispose of, or subject to any Encumbrance, any material Company IP or Business Data (other than non-exclusive licenses granted by Group Companies in the Ordinary Course);

(f) disclose any material Trade Secrets or Personal Data to any Person (other than in the Ordinary Course in circumstances in which it has imposed reasonable and customary confidentiality restrictions);

(g) make any acquisition of, or investment in, a business, by purchase of stock, securities or assets, merger or consolidation, or contributions to capital, or loans or advances, in any such case with a value or purchase price in excess of $35,000,000 individually and $70,000,000 in the aggregate;

(h) settle any Action by any Governmental Authority, or any other third-party material to the business of the Company and its Subsidiaries taken as a whole, in excess of $1,000,000 individually and $5,000,000 in the aggregate;

(i) (i) subdivide, split, consolidate, combine or reclassify its Equity Securities, except for any such transaction by a wholly-owned Subsidiary of the Company that remains a wholly-owned Subsidiary of the Company after consummation of such transaction, (ii) redeem, repurchase, cancel or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any of its Equity Securities, except for the redemption of Equity Securities issued under the ESOP or as disclosed in Section 5.1(i) of the Company Disclosure Letter, (iii) declare, set aside, make or pay any dividend or other distribution, payable in cash, shares, property or otherwise, with respect to any of its share capital other than dividends or distributions by any Subsidiary of the Company on a pro rata basis to its shareholders, or (iv) amend any term or alter any rights of any of its outstanding Equity Securities;

(j) authorize, make or incur any capital expenditures or obligations or liabilities in connection therewith, except in the Ordinary Course or other than any capital expenditures or obligations or liabilities in an amount not to exceed $10,000,000 in the aggregate;

(k) enter into any Material Contract, or amend any such Material Contract in any material respect, or extend, transfer, terminate or waive any right or entitlement of material value under any Material Contract, in each case in a manner that is adverse to the Company and its Subsidiaries, taken as a whole, except in the Ordinary Course; provided, however, that to the extent that another sub-section of this Section 5.1 would permit the entry into of a Material Contract in a higher dollar threshold than in the definition of “Material Contract,” then this Section 5.1(k) shall not prevent the entry into of such Material Contract in such higher dollar threshold;

(l) except as required under the terms of any Benefit Plan as in effect on the date of this Agreement or as otherwise required by Law, (w) increase the compensation or benefits payable or provided, or to become payable or provided to, any employees, directors, officers or other individual service providers of the Company or any Subsidiary, whose total annual compensation opportunity exceeds $1,000,000, except for immaterial increases in base salary (and any corresponding annual target bonus that is determined based on the employee’s base salary rate) in the Ordinary Course, (x) grant or announce any cash or equity or equity-based incentive awards, bonuses, transaction, retention, severance or other additional compensation or benefits to any employees, directors, officers, or consultants of the Company or any Subsidiary, except for any annual bonus granted in the Ordinary Course or the grant of awards in accordance with the terms of the ESOP, (y) accelerate the time of payment, vesting or funding of any compensation or increase in the benefits or compensation provided under any Benefit Plan or otherwise due to any current or former employees, directors, officers or other individual service providers of the Company or any Subsidiary, or (z) hire, engage, terminate (other than for “cause”), furlough or temporary layoff any employee of the Company or any Subsidiary whose annual base compensation exceeds $1,000,000;

(m) except as required under the terms of any Benefit Plan as in effect on the date of this Agreement or as otherwise required by Law, materially amend, materially modify, or terminate any Benefit Plan or, adopt, enter into or establish a new Benefit Plan (or any plan, policy program, agreement or other arrangement that would be a Benefit Plan if in effect as of the date of this Agreement);

(n) waive or release any noncompetition or non-solicitation obligation of any current or former employees, directors, officers or other individual service providers of the Company or any Subsidiary;

(o) voluntarily terminate (other than expiration in accordance with its terms), suspend, abrogate, amend or modify any Material Permit except in the Ordinary Course or as would not be material to the business of the Company and its Subsidiaries, taken as a whole;

(p) make any material change in its accounting principles or methods unless required by GAAP or applicable Laws;

(q) except in the Ordinary Course, (i) make, change or revoke any material Tax election; (ii) change or revoke any material accounting method with respect to Taxes; or (iii) enter into any material closing agreement or other binding written agreement with any Governmental Authority with respect to any material Tax;

(r) except as contemplated by this Agreement, the Transaction Documents, or the Transactions, take any action (or knowingly fail to take any action) where such action or inaction would reasonably be expected to prevent, impair or impede the Intended Tax Treatment; or

(s) enter into any agreement or otherwise make a commitment to do any of the foregoing (except to the extent that such an agreement or commitment would be permitted by a subsection of the foregoing subsections (a) through (r)).

For the avoidance of doubt, if any action taken or refrained from being taken by the Company or a Subsidiary is covered by a subsection of this Section 5.1 and not prohibited thereunder, the taking or not taking of such action shall be deemed not to be in violation of any other part of this Section 5.1.

Section 5.2. Access to Information. Upon reasonable prior notice and subject to applicable Law or appropriate COVID-19 Measures, during the Interim Period, the Company shall, and shall cause each of its wholly-owned Subsidiaries and each of its and its wholly-owned Subsidiaries' officers, directors and employees to, and shall use its commercially reasonable efforts to cause its Representatives to, afford SPAC and its Representatives, following reasonable notice from SPAC in accordance with this Section 5.2, in such manner as to not interfere with the normal business operation of the Company and its Subsidiaries, reasonable access during normal business hours to the officers, employees, agents, properties, offices and other facilities, books and records of each of it and its wholly-owned Subsidiaries, and financial and operating data, and other information concerning the affairs of the Company and its Subsidiaries that are in the possession of the Company and its Subsidiaries, in each case, as shall be reasonably requested solely for purposes of and that are necessary for consummating the Transactions; provided, however, that in each case, the Company and its Subsidiaries shall not be required to disclose any document or information, or permit any inspection, that would, in the reasonable judgment of the Company, (a) result in the disclosure of any trade secrets or violate the terms of any confidentiality provisions in any agreement with a third party, (b) result in a violation of applicable Law, including any fiduciary duty, (c) result in the loss of the protection of any attorney-client work product or other applicable privilege (provided that the Company shall use commercially reasonable efforts to provide any information described in the foregoing clauses (b) and (c) in a manner that would not be so prohibited by Law or would not jeopardize privilege), or (d) result in the disclosure of any sensitive or personal information that would expose the Company to the risk of Liabilities. All information and materials provided pursuant to this Agreement will be subject to the provisions of the NDA.

Section 5.3. Company Listing. The Company will use its commercially reasonable efforts to cause: (i) the Company's initial listing application with the Stock Exchange in connection with the Transactions to be approved, (ii) immediately following the Closing, the Company to satisfy any applicable initial and continuing listing requirements of the Stock Exchange, and (iii) the Company Ordinary Shares and the Company Warrants to be issued in connection with the Transactions to be approved for listing on the Stock Exchange, subject to official notice of issuance.

Section 5.4. Acquisition Proposals and Alternative Transactions. During the Interim Period, the Company shall not, and it shall cause its Controlled Affiliates and its and their respective Representatives not to, directly or indirectly: (a) solicit, initiate, submit, facilitate (including by means of furnishing or disclosing information), discuss or negotiate, directly or indirectly, any inquiry, proposal or offer (written or oral) with any third-party (including any Competing SPAC) with respect to a Company Acquisition Proposal; (b) furnish or disclose any non-public information to any third-party (including to any Competing SPAC) in connection with or that would reasonably be expected to lead to a Company Acquisition Proposal; (c) enter into any agreement, arrangement or understanding with any third party (including a Competing SPAC) regarding a Company Acquisition Proposal; (d) prepare or take any steps in connection with any public offering of any Equity Securities of the Company, any of its Subsidiaries, or a newly-formed holding company of the Company or such Subsidiaries or (e) otherwise cooperate in any way with, or assist or participate in, or knowingly facilitate or encourage any effort or attempt by any Person to do or seek to do any of the foregoing.

Section 5.5. D&O Indemnification and Insurance.

(a) From and after the Closing, the Company and Surviving Entity 2 shall jointly and severally indemnify and hold harmless each present and former director and officer, as the case may be, of SPAC (in each case, solely to the extent acting in his or her capacity as such and to the extent such activities are

related to the business of SPAC) (each, a " SPAC D&O Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Action, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Closing, whether asserted or claimed prior to, at or after the Closing, to the fullest extent that SPAC would have been permitted under applicable Law and its respective certificate of incorporation, certificate of formation, bylaws, memorandum and articles of association, limited liability company agreement, limited liability partnership agreement, limited liability limited partnership agreement or other Organizational Documents in effect on the date of this Agreement to indemnify such SPAC D&O Indemnified Parties (including the advancing of expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, the Company and Surviving Entity 2 shall, (i) for a period of not less than six years from the Closing, maintain in effect provisions in their Organizational Documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of SPAC's former and current officers, directors, employees, and agents that are no less favorable to those Persons than such provisions in SPAC's Organizational Documents as in effect as of the date of this Agreement, and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law.

(b) For a period of six years from the Closing, the Company shall, at its cost and expense, maintain in effect directors' and officers' liability insurance (a "SPAC D&O Insurance") covering those Persons who are currently covered by SPAC's directors' and officers' liability insurance policies (including, in any event, the SPAC D&O Indemnified Parties) on terms not less favorable than the terms of such current insurance coverage; provided that the aggregate cost of the SPAC D&O Insurance shall not be in excess of 300% of the aggregate annual premium payable by SPAC for such insurance policy for the year ended December 31, 2021; provided, however, that (i) SPAC may, at the Company's cost and expense, cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six-year "tail" policy with respect to claims existing or occurring at or prior to the Closing and if and to the extent such policies have been obtained prior to the Closing with respect to any such Persons, SPAC shall maintain such policies in effect and continue to honor the obligations thereunder, and (ii) if any claim is asserted or made within such six-year period, any insurance required to be maintained under this Section 5.5 shall be continued in respect of such claim until the final disposition thereof.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 5.5 shall survive the Closing and shall be binding, jointly and severally, on the Company and Surviving Entity 2 and all of their respective successors and assigns. In the event that the Company and Surviving Entity 2 or any of their respective successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving company or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, the Company and Surviving Entity 2 shall ensure that proper provision shall be made so that the successors and assigns of the Company and Surviving Entity 2, as the case may be, shall succeed to the obligations set forth in this Section 5.5.

(d) The provisions of Section 5.5(a) through (c) (i) are intended to be for the benefit of, and shall be enforceable by, each Person who is now, or who has been at any time prior to the date of this Agreement or who becomes prior to the Closing, a SPAC D&O Indemnified Party, his or her heirs and his or her personal representatives, (ii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have, whether pursuant to Law, Contract, Organizational Documents, or otherwise and (iii) shall not be terminated or modified in such a manner as to adversely affect any SPAC D&O Indemnified Party without the consent of such SPAC D&O Indemnified Party.

Section 5.6. Post-Closing Board of Directors of the Company . Subject to the terms of the A&R Company Charter, the Company shall take all such action within its power as may be necessary or appropriate such that immediately following the Closing, the board of directors of the Company (i) shall include one director designated by SPAC pursuant to a written notice to be delivered to the Company sufficiently in advance of the date on which the Proxy/Registration Statement is declared effective under the Securities Act, subject to such Person being reasonably acceptable to the Company and passing customary background

checks (all such directors of the Company following the Closing, the " Company Directors") and (ii) shall have reconstituted its applicable committees to consist of the directors designated by the Company prior to the Closing Date; provided, however, that any such directors designated by the Company in accordance with clause (ii) of this sentence as members of the audit committee shall qualify as "independent" under the listing rules of the Stock Exchange.

Section 5.7. Notice of Developments. During the Interim Period, the Company shall promptly (and in any event prior to the Closing) notify SPAC in writing, and SPAC shall promptly (and in any event prior to the Closing) notify the Company in writing, upon any of the Group Companies or SPAC, as applicable, becoming aware (awareness being determined with reference to the Knowledge of the Company or the Knowledge of SPAC, as the case may be) (i) of the occurrence or non-occurrence of any event the occurrence or non-occurrence of which has caused or is reasonably likely to cause any condition to the obligations of any Party to effect the Transactions not to be satisfied or (ii) of any notice or other communication from any Governmental Authority which is reasonably likely to have a material adverse effect on the ability of the parties hereto to consummate the Transactions or to materially delay the timing thereof. The delivery of any notice pursuant to this Section 5.7 shall not cure any breach of any representation or warranty requiring disclosure of such matter or any breach of any covenant, condition or agreement contained in this Agreement or any other Transaction Document or otherwise limit or affect the rights of, or the remedies available to, SPAC or the Company, as applicable. Notwithstanding anything to the contrary contained herein, any failure to give such notice pursuant to this Section 5.7 shall not give rise to any liability of the Company or SPAC or be taken into account in determining whether the conditions in Article VIII have been satisfied or give rise to any right of termination set forth in Article IX.

Section 5.8. Financials. As promptly as reasonably practicable after the date of this Agreement, the Company shall deliver to SPAC (i) the audited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2022, and the related audited consolidated statements of income and profit and loss, and cash flows, for the fiscal year then ended together with the auditor's reports thereon and (ii) any other audited and unaudited consolidated balance sheets of the Company and its Subsidiaries and the related audited or unaudited consolidated statements of income and profit and loss, and cash flows that are required to be included in the Proxy/Registration Statement (in each case to the extent not already delivered by the Company to SPAC prior to the date hereof) (collectively, the "Additional Financial Statements"). The Company and SPAC shall each use its reasonable efforts (a) to assist the other, upon advance written notice, during normal business hours and in a manner such as to not unreasonably interfere with the normal operation of the Company or any of its Subsidiaries or SPAC, in preparing in a timely manner any other financial information or statements (including customary pro forma financial statements) that are required to be included in the Proxy/Registration Statement and any other filings to be made by SPAC or the Company with the SEC in connection with the Transactions and (b) to obtain the consents of its auditors with respect thereto as may be required by applicable Law or requested by the SEC in connection therewith. Upon delivery of the Additional Financial Statements, the representations and warranties set forth in Section 3.9(c) shall be deemed to apply to the Additional Financial Statements in the same manner as the Company Financial Statements, *mutatis mutandis*, with the same force and effect as if included in Section 3.9(c) as of the date of this Agreement.

Section 5.9. No Trading. The Company acknowledges and agrees that it is aware, and that its Controlled Affiliates have been made aware of the restrictions imposed by U.S. federal securities laws and the rules and regulations of the SEC promulgated thereunder or otherwise and other applicable foreign and domestic Laws on a Person possessing material nonpublic information about a publicly traded company. The Company hereby agrees that it shall not purchase or sell any securities of SPAC in violation of such Laws, or cause or encourage any Person to do the foregoing.

Section 5.10. Distribution Agreement and Put Option Agreements.

(a) Prior to the Closing, the Company agrees to use its reasonable best efforts to procure the parties to the Distribution Agreement to take such actions as may be necessary for the performance of such parties' respective obligations thereunder.

(b) Prior to the Closing, the Company shall procure that the parties to the Distribution Agreement and each of the Put Option Agreements not to amend or modify, or waive (in whole or in part) of any provision or remedy under, or make any replacements of, the Distribution Agreement or the Put Option Agreements, in each case, without the prior written consent of SPAC (such consent not to be unreasonably withheld, conditioned or delayed).

Section 5.11. Additional Pre-Closing Actions. During the Interim Period, the Company shall, and shall cause its Subsidiaries to, use their respective commercially reasonable efforts to undertake the actions set forth on Section 5.11 of the Company Disclosure Letter

Section 5.12. Additional Agreements.

(a) Prior to the Closing, the Company shall (i) deliver, or cause to be delivered to SPAC lock-up agreements substantially in the form attached hereto as Exhibit J (the "Lock-Up Agreement") executed by each Company Shareholder listed on Section 5.12(a) of the Company Disclosure Letter, and (ii) use its commercially reasonable efforts to deliver, or cause to be delivered, to SPAC Lock-Up Agreements executed by each Company Shareholder (prior to giving effect to any PIPE Financing) who is not a party to the Company Support Agreement and who is not listed on Section 5.12(a) of the Company Disclosure Letter, each of which shall be effective as of the Closing. The Company shall not, without the prior written consent of SPAC, permit any amendment or modification to, or any waiver (in whole or in part) of any provision under, any of the Lock-Up Agreements (or in the case of any amendment or modification, the form of the Lock-Up Agreement).

(b) The Company shall (i) require, as a condition to any Person receiving any Equity Securities of the Company in connection with the Pre-Closing Financing, that such Person enter into a Lock-Up Agreement, prior to such Person receiving any Equity Security from the Company, and (ii) procure some or all of the Pre-Closing Financing Investors to enter into a Shareholder Support Agreement, substantially in the form of the Company Support Agreement, in the event that the Company Shareholders who are parties to the Company Support Agreement collectively hold less than two-thirds (2/3) of the issued and outstanding Company Shares after taking account of the Pre-Closing Financing.

ARTICLE VI

COVENANTS OF SPAC

Section 6.1. Conduct of Business. Except (i) as contemplated or permitted by the Transaction Documents (including as contemplated by any PIPE Financing), (ii) as required by applicable Law (including for this purpose any COVID-19 Measures) or relevant Governmental Authorities, (iii) as set forth on Section 6.1 of the SPAC Disclosure Letter or (iv) as consented to by the Company in writing (which consent shall not be unreasonably withheld, conditioned or delayed), during the Interim Period, SPAC (1) shall operate its business in the Ordinary Course and (2) shall not:

(a) (i) seek any approval from SPAC Shareholders to change, modify or amend the Trust Agreement or the SPAC Charter, except as contemplated by the Transaction Proposals or (ii) change, modify or amend the Trust Agreement or its Organizational Documents, except as expressly contemplated by the Transaction Proposals;

(b) (i) subdivide, consolidate, reclassify or amend any terms of its Equity Securities, (ii) redeem, repurchase, cancel or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any of its Equity Securities, other than a redemption of SPAC Class A Ordinary Shares in connection with the exercise of any SPAC Shareholder Redemption Right by any SPAC Shareholder or upon conversion of

SPAC Class B Ordinary Shares in accordance with the SPAC Charter, or (iii) declare, set aside, make or pay any dividend or other distribution, payable in cash, shares, property or otherwise, with respect to any of its share capital;

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

(d) except in the Ordinary Course, (i) make, change or revoke any material Tax election; (ii) change or revoke any material accounting method with respect to Taxes; or (iii) enter into any material closing agreement or other binding written agreement with any Governmental Authority with respect to any material Tax;

(e) except as contemplated by this Agreement, the Transaction Documents, or the Transactions, take any action (or knowingly fail to take any action) where such action or inaction would reasonably be expected to prevent, impair or impede the Intended Tax Treatment;

(f) enter into, renew or amend in any material respect, any transaction or material Contract of SPAC, except for material Contracts entered into in the Ordinary Course; provided, however, that notwithstanding anything to the contrary contained in this Agreement, even if done in the Ordinary Course, SPAC shall not enter into, renew or amend in any respect, any transaction or Contract involving any SPAC Related Party, except as expressly provided in the Transaction Documents (other than Working Capital Loans that the SPAC may obtain in the Ordinary Course);

(g) incur, assume, guarantee or repurchase or otherwise become liable for any Indebtedness, or issue or sell any debt securities or options, warrants or other rights to acquire debt securities, in any such case in a principal amount, as applicable, exceeding $500,000 in the aggregate, other than (i) Indebtedness or other Liabilities expressly set out in the SPAC Disclosure Letter, and (ii) Liabilities that qualify as SPAC Transaction Expenses (including, for the avoidance of doubt, any Working Capital Loans in an aggregate amount not exceeding $1,500,000 (provided that any Working Capital Loans obtained by SPAC in connection with the Extension Proposal or in connection with obtaining the SPAC Shareholder Extension Approval shall not be taken into account in determining whether such $1,500,000 threshold has been met));

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

(i) (i) issue any Equity Securities, other than (A) the issuance of SPAC Class A Ordinary Shares upon conversion of SPAC Class B Ordinary Shares in accordance with the SPAC Charter, or (B) the issuance of SPAC Warrants pursuant to any Working Capital Loans, or (ii) grant any options, warrants or other equity-based awards;

(j) settle or agree to settle any Action before any Governmental Authority or any other third party or that imposes injunctive or other non-monetary relief on SPAC;

(k) form any Subsidiary;

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

(m) enter into any agreement or otherwise make any commitment to do any action prohibited under this Section 6.1.

For the avoidance of doubt, if any action taken or refrained from being taken by SPAC is covered by a subsection of this Section 6.1 and not prohibited thereunder, the taking or not taking of such action shall be deemed not to be in violation of any other part of this Section 6.1.

Section 6.2. Access to Information. Upon reasonable prior notice and subject to applicable Law and appropriate COVID-19 Measures, during the Interim Period, SPAC shall, and shall cause each of its officers,

directors and employees to, and shall use its commercially reasonable efforts to cause its Representatives to, afford the Company and its Representatives, following reasonable notice from SPAC in accordance with this Section 6.2, in such manner as to not interfere with the normal operation of SPAC, reasonable access during normal business hours to the officers, employees, agents, properties, offices and other facilities, books and records of it, and financial and operating data, and other information concerning the affairs of SPAC that are in the possession of SPAC, in each case, as shall be reasonably requested solely for purposes of and that are necessary for consummating the Transactions; provided, however, that in each case, SPAC shall not be required to disclose any document or information, or permit any inspection, that would, in the reasonable judgment of SPAC, (a) result in the disclosure of any trade secrets or violate the terms of any confidentiality provisions in any agreement with a third party, (b) result in a violation of applicable Law, including any fiduciary duty, (c) result in the loss of the protection of the protection of any attorney-client work product or other applicable privilege (provided that SPAC shall use commercially reasonable efforts to provide any information described in the foregoing clauses (b) and (c) in a manner that would not be so prohibited by Law or would not jeopardize privilege), or (d) result in the disclosure of any sensitive or personal information that would expose SPAC to the risk of Liabilities. All information and materials provided pursuant to this Agreement will be subject to the provisions of the NDA.

Section 6.3. Acquisition Proposals and Alternative Transactions. During the Interim Period, SPAC will not, and it will cause its Affiliates and its and their respective Representatives not to, directly or indirectly: (a) solicit, initiate, submit, facilitate (including by means of furnishing or disclosing information), discuss or negotiate, directly or indirectly, any inquiry, proposal or offer (written or oral) with respect to a SPAC Acquisition Proposal; (b) furnish or disclose any non-public information to any person or entity in connection with or that could reasonably be expected to lead to a SPAC Acquisition Proposal; (c) enter into any agreement, arrangement or understanding regarding a SPAC Acquisition Proposal; or (d) otherwise cooperate in any way with, or assist or participate in, or knowingly facilitate or encourage any effort or attempt by any Person to do or seek to do any of the foregoing.

Section 6.4. Nasdaq Listing. From the date of this Agreement through the Closing, SPAC shall use reasonable best efforts to ensure SPAC remains listed as a public company on Nasdaq.

Section 6.5. SPAC Public Filings. From the date of this Agreement through the Closing, SPAC will accurately and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Laws.

Section 6.6. Section 16 Matters. Prior to the Closing Date, SPAC shall take all such steps (to the extent permitted under applicable Law) as are reasonably necessary to cause any acquisition or disposition of SPAC Class A Ordinary Shares or any derivative thereof that occurs or is deemed to occur by reason of or pursuant to the Transactions by each Person who is or will be or may become subject to Section 16 of the Exchange Act with respect to the Company, including by virtue of being deemed a director by deputization, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 6.7. SPAC Extension. Prior to February 15, 2023, SPAC shall (a) use its reasonable best efforts to cause the SPAC Board as promptly as practicable following the date of this Agreement to approve such amendment to the SPAC Charter to provide that (x) the date by which SPAC must consummate a Business Combination in accordance with the SPAC Charter is extended from March 15, 2023 to June 15, 2023 (such date by which SPAC must consummate a Business Combination in accordance with the SPAC Charter, as amended, and as may be extended in accordance with the provisions of this Section 6.7, the "Business Combination Deadline"), and (y) the SPAC Board may, in its discretion and without any action on the part of the SPAC Shareholders, if requested by Sponsor, extend the Business Combination Deadline on a monthly basis for up to nine (9) times by an additional one (1) month each time after the extension described in the foregoing clause (x), upon five (5) days prior written notice from Sponsor prior to the applicable Business Combination Deadline, until March 15, 2024, unless the Transactions shall have been consummated (such proposal, the "Extension Proposal") and resolve to recommend that the SPAC Shareholders approve such Extension Proposal by special resolution (the "Extension Recommendation"), and not change or modify or propose to change or modify the Extension Recommendation, and (b) prepare and file with the SEC a proxy statement (such proxy statement, together with any amendments or supplements thereto, the "Extension Proxy Statement") for the purpose of soliciting proxies from SPAC Shareholders for the Extension Proposal, which shall include, among other things, (x) a description and introduction of the Company, (y) a statement that this

Agreement and other Transaction Documents have been entered into, and (z) additional economic incentives for SPAC Shareholders that approve the Extension Proposal. SPAC shall (i) comply in all material respects with all applicable Laws, any applicable rules and regulations of Nasdaq, the SPAC Charter and this Agreement in connection with the preparation, filing and distribution of the Extension Proxy Statement, any solicitation of proxies thereunder, the holding of an extraordinary general meeting of SPAC Shareholders to consider, vote on and approve the Extension Proposal (the "SPAC Shareholder Extension Approval"), exercise of the SPAC Shareholder Redemption Right related thereto and making any necessary filings with the Cayman Registrar, and (ii) respond to any comments or other communications, whether written or oral, that SPAC or its counsel may receive from time to time from the SEC or its staff with respect to the Extension Proxy Statement. SPAC or Sponsor shall be responsible for funding any Extension Expenses prior to the Closing Date. Section 7.2(b) shall apply *mutatis mutandis* to the Extension Proxy Statement, the Extension Recommendation and the SPAC Shareholder Extension Approval, including with respect to the actions to be taken by the SPAC Board in connection therewith.

ARTICLE VII

JOINT COVENANTS

Section 7.1. Regulatory Approvals; Other Filings.

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

(b) With respect to each of the Regulatory Approvals and any other requests, inquiries, Actions or other proceedings by or from Governmental Authorities, each of the Parties shall (i) diligently and expeditiously defend and use commercially reasonable efforts to obtain any necessary clearance, approval, consent or Regulatory Approval under any applicable Laws prescribed or enforceable by any Governmental Authority for the Transactions and to resolve any objections as may be asserted by any Governmental Authority with respect to the Transactions; and (ii) cooperate fully with each other in the defense of such matters. To the extent not prohibited by Law, the Company shall promptly furnish to SPAC, and SPAC shall promptly furnish to the Company, copies of any material, substantive notices or written communications received by such party or any of its Affiliates from any Governmental Authority with respect to the Transactions, and each such party shall permit counsel to the other parties an opportunity to review in advance, and each such party shall consider in good faith the views of such counsel in connection with, any proposed material, substantive written communications by such party or its Affiliates to any Governmental Authority concerning the Transactions; provided, however, no Party may enter into any agreement with any Governmental Authority relating to any Regulatory Approval contemplated in this Agreement without the prior written consent of the other Parties. To the extent not prohibited by Law, the Company agrees to provide SPAC and its counsel, and SPAC agrees to provide to the Company and its counsel, the opportunity, to the extent practical, on reasonable advance notice, to participate in any material substantive meetings or discussions, either in person or by telephone, between such party or any of its Affiliates or Representatives, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the Transactions. Each of the Parties agrees to make all filings, to provide all information required of such party and to reasonably cooperate with each other, in each case, in connection with the Regulatory Approvals; provided, further, that such party shall not be required to provide information to the extent that (w) any applicable Law requires it or its Affiliates to restrict or prohibit access to such information, (x) in the reasonable judgment of such party, the information is subject to confidentiality obligations to a third party, (y) in the reasonable judgment of such party, the information is commercially sensitive and disclosure of such information would have a material impact on the business, results of operations or financial condition of such party, or (z) disclosure of any such information would reasonably be likely to result in the loss or waiver of the attorney-client

work product or other applicable privilege. The Company and SPAC shall jointly devise and implement the strategy for obtaining any necessary clearance or approval, for responding to any request, inquiry, or investigation, for electing whether to defend, and, if so, defending any lawsuit challenging the Transactions, and for all meetings and communications with any Governmental Authority concerning the Transactions.

(c) Subject to Section 10.6, the Company, on the one hand, and SPAC, on the other, shall each be responsible for and pay fifty percent (50%) of the fees, costs and expenses incurred in connection with any filing, submission or application for the Governmental Order applicable to the Transactions.

Section 7.2. Proxy/Registration Statement; SPAC Shareholders' Meeting and Approvals; Company Shareholders' Approval.

(a) Proxy/Registration Statement.

(i) As promptly as reasonably practicable after the execution of this Agreement, the Company and SPAC shall jointly prepare, and the Company shall file with the SEC, a registration statement on Form F- 4 (as amended or supplemented from time to time, and including the Proxy Statement, the "Proxy/Registration Statement") relating to (x) the SPAC Shareholders' Meeting to approve and adopt the Transaction Proposals and (y) the registration under the Securities Act of the Company Ordinary Shares representing the Merger Consideration, the Company Warrants and the Company Ordinary Shares issuable upon exercise of the Company Warrants. Each of the Company and SPAC shall use their respective reasonable best efforts to (1) cause the Proxy/Registration Statement when filed with the SEC to comply in all material respects with all Laws applicable thereto and rules and regulations promulgated by the SEC, (2) respond as promptly as reasonably practicable to and resolve all comments received from the SEC concerning the Proxy/Registration Statement, (3) cause the Proxy/Registration Statement to be declared effective under the Securities Act as promptly as practicable and (4) keep the Proxy/Registration Statement effective as long as is necessary to consummate the Transactions. Prior to the effective date of the Proxy/Registration Statement, the Company and SPAC shall take all or any action required under any applicable federal or state securities Laws in connection with the issuance of Company Ordinary Shares and Company Warrants pursuant to this Agreement. Each of the Company and SPAC also agrees to use its reasonable best efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the Transactions, and the Company and SPAC shall furnish all information respectively, concerning SPAC and the Company and its Subsidiaries and any of their respective members or shareholders as may be reasonably requested in connection with any such action. As promptly as practicable after finalization and effectiveness of the Proxy/Registration Statement, SPAC shall (and shall use commercially reasonable efforts to do so within five (5) Business Days of such finalization and effectiveness) mail the Proxy/Registration Statement to the SPAC Shareholders. Each of the Company and SPAC shall furnish to the other parties all information concerning itself, its Subsidiaries, officers, directors, managers, shareholders, and other equityholders and information regarding such other matters as may be reasonably necessary or advisable or as may be reasonably requested by any of them or any Governmental Authority in connection with the Proxy/Registration Statement, or any other statement, filing, notice or application made by or on behalf of the Company, SPAC, or their respective Affiliates to any Governmental Authority (including the Stock Exchange) in connection with the Transactions (collectively, the "Transaction Filings"). Subject to Section 10.6, the Company, on the one hand, and SPAC, on the other, shall each be responsible for and pay fifty percent (50%) of the fees, costs and expenses incurred in connection with the preparation, filing and mailing of the Proxy/Registration Statement in connection with the Transactions.

(ii) Any filing of, or amendment or supplement to, the Proxy/Registration Statement or the Transaction Filings will be mutually prepared and agreed upon by the Company and SPAC. The Company will advise SPAC, promptly after receiving notice thereof, of the time when the Proxy/Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order, of the suspension of the qualification of Company Ordinary Shares and Company Warrants to be issued or issuable in connection with this Agreement for offering or sale in any jurisdiction, or of any request by the SEC for amendment of the Proxy/

Registration Statement or any Transaction Filings or comments thereon and responses thereto or requests by the SEC for additional information and responses thereto, and shall provide SPAC a reasonable opportunity to provide comments and amendments to any such filing. The Company and SPAC shall cooperate and mutually agree upon (such agreement not to be unreasonably withheld or delayed) any response to comments of the SEC or its staff with respect to the Proxy/Registration Statement or any Transaction Filings and any amendment to the Proxy/Registration Statement or any Transaction Filings filed in response thereto.

(iii) If, at any time prior to the First Effective Time, any event or circumstance relating to SPAC or the Company, or their respective officers or directors, should be discovered by SPAC or the Company which is required to be set forth in an amendment or a supplement to the Proxy/Registration Statement so that any of such documents would not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Party that discovers such information shall promptly inform the other Party(ies). Thereafter, the Company and SPAC shall promptly cooperate in the preparation and filing of an appropriate amendment or supplement to the Proxy/Registration Statement describing or correcting such information to be promptly filed with the SEC and, to the extent required by Law, disseminate such amendment or supplement to the SPAC Shareholders.

(b) SPAC Shareholders' Approval.

(i) Prior to or as promptly as practicable after the Proxy/Registration Statement is declared effective under the Securities Act, SPAC shall establish a record date for, duly call, give notice of, convene and hold a meeting of the SPAC Shareholders (including any adjournment or postponement thereof, the "SPAC Shareholders' Meeting") in accordance with the SPAC Charter and applicable Law to be held as promptly as reasonably practicable and, unless otherwise agreed by SPAC and the Company in writing, in any event not more than forty-five (45) days following the date that the Proxy/Registration Statement is declared effective under the Securities Act for the purpose of voting on the Transaction Proposals and obtaining the SPAC Shareholders' Approval (including the approval of any adjournment or postponement of such meeting for the purpose of soliciting additional proxies in favor of the adoption of the Transaction Proposals), providing SPAC Shareholders with the opportunity to elect to exercise their SPAC Shareholder Redemption Right and such other matters as may be mutually agreed by SPAC and the Company. SPAC will use its reasonable best efforts (A) to solicit from its shareholders proxies in favor of the adoption of the Transaction Proposals, including the SPAC Shareholders' Approval, and will take all other action necessary or advisable to obtain such proxies and SPAC Shareholders' Approval and (B) to obtain the vote or consent of its shareholders required by and in compliance with all applicable Law, Nasdaq rules and the SPAC Charter. SPAC (x) shall consult with the Company regarding the record date and the date of the SPAC Shareholders' Meeting prior to determining such dates and (y) shall not adjourn or postpone the SPAC Shareholders' Meeting without the prior written consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, that SPAC shall adjourn or postpone the SPAC Shareholders' Meeting (1) to the extent necessary to ensure that any supplement or amendment to the Proxy/Registration Statement that SPAC or the Company reasonably determines is necessary to comply with applicable Laws, is provided to the SPAC Shareholders in advance of a vote on the adoption of the Transaction Proposals, (2) if, as of the time that the SPAC Shareholders' Meeting is originally scheduled, there are insufficient SPAC Shares represented at such meeting (either in person or by proxy) to constitute a quorum necessary to conduct the business of the SPAC Shareholders' Meeting, (3) if, as of the time that the SPAC Shareholders' Meeting is originally scheduled, adjournment or postponement of the SPAC Shareholders' Meeting is necessary to enable SPAC to solicit additional proxies required to obtain SPAC Shareholders' Approval, (4) in order to seek withdrawals from SPAC Shareholders who have exercised their SPAC Shareholder Redemption Right if a number of SPAC Shares have been elected to be redeemed such that SPAC reasonably expects that the condition set forth in Section 8.3(c) will not be satisfied at the Closing, or (5) to comply with applicable Law; provided, further, however, that without the prior written consent of the Company (which consent shall not be unreasonably conditioned, withheld or delayed), SPAC shall not adjourn or postpone on more than two

(2) occasions and so long as the date of the SPAC Shareholders' Meeting is not adjourned or postponed more than fifteen (15) consecutive days in connection with such adjournment or postponement.

(ii) The Proxy/Registration Statement shall include a statement to the effect that SPAC Board has unanimously recommended that the SPAC Shareholders vote in favor of the Transaction Proposals at the SPAC Shareholders' Meeting (such statement, the "SPAC Board Recommendation") and neither the SPAC Board nor any committee thereof shall withhold, withdraw, qualify, amend or modify, or publicly propose or resolve to withhold, withdraw, qualify, amend or modify, the SPAC Board Recommendation (a "SPAC Change in Recommendation").

(c) Required Shareholders' Approval.

(i) Prior to or as promptly as practicable after the Proxy/Registration Statement is declared effective under the Securities Act, the Company shall establish a record date for, duly call, give notice of, convene and hold a meeting of the Company Shareholders (including any adjournment thereof, the "Company Shareholders' Meeting") in accordance with the Company Charter and applicable Law to be held as promptly as reasonably practicable following the date that the Proxy/Registration Statement is declared effective under the Securities Act for the purpose of obtaining the Required Shareholders' Approval (including the approval of any adjournment of such meeting for the purpose of soliciting additional proxies in favor of the Required Shareholders' Approval) and approval of such other matters as may be mutually agreed by SPAC and the Company. The Company will use its reasonable best efforts to obtain the vote or consent of its shareholders required by and in compliance with all applicable Law, the Company Charter and the Shareholders Agreement. The Company (y) shall set the date of the Company Shareholders' Meeting not more than thirty (30) days after the Proxy/Registration Statement is declared effective and (z) shall not adjourn the Company Shareholders' Meeting without the prior written consent of SPAC (which consent shall not be unreasonably conditioned, withheld or delayed); provided, however, that the Company may adjourn the Company Shareholders' Meeting (1) if, as of the time that the Company Shareholders' Meeting is originally scheduled, there are insufficient Company Shares represented at such meeting (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Shareholders' Meeting, (2) if, as of the time that the Company Shareholders' Meeting is originally scheduled, adjournment of the Company Shareholders' Meeting is necessary to enable the Company to solicit additional proxies required to obtain the Required Shareholders' Approval, or (3) to comply with applicable Law; provided, however, that for both prior clauses (1) and (2) in the aggregate the Company may adjourn on only one occasion and so long as the date of the Company Shareholders' Meeting is not adjourned or postponed more than fifteen (15) consecutive days.

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

Section 7.3. Support of Transaction. Without limiting any covenant contained in Article V or Article VI (a) the Company shall, and shall cause its Subsidiaries to, and (b) SPAC shall, (i) use reasonable best efforts to obtain all material consents and approvals of third parties that the Company and any of its Subsidiaries or SPAC, as applicable, are required to obtain in order to consummate the Transactions, (ii) use reasonable best efforts to take such other action as may be reasonably necessary or as another party hereto may reasonably request to satisfy the conditions of Article VIII or otherwise to comply with this Agreement and to consummate the Transactions as soon as practicable; provided, however, that, notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, including this Article VII, shall require the Company, any of its Subsidiaries or SPAC or any of their respective Affiliates to (A) commence or threaten to commence, pursue or defend against any Action, whether judicial or administrative, (B) seek to have any stay or Governmental Order vacated or reversed, (C) propose, negotiate,

commit to or effect by consent decree, hold separate order or otherwise, the sale, divestiture, licensing or disposition of any assets or businesses of the Company or any of its Subsidiaries or SPAC, (D) take or commit to take actions that limit the freedom of action of the Company, any of its Subsidiaries or SPAC with respect to, or the ability to retain, control or operate, or to exert full rights of ownership in respect of, any of the businesses, product lines or assets of the Company, any of its Subsidiaries or SPAC or (E) grant any financial, legal or other accommodation to any other Person, including agreeing to change any of the terms of the Transactions.

Section 7.4. Tax Matters. The Parties intend that (i) the Mergers, taken together, are to constitute an integrated transaction described in Revenue Ruling 2001-46, 2001-2 C.B. 321 that qualifies as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations promulgated thereunder and (ii) the SPAC Class B Conversion qualifies as a "reorganization" within the meaning of Section 368(a)(1)(E) of the Code and the Treasury Regulations promulgated thereunder (the "Intended Tax Treatment") and the Parties shall reasonably cooperate with each other and their respective tax counsel to document and support the Intended Tax Treatment and take all the actions described in Section 7.4 of the Company Disclosure Letter. The Parties agree and acknowledge that, for U.S. federal income tax purposes, it is intended that this Agreement constitutes, and is adopted as, a separate "plan of reorganization" within the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a) for each of the Mergers and the SPAC Class B Conversion for purposes of Sections 354, 361 and 368 of the Code and the Treasury Regulations promulgated thereunder. Except as contemplated by this Agreement, the Transaction Documents, or the Transactions, each of the Parties shall not take any action, or knowingly fail to take any action, which action or failure to act would reasonably be expected to prevent, impair or impede the Intended Tax Treatment. Each of the Parties shall (and shall cause their respective Affiliates to) report the Mergers and the SPAC Class B Conversion consistently with the Intended Tax Treatment unless otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code. Upon the request of either Party's tax counsel, prior to Closing, each of the Company and SPAC shall use reasonable best efforts to deliver to such tax counsel customary representations letters as shall be reasonably necessary or appropriate to enable such tax counsel to render an opinion regarding the Intended Tax Treatment, provided, however, that a Party's failure to execute and deliver such representation letter shall not cause such Party to fail to satisfy the condition in Sections 8.2(b) or 8.3(b) of the Agreement, as applicable.

Section 7.5. Shareholder Litigation. Each Party shall promptly advise the other Parties of any Action commenced (or to the Knowledge of the Company or the Knowledge of SPAC, as applicable, threatened) on or after the date of this Agreement against such party, any of its Subsidiaries or any of its directors or officers by any Company Shareholder or SPAC Shareholder relating to this Agreement, the Mergers or any of the other Transactions (any such Action, "Shareholder Litigation"), and such party shall keep the other party informed regarding any such Shareholder Litigation. Other than with respect to any Shareholder Litigation where the parties identified in this sentence are adverse to each other or in the context of any Shareholder Litigation related to or arising out of a Company Acquisition Proposal or a SPAC Acquisition Proposal, (a) the Company shall give SPAC a reasonable opportunity to participate in the defense or settlement of any such Shareholder Litigation (and consider in good faith the suggestions of SPAC in connection therewith) brought against the Company, any of their respective Subsidiaries or any of their respective directors or officers and no such settlement shall be agreed to without the SPAC's prior consent (which consent shall not be unreasonably withheld, conditioned or delayed) and (b) SPAC shall give the Company a reasonable opportunity to participate in the defense or settlement of any such Shareholder Litigation (and consider in good faith the suggestions of the Company in connection therewith) brought against SPAC or any of its directors or officers, and no such settlement shall be agreed to without the Company's prior consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 7.6. Pre-Closing Financing and PIPE Financing.

(a) As promptly as reasonably practicable after the date hereof, the Company shall, and shall cause its Affiliates to, use commercially reasonable efforts to take promptly, or cause to be taken, all actions, and to do promptly, or cause to be done, all things necessary, proper or advisable (i) with reasonable prior notice to SPAC, enter into such Contracts (the "Pre-Closing Financing Agreements") with investors (the "Pre-Closing Financing Investors"), in a form and with terms reasonably acceptable to SPAC and the Company, pursuant to which the Pre-Closing Financing Investors commit to acquiring Equity Securities

of the Company, with the form of such Equity Securities to be agreed by the Company and SPAC (the "Pre-Closing Financing"); and (ii) consummate any Pre-Closing Financing at such time as may be agreed upon between the Company and SPAC and in accordance with the terms and conditions of the Pre-Closing Financing Agreements. The Company shall not, without the consent of SPAC (such consent not to be unreasonably withheld, conditioned or delayed), permit any amendment or modification to be made to, or any waiver (in whole or in part) of any provision or remedy under, or any replacements of, any of the Pre-Closing Financing Agreements. The Company shall, and shall cause its financial advisors and legal counsel to, keep SPAC and SPAC's financial advisors and legal counsel reasonably informed with respect to such Pre-Closing Financing.

(b) SPAC and the Company shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take promptly, or cause to be taken, all actions, and to do promptly, or cause to be done, all things necessary, proper or advisable (i) to obtain executed subscription agreements (such executed subscription agreements, the "Subscription Agreements"), which shall have terms, and be in a form, reasonably acceptable to SPAC and the Company, from investors (the "PIPE Investors") pursuant to which the PIPE Investors commit to make private investments in public equity in the form of Company Ordinary Shares at the Closing (the "PIPE Financing"), and (ii) to consummate the PIPE Financing substantially concurrently with the Closing. SPAC and the Company shall not, without the consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), permit any amendment or modification to be made to, or any waiver (in whole or in part) of any provision or remedy under, or any replacements of, any of the Subscription Agreements. The Parties agree that SPAC shall be an intended third party beneficiary of any Subscription Agreements to the extent SPAC is not a party thereto. From the date hereof until the Closing Date, SPAC and the Company shall, and shall cause their respective financial advisors and legal counsels to, keep each other and their respective financial advisors and legal counsels reasonably informed with respect to the PIPE Financing.

ARTICLE VIII

CONDITIONS TO OBLIGATIONS

Section 8.1. Conditions to Obligations of Each Party. The respective obligations of each Party to this Agreement to effect the Mergers and the other Transactions, shall be subject to the satisfaction at or prior to the Closing of the following conditions, any one or more of which may be waived in writing by the party or parties whose obligations are conditioned thereupon:

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

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

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

(d) After deducting the SPAC Shareholder Redemption Amount, SPAC shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act); and

(e) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) or Governmental Order that is then in effect and which has the effect of making the Closing illegal or which otherwise prohibits consummation of the Closing (any of the foregoing, a "restraint"), other than any such restraint that is immaterial.

(f) The Capital Restructuring shall have been completed in accordance with the terms hereof and the Company's Organizational Documents.

Section 8.2. Additional Conditions to Obligations of SPAC. The obligations of SPAC to consummate, or cause to be consummated, the Transactions shall be subject to the satisfaction at or prior to the Closing Date of each of the following additional conditions, any one or more of which may be waived in writing by SPAC:

(a) The representations and warranties contained in the first sentence of Section 3.1 (Organization, Good Standing and Qualification), Section 3.5 (Authorization) and Section 3.10(b) (Absence of Changes) shall be true and correct in all respects as of the Closing Date as if made at and as of the Closing Date. The representations and warranties contained in Section 3.2 (Subsidiaries), Section 3.4 (Capitalization of Subsidiaries) and Section 3.17 (Brokers) (disregarding any qualifications and exceptions contained therein relating to materiality, "material" or "Company Material Adverse Effect" or any similar qualification or exception) shall be true and correct in all material respects as of the Closing Date as if made at and as of the Closing Date (except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties (disregarding any such qualifications and exceptions) shall be true and correct in all material respects at and as of such date). The representations and warranties contained in Section 3.3(a) and Section 3.3(b) (Capitalization of the Company) shall be true and correct in all respects, except for inaccuracies that, individually or in the aggregate, have no more than a *de minimis* effect as of the Closing Date as if made at and as of the Closing Date (except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date). Each of the other representations and warranties of the Company contained in this Agreement shall be true and correct as of the Closing Date as if made at and as of the Closing Date (except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct at and as of such date) except for inaccuracies in or the failure of such representations and warranties to be true and correct that (disregarding any qualifications or exceptions contained therein relating to materiality, "material" or "Company Material Adverse Effect" or any similar qualification or exception) individually or in the aggregate, has not had, and would not reasonably be expected to have, a Company Material Adverse Effect;

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

(c) (i) the Distribution Agreement and each of the Put Option Agreements shall continue to be in full force and effect, (ii) no Group Company that is a party thereto shall be in material breach thereof or shall have failed to perform its obligations thereunder in any material respect, and (iii) no party thereto shall have delivered written notice that it intends to terminate the Distribution Agreement.

Section 8.3. Additional Conditions to Obligations of the Company, Merger Sub 1 and Merger Sub 2. The obligations of the Company, Merger Sub 1 and Merger Sub 2 to consummate, or cause to be consummated, the Transactions shall be subject to the satisfaction at or prior to the Closing Date of each of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) The representations and warranties contained in Section 4.1 (Organization, Good Standing, Corporate Power and Qualification), Section 4.4 (Authorization) and Section 4.8(b) (Absence of Changes) shall be true and correct in all respects as of the Closing Date as if made at and as of the Closing Date. The representations and warranties contained in Section 4.3 (Corporate Structure; Subsidiaries) and Section 4.10 (Brokers) shall be true and correct in all material respects as of the Closing Date as if made at and as of the Closing Date (except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date). The representations and warranties contained in Section 4.2 (Capitalization and Voting Rights) shall be true and correct in all respects, except for inaccuracies that, individually or in the aggregate, have no more than a *de minimis* effect as of the Closing Date as if made at and as of the Closing Date (except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct in all material respects at and as of such date). Each of the other representations and warranties of SPAC contained in this

Agreement shall be true and correct as of the Closing Date (except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct at and as of such date) except for inaccuracies in or the failure of such representations and warranties to be true and correct that (disregarding any qualifications or exceptions contained therein relating to materiality, "material" or "SPAC Material Adverse Effect" or any similar qualification or exception) individually or in the aggregate, has not had, and would not reasonably be expected to have, a SPAC Material Adverse Effect;

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

(c) The Aggregate Cash Proceeds shall not be less than $100,000,000 prior to payment of any unpaid or contingent liabilities, deferred underwriting fees of SPAC, Company Transaction Expenses, or SPAC Transaction Expenses.

Section 8.4. Frustration of Conditions. None of SPAC, Merger Sub 1, Merger Sub 2 or the Company may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was caused by such party's failure to comply in all material respects with its obligations under Section 7.3.

ARTICLE IX

TERMINATION/EFFECTIVENESS

Section 9.1. Termination. This Agreement may be terminated and the Transactions abandoned at any time prior to the First Effective Time:

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

(b) by written notice from the Company or SPAC to the other if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which has become final and nonappealable and has the effect of making consummation of the Transactions illegal or otherwise preventing or prohibiting consummation of the Transactions;

(c) by written notice from the Company to SPAC if the SPAC Board or any committee thereof shall have made a SPAC Change in Recommendation;

(d) by written notice from the Company to SPAC if SPAC fails to obtain the SPAC Shareholder Extension Approval upon vote taken thereon at a duly convened meeting of the SPAC Shareholders (or at a meeting of SPAC Shareholders following any adjournment or postponement thereof);

(e) by written notice from the Company or SPAC to the other if the SPAC Shareholders' Approval shall not have been obtained by reason of the failure to obtain the required vote at the SPAC Shareholders' Meeting duly convened therefor or at any adjournment or postponement thereof taken in accordance with this Agreement;

(f) by written notice from SPAC to the Company if there is any breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, such that the conditions specified in Section 8.2 would not be satisfied at the relevant Closing Date (a "Terminating Company Breach"), except that, if such Terminating Company Breach is curable by the Company then, for a period of up to 30 days after receipt by the Company of written notice from SPAC of such breach, such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within such 30-day period; provided that SPAC shall not have the right to terminate this Agreement pursuant to this Section 9.1(f) if it is then in material breach of any of its representations, warranties, covenants or agreements set forth in this Agreement;

(g) by written notice from SPAC to the Company if the Required Shareholders' Approval shall not have been obtained by reason of the failure to obtain (i) the required votes at the Company Shareholders' Meeting duly convened therefor or at any adjournment or postponement thereof taken in accordance with this Agreement, or (ii) unanimous written resolutions of the Company Shareholders;

(h) by written notice from the Company to SPAC if there is any breach of any representation, warranty, covenant or agreement on the part of SPAC set forth in this Agreement, such that the conditions specified in Section 8.3 would not be satisfied at the Closing Date (a " Terminating SPAC Breach"), except that if any such Terminating SPAC Breach is curable by SPAC then, for a period of up to 30 days after receipt by SPAC of written notice from the Company of such breach, such termination shall not be effective, and such termination shall become effective only if the Terminating SPAC Breach is not cured within such 30-day period; provided that the Company shall not have the right to terminate this Agreement pursuant to this Section 9.1(h) if it is then in material breach of any of its representations, warranties, covenants or agreements set forth in this Agreement; or

(i) by written notice from SPAC or the Company to the other, if the transactions contemplated by this Agreement shall not have been consummated on or prior to March 15, 2024 (the "Termination Date"); provided that the right to terminate this Agreement pursuant to this Section 9.1(i) will not be available to any Party whose breach of any provision of this Agreement primarily caused or resulted in the failure of the transactions contemplated by this Agreement to be consummated by the Termination Date; provided, further, that the Termination Date may be extended to a later date by mutual written consent of the Company and SPAC, in which case such later date shall be deemed the "Termination Date."

Section 9.2. Effect of Termination.

(a) In the event of the termination of this Agreement pursuant to Section 9.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its respective Affiliates, officers, directors or shareholders, other than liability of any Party for fraud or any willful and material breach of this Agreement occurring prior to such termination, except that the provisions of this Section 9.2, Section 7.1(c), the last sentence of Section 7.2(a)(i), Article X and the NDA shall survive any termination of this Agreement.

(b) In the event that this Agreement is terminated pursuant to Section 9.1 (other than a termination pursuant to Section 9.1(c) or Section 9.1(h)), then notwithstanding anything to the contrary herein, as soon as reasonably practicable following such a termination, SPAC shall deliver, or cause to be delivered, to the Company a written statement (the "SPAC Termination Statement") setting forth the amount of the Extension Expenses, which shall include the wire transfer instructions thereof. During the ten (10)-day period following the Company's receipt of the SPAC Termination Statement, SPAC shall consider in good faith any reasonable comments of the Company to the SPAC Termination Statement. If the Company and SPAC agree to make any modification to the SPAC Termination Statement, then such SPAC Termination Statement as so agreed by the Company and SPAC to be modified shall be deemed to be the SPAC Termination Statement for purposes of determining the amounts that the Company shall pay or cause to be paid pursuant to this Section 9.2(b). Within ten (10) days after receiving the SPAC Termination Statement, the Company shall pay, or cause to be paid, to SPAC or SPAC's designee an amount in cash equal to (i) one hundred percent (100%) of the Extension Expense specified on the SPAC Termination Statement, as modified, in the event that (A) this Agreement is terminated pursuant to Section 9.1(f) or Section 9.1(g), or (B) (x) this Agreement is terminated pursuant to Section 9.1(a) or Section 9.1(i), and (y) at the time of such termination, the condition set forth in Section 8.3(c) is the only condition under Article VIII that would not be capable of being satisfied at the Closing, and the Company is not willing to unconditionally waive such condition; or (ii) fifty percent (50%) of the Extension Expense specified on the SPAC Termination Statement, as modified, in the event that this Agreement is terminated pursuant to Section 9.1(a), Section 9.1(b), Section 9.1(d), Section 9.1(e), or Section 9.1(i) (with respect to a termination pursuant to Section 9.1(a) or Section 9.1(i), other than under the circumstance specified in the foregoing clause (i)(B)).

ARTICLE X

MISCELLANEOUS

Section 10.1. Trust Account Waiver. Notwithstanding anything to the contrary set forth in this Agreement, each of the Company, Merger Sub 1 and Merger Sub 2 acknowledges that it has read the publicly filed final prospectus of SPAC, filed with the SEC on March 12, 2021 (File No. 333-253334), including the

Trust Agreement, and understands that SPAC has established the trust account described therein (the "Trust Account") for the benefit of SPAC's public shareholders and that disbursements from the Trust Account are available only in the limited circumstances set forth therein. Each of the Company, Merger Sub 1 and Merger Sub 2 further acknowledges and agrees that SPAC's sole assets consist of the cash proceeds of SPAC's initial public offering (the "IPO") and private placements of its securities occurring simultaneously with the IPO, and that substantially all of these proceeds have been deposited in the Trust Account for the benefit of its public shareholders. Accordingly, each of the Company (on behalf of itself and its Affiliates, Representatives and equityholders), Merger Sub 1 and Merger Sub 2 hereby waives any past, present or future claim of any kind arising out of this Agreement against, and any right to access, the Trust Account, any trustee of the Trust Account to collect from the Trust Account any monies that may be owed to them by SPAC or any of its Affiliates for any reason whatsoever, and will not seek recourse against the Trust Account at any time for any reason whatsoever, including, without limitation, for any knowing and intentional material breach by any of the parties to this Agreement of any of its representations or warranties as set forth in this Agreement, or such party's breach of any of its covenants or other agreements set forth in this Agreement. This Section 10.1 shall survive the termination of this Agreement for any reason.

Section 10.2. Waiver. Any party to this Agreement may, at any time prior to the Closing, by action taken by its board of directors or officers or Persons thereunto duly authorized, (a) extend the time for the performance of the obligations or acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties (of another party hereto) that are contained in this Agreement or (c) waive compliance by the other parties hereto with any of the agreements or conditions contained in this Agreement, but such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such extension or waiver.

Section 10.3. Notices. All general notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by courier or sent by registered post or sent by electronic mail to the intended recipient thereof at its address or at its email address set out below (or to such other address or email address as a party may from time to time notify the other parties). Any such notice, demand or communication shall be deemed to have been duly served (a) if given personally or sent by courier, upon delivery during normal business hours at the location of delivery or, if later, then on the next Business Day after the day of delivery; (b) if sent by electronic mail during normal business hours at the location of delivery, immediately, or, if later, then on the next Business Day after the day of delivery; (c) the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt), and (d) if sent by registered post, five days after posting. The initial addresses and email addresses of the parties for the purpose of this Agreement are:

(a) If to SPAC, to:

L Catterton Asia Acquisition Corp
8 Marina View, Asia Square Tower 1
#41-03, Singapore 018960
Attention: James Steinthal
Email: Jim.Steinthal@lcatterton.com

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

Kirkland & Ellis
26th Floor, Gloucester Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attn: Jesse Sheley
Joseph Raymond Casey
E-mail: jesse.sheley@kirkland.com
joseph.casey@kirkland.com

(b) If to the Company, Merger Sub 1 or Merger Sub 2, to:

Lotus Technology Inc.
No. 800 Century Avenue
Pudong District
Shanghai 200120, People's Republic of China
Attention: Alexious Lee, Chief Financial Officer
Email: Alexious.Lee@lotuscars.com.cn

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

Skadden, Arps, Slate, Meagher & Flom LLP
30/F, China World Office 2
No. 1, Jian Guo Men Wai Avenue
Beijing 100004, China
Email: peter.huang@skadden.com
Attention: Peter X. Huang

Section 10.4. Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties hereto and any such transfer without prior written consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 10.5. Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to (a) confer upon or give any Person (including any equityholder, any current or former director, manager, officer, employee or independent contractor of the Company or any of its Subsidiaries, or any participant in any Benefit Plan or other employee benefit plan, agreement or other arrangement (or any dependent or beneficiary thereof)), other than the parties hereto, any right or remedies under or by reason of this Agreement, (b) establish, amend or modify any employee benefit plan, program, policy, agreement or arrangement or (c) limit the right of SPAC, the Company or their respective Affiliates to amend, terminate or otherwise modify any Benefit Plan or other employee benefit plan, policy, agreement or other arrangement following the Closing; provided, however, that (i) the SPAC D&O Indemnified Parties (and their successors, heirs and representatives) are intended third-party beneficiaries of, and may enforce, Section 6.5, and (ii) the Non-Recourse Parties (and their successors, heirs and representatives) are intended third-party beneficiaries of, and may enforce, Section 10.17.

Section 10.6. Expenses. Except as set forth in Sections 7.1(c), Section 7.2(a)(i), Section 5.5(b) and Section 9.2(b), each party hereto shall be responsible for and pay its own expenses incurred in connection with this Agreement and the Transactions, including all fees of its legal counsel, financial advisers and accountants; provided, however, that if the Closing shall occur, the Company shall pay or cause to be paid, in accordance with Section 2.4(b) (iv), the SPAC Transaction Expenses and the Company Transaction Expenses.

Section 10.7. Governing Law. This Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws that would otherwise require the application of the law of any other state (provided that the fiduciary duties of the Company Board and the SPAC Board, the Mergers and any exercise of appraisal and dissenters' rights under the laws of the Cayman Islands with respect to the Mergers, shall in each case be governed by the laws of the Cayman Islands).

Section 10.8. Consent to Jurisdiction. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, STATE OF NEW YORK (OR ANY APPELLATE COURTS THEREFROM) SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR THAT SUCH ACTION, SUIT OR

PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY ANY SUCH COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 10.3 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.8.

Section 10.9. Headings; Counterparts. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same document, but all of which together shall constitute one and the same instrument. Copies of executed counterparts of this Agreement transmitted by electronic transmission (including by email or in .pdf format) or facsimile as well as electronically or digitally executed counterparts (such as DocuSign) shall have the same legal effect as original signatures and shall be considered original executed counterparts of this Agreement.

Section 10.10. Disclosure Letters. The Disclosure Letters (including, in each case, any section thereof) referenced in this Agreement are a part of this Agreement as if fully set forth herein. All references in this Agreement to the Disclosure Letters (including, in each case, any section thereof) shall be deemed references to such parts of this Agreement, unless the context shall otherwise require. Any disclosure made by a party in the applicable Disclosure Letter, or any section thereof, with reference to any section of this Agreement or section of the applicable Disclosure Letter shall be deemed to be a disclosure with respect to such other applicable sections of this Agreement or sections of the applicable Disclosure Letter to which it is reasonably apparent on the face of such disclosure that such disclosure is responsive to such other section of this Agreement or section of the applicable Disclosure Letter. Certain information set forth in the Disclosure Letters is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgement that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality or that the facts underlying such information constitute a Company Material Adverse Effect or a SPAC Material Adverse Effect, as applicable.

Section 10.11. Entire Agreement. This Agreement (together with the Disclosure Letters), the NDA and the other Transaction Documents constitute the entire agreement among the parties to this Agreement relating to the Transactions and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the Transactions (including the Non-binding Letter of Intent between SPAC and the Company, dated as of October 27, 2022). No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the Transactions exist between such parties except as expressly set forth in the Transaction Documents.

Section 10.12. Amendments. This Agreement may be amended or modified in whole or in part prior to the First Effective Time, only by a duly authorized agreement in writing in the same manner as this Agreement, which makes reference to this Agreement and which shall be executed by the Company and SPAC; provided, however, that after the Company Shareholders' Approval or the SPAC Shareholders' Approval has been obtained, there shall be no amendment or waiver that by applicable Law requires further approval by the shareholders of the Company or the shareholders of SPAC, respectively, without such approval having been obtained.

Section 10.13. Publicity.

(a) All press releases or other public communications relating to the Transactions, and the method of the release for publication thereof, shall prior to the Closing, be subject to the prior mutual approval of the Company and SPAC; provided that no such party shall be required to obtain consent pursuant to this Section 10.13(a) to the extent any proposed release or statement is substantially equivalent to the information that has previously been made public without breach of the obligation under this Section 10.13(a).

(b) The restriction in Section 10.13(a) shall not apply to the extent the public announcement is required by applicable securities Law, any Governmental Authority or stock exchange rule; provided, however, that in such an event, the party making the announcement shall, to the extent practicable, use its commercially reasonable efforts to consult with the other party in advance as to its form, content and timing.

Section 10.14. Confidentiality. The existence and terms of this Agreement and any information provided by either party hereto in connection with this Agreement and the Transactions are confidential and may not be disclosed by either party hereto, their respective Affiliates or any Representatives of any of the foregoing, and shall at all times be considered and treated as "Confidential Information" as such term is defined in the NDA. Notwithstanding anything to the contrary contained in the preceding sentence or in the NDA, each party shall be permitted to disclose Confidential Information, including the Transaction Documents, the fact that the Transaction Documents have been signed and the status and terms of the Transactions to its existing or potential Affiliates, joint ventures, joint venture partners, shareholders, lenders, underwriters, financing sources and any Governmental Authority (including the Stock Exchange), and to the extent required, in regulatory filings, and their respective Representatives; provided that such parties entered into customary confidentiality agreements or are otherwise bound by fiduciary or other duties to keep such information confidential.

Section 10.15. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties hereto further agree that if any provision contained in this Agreement is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained in this Agreement that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties hereto.

Section 10.16. Enforcement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waiver any requirement for the securing or posting of any bond in connection therewith.

Section 10.17. Non-Recourse. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the Transactions may only be brought against, the Company, SPAC, Merger Sub 1 and Merger Sub 2 as named parties hereto and then only with respect to the specific obligations set forth herein with respect to such Party. Except to the extent a Party (and

then only to the extent of the specific obligations undertaken by such Party), (i) no past, present or future director, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, attorney, advisor or other Representative of the Company, SPAC, Merger Sub 1 or Merger Sub 2 and (ii) no past, present or future director, officer, employee, incorporator, member, partner, shareholder, Affiliate, agent, attorney, advisor or other Representative of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, SPAC, Merger Sub 1 or Merger Sub 2 under this Agreement for any claim based on, arising out of, or related to this Agreement or the Transactions (each of the Persons identified in the foregoing sub-clauses (a) or (b), a "Non-Recourse Party," and collectively, the "Non-Recourse Parties").

Section 10.18. Non-Survival of Representations, Warranties and Covenants. Except as otherwise contemplated by Section 9.2, the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate (including confirmations therein), statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall not survive the Closing and shall terminate and expire upon the occurrence of the Closing (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained in this Agreement that by their terms expressly apply in whole or in part after the Closing, and then only with respect to any breaches occurring after the Closing and (b) this Article X.

Section 10.19. Conflicts and Privilege. The Company, on behalf of its successors and assigns, hereby agrees that, in the event a dispute with respect to this Agreement or the transactions contemplated hereby arises after the Closing involving the Sponsor, the shareholders or holders of other equity interests of SPAC or the Sponsor or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Company or Surviving Entity 2) (collectively, the "Sponsor Group"), any legal counsel, including Kirkland & Ellis LLP ("K&E"), that represented SPAC or the Sponsor prior to the Closing may represent the Sponsor or any other member of the Sponsor Group, in such dispute even though the interests of such Persons may be directly adverse to the Company or Surviving Entity 2, and even though such counsel may have represented SPAC in a matter substantially related to such dispute, or may be handling ongoing matters for the Company, Surviving Entity 2 or the Sponsor. The Company, on behalf of its successors and assigns (including, after the Closing, Surviving Entity 2), further agree that, as to all legally privileged communications prior to the Closing (made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Transaction Documents or the transactions contemplated hereby or thereby) between or among SPAC, the Sponsor or any other member of the Sponsor Group, on the one hand, and K&E, on the other hand, the attorney/client privilege and the expectation of client confidence shall survive the Mergers and belong to the Sponsor Group after the Closing, and shall not pass to or be claimed or controlled by the Company or Surviving Entity 2. Notwithstanding the foregoing, any privileged communications or information shared by the Company prior to the Closing with SPAC or the Sponsor under a common interest agreement shall remain the privileged communications or information of the Company and Surviving Entity 2.

[Remainder of page intentionally left blank]

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

COMPANY:

LOTUS TECHNOLOGY INC.

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

MERGER SUB 1:

LOTUS TEMP LIMITED

By: /s/ LEE Kuen Long
Name: LEE Kuen Long
Title: Director

MERGER SUB 2:

LOTUS EV LIMITED

By: /s/ LEE Kuen Long
Name: LEE Kuen Long
Title: Director

SPAC:

L CATTERTON ASIA ACQUISITION CORP

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Chairman

[Signature Page to Agreement and Plan of Merger]

Annex B

THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES
SIXTH AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION
OF
LOTUS TECHNOLOGY INC.

(adopted by a Special Resolution dated [•] and effective on [•])

1. The name of the Company is Lotus Technology Inc.

2. The Registered Office of the Company will be situated at the offices of [Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands], or at such other location within the Cayman Islands as the Directors may from time to time determine.

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

4. The Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit as provided by the Companies Act.

5. The Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this section shall be construed as to prevent the Company from effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.

6. The liability of each Shareholder is limited to the amount, if any, unpaid on the Shares held by such Shareholder.

7. The authorized share capital of the Company is US$50,000 divided into 5,000,000,000 shares of a par value of US$0.00001 each consisting of (i) 4,500,000,000 Ordinary Shares of a par value of US$0.00001 each, and (ii) 500,000,000 shares of a par value of US$0.00001 each of such class or classes (however designated) as the Board of Directors may determine in accordance with the articles of association of the Company (as amended or substituted from time to time, the "**Articles**"). Subject to the Companies Act and the Articles, the Company shall have power to redeem or purchase any of its Shares and to increase or reduce its authorized share capital and to sub-divide or consolidate the said Shares or any of them and to issue all or any part of its capital whether original, redeemed, increased or reduced with or without any preference, priority, special privilege or other rights or subject to any postponement of rights or to any conditions or restrictions whatsoever and so that unless the conditions of issue shall otherwise expressly provide every issue of shares whether stated to be ordinary, preference or otherwise shall be subject to the powers on the part of the Company hereinbefore provided.

8. The Company has the power contained in the Companies Act to deregister in the Cayman Islands and be registered by way of continuation in some other jurisdictions.

9. Capitalized terms that are not defined in this Memorandum of Association bear the same meanings as those given in the Articles.

THE COMPANIES ACT (AS REVISED)
OF THE CAYMAN ISLANDS
COMPANY LIMITED BY SHARES
SIXTH AMENDED AND RESTATED ARTICLES OF ASSOCIATION
OF
LOTUS TECHNOLOGY INC.

(adopted by a Special Resolution dated [•] and effective on [•])

TABLE A

The regulations contained or incorporated in Table 'A' in the First Schedule of the Companies Act shall not apply to the Company and the following Articles shall comprise the Articles of Association of the Company.

INTERPRETATION

1. In these Articles the following defined terms will have the meanings ascribed to them, if not inconsistent with the subject or context:

"Affiliate"	means in respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and (i) in the case of a natural person, shall include, without limitation, such person's spouse, parents, children, siblings, mother-in-law, father-in-law, brothers-in-law and sisters-in-law, a trust for the benefit of any of the foregoing, and a corporation, partnership or any other entity wholly or jointly owned by any of the foregoing, and (ii) in the case of an entity, shall include a partnership, a corporation or any other entity or any natural person which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" shall mean the ownership, directly or indirectly, of shares possessing more than fifty percent (50%) of the voting power of the corporation, partnership or other entity (other than, in the case of a corporation, securities having such power only by reason of the happening of a contingency), or having the power to control the management or elect a majority of members to the board of directors or equivalent decision-making body of such corporation, partnership or other entity;
"Articles"	means these articles of association of the Company, as amended or substituted from time to time;
"Board" or **"Board of Directors"**	means the board of directors of the Company;
"Chairperson"	means the chairperson of the Board;
"Commission"	means the Securities and Exchange Commission of the United States or any other federal agency for the time being administering the Securities Act;
"Communication Facilities"	means video, video-conferencing, internet or online conferencing applications, telephone or tele-conferencing and/or any other video-communications, internet or online conferencing application or telecommunications facilities by means of which all Persons participating in a meeting are capable of hearing and being heard by each other;

"Companies Act"	means the Companies Act (As Revised) of the Cayman Islands and any statutory amendment or re-enactment thereof;
"Company"	means Lotus Technology Inc., a Cayman Islands exempted company;
"Company's Website"	means the main corporate/investor relations website of the Company, the address or domain name of which has been disclosed in any registration statement filed by the Company in connection or which has otherwise been notified to the Shareholders;
"Designated Stock Exchange"	means NASDAQ, NYSE or any other internationally recognized stock exchange on which any securities of the Company are listed for the time being;
"Designated Stock Exchange Rules"	means the relevant code, rules and regulations, as amended, from time to time, applicable as a result of the listing of any securities of the Company on the Designated Stock Exchange;
"Directors"	means the directors of the Company for the time being, or as the case may be, the directors assembled as a Board or as a committee thereof;
"electronic"	has the meaning given to it in the Electronic Transactions Act;
"electronic communication"	means electronic posting to the Company's Website, electronic transmission to any number, address or internet website or other electronic delivery methods as otherwise decided and approved by not less than two-thirds of the vote of the Board;
"electronic record"	has the meaning given to it in the Electronic Transactions Act;
"Electronic Transactions Act"	means the Electronic Transactions Act (As Revised) of the Cayman Islands and any statutory amendment or re-enactment thereof;
"Memorandum of Association"	means the Memorandum of Association of the Company, as amended or substituted from time to time;
"Ordinary Resolution"	means a resolution: (a) passed by a simple majority of the votes cast by such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorized representatives, at a general meeting of the Company held in accordance with these Articles; or (b) approved in writing by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of such Shareholders and the effective date of the resolution so adopted shall be the date on which the instrument, or the last of such instruments, if more than one, is executed;
"Ordinary Share"	means an ordinary share of a par value of US$0.00001 in the capital of the Company, and having the rights, preferences, privileges and restrictions provided for in the Memorandum of Association and these Articles;
"paid up"	means paid up as to the par value in respect of the issue of any Shares and includes credited as paid up;
"Person"	means any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or

	not having a separate legal personality) or any of them as the context so requires;
"Present"	means in respect of any Person, such Person's presence at a general meeting of Shareholders (or any meeting of the holders of any class of Shares), which may be satisfied by means of such Person or, if a corporation or other non-natural Person, its duly authorized representative (or, in the case of any Shareholder, a proxy which has been validly appointed by such Shareholder in accordance with these Articles), being: (a) physically present at the meeting; or (b) in the case of any meeting at which Communication Facilities are permitted in accordance with these Articles, including any Virtual Meeting, connected by means of the use of such Communication Facilities;
"Register"	means the Register of Members of the Company maintained in accordance with the Companies Act;
"Registered Office"	means the registered office of the Company as required by the Companies Act;
"Seal"	means the common seal of the Company (if adopted) including any facsimile thereof;
"Secretary"	means any Person appointed by the Directors to perform any of the duties of the secretary of the Company;
"Securities Act"	means the Securities Act of 1933 of the United States, as amended, or any similar federal statute and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time;
"Share"	means a share in the share capital of the Company. All references to "Shares" herein shall be deemed to be Shares of any or all classes as the context may require. For the avoidance of doubt in these Articles the expression "Share" shall include a fraction of a Share;
"Shareholder"	means a Person who is registered as a holder of one or more Shares in the Register;
"Share Premium Account"	means the share premium account established in accordance with these Articles and the Companies Act;
"signed"	means bearing a signature or representation of a signature affixed by mechanical means or an electronic symbol or process attached to or logically associated with an electronic communication and executed or adopted by a Person with the intent to sign the electronic communication;
"Special Resolution"	means a special resolution of the Company passed in accordance with the Companies Act, being a resolution: (a) passed by not less than two-thirds of the votes cast by such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy or, in the case of corporations, by their duly authorized representatives, at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given; or (b) approved in writing by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of such Shareholders and the effective date of the special resolution so adopted shall

	be the date on which the instrument or the last of such instruments, if more than one, is executed;
"Treasury Share"	means a Share held in the name of the Company as a treasury share in accordance with the Companies Act;
"United States"	means the United States of America, its territories, its possessions and all areas subject to its jurisdiction; and
"Virtual Meeting"	means any general meeting of the Shareholders (or any meeting of the holders of any class of Shares) at which the Shareholders (and any other permitted participants of such meeting, including without limitation the chairperson of the meeting and any Directors) are permitted to attend and participate solely by means of Communication Facilities.

2. In these Articles, save where the context requires otherwise:

   (a) words importing the singular number shall include the plural number and vice versa;

   (b) words importing the masculine gender only shall include the feminine gender and any Person as the context may require;

   (c) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;

   (d) reference to a dollar or dollars (or US$) and to a cent or cents is reference to dollars and cents of the United States;

   (e) reference to a statutory enactment shall include reference to any amendment or re-enactment thereof for the time being in force;

   (f) reference to any determination by the Directors shall be construed as a determination by the Directors in their sole and absolute discretion and shall be applicable either generally or in any particular case;

   (g) reference to "in writing" shall be construed as written or represented by any means reproducible in writing, including any form of print, lithograph, email, facsimile, photograph or telex or represented by any other substitute or format for storage or transmission for writing including in the form of an electronic record or partly one and partly another;

   (h) any requirements as to delivery under the Articles include delivery in the form of an electronic record or an electronic communication;

   (i) any requirements as to execution or signature under the Articles, including the execution of the Articles themselves, can be satisfied in the form of an electronic signature as defined in the Electronic Transactions Act; and

   (j) Sections 8 and 19(3) of the Electronic Transactions Act shall not apply.

3. Subject to the last two preceding Articles, any words defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

PRELIMINARY

4. The business of the Company may be conducted as the Directors see fit.

5. The Registered Office shall be at such address in the Cayman Islands as the Directors may from time to time determine. The Company may in addition establish and maintain such other offices and places of business and agencies in such places as the Directors may from time to time determine.

6. The expenses incurred in the formation of the Company and in connection with the offer for subscription and issue of Shares shall be paid by the Company. Such expenses may be amortized over such period as the Directors may determine and the amount so paid shall be charged against income and/or capital in the accounts of the Company as the Directors shall determine.

7. The Directors shall keep, or cause to be kept, the Register at such place as the Directors may from time to time determine and, in the absence of any such determination, the Register shall be kept at the Registered Office.

SHARES

8. Subject to these Articles, all Shares for the time being unissued shall be under the control of the Directors who may, in their absolute discretion and without the approval of the Shareholders, cause the Company to:

   (a) issue, allot and dispose of Shares (including, without limitation, preferred shares) (whether in certificated form or non-certificated form) to such Persons, in such manner, on such terms and having such rights and being subject to such restrictions as they may from time to time determine;

   (b) grant rights over Shares or other securities to be issued in one or more classes or series as they deem necessary or appropriate and determine the designations, powers, preferences, privileges and other rights attaching to such Shares or securities, including dividend rights, voting rights, conversion rights, terms of redemption and liquidation preferences, any or all of which may be greater than the powers, preferences, privileges and rights associated with the then issued and outstanding Shares, at such times and on such other terms as they think proper; and

   (c) grant options with respect to Shares and issue warrants, convertible securities or similar instruments conferring the right upon the holders thereof to subscribe for, purchase or receive any Shares or securities in the capital of the Company on such terms as it may from time to time determine.

9. The Directors or the Shareholders by Ordinary Resolution may authorize the division of Shares into any number of classes and the different classes shall be authorized, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different classes (if any) may be fixed and determined by the Directors or the Shareholders by Ordinary Resolution. The Directors may issue Shares with such preferred or other rights, all or any of which may be greater than the rights of Ordinary Shares, at such time and on such terms as they may think appropriate. Notwithstanding Article 12, the Directors may issue from time to time, out of the authorized share capital of the Company (other than the authorized but unissued Ordinary Shares), series of preferred shares in their absolute discretion and without approval of the Shareholders; provided, however, before any preferred shares of any such series are issued, the Directors shall by resolution of Directors determine, with respect to any series of preferred shares, the terms and rights of that series, including:

   (a) the designation of such series, the number of preferred shares to constitute such series and the subscription price thereof if different from the par value thereof;

   (b) whether the preferred shares of such series shall have voting rights, in addition to any voting rights provided by law, and, if so, the terms of such voting rights, which may be general or limited;

   (c) the dividends, if any, payable on such series, whether any such dividends shall be cumulative, and, if so, from what dates, the conditions and dates upon which such dividends shall be payable, and the preference or relation which such dividends shall bear to the dividends payable on any shares of any other class or any other series of shares;

   (d) whether the preferred shares of such series shall be subject to redemption by the Company, and, if so, the times, prices and other conditions of such redemption;

(e) whether the preferred shares of such series shall have any rights to receive any part of the assets available for distribution amongst the Shareholders upon the liquidation of the Company, and, if so, the terms of such liquidation preference, and the relation which such liquidation preference shall bear to the entitlements of the holders of shares of any other class or any other series of shares;

(f) whether the preferred shares of such series shall be subject to the operation of a retirement or sinking fund and, if so, the extent to and manner in which any such retirement or sinking fund shall be applied to the purchase or redemption of the preferred shares of such series for retirement or other corporate purposes and the terms and provisions relative to the operation thereof;

(g) whether the preferred shares of such series shall be convertible into, or exchangeable for, shares of any other class or any other series of preferred shares or any other securities and, if so, the price or prices or the rate or rates of conversion or exchange and the method, if any, of adjusting the same, and any other terms and conditions of conversion or exchange;

(h) the limitations and restrictions, if any, to be effective while any preferred shares of such series are outstanding upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption or other acquisition by the Company of, the existing shares or shares of any other class of shares or any other series of preferred shares;

(i) the conditions or restrictions, if any, upon the creation of indebtedness of the Company or upon the issue of any additional shares, including additional shares of such series or of any other class of shares or any other series of preferred shares; and

(j) any other powers, preferences and relative, participating, optional and other special rights, and any qualifications, limitations and restrictions thereof,

and, for such purposes, the Directors may reserve an appropriate number of Shares for the time being unissued. The Company shall not issue Shares to bearer.

10. The Company may insofar as may be permitted by law, pay a commission to any Person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any Shares. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up Shares or partly in one way and partly in the other. The Company may also pay such brokerage as may be lawful on any issue of Shares.

11. The Directors may refuse to accept any application for Shares, and may accept any application in whole or in part, for any reason or for no reason.

MODIFICATION OF RIGHTS

12. Whenever and for so long as the capital of the Company is divided into different classes the rights attached to any such class may, subject to any rights or restrictions for the time being attached to any class, only be materially and adversely varied with the consent in writing of the holders of at least two-thirds (2/3) of the issued Shares of that class or with the sanction of a Special Resolution passed at a separate meeting of the holders of the Shares of that class. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, *mutatis mutandis*, apply, except that the necessary quorum shall be one or more Persons holding or representing by proxy at least one-third (1/3) of the issued Shares of the relevant class (provided that if at any adjourned meeting of such holders a quorum as above defined is not Present, those Shareholders who are Present shall form a quorum) and that, subject to any rights or restrictions for the time being attached to the Shares of that class, every Shareholder of that class shall on a poll have one (1) vote for each Share of that class held by him. For the purposes of this Article the Directors may treat all classes or any two or more classes as forming one class if they consider that all such classes would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes.

13. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, subject to any rights or restrictions for the time being attached to the Shares of that class, be deemed to be materially and adversely varied by, *inter alia*, the creation, allotment or issue of further

Shares ranking *pari passu* with or subsequent to them or the redemption or purchase of any Shares of any class by the Company. The rights of the holders of Shares shall not be deemed to be materially and adversely varied by the creation or issue of Shares with preferred or other rights including, without limitation, the creation of Shares with enhanced or weighted voting rights.

CERTIFICATES

14. The Shares will be issued in fully registered, book-entry form. Certificates will not be issued unless the Directors determine otherwise. All share certificates (if any) shall specify the Share or Shares held by that Person, provided that in respect of a Share or Shares held jointly by several Persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all. All certificates for Shares shall be delivered personally or sent through the post addressed to the Shareholder entitled thereto at the Shareholder's registered address as appearing in the Register.

15. Every share certificate of the Company shall bear legends required under the applicable laws, including the Securities Act.

16. Any two or more certificates representing Shares of any one class held by any Shareholder may at the Shareholder's request be cancelled and a single new certificate for such Shares issued in lieu on payment (if the Directors shall so require) of one dollar (US$1.00) or such smaller sum as the Directors shall determine.

17. If a share certificate shall be damaged or defaced or alleged to have been lost, stolen or destroyed, a new certificate representing the same Shares may be issued to the relevant Shareholder upon request, subject to delivery up of the old certificate or (if alleged to have been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.

18. In the event that Shares are held jointly by several Persons, any request may be made by any one of the joint holders and if so made shall be binding on all of the joint holders.

FRACTIONAL SHARES

19. The Directors may issue fractions of a Share and, if so issued, a fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to nominal or par value, premium, contributions, calls or otherwise), limitations, preferences, privileges, qualifications, restrictions, rights (including, without prejudice to the generality of the foregoing, voting and participation rights) and other attributes of a whole Share. If more than one fraction of a Share of the same class is issued to or acquired by the same Shareholder such fractions shall be accumulated.

LIEN

20. The Company has a first and paramount lien on every Share (whether or not fully paid) for all amounts (whether presently payable or not) payable at a fixed time or called in respect of that Share. The Company also has a first and paramount lien on every Share registered in the name of a Person indebted or under liability to the Company (whether he is the sole registered holder of a Share or one of two or more joint holders) for all amounts owing by him or his estate to the Company (whether or not presently payable). The Directors may at any time declare a Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share extends to any amount payable in respect of it, including but not limited to dividends.

21. The Company may sell, in such manner as the Directors in their absolute discretion think fit, any Share on which the Company has a lien, but no sale shall be made unless an amount in respect of which the lien exists is presently payable nor until the expiration of fourteen (14) calendar days after a notice in writing, demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the Persons entitled thereto by reason of his death or bankruptcy.

22. For giving effect to any such sale the Directors may authorize a Person to transfer the Shares sold to the purchaser thereof. The purchaser or the purchaser's nominee shall be registered as the holder of the Shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

23. The proceeds of the sale after deduction of expenses, fees and commissions incurred by the Company shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the Shares prior to the sale) be paid to the Person entitled to the Shares immediately prior to the sale.

CALLS ON SHARES

24. Subject to the terms of the allotment, the Directors may from time to time make calls upon the Shareholders in respect of any moneys unpaid on their Shares, and each Shareholder shall (subject to receiving at least fourteen (14) calendar days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on such Shares. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

25. The joint holders of a Share shall be jointly and severally liable to pay calls in respect thereof.

26. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest upon the sum at the rate of eight percent (8%) per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

27. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

28. The Directors may make arrangements with respect to the issue of partly paid Shares for a difference between the Shareholders, or the particular Shares, in the amount of calls to be paid and in the times of payment.

29. The Directors may, if they think fit, receive from any Shareholder willing to advance all or any part of the moneys uncalled and unpaid upon any partly paid Shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction of an Ordinary Resolution, eight percent (8%) per annum) as may be agreed upon between the Shareholder paying the sum in advance and the Directors. No such sum paid in advance of calls shall entitle the Shareholder paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

FORFEITURE OF SHARES

30. If a Shareholder fails to pay any call or instalment of a call in respect of partly paid Shares on the day appointed for payment, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

31. The notice shall name a further day (not earlier than the expiration of fourteen calendar days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made will be liable to be forfeited.

32. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by notice has been made, be forfeited by a resolution of the Directors to that effect.

33. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

34. A Person whose Shares have been forfeited shall cease to be a Shareholder in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the Shares forfeited, but his liability shall cease if and when the Company receives payment in full of the amount unpaid on the Shares forfeited.

35. A certificate in writing under the hand of a Director that a Share has been duly forfeited on a date stated in the certificate shall be conclusive evidence of the facts in the declaration as against all Persons claiming to be entitled to the Share.

36. The Company may receive the consideration, if any, given for a Share on any sale or disposition thereof pursuant to the provisions of these Articles as to forfeiture and may execute a transfer of the Share in favor of the Person to whom the Share is sold or disposed of and that Person shall be registered as the holder of the Share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the disposition or sale.

37. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of issue of a Share becomes due and payable, whether on account of the amount of the Share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

TRANSFER OF SHARES

38. Subject to these Articles and the rules or regulations of the Designated Stock Exchange or any relevant securities laws, any Shareholder may transfer all or any Shares by an instrument of transfer of any Share shall be in writing and in any usual or common form or in a form prescribed by the Designated Stock Exchange or in such other form as the Directors may, in their absolute discretion, approve. The instrument of transfer shall be executed by or on behalf of the transferor and if in respect of a nil or partly paid up Share, or if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain a Shareholder until the name of the transferee is entered in the Register in respect of the relevant Shares.

39. (a) Subject to the rules of any Designated Stock Exchange and to any rights and restrictions for the time being attached to any Share, the Directors may in their absolute discretion decline to register any transfer of Shares which is not fully paid up or on which the Company has a lien. The Directors may also decline to register any transfer of a Share if such transfer would breach or cause a breach of: (i) the rules of any Designated Stock Exchange; or (ii) applicable law or regulation.

(b) The Directors may also decline to register any transfer of any Share unless:

(i) the instrument of transfer is lodged with the Company, accompanied by the certificate for the Shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;

(ii) the instrument of transfer is in respect of only one class of Shares;

(iii) the instrument of transfer is properly stamped, if required;

(iv) in the case of a transfer to joint holders, the number of joint holders to whom the Share is to be transferred does not exceed four; and

(v) a fee of such maximum sum as the Designated Stock Exchange may determine to be payable, or such lesser sum as the Board of Directors may from time to time require, is paid to the Company in respect thereof.

40. The registration of transfers may, on ten (10) calendar days' notice being given by advertisement in such one or more newspapers, by electronic means or by any other means in accordance with the Designated Stock Exchange Rules, be suspended and the Register closed at such times and for such periods as the Directors may, in their absolute discretion, from time to time determine, provided always that such registration of transfer shall not be suspended nor the Register closed for more than thirty (30) calendar days in any calendar year.

41. All instruments of transfer that are registered shall be retained by the Company. If the Directors refuse to register a transfer of any Shares, they shall within three (3) calendar months after the date on which the instrument of transfer was lodged with the Company send notice of the refusal to each of the transferor and the transferee, including the relevant reason for such refusal.

TRANSMISSION OF SHARES

42. The legal personal representative of a deceased sole holder of a Share shall be the only Person recognized by the Company as having any title to the Share. In the case of a Share registered in the name of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor, shall be the only Person recognized by the Company as having any title to the Share.

43. Any Person becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder shall, upon such evidence being produced as may from time to time be required by the Directors, have the right either to be registered as a Shareholder in respect of the Share or, instead of being registered himself, to make such transfer of the Share as the deceased or bankrupt Person could have made; but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the Share by the deceased or bankrupt Person before the death or bankruptcy.

44. A Person becoming entitled to a Share by reason of the death or bankruptcy of a Shareholder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered Shareholder, except that he shall not, before being registered as a Shareholder in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company, provided however, that the Directors may at any time give notice requiring any such Person to elect either to be registered himself or to transfer the Share, and if the notice is not complied with within ninety (90) calendar days, the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the Share until the requirements of the notice have been complied with.

REGISTRATION OF EMPOWERING INSTRUMENTS

45. The Company shall be entitled to charge a fee not exceeding one U.S. dollar (US$1.00) on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other instrument.

ALTERATION OF SHARE CAPITAL

46. The Company may from time to time by Ordinary Resolution increase the share capital by such sum, to be divided into Shares of such classes and amount, as the resolution shall prescribe.

47. The Company may by Ordinary Resolution:

(a) increase its share capital by new Shares of such amount as it thinks expedient;

(b) consolidate and divide all or any of its share capital into Shares of a larger amount than its existing Shares;

(c) subdivide its Shares, or any of them, into Shares of an amount smaller than that fixed by the Memorandum of Association, provided that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in case of the Share from which the reduced Share is derived; and

(d) cancel any Shares that, at the date of the passing of the resolution, have not been taken or agreed to be taken by any Person and diminish the amount of its share capital by the amount of the Shares so cancelled.

48. The Company may by Special Resolution reduce its share capital and any capital redemption reserve in any manner authorized by the Companies Act.

REDEMPTION, PURCHASE AND SURRENDER OF SHARES

49. Subject to the provisions of the Companies Act and these Articles, the Company may:

(a) issue Shares that are to be redeemed or are liable to be redeemed at the option of the Shareholder or the Company. The redemption of Shares shall be effected in such manner and upon such terms as may be determined, before the issue of such Shares, by either the Board or by the Shareholders by Ordinary Resolution;

(b) purchase its own Shares (including any redeemable Shares) on such terms and in such manner and terms as have been approved by the Board or by the Shareholders by Ordinary Resolution, or are otherwise authorized by these Articles; and

(c) make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Companies Act, including out of its capital, profits or the proceeds of a fresh issue of Shares.

50. The redemption or purchase of any Share shall not oblige the Company to redeem or purchase any other Share other than as may be required pursuant to applicable law and any other contractual obligations of the Company.

51. The holder of the Shares being purchased shall be bound to deliver up to the Company the certificate(s) (if any) thereof for cancellation and thereupon the Company shall pay to him the purchase or redemption monies or consideration in respect thereof.

52. Unless the Directors determine otherwise, any Share in respect of which notice of redemption has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption in the notice of redemption.

53. The Directors may accept the surrender for no consideration of any fully paid Share.

TREASURY SHARES

54. The Directors may, prior to the purchase, redemption or surrender of any Share, determine that such Share shall be held as a Treasury Share.

55. The Directors may determine to cancel a Treasury Share or transfer a Treasury Share on such terms as they think proper (including, without limitation, for nil consideration).

56. No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to Shareholders on a winding up) may be declared or paid in respect of a Treasury Share.

57. Treasury Shares and other Shares that are owned by the Company (but not by any of its subsidiaries) shall not be voted, directly or indirectly, at any general meeting and shall not be counted in determining the total number of issued and outstanding Shares at any given time.

GENERAL MEETINGS

58. All general meetings other than annual general meetings shall be called extraordinary general meetings.

59. (a) The Company may (but shall not be obliged to) in each calendar year hold a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as may be determined by the Directors.

    (b) At these meetings the report of the Directors (if any) shall be presented.

60. (a) The Chairperson or the Directors (acting by a resolution of the Board) may call general meetings, and they shall on a Shareholders' requisition forthwith proceed to convene an extraordinary general meeting of the Company.

    (b) A Shareholders' requisition is a requisition of Shareholders holding at the date of deposit of the requisition Shares which carry in aggregate not less than one-third (1/3) of all votes attaching to all issued and outstanding Shares of the Company that as at the date of the deposit carry the right to vote at general meetings of the Company.

    (c) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more requisitionists.

    (d) If there are no Directors as at the date of the deposit of the Shareholders' requisition, or if the Directors do not within twenty-one (21) calendar days from the date of the deposit of the requisition duly proceed to convene a general meeting to be held within a further twenty-one (21) calendar days, the requisitionists, or any of them representing more than one-third (1/3) of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three (3) calendar months after the expiration of the said twenty-one (21) calendar days.

    (e) A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

NOTICE OF GENERAL MEETINGS

61. At least seven (7) calendar days' notice shall be given for any general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company, provided that a general meeting of the Company shall, whether or not the notice specified in this Article has been given and whether or not the provisions of these Articles regarding general meetings have been complied with, be deemed to have been duly convened if it is so agreed:

    (a) in the case of an annual general meeting, by all the Shareholders (or their proxies) entitled to attend and vote thereat; and

    (b) in the case of an extraordinary general meeting, by at least a majority of the Shareholders having a right to attend and vote at the meeting.

62. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Shareholder shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

63. No business except for the appointment of a chairperson for the meeting shall be transacted at any general meeting unless a quorum of Shareholders is Present at the time when the meeting proceeds to business. One or more Persons holding or representing by proxy Shares which carry in aggregate not less than one-third (1/3) of all votes attaching to all Shares in issue and entitled to vote at such general meeting Present shall be a quorum for all purposes.

64. If within half an hour from the time appointed for the meeting a quorum is not Present, the meeting shall be dissolved.

65. If the Directors wish to make this facility available for a specific general meeting or all general meetings of the Company, attendance and participation in any general meeting of the Company may be by means of Communication Facilities. Without limiting the generality of the foregoing, the Directors may determine that any general meeting may be held as a Virtual Meeting. The notice of any general meeting at which Communication Facilities will be utilized (including any Virtual Meeting) must disclose the Communication Facilities that will be used, including the procedures to be followed by any Shareholder or other participant of the meeting who wishes to utilize such Communication Facilities for the purposes of attending and participating in such meeting, including attending and casting any vote thereat.

66. The Chairperson, if any, shall preside as chairperson at every general meeting of the Company. If there is no such Chairperson, or if at any general meeting he is not Present within fifteen (15) minutes after the time appointed for holding the meeting or is unwilling to act as chairperson of the meeting, any Director or Person nominated by the Directors shall preside as chairperson of that meeting, failing which the Shareholders Present shall choose any Person Present to be chairperson of that meeting.

67. The chairperson of any general meeting (including any Virtual Meeting) shall be entitled to attend and participate at any such general meeting by means of Communication Facilities, and to act as the chairperson of such general meeting, in which event the following provisions shall apply:

    67.1 The chairperson of the meeting shall be deemed to be Present at the meeting; and

    67.2 If the Communication Facilities are interrupted or fail for any reason to enable the chairperson of the meeting to hear and be heard by all other Persons participating in the meeting, then the other Directors Present at the meeting shall choose another Director Present to act as chairperson of the meeting for the remainder of the meeting; provided that if no other Director is Present at the meeting, or if all the Directors Present decline to take the chair, then the meeting shall be automatically adjourned to the same day in the next week and at such time and place as shall be decided by the Board of Directors.

68. The chairperson of the meeting may with the consent of any general meeting at which a quorum is Present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting, or adjourned meeting, is adjourned for fourteen (14) calendar days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

69. The Directors may cancel or postpone any duly convened general meeting at any time prior to such meeting, except for general meetings requisitioned by the Shareholders in accordance with these Articles, for any reason or for no reason, upon notice in writing to Shareholders. A postponement may be for a stated period of any length or indefinitely as the Directors may determine.

70. At any general meeting a resolution put to the vote of the meeting shall be decided by way of a poll and not on a show of hands.

71. A poll shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting.

72. All questions submitted to a meeting shall be decided by an Ordinary Resolution except where a greater majority is required by these Articles or by the Companies Act. In the case of an equality of votes, the chairperson of the meeting shall be entitled to a second or casting vote.

VOTES OF SHAREHOLDERS

73. Subject to any rights and restrictions for the time being attached to any Share, every Shareholder Present at the meeting shall have one (1) vote for each Ordinary Share of which he is the holder.

74. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy (or, if a corporation or other non-natural person, by its duly authorized representative or proxy) shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register.

75. Shares carrying the right to vote that are held by a Shareholder of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may be voted by his committee or other Person in the nature of a committee appointed by that court, and any such committee or other Person may vote in respect of such Shares by proxy.

76. No Shareholder shall be entitled to vote at any general meeting of the Company unless all calls, if any, or other sums presently payable by him in respect of Shares carrying the right to vote held by him have been paid.

77. On a poll votes may be given either personally or by proxy.

78. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under Seal or under the hand of an officer or attorney duly authorized. A proxy need not be a Shareholder.

79. An instrument appointing a proxy may be in any usual or common form or such other form as the Directors may approve.

80. The instrument appointing a proxy shall be deposited at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company:

    (a) not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

    (b) in the case of a poll taken more than forty-eight (48) hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty-four (24) hours before the time appointed for the taking of the poll; or

    (c) where the poll is not taken forthwith but is taken not more than forty-eight (48) hours after it was demanded be delivered at the meeting at which the poll was demanded to the chairperson of the meeting or to the secretary or to any Director;

    provided that the Directors may in the notice convening the meeting, or in any instrument of proxy sent out by the Company, direct that the instrument appointing a proxy may be deposited at such other time (no later than the time for holding the meeting or adjourned meeting) at the Registered Office or at such other place as is specified for that purpose in the notice convening the meeting, or in any instrument of proxy sent out by the Company. The chairperson of the meeting may in any event at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted shall be invalid.

81. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

82. A resolution in writing signed by all the Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings of the Company (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

83. Any corporation which is a Shareholder or a Director may by resolution of its directors or other governing body authorize such Person as it thinks fit to act as its representative at any meeting of the Company or of any meeting of holders of a class or of the Directors or of a committee of Directors, and

the Person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder or Director.

DEPOSITARY AND CLEARING HOUSES

84. If a recognized clearing house (or its nominee(s)) or depositary (or its nominee(s)) is a Shareholder of the Company it may, by resolution of its directors or other governing body or by power of attorney, authorize such Person(s) as it thinks fit to act as its representative(s) at any general meeting of the Company or of any class of Shareholders provided that, if more than one Person is so authorized, the authorization shall specify the number and class of Shares in respect of which each such Person is so authorized. A Person so authorized pursuant to this Article shall be entitled to exercise the same powers on behalf of the recognized clearing house (or its nominee(s)) or depositary (or its nominee(s)) which he represents as that recognized clearing house (or its nominee(s)) or depositary (or its nominee(s)) could exercise if it were an individual Shareholder holding the number and class of Shares specified in such authorization.

DIRECTORS

85. (a) Unless otherwise determined by the Company in general meeting, the number of Directors shall not be less than three (3) Directors, the exact number of Directors to be determined from time to time by the Board of Directors.

(b) The Board of Directors shall elect and appoint a Chairperson by a majority of the Directors then in office, and the period for which the Chairperson will hold office will also be determined by a majority of all of the Directors then in office. The Chairperson shall preside as chairperson at every meeting of the Board of Directors. To the extent the Chairperson is not present at a meeting of the Board of Directors within fifteen minutes after the time appointed for holding the same, the attending Directors may choose one of their number to be the chairperson of the meeting.

(c) The Company may by Ordinary Resolution appoint any person to be a Director.

(d) The Board may, by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting, appoint any person as a Director, to fill a casual vacancy on the Board, or as an addition to the existing Board.

(e) An appointment of a Director may be on terms that the Director shall automatically retire from office (unless he has sooner vacated office) at the next or a subsequent annual general meeting or upon any specified event or after any specified period in a written agreement between the Company and the Director, if any; but no such term shall be implied in the absence of express provision. Each Director whose term of office expires shall be eligible for re-election at a meeting of the Shareholders or re-appointment by the Board.

86. A Director may be removed from office by Ordinary Resolution of the Company (except with regard to the removal of the Chairperson, who may be removed from office by Special Resolution), notwithstanding anything in these Articles or in any agreement between the Company and such Director (but without prejudice to any claim for damages under such agreement). A vacancy on the Board created by the removal of a Director under the previous sentence may be filled by Ordinary Resolution or by the affirmative vote of a simple majority of the remaining Directors present and voting at a Board meeting.

87. The Board may, from time to time, and except as required by applicable law or Designated Stock Exchange Rules, adopt, institute, amend, modify or revoke the corporate governance policies or initiatives of the Company and determine on various corporate governance related matters of the Company as the Board shall determine by resolution of Directors from time to time.

88. A Director shall not be required to hold any Shares in the Company by way of qualification. A Director who is not a Shareholder of the Company shall nevertheless be entitled to attend and speak at general meetings.

89. The remuneration of the Directors may be determined by the Directors or by Ordinary Resolution.

90. The Directors shall be entitled to be paid for their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive such fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly the other.

ALTERNATE DIRECTOR OR PROXY

91. Any Director may in writing appoint another Person to be his alternate and, save to the extent provided otherwise in the form of appointment, such alternate shall have authority to sign written resolutions on behalf of the appointing Director, but shall not be required to sign such written resolutions where they have been signed by the appointing director, and to act in such Director's place at any meeting of the Directors at which the appointing Director is unable to be present. Every such alternate shall be entitled to attend and vote at meetings of the Directors as a Director when the Director appointing him is not personally present and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Such alternate shall be deemed for all purposes to be a Director and shall not be deemed to be the agent of the Director appointing him. The remuneration of such alternate shall be payable out of the remuneration of the Director appointing him and the proportion thereof shall be agreed between them.

92. Any Director may appoint any Person, whether or not a Director, to be the proxy of that Director to attend and vote on his behalf, in accordance with instructions given by that Director, or in the absence of such instructions at the discretion of the proxy, at a meeting or meetings of the Directors which that Director is unable to attend personally. The instrument appointing the proxy shall be in writing under the hand of the appointing Director and shall be in any usual or common form or such other form as the Directors may approve, and must be lodged with the chairperson of the meeting of the Directors at which such proxy is to be used, or first used, prior to the commencement of the meeting.

POWERS AND DUTIES OF DIRECTORS

93. Subject to the Companies Act, these Articles and any resolutions passed in a general meeting, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all powers of the Company. No resolution passed by the Company in general meeting shall invalidate any prior act of the Directors that would have been valid if that resolution had not been passed.

94. Subject to these Articles, the Directors may from time to time appoint any natural person or corporation, whether or not a Director to hold such office in the Company as the Directors may think necessary for the administration of the Company, including but not limited to, chief executive officer and chief financial officer, and for such term and at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another), and with such powers and duties as the Directors may think fit. Any natural person or corporation so appointed by the Directors may be removed by the Directors. The Directors may also appoint one or more of their number to the office of managing director upon like terms, but any such appointment shall ipso facto terminate if any managing director ceases for any cause to be a Director, or if the Company by Ordinary Resolution resolves that his tenure of office be terminated.

95. The Directors may appoint any natural person or corporation to be a Secretary (and if need be an assistant Secretary or assistant Secretaries) who shall hold office for such term, at such remuneration and upon such conditions and with such powers as they think fit. Any Secretary or assistant Secretary so appointed by the Directors may be removed by the Directors or by the Shareholders by Ordinary Resolution.

96. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

97. The Directors may from time to time and at any time by power of attorney (whether under Seal or under hand) or otherwise appoint any company, firm or Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys or authorized signatory (any such Person being an "Attorney" or "Authorized Signatory", respectively) of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney or other appointment may contain such provisions for the protection and convenience of Persons dealing with any such Attorney or Authorized Signatory as the Directors may think fit, and may also authorize any such Attorney or Authorized Signatory to delegate all or any of the powers, authorities and discretion vested in him.

98. The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following Articles shall not limit the general powers conferred by this Article.

99. The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any natural person or corporation to be a member of such committees or local boards and may appoint any managers or agents of the Company and may fix the remuneration of any such natural person or corporation.

100. The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorize the members for the time being of any such local board, or any of them to fill any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any natural person or corporation so appointed and may annul or vary any such delegation, but no Person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

101. Any such delegates as aforesaid may be authorized by the Directors to sub-delegate all or any of the powers, authorities, and discretion for the time being vested in them.

BORROWING POWERS OF DIRECTORS

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

THE SEAL

103. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of the Seal and if given after may be in general form confirming a number of affixings of the Seal. The Seal shall be affixed in the presence of a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose and every Person as aforesaid shall sign every instrument to which the Seal is so affixed in their presence.

104. The Company may maintain a facsimile of the Seal in such countries or places as the Directors may appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of a resolution of the Directors provided always that such authority may be given prior to or after the affixing of such facsimile Seal and if given after may be in general form confirming a number of affixings of such facsimile Seal. The facsimile Seal shall be affixed in the presence of such Person or Persons as the Directors shall for this purpose appoint and such Person or Persons as aforesaid shall sign every instrument to which the facsimile Seal is so affixed in their presence and such affixing of the facsimile Seal and signing as aforesaid shall have the same meaning and effect as if the Seal had been affixed in the presence of and

the instrument signed by a Director or a Secretary (or an assistant Secretary) or in the presence of any one or more Persons as the Directors may appoint for the purpose.

105. Notwithstanding the foregoing, a Secretary or any assistant Secretary shall have the authority to affix the Seal, or the facsimile Seal, to any instrument for the purposes of attesting authenticity of the matter contained therein but which does not create any obligation binding on the Company.

DISQUALIFICATION OF DIRECTORS

106. The office of a Director shall be vacated, if the Director:

(a) becomes prohibited by applicable law from being a Director;

(b) becomes bankrupt or makes any arrangement or composition with his creditors;

(c) dies or is found to be or becomes of unsound mind;

(d) resigns his office by notice in writing to the Company;

(e) without special leave of absence from the Board, is absent from meetings of the Board for three consecutive meetings and the Board (excluding the absent Director) resolves that his office be vacated; or

(f) is removed from office pursuant to any other provision of these Articles.

PROCEEDINGS OF DIRECTORS

107. The Directors may meet together (either within or outside the Cayman Islands) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. At any meeting of the Directors, each Director present in person or represented by his proxy or alternate shall be entitled to one (1) vote. In case of an equality of votes the chairperson of the meeting shall have a second or casting vote. A Director may, and a Secretary or assistant Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

108. A Director may participate in any meeting of the Board of Directors, or of any committee appointed by the Directors of which such Director is a member, by means of Communication Facilities and such participation shall be deemed to constitute presence in person at the meeting.

109. The quorum necessary for the transaction of the business of the Board may be fixed by the Directors, and unless so fixed, if there be two or more Directors the quorum shall be a majority of Directors then in office, and if there be one Director the quorum shall be one, in each case, including the Chairperson; provided, however, a quorum shall nevertheless exist at a meeting at which a quorum would exist but for the fact that the Chairperson is voluntarily absent from the meeting and notifies the Board of his decision to be absent from that meeting, before or at the meeting. A Director represented by proxy or by an alternate Director at any meeting shall be deemed to be present for the purposes of determining whether or not a quorum is present.

110. A Director who is in any way, whether directly or indirectly, interested in a contract or transaction or proposed contract or transaction with the Company shall declare the nature of his interest at a meeting of the Directors. A general notice given to the Directors by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract or transaction which may thereafter be made with that company or firm shall be deemed a sufficient declaration of interest in regard to any contract so made or transaction so consummated. Subject to the Designated Stock Exchange Rules and disqualification by the chairperson of the relevant Board meeting, a Director may vote in respect of any contract or transaction or proposed contract or transaction notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or transaction or proposed contract or transaction shall come before the meeting for consideration.

111. A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. A Director, notwithstanding his interest, may be counted in the quorum present at any meeting of the Directors whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged and he may vote on any such appointment or arrangement.

112. Any Director may act by himself or through his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorize a Director or his firm to act as auditor to the Company.

113. The Directors shall cause minutes to be made for the purpose of recording:

(a) all appointments of officers made by the Directors;

(b) the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and

(c) all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

114. When the chairperson of a meeting of the Directors signs the minutes of such meeting the same shall be deemed to have been duly held notwithstanding that all the Directors have not actually come together or that there may have been a technical defect in the proceedings.

115. A resolution in writing signed by all the Directors or all the members of a committee of Directors, as the case may be (an alternate Director, subject as provided otherwise in the terms of appointment of the alternate Director, being entitled to sign such a resolution on behalf of his appointer), shall be as valid and effectual as if it had been passed at a duly called and constituted meeting of Directors or committee of Directors, as the case may be. When signed a resolution may consist of several documents each signed by one or more of the Directors or his duly appointed alternate.

116. The continuing Directors may act notwithstanding any vacancy in their body but if and for so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number, or of summoning a general meeting of the Company, but for no other purpose.

117. Subject to any regulations imposed on it by the Directors, a committee appointed by the Directors may elect a chairperson of its meetings. If no such chairperson is elected, or if at any meeting such chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the committee members present may choose one of their members to be chairperson of the meeting.

118. A committee appointed by the Directors may meet and adjourn as it thinks proper. Subject to any regulations imposed on it by the Directors, questions arising at any meeting shall be determined by a majority of votes of the committee members present and in case of an equality of votes the chairperson shall have a second or casting vote.

119. All acts done by any meeting of the Directors or of a committee of Directors, or by any Person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.

PRESUMPTION OF ASSENT

120. A Director who is present at a meeting of the Board of Directors at which an action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the chairperson or secretary of the meeting before the adjournment thereof or shall forward such dissent by registered post to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

DIVIDENDS

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

122. Subject to any rights and restrictions for the time being attached to any Shares, the Company by Ordinary Resolution may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

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

124. Any dividend payable in cash to the holder of Shares may be paid in any manner determined by the Directors. If paid by cheque it will be sent by mail addressed to the holder at his address in the Register, or addressed to such person and at such addresses as the holder may direct. Every such cheque or warrant shall, unless the holder or joint holders otherwise direct, be made payable to the order of the holder or, in the case of joint holders, to the order of the holder whose name stands first on the Register in respect of such Shares, and shall be sent at his or their risk and payment of the cheque or warrant by the bank on which it is drawn shall constitute a good discharge to the Company.

125. The Directors may determine that a dividend shall be paid wholly or partly by the distribution of specific assets (which may consist of the shares or securities of any other company) and may settle all questions concerning such distribution. Without limiting the generality of the foregoing, the Directors may fix the value of such specific assets, may determine that cash payment shall be made to some Shareholders in lieu of specific assets and may vest any such specific assets in trustees on such terms as the Directors think fit.

126. Subject to any rights and restrictions for the time being attached to any Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares, but if and for so long as nothing is paid up on any of the Shares dividends may be declared and paid according to the par value of the Shares. No amount paid on a Share in advance of calls shall, while carrying interest (where applicable), be treated for the purposes of this Article as paid on the Share.

127. If several Persons are registered as joint holders of any Share, any of them may give effective receipts for any dividend or other moneys payable on or in respect of the Share.

128. No dividend shall bear interest against the Company.

129. Any dividend unclaimed after a period of six (6) calendar years from the date of declaration of such dividend may be forfeited by the Board of Directors and, if so forfeited, shall revert to the Company.

ACCOUNTS, AUDIT AND ANNUAL RETURN AND DECLARATION

130. The books of account relating to the Company's affairs shall be kept in such manner as may be determined from time to time by the Directors.

131. The books of account shall be kept at the Registered Office, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.

132. The Directors may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right to inspect any account or book or document of the Company except as conferred by law or authorized by the Directors or by Special Resolution.

133. The accounts relating to the Company's affairs shall be audited in such manner and with such financial year end as may be determined from time to time by the Directors or failing any determination as aforesaid shall not be audited.

134. The Directors may appoint an auditor of the Company who shall hold office until removed from office by a resolution of the Directors and may fix his or their remuneration.

135. Every auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.

136. The auditors shall, if so required by the Directors, make a report on the accounts of the Company during their tenure of office at the next annual general meeting following their appointment, and at any time during their term of office, upon request of the Directors or any general meeting of the Shareholders.

137. The Directors in each calendar year shall prepare, or cause to be prepared, an annual return and declaration setting forth the particulars required by the Companies Act and deliver a copy thereof to the Registrar of Companies in the Cayman Islands.

CAPITALIZATION OF RESERVES

138. Subject to the Companies Act, the Directors may:

(a) resolve to capitalize an amount standing to the credit of reserves (including a Share Premium Account, capital redemption reserve and profit and loss account), which is available for distribution;

(b) appropriate the sum resolved to be capitalized to the Shareholders in proportion to the nominal amount of Shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

(i) paying up the amounts (if any) for the time being unpaid on Shares held by them respectively, or

(ii) paying up in full unissued Shares or debentures of a nominal amount equal to that sum,

and allot the Shares or debentures, credited as fully paid, to the Shareholders (or as they may direct) in those proportions, or partly in one way and partly in the other, but the Share Premium Account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to Shareholders credited as fully paid;

(c) make any arrangements they think fit to resolve a difficulty arising in the distribution of a capitalized reserve and in particular, without limitation, where Shares or debentures become distributable in fractions the Directors may deal with the fractions as they think fit;

(d) authorize a Person to enter (on behalf of all the Shareholders concerned) into an agreement with the Company providing for either:

(i) the allotment to the Shareholders respectively, credited as fully paid, of Shares or debentures to which they may be entitled on the capitalization, or

(ii) the payment by the Company on behalf of the Shareholders (by the application of their respective proportions of the reserves resolved to be capitalized) of the amounts or part of the amounts remaining unpaid on their existing Shares,

and any such agreement made under this authority being effective and binding on all those Shareholders; and

(e) generally do all acts and things required to give effect to the resolution.

SHARE PREMIUM ACCOUNT

139. The Directors shall in accordance with the Companies Act establish a Share Premium Account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.

140. There shall be debited to any Share Premium Account on the redemption or purchase of a Share the difference between the nominal value of such Share and the redemption or purchase price provided always that at the discretion of the Directors such sum may be paid out of the profits of the Company or, if permitted by the Companies Act, out of capital.

NOTICES

141. Except as otherwise provided in these Articles, any notice or document may be served by the Company or by the Person entitled to give notice to any Shareholder either personally, or by posting it by airmail or a recognized courier service in a prepaid letter addressed to such Shareholder at his address as appearing in the Register, or by electronic mail to any electronic mail address such Shareholder may have specified in writing for the purpose of such service of notices, or by facsimile to any facsimile number such Shareholder may have specified in writing for the purpose of such service of notices, or by placing it on the Company's Website should the Directors deem it appropriate. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

142. Notices sent from one country to another shall be sent or forwarded by prepaid airmail or a recognized courier service.

143. Any Shareholder Present at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

144. Any notice or other document, if served by:

(a) post, shall be deemed to have been served five (5) calendar days after the time when the letter containing the same is posted;

(b) facsimile, shall be deemed to have been served upon production by the transmitting facsimile machine of a report confirming transmission of the facsimile in full to the facsimile number of the recipient;

(c) recognized courier service, shall be deemed to have been served forty-eight (48) hours after the time when the letter containing the same is delivered to the courier service; or

(d) electronic means, shall be deemed to have been served immediately (i) upon the time of the transmission to the electronic mail address supplied by the Shareholder to the Company or (ii) upon the time of its placement on the Company's Website.

In proving service by post or courier service it shall be sufficient to prove that the letter containing the notice or documents was properly addressed and duly posted or delivered to the courier service.

145. Any notice or document delivered or sent by post to or left at the registered address of any Shareholder in accordance with the terms of these Articles shall notwithstanding that such Shareholder be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder, unless his name shall at the time of the service of the notice or document have been removed from the Register as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all Persons interested (whether jointly with or as claiming through or under him) in the Share.

146. Notice of every general meeting of the Company shall be given to:

(a) all Shareholders holding Shares with the right to receive notice and who have supplied to the Company an address for the giving of notices to them; and

(b) every Person entitled to a Share in consequence of the death or bankruptcy of a Shareholder, who but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other Person shall be entitled to receive notices of general meetings.

INFORMATION

147. Subject to the relevant laws, rules and regulations applicable to the Company, no Shareholder shall be entitled to require discovery of any information in respect of any detail of the Company's trading or any information which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Board would not be in the interests of the Shareholders to communicate to the public.

148. Subject to due compliance with the relevant laws, rules and regulations applicable to the Company, the Board shall be entitled to release or disclose any information in its possession, custody or control regarding the Company or its affairs to any of its Shareholders including, without limitation, information contained in the Register and transfer books of the Company.

INDEMNITY

149. Every Director (including for the purposes of this Article any alternate Director appointed pursuant to the provisions of these Articles), Secretary, assistant Secretary, or other officer for the time being and from time to time of the Company (but not including the Company's auditors) and the personal representatives of the same (each an "Indemnified Person") shall be indemnified and secured harmless against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such Indemnified Person, other than by reason of such Indemnified Person's own dishonesty, willful default or fraud, in or about the conduct of the Company's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such Indemnified Person in defending (whether successfully or otherwise) any civil proceedings concerning the Company or its affairs in any court whether in the Cayman Islands or elsewhere.

150. No Indemnified Person shall be liable:

(a) for the acts, receipts, neglects, defaults or omissions of any other Director or officer or agent of the Company; or

(b) for any loss on account of defect of title to any property of the Company; or

(c) on account of the insufficiency of any security in or upon which any money of the Company shall be invested; or

(d) for any loss incurred through any bank, broker or other similar Person; or

(e) for any loss occasioned by any negligence, default, breach of duty, breach of trust, error of judgement or oversight on such Indemnified Person's part; or

(f) for any loss, damage or misfortune whatsoever which may happen in or arise from the execution or discharge of the duties, powers, authorities, or discretions of such Indemnified Person's office or in relation thereto;

unless the same shall happen through such Indemnified Person's own dishonesty, willful default or fraud.

FINANCIAL YEAR

151. Unless the Directors otherwise prescribe, the financial year of the Company shall end on December 31st in each calendar year and shall begin on January 1 st in each calendar year.

NON-RECOGNITION OF TRUSTS

152. No Person shall be recognized by the Company as holding any Share upon any trust and the Company shall not, unless required by law, be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or (except only as otherwise provided by these Articles or as the Companies Act requires) any other right in respect of any Share except an absolute right to the entirety thereof in each Shareholder registered in the Register.

WINDING UP

153. If the Company shall be wound up the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Companies Act, divide amongst the Shareholders in species or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for that purpose value any assets and subject to Article 154, determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Shareholders as the liquidator, with the like sanction, shall think fit, but so that no Shareholder shall be compelled to accept any asset upon which there is a liability.

154. If the Company shall be wound up, and the assets available for distribution amongst the Shareholders shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Shareholders in proportion to the par value of the Shares held by them. If in a winding up the assets available for distribution amongst the Shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Shareholders in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due, of all monies payable to the Company for unpaid calls or otherwise. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

AMENDMENT OF MEMORANDUM AND ARTICLES OF ASSOCIATION

155. Subject to the Companies Act, the Company may at any time and from time to time by Special Resolution alter or amend the Memorandum of Association or these Articles in whole or in part.

CLOSING OF REGISTER OR FIXING RECORD DATE

156. For the purpose of determining those Shareholders that are entitled to receive notice of, attend or vote at any meeting of Shareholders or any adjournment thereof, or those Shareholders that are entitled to receive payment of any dividend, or in order to make a determination as to who is a Shareholder for any other purpose, the Directors may provide that the Register shall be closed for transfers for a stated period which shall not exceed in any case thirty (30) calendar days in any calendar year.

157. In lieu of or apart from closing the Register, the Directors may fix in advance a date as the record date for any such determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of the Shareholders and for the purpose of determining those Shareholders that are entitled to receive payment of any dividend the Directors may, at or within ninety (90) calendar days prior to the date of declaration of such dividend, fix a subsequent date as the record date for such determination.

158. If the Register is not so closed and no record date is fixed for the determination of those Shareholders entitled to receive notice of, attend or vote at a meeting of Shareholders or those Shareholders that are entitled to receive payment of a dividend, the date on which notice of the meeting is posted or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of those Shareholders that are entitled to receive notice of, attend or vote at a meeting of Shareholders has been made as provided in this Article, such determination shall apply to any adjournment thereof.

REGISTRATION BY WAY OF CONTINUATION

159. The Company may by Special Resolution resolve to be registered by way of continuation in a jurisdiction outside the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing. In furtherance of a resolution adopted pursuant to this Article, the Directors may cause an application to be made to the Registrar of Companies to deregister the Company in the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing and may cause all such further steps as they consider appropriate to be taken to effect the transfer by way of continuation of the Company.

DISCLOSURE

160. The Directors, or any service providers (including the officers, the Secretary and the registered office provider of the Company) specifically authorized by the Directors, shall be entitled to disclose to any regulatory or judicial authority or to any stock exchange on which securities of the Company may from time to time be listed any information regarding the affairs of the Company including without limitation information contained in the Register and books of the Company.

MERGERS AND CONSOLIDATION

161. The Company shall have the power to merge or consolidate with one or more other constituent companies (as defined in the Companies Act) upon such terms as the Directors may determine and (to the extent required by the Companies Act) with the approval of a Special Resolution.

EXCLUSIVE FORUM

162. Subject to Article 163, unless the Company consents in writing to the selection of an alternative forum, the courts of the Cayman Islands shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim related to the Company (including any non-contractual dispute, controversy or claim) whether arising out of or in connection with these Articles or otherwise, including any questions regarding the existence, validity, formation or termination of any dispute, controversy or claim related to the Company. For the avoidance of doubt and without limiting the jurisdiction of the Cayman Courts to hear, settle and/or determine disputes related to the Company, the courts of the Cayman Islands shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Company, (ii) any action asserting a claim of breach of a fiduciary duty owed by any Director, officer, or other employee of the Company to the Company or the Shareholders, (iii) any action asserting a claim arising pursuant to any provision of the Companies Act or these Articles including but not limited to any purchase or acquisition of Shares, security, or guarantee provided in consideration thereof, or (iv) any action asserting a claim against the Company which if brought in the United States would be a claim arising under the internal affairs doctrine (as such concept is recognized under the laws of the United States from time to time).

163. Unless the Company consents in writing to the selection of an alternative forum, the United States District Court for the Southern District of New York (or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction over a particular dispute, the state courts in New York County, New York) shall be the exclusive forum within the United States for the resolution of any complaint asserting a cause of action arising out of or relating in any way to the federal securities laws of the United States, regardless of whether such legal suit, action, or proceeding also involves parties other than the Company. Any person or entity purchasing or otherwise acquiring any Share or other

securities in the Company shall be deemed to have notice of and consented to the provisions of this Article and Article 162 above. Without prejudice to the foregoing, if any part of this Article and Article 162 is held to be illegal, invalid or unenforceable under applicable law, the legality, validity or enforceability of the rest of these Articles shall not be affected and this Article and Article 162 shall be interpreted and construed to the maximum extent possible to apply in the relevant jurisdiction with whatever modification or deletion may be necessary so as best to give effect to the intention of the Company.

Annex C

The Companies Act (As Revised) of the Cayman Islands

Plan of Merger

THIS PLAN OF MERGER (the "**Plan of Merger**") is made on [·].

BETWEEN

(1) L Catterton Asia Acquisition Corp, an exempted company incorporated under the laws of the Cayman Islands, with its registered office situated at the offices of Mourant Governance Services (Cayman) Limited, PO Box 1348, 94 Solaris Avenue, Camana Bay, Grand Cayman, KY1-1108, Cayman Islands (the "**Surviving Company**"); and

(2) Lotus Temp Limited, an exempted company incorporated under the laws of the Cayman Islands, with its registered office situated at the offices of Sertus Incorporations (Cayman) Limited, Sertus Chambers, Governors Square, Suite # 5-204, 23 Lime Tree Bay Avenue, P.O. Box 2547, Grand Cayman, KY1-1104, Cayman Islands (the "**Merging Company**").

WHEREAS

(a) The Merging Company and the Surviving Company are entering into this Plan of Merger pursuant to the provisions of Part XVI of the Companies Act (As Revised) (the "**Companies Act**").

(b) The sole director of the Merging Company and the directors of the Surviving Company deem it desirable and in the commercial interests of the Merging Company and the Surviving Company, respectively, that the Merging Company be merged with and into the Surviving Company and that the undertaking, property and liabilities of the Merging Company vest in the Surviving Company (the "**Merger**"), upon the terms and subject to the conditions of the agreement and plan of merger dated January 31, 2023 between Lotus Technology Inc., Lotus EV Limited, the Surviving Company and the Merging Company (the "**Agreement**") and this Plan of Merger and pursuant to the Companies Act.

(c) The sole shareholder of the Merging Company and the shareholders of the Surviving Company have duly authorized this Plan of Merger pursuant to the Companies Act.

NOW THEREFORE THIS PLAN OF MERGER PROVIDES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Terms not otherwise defined in this Plan of Merger shall have the meanings given to them in the Agreement, a copy of which is annexed at Annexure 1 hereto.

2. CONSTITUENT COMPANIES

2.1. The constituent companies (as defined in the Companies Act) to this Merger are the Surviving Company and the Merging Company (together the "**Constituent Companies**" and each a "**Constituent Company**"). 3. **THE SURVIVING COMPANY**

3.1. The surviving company (as defined in the Companies Act) is the Surviving Company.

4. REGISTERED OFFICE

4.1. The registered office of the Surviving Company is c/o Mourant Governance Services (Cayman) Limited, PO Box 1348, 94 Solaris Avenue, Camana Bay, Grand Cayman, KY1-1108, Cayman Islands and the registered office of the Merging Company is c/o Sertus Incorporations (Cayman) Limited, Sertus Chambers, Governors Square, Suite # 5-204, 23 Lime Tree Bay Avenue, P.O. Box 2547, Grand Cayman, KY1-1104, Cayman Islands.

5. AUTHORISED AND ISSUED SHARE CAPITAL

5.1. Immediately prior to the Effective Date (as defined below), the authorised share capital of the Surviving Company is US$22,200 divided into 200,000,000 Class A ordinary shares of a par value of US$0.0001 each ("**SPAC Class A Ordinary Shares**"), 20,000,000 Class B ordinary shares of a par value of US$0.0001 each ("**SPAC Class B Ordinary Shares**") and 2,000,000 preference shares of a par value of US$0.0001 each ("**Preference Shares**"), of which 28,650,874 SPAC Class A Ordinary Shares and 7,162,718 SPAC Class B Ordinary Shares have been issued and fully paid and no Preference Shares have been issued.

5.2. Immediately prior to the Effective Date, the authorised share capital of the Merging Company is US$50,000 divided into 5,000,000,000 ordinary shares of a par value of US$0.00001 each, of which 10,000 shares have been issued and fully paid.

5.3. From the Effective Date, the authorised share capital of the Surviving Company shall be US$[50,000] divided into [5,000,000,000] ordinary shares of a par value of US$0.00001 each.

6. EFFECTIVE DATE

6.1. The date on which it is intended that the Merger is to take effect is the date that this Plan of Merger is registered by the Registrar of Companies in accordance with section 233(13) of the Companies Act or at such later time permitted by the Companies Act as may be agreed by the Constituent Companies in writing (the "**Effective Date**").

7. TERMS AND CONDITIONS; SHARE RIGHTS

7.1. The terms and conditions of the Merger, including, where applicable, the manner and basis of converting shares in each Constituent Company into shares in the Surviving Company or into other property, are set out in the Agreement and, in particular, it is noted that on the Effective Date:

7.1.1. immediately prior to the First Effective Time, each SPAC Class B Ordinary Share shall be automatically converted into one SPAC Class A Ordinary Share in accordance with the terms of the SPAC Charter (such automatic conversion, the "**SPAC Class B Conversion**") and each SPAC Class B Ordinary Share shall no longer be issued and outstanding and shall automatically be cancelled, and each former holder of SPAC Class B Ordinary Shares shall thereafter cease to have any rights with respect to such shares;

7.1.2. at the First Effective Time, each SPAC Unit outstanding immediately prior to the First Effective Time shall be automatically detached and the holder thereof shall be deemed to hold one SPAC Class A Ordinary Share and one-third of a SPAC Warrant in accordance with the terms of the applicable SPAC Unit (the "**Unit Separation**"), which underlying SPAC Securities shall be adjusted in accordance with the applicable terms of Section 2.3 of the Agreement; provided that no fractional SPAC Warrant will be issued in connection with the Unit Separation such that if a holder of SPAC Units would be entitled to receive a fractional SPAC Warrant upon the Unit Separation, the number of SPAC Warrants to be issued to such holder upon the Unit Separation shall be rounded down to the nearest whole number of SPAC Warrants;

7.1.3. immediately following the Unit Separation, each SPAC Class A Ordinary Share (which, for the avoidance of doubt, includes the SPAC Class A Ordinary Shares (A) issued in connection with the SPAC Class B Conversion and (B) held as a result of the Unit Separation) issued and outstanding immediately prior to the First Effective Time (other than any SPAC Shares referred to in paragraph 7.1.5, Redeeming SPAC Shares and Dissenting SPAC Shares) shall automatically be cancelled and cease to exist in exchange for the right to receive one newly issued, fully paid and non-assessable Company Ordinary Share. As of the First Effective Time, each SPAC Shareholder shall cease to have any other rights in and to such SPAC Shares, except as expressly provided in the Agreement;

7.1.4. each SPAC Warrant (which, for the avoidance of doubt, includes the SPAC Warrants held as a result of the Unit Separation) outstanding immediately prior to the First Effective Time shall cease to be a warrant with respect to SPAC Ordinary Shares and be assumed by the Company and

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

7.1.5. if there are any SPAC Shares that are owned by the Surviving Company as treasury shares or any SPAC Shares owned by any direct or indirect Subsidiary of the Surviving Company immediately prior to the First Effective Time, such SPAC Shares shall be cancelled and shall cease to exist without any conversion thereof or payment or other consideration therefor;

7.1.6. each Redeeming SPAC Share issued and outstanding immediately prior to the First Effective Time shall automatically be cancelled and cease to exist and shall thereafter represent only the right to be paid a pro rata share of the SPAC Shareholder Redemption Amount in accordance with the SPAC Charter;

7.1.7. each Dissenting SPAC Share issued and outstanding immediately prior to the First Effective Time held by a Dissenting SPAC Shareholder shall automatically be cancelled and cease to exist in accordance with Section 2.7(a) of the Agreement and shall thereafter represent only the right to be paid the fair value of such Dissenting SPAC Share and such other rights as are granted by the Companies Act; and

7.1.8. each ordinary share, par value US$0.00001 per share, of the Merging Company, issued and outstanding immediately prior to the First Effective Time shall remain issued and outstanding and continue existing and constitute the only issued and outstanding share in the capital of Surviving Company and shall not be affected by the Merger.

7.2. The rights and restrictions attaching to the shares in the Surviving Company are set out in the [Second] Amended and Restated Memorandum and Articles of Association of the Surviving Company in the form annexed at Annexure 2 hereto.

7.3. The Memorandum and Articles of Association of the Surviving Company in effect immediately prior to the Merger shall be amended and restated by the deletion in their entirety and the substitution in their place of the [Second] Amended and Restated Memorandum and Articles of Association in the form annexed at Annexure 2 hereto on the Effective Date.

8. PROPERTY

8.1. On the Effective Date, the rights, property of every description, including choses in action, and the business, undertaking, goodwill, benefits, immunities and privileges of each of the Constituent Companies shall immediately vest in the Surviving Company which shall be liable for and subject, in the same manner as the Constituent Companies, to all mortgages, charges, or security interests and all contracts, obligations, claims, debts and liabilities of each of the Constituent Companies.

9. DIRECTORS BENEFITS

9.1. There are no amounts or benefits which are or shall be paid or payable to any director or manager of either Constituent Company consequent upon the Merger.

10. SECURITY INTERESTS

10.1. The Merging Company has granted no fixed or floating security interests that are outstanding as of the date of this Plan of Merger.

10.2. The Surviving Company has granted no fixed or floating security interests that are outstanding as of the date of this Plan of Merger.

11. DIRECTORS OF THE SURVIVING COMPANY

11.1. Immediately following the Merger, the name and address of the sole director of the Surviving Company shall be:

11.1.1. LEE Kuen Long of 800 Century Avenue, Shanghai, China.

12. APPROVAL AND AUTHORISATION

12.1. This Plan of Merger has been approved by the sole director of the Merging Company and the board of directors of the Surviving Company pursuant to section 233(3) of the Companies Act.

12.2. This Plan of Merger has been authorised by the sole shareholder of the Merging Company and the shareholders of the Surviving Company pursuant to section 233(6) of the Companies Act.

13. AMENDMENTS AND RIGHT OF TERMINATION

13.1. At any time prior to the Effective Date, this Plan of Merger may be:

13.1.1. terminated by the board of directors or the sole director of the Surviving Company or the Merging Company, respectively, provided that such termination is in accordance with Article IX of the Agreement;

13.1.2. amended by the directors of both the Surviving Company and the Merging Company to:

13.1.2.1. change the Effective Date, provided that such changed date shall not be a date later than the ninetieth day after the date of registration of this Plan of Merger with the Registrar of Companies; or

13.1.2.2. effect any other changes to this Plan of Merger required to give effect to any amendment to the Agreement made in accordance with Section 10.12 of the Agreement.

14. COUNTERPARTS

14.1. This Plan of Merger may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. GOVERNING LAW

15.1. This Plan of Merger shall be governed by and construed in accordance with the laws of the Cayman Islands.

[*Remainder of page intentionally left blank*]

In witness whereof the parties hereto have caused this Plan of Merger to be executed on the day and year first above written.

SIGNED by:	)	
Duly authorised for and on behalf of	)	
L Catterton Asia Acquisition Corp	)	_____
	)	Name:
	)	Title: Director

SIGNED by:	)	
Duly authorised for and on behalf of	)	
Lotus Temp Limited	)	_____
	)	Name:
	)	Title: Director

Annexure 1

Agreement and Plan of Merger

Annexure 2

[Second] Amended and Restated Memorandum and Articles of Association of the Surviving Company

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers

The laws of the Cayman Islands do not limit the extent to which a company's memorandum and articles of association may provide for indemnification of officers and directors, except to the extent any such provision may be held by the Cayman Islands courts to be contrary to public policy, such as to provide indemnification against willful default, willful neglect, civil fraud or the consequences of committing a crime.

The Amended LTC Articles provides that every director (including alternate director), secretary, assistant secretary, or other officer for the time being and from time to time of LTC (but not including the Company's auditors) and the personal representatives of the same (each an "Indemnified Person") shall be indemnified and secured harmless against all actions, proceedings, costs, charges, expenses, losses, damages or liabilities incurred or sustained by such Indemnified Person, other than by reason of such Indemnified Person's own dishonesty, willful default or fraud, in or about the conduct of LTC's business or affairs (including as a result of any mistake of judgment) or in the execution or discharge of his duties, powers, authorities or discretions, including without prejudice to the generality of the foregoing, any costs, expenses, losses or liabilities incurred by such Indemnified Person in defending (whether successfully or otherwise) any civil proceedings concerning LTC or its affairs in any court whether in the Cayman Islands or elsewhere.

LTC will also be entering into indemnification agreements with its directors and executive officers under the laws of the Cayman Islands, pursuant to which LTC will agree to indemnify each such person and hold him harmless against expenses, judgments, fines and amounts payable under settlement agreements in connection with any threatened, pending or completed action, suit or proceeding to which he has been made a party or in which he became involved by reason of the fact that he is or was LTC's director or officer. Except with respect to expenses to be reimbursed by LTC in the event that the indemnified person has been successful on the merits or otherwise in defense of the action, suit or proceeding, LTC's obligations under the indemnification agreements will be subject to certain customary restrictions and exceptions.

In addition, LTC maintains standard policies of insurance under which coverage is provided to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act, and to LTC with respect to payments which may be made by it to such directors and officers pursuant to the above indemnification provision or otherwise as a matter of law.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, LTC has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is theretofore unenforceable.

Item 21. Exhibits and Financial Statement Schedules

Exhibit Number	Description
2.1	Agreement and Plan of Merger, dated as of January 31, 2023, by and among Lotus Technology Inc., Lotus Temp Limited, Lotus EV Limited and *L* Catterton Asia Acquisition Corp (included as Annex A to the proxy statement/prospectus)
3.1	Fifth Amended and Restated Memorandum of Association of Lotus Technology Inc. in effect prior to completion of the Business Combination
3.2	Sixth Amended and Restated Memorandum and Articles of Association of Lotus Technology Inc. (to be effective upon completion of the Business Combination) (included as Annex B to the proxy statement/prospectus)
3.3	Amended and Restated Memorandum and Articles of Association of *L* Catterton Asia Acquisition Corp
4.1	Specimen Unit Certificate of *L* Catterton Asia Acquisition Corp
4.2	Specimen Class A Ordinary Share Certificate of *L* Catterton Asia Acquisition Corp
4.3	Specimen Warrant Certificate of *L* Catterton Asia Acquisition Corp
4.4	Warrant Agreement, dated as of March 10, 2021, between *L* Catterton Asia Acquisition Corp and Continental Stock Transfer & Trust Company
4.5*	Specimen Ordinary Share Certificate of Lotus Technology Inc.
4.6*	Specimen Warrant Certificate of Lotus Technology Inc.
4.7	Form of Assignment, Assumption and Amendment Agreement by and among *L* Catterton Asia Acquisition Corp, Lotus Technology Inc., and Continental Stock Transfer & Trust Company
4.8	Registration and Shareholder Rights Agreement, dated as of March 10, 2021, by and among *L* Catterton Asia Acquisition Corp, LCA Acquisition Sponsor, LP and certain shareholders of *L* Catterton Asia Acquisition Corp
4.9	Form of Registration Rights Agreement by and among Lotus Technology Inc., LCA Acquisition Sponsor, LP and other parties named therein.
5.1*	Opinion of Maples and Calder (Hong Kong) LLP as to validity of ordinary shares of Lotus Technology Inc.
5.2*	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP as to the warrants of Lotus Technology Inc.
10.1	Investment Management Trust Agreement, dated as of March 10, 2021, by and between Continental Stock & Trust Company and *L* Catterton Asia Acquisition Corp
10.2	Administrative Support Agreement, dated as of March 10, 2021, by and between LCA Acquisition Sponsor, LP and *L* Catterton Asia Acquisition Corp
10.3	Letter Agreement, dated as of March 10, 2021, among LCA Acquisition Sponsor, LP, *L* Catterton Asia Acquisition Corp and officers and directors of *L* Catterton Asia Acquisition Corp
10.4	Sponsor Support Agreement, dated as of January 31, 2023, by and among Lotus Technology Inc., *L* Catterton Asia Acquisition Corp, LCA Acquisition Sponsor, LP and other parties named therein
10.5	Shareholder Support Agreement, dated as of January 31, 2023, by and among Lotus Technology Inc., *L* Catterton Asia Acquisition Corp, and other parties named therein
10.6†	Distribution Agreement dated January 31, 2023 between Lotus Cars Limited and Lotus Technology Innovative Limited

Exhibit Number	Description
10.7	Put Option Agreement dated January 31, 2023 among Lotus Technology Inc., Geely International (Hong Kong) Limited, Lotus Advance Technologies Sdn Bhd and Lotus Group International Limited
10.8	Put Option Agreement dated January 31, 2023 among Lotus Technology Inc., Etika Automotive Sdn Bhd, Lotus Advance Technologies Sdn Bhd and Lotus Group International Limited
10.9†††*	Lotus Technology Inc. 2022 Stock Incentive Plan
10.10*	Form of Indemnification Agreement between Lotus Technology Inc. and each executive officer of Lotus Technology Inc.
10.11*	English translation of the Exclusive Consulting and Service Agreement dated March 8, 2022 between Wuhan Lotus Technology Co., Ltd. and Wuhan Lotus E-Commerce Co., Ltd.
10.12*	English translation of the Option Purchase Agreement dated March 8, 2022 among Wuhan Lotus Technology Co., Ltd., Bin Liu, Qingfeng Feng, Shufu Li, Donghui Li, and Wuhan Lotus E-Commerce Co., Ltd.
10.13*	English Translation of the Share Pledge Agreement dated March 8, 2022 among Wuhan Lotus Technology Co., Ltd., Bin Liu, Qingfeng Feng, Shufu Li, Donghui Li, and Wuhan Lotus E-Commerce Co., Ltd.
10.14*	English translation of the Letter of Authorization dated March 8, 2022 signed by Bin Liu.
10.15*	English translation of the Letter of Authorization dated March 8, 2022 signed by Qingfeng Feng, Shufu Li, and Donghui Li, respectively, and Letter of Spousal Consent signed by their spouses, respectively.
10.16*	English Translation of EPA/LAMBDA/ALPHA Development Agreement dated March 24, 2021 between Wuhan Lotus Cars Co., Ltd and Ningbo Geely Automobile Research and Development Co., Ltd.
10.17*	English Translation of Technology License Agreement dated December 20, 2021 between Wuhan Lotus Cars Co., Ltd and Zhejiang Liankong Technology Co., Ltd
10.18*	Trademarks License Agreement dated November 4, 2021 between Lotus Advanced Technology Limited and Group Lotus Limited
10.19*	Trademarks License Agreement dated November 4, 2021 between Lotus Technology International Limited and Group Lotus Limited
10.20*	English Translation of Manufacture Cooperation Agreement dated October 26, 2022 among Wuhan Lotus Cars Co., Ltd, Wuhan Lotus Cars Sales Limited, Wuhan Branch of Zhejiang Geely Automobile Co., Ltd. and Wuhan Geely Auto Parts Co., Ltd
10.21*	English Translation of Convertible Note Investment Agreement dated September 23, 2021 among Hubei Changjiang Jingkai Automobile Industry Investment Fund Partnership (Limited Partnership), Wuhan Lotus Technology Co., Ltd., Zhejiang Geely Holding Group, and Ningbo Juhe Yinqing Enterprise Management Consulting Partnership (Limited Partnership)
10.22*	English Translation of Investment Agreement of Ningbo Lotus Robotics Co., Ltd dated June 1, 2022 among Hangzhou Bay Capital, Ningbo Lotus Robotics Co., Ltd and others
10.23*	English Translation of Convertible Note Investment Agreement dated November 8, 2022 among Hangzhou Fuyang Development Zone Industrial Investment Co., Ltd., Sanya Lotus Venture Capital Co., Ltd. and Wuhan Lotus Technology Co., Ltd.
10.24*	English summary of Investment Agreement regarding Lotus Technology Global Headquarter Project dated July 23, 2018 among the Management Committee of Wuhan Economic & Technological Development Zone and Zhejiang Geely Holding Group

Exhibit Number	Description
10.25*	English summary of Intelligent Driving Project Investment Agreement dated November 17, 2021 among Ningbo Hangzhou Bay Development and Construction Management Committee, Ningbo Haichuang Group Co., Ltd. and Ningbo Robotics Co., Ltd.
10.26*	English summary of Energy Headquarter Project Investment Agreement dated August 31, 2022 between the Management Committee of Fuyang Economic & Technological Development Zone and Wuhan Lotus Technology Co., Ltd.
10.27*	Amended and Restated Series Pre-A Preferred Share Purchase Agreement dated March 17, 2022 among Mission Purple L.P., Mission Bloom Limited, Lotus Advanced Technology Limited Partnership and Lotus Technology Inc.
10.28*	Series A Preferred Share Purchase Agreement dated July 8, 2022 among Skymacro Resources Limited, Lotus Advanced Technology Limited Partnership and Lotus Technology Inc.
10.29*	Series A Preferred Share Purchase Agreement dated August 29, 2022 among Northpole GLY 3 LP, Lotus Advanced Technology Limited Partnership and Lotus Technology Inc.
10.30*	Series A Preferred Share Purchase Agreement dated August 29, 2022 among Hubei Changjiang Automobile Industry Investment Fund Partnership (Limited Partnership), Lotus Advanced Technology Limited Partnership and Lotus Technology Inc.
10.31*	Series A Preferred Share Purchase Agreement dated August 29, 2022 among Ningbo Shangchuang Equity Investment Partnership (Limited Partnership), Lotus Advanced Technology Limited Partnership and Lotus Technology Inc.
10.32*	Series A Preferred Share Purchase Agreement dated August 30, 2022 among Hangzhou Fuyang Investment Development Co., Ltd., Lotus Advanced Technology Limited Partnership and Lotus Technology Inc.
21.1	List of subsidiaries of Lotus Technology Inc.
23.1*	Consent of Marcum LLP, independent registered accounting firm for *L* Catterton Asia Acquisition Corp
23.2*	Consent of KPMG Huazhen LLP, independent registered accounting firm for Lotus Technology Inc.
23.3*	Consent of Maples and Calder (Hong Kong) LLP (included in Exhibit 5.1)
23.4*	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 5.2)
23.5*	Consent of Han Kun Law Offices
24.1*	Power of Attorney (included on signature page to the initial filing of the Registration Statement)
99.1*	Form of Proxy Card.
99.2*	Consent of Qingfeng Feng to be named as a director
99.3*	Consent of Kuen Long (Alexious) Lee to be named as a director
99.4*	Consent of Ning Yu to be named as a director
99.5*	Consent of Daniel Donghui Li to be named as a director
99.6*	Consent of Datuk Ooi Teik Huat to be named as a director
107*	Filing Fee Table

* To be filed by amendment.

† Schedules and certain portions of the exhibits omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of such schedules, or any section thereof, to the SEC upon request.

†† Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the SEC upon its request.

††† Indicates a management contract or compensatory plan.

Item 22. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

i. To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

ii. To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement.

iii. To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To file a post-effective amendment to the registration statement to include any financial statements required by Item 8.A of Form 20-F at the start of any delayed offering or throughout a continuous offering.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

i. any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

ii. any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

iii. the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

iv. any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer

undertakes that such reoffering prospectus shall contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

The registrant undertakes that every prospectus: (a) that is filed pursuant to the immediately preceding paragraph, or (b) that purports to meet the requirements of Section 10(a)(3) of the Act and is used in connection with an offering of securities subject to Rule 415, shall be filed as a part of an amendment to the registration statement and shall not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and shall be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), 11, or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement on Form F-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in , on .

Lotus Technology Inc.

By: _____

Name:
Title:

Each person whose signature appears below constitutes and appoints as an attorney-in-fact with full power of substitution for him or her in any and all capacities to do any and all acts and all things and to execute any and all instruments that said attorney and agent may deem necessary or desirable to enable the registrant to comply with the Securities Act of 1933, as amended (the "Securities Act"), and any rules, regulations and requirements of the Securities and Exchange Commission thereunder, in connection with the registration under the Securities Act of ordinary shares of the registrant (the "Shares"), including, without limitation, the power and authority to sign the name of each of the undersigned in the capacities indicated below to the Registration Statement on Form F-4 (the "Registration Statement") to be filed with the Securities and Exchange Commission with respect to such Shares, to any and all amendments or supplements to such Registration Statement, whether such amendments or supplements are filed before or after the effective date of such Registration Statement, to any related Registration Statement filed pursuant to Rule 462(b) under the Securities Act, and to any and all instruments or documents filed as part of or in connection with such Registration Statement or any and all amendments thereto, whether such amendments are filed before or after the effective date of such Registration Statement; and each of the undersigned hereby ratifies and confirms all that such attorney and agent will do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
Daniel Donghui Li	Director and Chairman of the Board of Directors	
Qingfeng Feng	Director and Chief Executive Officer (Principal Executive Officer)	
Alexious Kuen Long Lee	Director and Chief Financial Officer (Principal Financial and Accounting Officer)	
Ning Yu	Independent Director	
Datuk Ooi Teik Huat	Director	

AUTHORIZED REPRESENTATIVE

Pursuant to the requirement of the Securities Act of 1933, the undersigned, solely in his capacity as the duly authorized representative of Lotus Technology Inc., has signed this registration statement in the City of , State of , on .

By: _____

Name:
Title:

Exhibit 3.1

The Companies Act
(As Revised)

Company Limited by Shares

Fifth Amended and Restated Memorandum of Association
of

LOTUS TECHNOLOGY INC.

(Adopted by Special Resolutions passed on September 20,2022 and effective on October 11, 2022)

1. The name of the Company is **Lotus Technology Inc**.

2. The registered office will be situated at the offices of Sertus Incorporations (Cayman) Limited, Sertus Chambers, Governors Square, Suite # 5-204, 23 Lime Tree Bay Avenue, P.O. Box 2547, Grand Cayman, KY1-1104, Cayman Islands or at such other place in the Cayman Islands as the Directors may from time to time decide.

3. The objects for which the Company is established are unrestricted and the Company shall have full power to carry out any object not prohibited by any law as provided by Section 7 (4) of the Companies Act (as revised).

4. Except as prohibited or limited by the laws of the Cayman Islands, the Company shall have full power and authority to carry out any object and shall have and be capable of from time to time and at all times exercising any and all of the powers at any time or from time to time exercisable by a natural person or body corporate in any part of the world whether as principal, agent, contractor or otherwise.

5. The Company shall not be permitted to carry on any business where a licence is required under the laws of the Cayman Islands to carry on such a business until such time as the relevant licence has been obtained.

6. If the Company is an exempted company, its operations will be carried on subject to the provisions of Section 174 of the Companies Act (as revised).

7. The liability of each Member is limited to the amount from time to time unpaid on such Member's share.

8. The authorised share capital of the Company is US$50,000 divided into 5,000,000,000 Shares, consisting of (i) 4,691,947,371 Ordinary Shares of par value of USD0.00001 each; (ii) 184,596,297 Series Pre-A Preferred Shares of par value of USD0.00001 each, (iii) 123,456,332 Series A Preferred Shares of par value of USD0.00001 each, with the power for the Company to, subject to the Articles of Association of the Company as then in effect, increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the condition of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

The Companies Act
(As Revised)

Company Limited by Shares

Fifth Amended and Restated Articles of Association
Of

LOTUS TECHNOLOGY INC.

(Adopted by Special Resolutions passed on September 20, 2022 and effective on October 11, 2022)

1. The Regulations contained or incorporated in Table A of the First Schedule of the Companies Act (as revised) shall not apply to this Company.

INTERPRETATION

2. (a) In these Articles the following terms shall have the meanings set opposite unless the context otherwise requires:

Affiliate(s)	means in relation to any Person, any other Person who directly or indirectly Controls, is Controlled by or is subject to common Control with the first-mentioned Person.
Aggregate Block	has the meaning ascribed thereto in Article 33.1(c).
Articles	means these Amended and Restated Articles of Association as from time to time amended.
Auditors	means the Auditors for the time being of the Company, if any.
Automatic Conversion	has the meaning ascribed in Article 121.3.
Available Funds and Assets	has the meaning ascribed thereto in Article 103.
Base Price	means, as applicable, the issue price for any corresponding Share or class of Share. The Base Price for each Ordinary Shares held by Founder Vehicle, Geely and Etika is RMB1.000 on average; the Base Price for each Ordinary Shares held by Lotus Group is £0.48281 on average, the Base Price for each Series Pre-A Preferred Share is RMB 6.22981, the Base Price for each Series A Preferred Share is RMB 10.54576.
Big 4 Shareholders' Preference Amount	has the meaning ascribed thereto in Article 103(c).

Board or Board of Directors	means the board of Directors of the Company.
Big 4 Relevant Investment Amount	means, the corresponding investment amount paid by the relevant Big 4 Shareholder to the Company, which shall be an amount equal to (x) the applicable Base Price of the Ordinary Shares acquired by such Big 4 Shareholder times (y) applicable number of Ordinary Shares held by such Big 4 Shareholder as of the date of occurrence of a Liquidation Event.
Big 4 Shareholders Closing	means the Founder Vehicle, Geely, Etika and Lotus Group.has the meaning defined under the Series A Preferred Share Purchase Agreement by and among the Company and the holders of Series A Preferred Shares.
Company	means Lotus Technology Inc.
Constitutional Documents	means, with respect to any Person, the certificate of incorporation, memorandum of association, bylaws, articles of association, shareholders' agreement, limited liability company agreement, joint venture agreement, investors' rights agreement, or similar constitutional documents for such Person.
Contract	means, a contract, agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.
Control	means the possession by a Person, directly or indirectly, of (a) the legal and beneficial ownership of more than 50% of the voting shares of another Person; or (b) the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of shares or other securities carrying the right to vote, through the composition of the board of directors of such other Person, by contract or otherwise, and includes, with respect to any individual, such individual's spouse, parents and parents of the spouse, siblings and their spouse, children over 18 years old and their spouse, siblings of the spouse and parents of the spouse of the children, and the terms "Controlling" and "Controlled" have meanings correlative to the foregoing.
Conversion Price	has the meaning ascribed in Article 121.1.
Convertible Instruments	has the meaning ascribed in paragraph (d) of Part I of Schedule A.
Directors	means the directors of the Company for the time being or, as the case may be, the directors assembled as a board.
Disbursement	Date means the date when Mission disbursed the NC Initial Investment Amount to the Company, i.e. November 29, 2021.
Equity Securities	means, with respect to any Person, any and all shares, share capital, membership interests, units, profits interests, ownership interests, equity interests, voting interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, pre-emptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing, or any Contract providing for the acquisition of any of the foregoing; for the avoidance of doubt, the "Equity Securities" of the Company shall include any Ordinary Shares, Ordinary Share Equivalents, Series Pre-A Preferred Shares, Series A Preferred Shares, any other shares of the Company or any other securities convertible or exchangeable into shares of the Company.
Etika	means Etika Automotive Sdn Bhd, a private company incorporated under the laws of Malaysia.
ESOP	means, a management and employee incentive programme enabling certain key employees of the Company to participate in such programme for the purpose of incentivising management and key employees to contribute to the value creation in the Company.
Final Closing	has the same meaning as ascribed to it in the Shareholders Agreement.
Founder Vehicle	means Lotus Advanced Technology Limited Partnership, a limited partnership incorporated under the Laws of the British Virgin Islands.
Geely	Lotus Technology International Investment Limited, a BVI business company incorporated in the British Virgin Islands
Geely + LP BI	has the meaning ascribed to it in Article 33.1(b).
Governmental Authority	means any government of any nation or province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC or any other applicable country or region, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.
Governmental Order	means any applicable order, ruling, decision, verdict, decree, writ, subpoena, mandate, precept, command, directive, consent, approval, award, judgment, injunction or other similar determination or finding by, before or under the supervision of any Governmental Authority.
Group	means: (a) WFOE; (b) Entities Controlled by WFOE; (c) the Company; and any entity established, Controlled and/or financially consolidated from time to time by (a), (b) and/or (c) above. "Group Companies" means the same.

Group Company	means any member of the Group.
HK Subsidiary	means Lotus Advanced Technology Limited, a company with limited liability incorporated under the Laws of Hong Kong.
Hong Kong	means the Hong Kong Special Administrative Region of the People's Republic of China.
Initial Closing	has the meaning defined under the Series Pre-A Preferred Share Purchase Agreement by and among the Company, Founder Vehicle and NIO Capital dated January 30, 2022.

Issuance Notice	has the meaning ascribed to it in Article 33.1(a).
Interested Person	means, any officer, director, or direct or indirect holder of over 5% equity security of any Group Company, and any Affiliate of any of the foregoing.
Investors	means the holders of Series Pre-A Preferred Shares and the holders of Series A Preferred Shares and each an "**Investor**".
Jingkai Automobile Fund	HUBEI CHANGJIANG JINGKAI AUTOMOBILE INDUSTRY INVESTMENT FUND PARTNERSHIP (LIMITED PARTNERSHIP) (□□□□□□□□□□□□□□□□□□□□(□□□□))
Jingkai Automobile Fund's Preference Amount	has the meaning ascribed to it in Article 103(a).
Law(s)	means, any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Governmental Orders.
Liquidation Event	means, any of the following events: (x) the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary; or (y) any Trade Sale of the Company.
Lotus Group	means Lotus Group International Limited, a private company incorporated under the laws of England and Wales.
LP BI	has the meaning ascribed to it in Article 33.2.
Material Adverse Effect	means, with respect to any Person, (i) any event, condition, fact or change that has, individually or together with any other event, condition, fact or change, a material adverse effect on the business, operations, assets, liabilities (including contingent liabilities), results of operations, financial status or prospects of such Person, or (ii) any event, condition, fact or change that results in, individually or together with any other event, condition, fact or change, any of the following effect: (a) such Person's entire or substantially equivalent to the entire business of such Person is suspended for more than three (3) consecutive months or is terminated; (b) such Person is unable to perform more than thirty percent (30%) of the contracts of its principal business; (c) a change of Control of the Person or such Person's Control is severely restricted; or (d) would make a Qualified IPO of such Person impossible to consummate no later than sixty (60) months from the date of the Closing; other than to the extent caused by (i) changes in the general economic or political conditions in jurisdictions in which the Group Companies are operating, (ii) changes (including changes in law) or conditions generally affecting the industry in which the Group Companies are operating; (iii) acts of war, sabotage or terrorism or natural disasters involving any jurisdiction in which the Company and its Subsidiaries are operating, (iv) any action taken by the Group Companies that is required or contemplated pursuant to the Transaction Documents; provided, with respect to clauses (i)–- (iii), that such changes do not affect the Group Companies disproportionately as compared to other Persons in the same industry

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Material Change	has the meaning defined in paragraph (h) of Part I of Schedule A.
Majority Series A Investors	means the shareholder(s) of the Company holding more than fifty percent (50%) of the outstanding Series A Preferred Shares.
Member	means a Person who is registered in the Register of Members as the holder of any Share in the Company.
Mission	means MISSION PURPLE L.P.
Month	means a calendar month.
NC Initial Investment	means RMB 150,000,000.
New Securities	has the meaning ascribed to it in Article 33.1(a).
NIO Capital	means Mission and/or Mission Bloom Limited or any of them.
Ordinary Resolution	means a resolution of a general meeting passed by a majority of the votes of the Members who, being entitled to do so, vote in person or by proxy at such meeting, or a written resolution signed by all Members entitled to vote; for the avoidance of doubt, when computing voting rights and the relevant majority, regard shall be made to the number of votes to which each Member is entitled pursuant to these Articles.
Ordinary Shares	means ordinary shares, par value US$0.00001 per Share, in the share capital of the Company.
Ordinary Shares Holder	means holders of Ordinary Shares.

Original Directors	has the meaning ascribed to it in Article 62.
Over-Allotment New Securities	has the meaning ascribed to it in Article 33.1(e).
Other Series A Investor's Preference Amount	has the meaning ascribed to it in Article 103(a).
Participation Period	has the meaning ascribed to it in Article 33.1(a).
Person	means any natural person, corporation, limited liability company, joint stock company, joint venture, partnership, enterprise, trust, unincorporated organization or any other entity or organization.
Purchasing Investor	has the meaning ascribed to it in Article 33.1(e).
PRC	means the People's Republic of China, but solely for purposes of these Articles, excluding Hong Kong, the Macau Special Administrative Region and Taiwan Region.

Preferred Shares	means Series Pre-A Preferred Shares and Series A Preferred Shares.
Proposed Subscriber	has the meaning ascribed to it in Article 33.1(a).
Qualified IPO	means an initial public offering and listing or back door listing (including via SPAC) or other similar transactions to achieve the listing of the Shares of the Company, on the Shanghai Stock Exchange, Shenzhen Stock Exchange, New York Stock Exchange, Nasdaq Stock Exchange, Hong Kong Stock Exchange, London Stock Exchange, or any other stock exchange or quotation system that is approved in writing by Mission and Majority Series A Investors, that implies a post-offering market capitalization of the Company (on a fully-diluted basis) upon the consummation of such offering of not less than the Qualified Valuation. Notwithstanding the foregoing, any listing of the Shares of the Company not meeting the requirements above but in no event less than US$5.5 billion may nevertheless be deemed to be a Qualified IPO with the vote or written consent of Mission and Majority Series A Investors.
Qualified Valuation	means a post-offering market capitalization of the Company that is at least: (a) US$5.5 billion if an initial public offering and listing or back door listing (including via SPAC) or other similar transactions to achieve the listing of the shares of the Company is consummated on or before the third (3rd) anniversary of the Closing; (b) US$6.5 billion if an initial public offering and listing or back door listing (including via SPAC) or other similar transactions to achieve the listing of the shares of the Company is consummated during any time between the date after the third (3rd) anniversary of the Closing and the fourth (4th) anniversary of the Closing (inclusive); (c) US$10 billion if an initial public offering and listing or back door listing (including via SPAC) or other similar transactions to achieve the listing of the shares of the Company is consummated during any time between the date after the fourth (4th) anniversary of the Closing and the fifth (5th) anniversary of the Closing (inclusive)
Redemption Notice	has the meaning ascribed to it in Article 109.1(a).
Redemption Price	has the meaning ascribed to it in Article 109.1(c).
Registered Office	means the registered office of the Company as provided in Section 50 of the Statute.
Register of Members	means the register of Members to be kept pursuant to Section 40 of the Statute.
Reserved Matters Relating to Geely and Etika	has the meaning ascribed to it in Article 30.
Reserved Matters Relating to NIO Capital	has the meaning ascribed to it in Article 31.
Reserved Matters Relating to Majority Series A Investors	has the meaning ascribed to it in Article 32.

Reserved Matters	has the meaning ascribed to it in Article 32.
Relevant Series A Issuance Date	means, with respect to each Series A Preferred Share, the date on which such Series A Preferred Share is issued.
Secretary	means any person appointed by the Directors to perform any of the duties of the secretary of the Company and including any assistant secretary.
Seal	means the common seal of the Company or any facsimile for official seal for use outside of the Cayman Islands.
Securities Act	means the United States Securities Act of 1933, as amended.
Series A Investors	has the same meaning as ascribed to it in the Shareholders Agreement.
Series A Investor's Preference Amount	has the meaning ascribed thereto in Article 103(a).
Series A Preferred Share(s)	means the Series A Preferred Share(s) of the Company, par value US$ 0.00001 each, with the rights, preferences and privileges as set forth in the Memorandum and Articles, as amended from time to time.

Series A Preferred Share Purchase Agreements	means the Series A Preferred Share Purchase Agreements entered into by the Company and certain other parties thereto with the relevant Series A Investor for sale and subscription of certain Series A Preferred Shares, and each a " **Series A Preferred Share Purchase Agreement**".
Series A Redemption Price	has the meaning ascribed to it in Article 109.1(b).
Series Pre-A Preferred Share(s)	means the Series Pre-A Preferred Share(s) of the Company, par value US$ 0.00001 each, with the rights, preferences and privileges as set forth in the Memorandum and Articles, as amended from time to time.
Series Pre-A Investors	has the same meaning as ascribed to it in the Shareholders Agreement.
Series Pre-A Investor's Preference Amount	has the meaning ascribed thereto in Article 103(b).
Series Pre-A Redemption Price	has the meaning ascribed to it in Article 109.1(c).
Shareholders Agreement	means the Fourth Amended and Restated Shareholders Agreement dated September 20,2022 by and among the Company, the HK Subsidiary, the WFOE, the Founder Vehicle, Geely, Etika, Lotus Group, Series Pre-A Investors, and Series A Investors, as may be amended, restated or supplemented from time to time.

Share	means the share(s) in the share capital of the Company.
Special Resolution	means a resolution of a general meeting passed by a two-thirds majority of votes of the Members who, being entitled to do so, vote in person or by proxy at such meeting, or a written resolution signed by all Members entitled to vote; for the avoidance of doubt, when computing voting rights and the relevant majority, regard shall be made to the number of votes to which each Member is entitled pursuant to these Articles.
Statute	means the Companies Act (As Revised) of the Cayman Islands and any amendment or other statutory modification thereof and where in these Articles any provision of the Statute is referred to, the reference is to that provision as modified by law for the time being in force.
Subsidiary	means, with respect to any given Person, any other Person that is Controlled directly or indirectly by such given Person.
Trade Sale	means whether in a single transaction or series of related transactions, any of the following transactions: (i) the merger, acquisition or similar transaction of the Group Companies as a whole (whether by a sale of equity, merger, consolidation, scheme of arrangement or amalgamation) in which the shareholders of the Company immediately prior to such transaction or series of transactions will cease to own a majority of the voting power of the surviving or resulting entity immediately after the consummation of such transaction or series of transactions; or (ii) the sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Group Companies taken as a whole or the licensing of all or substantially all of the Group Companies' intellectual property.
WFOE	means WUHAN LOTUS TECHNOLOGY CO., LTD. (□□□□□□□□□□□□), a limited liability company incorporated under the Laws of the PRC.

(b) Unless the context otherwise requires, expressions defined in the Statute and used herein shall have the meanings so defined.

(c) Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Shareholders Agreement.

(d) In these Articles unless the context otherwise requires:

(i) words importing the singular number shall include the plural number and vice-versa;

(ii) words importing masculine, feminine, and neuter genders will each be deemed to include the others;

(iii) words importing Persons only shall include companies or associations or bodies of persons whether incorporated or not;

(iv) the term "or" is not exclusive;

(v) the terms "herein", "hereof", and other similar words refer to these Articles as a whole and not to any particular section, subsection, paragraph, clause, or other subdivision;

(vi) the term "including" will be deemed to be followed by, "but not limited to";

(vii) the terms "shall", "will", and "agrees" are mandatory, and the term "may" is permissive;

(viii) the term "day" shall mean "calendar day", and "month" shall mean calendar month;

(ix) where an act is required to be done within a specified number of days after, from, or prior to a specified date, the time period shall be calculated exclusive of the date so specified and if the last day of the period of time falls on a day which is not a Business Day, then the period shall be deemed to expire on the immediately succeeding Business Day;

(x) all references in these Articles to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of the body of these Articles unless the context otherwise requires, and all references in these Articles to designated Schedules, Exhibits and Appendices are to the Schedules, Exhibits and Appendices attached to these Articles unless the context otherwise requires;

(xi) the phrase "directly or indirectly" shall mean directly, or indirectly through one or more intermediate Persons or through contractual or other arrangements, and "direct or indirect" has the correlative meaning;

(xii) references to laws include any such law modifying, reenacting, extending or made pursuant to the same or which is modified, reenacted, or extended by the same or pursuant to which the same is made;

(xiii) each representation, warranty, agreement, and covenant contained herein will have independent significance, regardless of whether also addressed by a different or more specific representation, warranty, agreement, or covenant;

(xiv) all accounting terms not otherwise defined herein have the meanings assigned under the accounting standards ;

(xv) references to these Articles or any agreement or document shall be construed as references to such document as the same may be amended, supplemented or novated from time to time,

(xvi) all references to dollars or to "US$" are to currency of the United States of America and all references to "RMB" are to currency of the PRC (and each shall be deemed to include reference to the equivalent amount in other currencies);

(xvii) references to a Person includes a reference to that Person's successors and permitted assigns,

(xviii) "fully-diluted" or any variation thereof means all of the issued and outstanding Shares, treating the maximum number of Shares issuable under any issued and outstanding Equity Securities of the Company as issued and outstanding;

(xix) "as-converted" or any variation thereof means that the calculation should be made assuming that all issued and outstanding preferred shares have been converted into Ordinary Shares; and

(xx) Wherever in these Articles there is a reference to number of shares or calculation of share price, then, upon the occurrence of any share subdivision, share split, share consolidation, share dividend, share reclassification or similar event of share capital, such number of shares or calculation of share price shall automatically be appropriately adjusted to reflect such share subdivision, share split, share consolidation, share dividend, share reclassification or similar event of share capital.

(e) The headings herein are for convenience only and shall not affect the construction of these Articles.

(f) in these Articles, Sections 8 and 19 of the Electronic Transactions Act (as revised) of the Cayman Islands shall not apply.

2A. Notwithstanding anything to the contrary, each other Article herein is subject to the provisions of Article 30, Article 31 and Article 32, and, subject to the requirements of the Statute, in the event of any conflict, the provisions of Article 30, Article 31 and Article 32 shall prevail over any other Article herein.

ISSUE OF SHARES

3. (a) Subject to the other provisions in the Memorandum of Association of the Company and these Articles and the Shareholders Agreement, any Share may be issued with such preferred, deferred, or other special rights, or such restrictions, whether in regard to dividend, voting, return of Share capital or otherwise, as the Company may from time to time by Special Resolution determine, and subject to the provisions of Section 37 of the Statute, these Articles and the Shareholders Agreement, any Share may, with the sanction of a Special Resolution, be issued on the terms that it is, or at the option of the Company or the holder is liable, to be redeemed.

(b) Subject to these Articles and the Shareholders Agreement, if at any time the share capital is divided into different classes or series of Shares, the rights attached to any class or series (unless otherwise provided by the terms of issue of the Shares of that class or series) may be varied with the consent in writing of the holders of two-thirds (2/3) of the issued Shares of that class or series or with the sanction of a resolution passed by not less than two-thirds (2/3) of such holders of the Shares of that class or series as may be present in person or by proxy at a separate general meeting of the holders of the Shares of that class. To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be any one or more Persons holding or representing by proxy not less than one-third (1/3) of the issued Shares of the class or series and that any holder of Shares of the class or series present in person or by proxy may demand a poll.

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4. (a) Every Person whose name is entered as a Member in the Register of Members shall, without payment, be entitled to a certificate under the seal of the Company specifying the Share or Shares held by him and the amount paid up thereon, provided that in respect of a Share or Shares held jointly by several Persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all.

(b) If a Share certificate is defaced, lost or destroyed it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity, as the Directors think fit.

5. Except as required by law, no Person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or actual interest in any Share (except only as by these Articles or by law otherwise provided or under an order of a court of competent jurisdiction) or any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder, but the Company may in accordance with the Statute issue fractions of Shares.

6. Subject to these Articles and the Shareholders Agreement, the Shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Statute) allot, grant options over, or otherwise dispose of them to such Persons, on such terms and conditions, and at such times as they think fit, but so that no Share shall be issued at a discount, except in accordance with the provisions of the Statute.

LIEN

7. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a lien on all Shares (other than fully paid-up Shares) standing registered in the name of a single Person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempted from the provision of this Article. The Company's lien, if any, on a Share shall extend to all dividends payable thereon.

8. Subject to these Articles and the Shareholders Agreement, the Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen (14) days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the Share, or the Persons entitled thereto by reason of his death or bankruptcy.

9. Subject to these Articles and the Shareholders Agreement, for giving effect to any such sale, the Directors may authorise some Person to transfer the Shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the Shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

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10. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall (subject to a like lien for sums not presently payable as existed upon the Shares prior to the sale) be paid to the Person entitled to the Shares at the date of the sale.

CALL ON SHARES

11. The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their Shares provided that no call shall be payable earlier than one month from the last call; and each Member shall (subject to receiving at least fourteen (14) days, notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on his Shares.

12. The joint holders of a Share shall be jointly and severally liable to pay calls in respect thereof.

13. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the Person from whom the sum is due shall pay interest upon the sum at the rate of six percent (6%) per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

14. The provisions of these Articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

15. The Directors may make arrangements on the issue of Shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

16. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys uncalled and unpaid upon any Shares held by him; and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding without the sanction at the Company in general meeting six percent (6%) per annum) as may be agreed upon between the Member paying the sum in advance and the Directors.

FORFEITURE OF SHARES

17. If a Member fails to pay any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

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18. The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the Shares in respect of which the call was made will be liable to be forfeited.

19. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.

20. A forfeited Share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Directors think fit.

21. A Person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which at the date of forfeiture were payable by him to the Company in respect of the Shares, but his liability shall cease if and when the Company receives payment in full of the amount due on the Shares.

22. A statutory declaration in writing that the declarant is a Director of the Company, and that a Share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all Persons claiming to be entitled to the Share. Subject to the Shareholders Agreement, the Company may receive the consideration, if any, given for the Share on any sale or disposition thereof and may execute a transfer of the Share in favour of the Person to whom the Share is sold or disposed of and he shall thereupon be registered as the holder of the Share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

23. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the amount of the Share, or by way of premium, as if the same had been made payable by virtue of a call duly made and notified.

TRANSFER AND TRANSMISSION OF SHARES

24. The instrument of transfer of any Share shall be executed by or on behalf of the transferor (but need not be executed by or on behalf of the transferee unless the Share has been issued nil paid), and the transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the Register of Members in respect thereof.

25. Shares shall be transferred in the following form, or in any usual or common form approved by the Directors:

I,_____ of _____ in consideration of the sum of $____ paid to me by _____ of _____ (hereinafter called "the Transferee") do hereby transfer to the Transferee the_____ Share (or Shares) numbered __ in the Company called Lotus Technology Inc. , to hold the same unto the Transferee, subject to the several conditions on which I hold the same.

As witness our hands on the_____ day of _____.

_____
Transferor

26. The Shares and other Equity Securities of the Company are subject to transfer restrictions and other related provisions as set forth in the Shareholders Agreement. The Company will only register transfers of Shares or other Equity Securities that are made in accordance with the Shareholders Agreement. The Directors shall decline to register any transfer of Shares or other Equity Securities that is inconsistent with the Shareholders Agreement or applicable Laws. The Directors may take any action, including requesting the Company's secretary to update the Register of Members of the Company, to reflect any transfer of Shares or other Equity Securities that is permitted or required to be effected under the Shareholders Agreement.

If the Directors refuse to register a transfer of Shares or other Equity Securities, they shall within ten (10) days after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

27. The legal personal representative of a deceased sole holder of a Share shall be the only person recognized by the Company as having any title to the Share. In case of a Share registered in the names of two or more holders, the survivors or survivor, or the legal personal representatives of the deceased survivor, shall be the only Persons recognized by the Company as having any title to the Share.

28. Any Person becoming entitled to a Share in consequence of the death or bankruptcy of a Member shall upon such evidence being produced as may from time to time be properly required by the Directors, have the right either to be registered as a Member in respect of the Share or, instead of being registered himself, subject to Article 26, to make such transfer of the Share as the deceased or bankrupt Person could have made (which shall be in compliance with the Shareholders Agreement and applicable Laws).

29. A Person becoming entitled to a Share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share, except that he shall not, before being registered as a Member in respect of the Share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

Reserved Matters

30. In addition to such other limitations as may be provided in applicable Laws and the Memorandum and Articles, none of the Company, the HK Subsidiary, and the WFOE shall take any actions, or consummate or effect any matters as set forth on Part I of Schedule A attached hereto (the "**Reserved Matters Relating to Geely and Etika**") unless with the prior written approval of all the Original Directors including directors appointed by Geely and Etika respectively, or with consent from both Geely and Etika if such matters should be approved by Shareholders.

31. In addition to such other limitations as may be provided in applicable Laws and the Memorandum and Articles, none of the Company, the HK Subsidiary, and the WFOE shall take any actions, or consummate or effect any matters as set forth on Part II of Schedule A attached hereto (the "**Reserved Matters Relating to NIO Capital**") unless with the prior written approval of the director appointed by NIO Capital, or consent from NIO Capital if such matters should be approved by Shareholders after the prior written approval of the director appointed by NIO Capital, as long as NIO Capital collectively holds at least five percent (5%) of Shares of the Company. For the avoidance of doubt, if NIO Capital do not hold more than five percent (5%) of Shares of the Company in total, the Reserved Matters Relating to NIO Capital shall not apply.

32. In addition to such other limitations as may be provided in applicable Laws and the Memorandum and Articles, none of the Company, the HK Subsidiary, and the WFOE shall take any actions, or consummate or effect any matters as set forth on Part III of Schedule A attached hereto (the "**Reserved Matters Relating to Majority Series A Investors**", together with Reserved Matters Relating to Geely and Etika, the Reserved Matters Relating to NIO Capital, collectively referred as "**Reserved Matters**") unless with the prior written consent from Majority Series A Investors.

PREEMPTIVE RIGHT

33. **Pre-emptive Rights**.

33.1 The Company can from time to time propose to issue, grant or sell any Equity Security to any investors (including but not limited to the Shareholders) for their subscription, provided always that prior to a Qualified IPO of the Company:

(a) Subject to Article 33.1 (b) to (d) below, each Shareholder shall have pre-emptive right to subscribe for such Shareholder's initial pro rata share of any new Equity Securities that the Company proposes to issue, grant or sell other than (i) any Equity Securities to be issued in pursuance to the ESOP; (ii) any Equity Securities to be issued in connection with any share split, share dividend or any subdivision of Ordinary Shares or other similar events; (iii) any Shares to be issued pursuant to Section 10 of the Shareholders Agreement; (iv) any Equity Securities to be issued in connection with Anti-dilution Adjustment, (v) any Equity Securities to be issued in connection with conversion of the Preferred Shares, (vi) any Equity Securities to be issued to the Big 4 Shareholders, and (vii) any Equity Securities to be issued in connection with a Trade Sale, acquisition, debt financing or similar transactions as duly approved in accordance with this Agreement and the Memorandum and Articles which the Company may, from time to time, propose to issue (the "**New Securities**"), at the same terms and conditions. For purpose of this Agreement, each Shareholder's "initial pro rata share" shall be determined according to the aggregate number of all Shares held by such Shareholder on the date of the Issuance Notice in relation to the aggregate number of all Shares then outstanding on such date (calculated on a fully-diluted and as-converted basis). In the event the Company proposes to issue New Securities, it shall give the Shareholders at least twenty (20) Business Days prior written notice ("**Issuance Notice**") of such intention, describing the substantial conditions and terms regarding the issuance of New Securities, including the total number of New Securities to be issued, and their price, shareholding percentage of the proposed subscriber ("**Proposed Subscriber**") of the New Securities upon the purchase thereby of the New Securities. Each of the Shareholders shall have ten (10) Business Days ("**Participation Period**") after receipt of the Issuance Notice to exercise its pre-emptive right under this Article 33 to purchase New Securities, for the price and upon the terms specified in the Issuance Notice, by giving written notice to the Company and stating therein the quantity of New Securities to be purchased in the exercise of such pre-emptive right. A Shareholder shall be deemed to have elected not to exercise its pre-emptive right under this Article 33.1 in the event such Shareholder fails to inform the Company during the Participation Period of its election of exercising its pre-emptive right.

(b) If both Geely and Etika agree to purchase any New Securities at the relevant time pursuant to Article 33.1(a), Geely plus the beneficial interest of Geely held through the Founder Vehicle (collectively "**Geely + LP BI**") shall only be entitled to purchase any New Securities up to the percentage of New Securities that Etika has similarly agreed to purchase. For the avoidance of doubt, in the event Etika decides not to exercise its pre-emptive rights under this Article, then Geely, the Founder Vehicle or Lotus Group is also not allowed to purchase the New Securities; in the event Etika decides to purchase New Securities, subject to Article 33.1(a), Geely + LP BI may at their sole discretion but in no event be obligated to purchase such number of New Securities up to the lower of (i) the number of New Securities Etika decides to purchase, and (ii) the number of New Securities Geely is entitled to purchase pursuant to Article 33.1(a).

(c) Notwithstanding anything to the contrary herein, as a result of the purchase of any Equity Securities by the Shareholders or the Proposed Subscribers, the aggregate shareholding of Geely + LP BI and Etika (the "**Aggregate Block**") must be maintained at a level which allows the Aggregate Block to be treated as a single largest shareholding block in the Company and the percentage shareholding of this Aggregate Block must be able to veto, approve or disapprove any of the Reserved Matters Relating to Geely and Etika and the Aggregate Block must still be entitled to nominate the majority of the Board in the Company;

(d) Notwithstanding anything to the contrary herein, within the Aggregate Block, the shareholding split between Geely + LP BI and Etika shall be 50:50, except that when Etika wishes to purchase the New Securities and Geely decides not to;

(e) Subject to Article 33.1 (a) to (d) above, if any Shareholder elects not to exercise or fully exercise its pre-emptive right under this Article 33.1, then such unpurchased New Securities ("**Over-Allotment New Securities**") shall be made available to the Investors who have elected to purchase all of its initial pro rata share of the New Securities (the "**Purchasing Investor**") for over-allotment. The Company shall deliver an over-allotment notice to such Purchasing Investor to inform it of the aggregate number of Over-Allotment New Securities that are available for over-allotment. Such Purchasing Investor shall have ten (10) Business Days after the receipt of such over-allotment notice to irrevocably elect to purchase all or a portion of the Over-Allotment New Securities that it is entitled to purchase on the same price as indicated on the Issuance Notice by notifying the Company in writing of the number of New Securities to be purchased. The Over-Allotment New Securities such Purchasing Investor is entitled to purchase shall not exceed its over-allotment pro rata share of the Over-Allotment New Securities that has not yet been allocated. For the purposes of determining the allocation of Over-Allotment New Securities that the Purchasing Investor will receive, such Purchasing Investor's "over-allotment pro rata share" shall be determined according to the aggregate number of all Shares held by such Purchasing Investor on the date of the Issuance Notice.

33.2 For the purpose of Article 33.1, the beneficial interest held by parties designated by Geely through the Founder Vehicle which is referred to as "**LP BI**" in the defined term of "Geely + LP BI" shall be computed based on the effective interest that Geely has in the Company derived by multiplying the percentage of interest directly held by Geely or by parties designated by Geely as limited partners in the Founder Vehicle and the percentage of issued and outstanding Shares of the Company legally and beneficially held by the Founder Vehicle. Geely warrants and undertakes that without the prior written consent of Etika, Geely's interest represented by "LP BI" shall not exceed ten percent (10%) of the Company's issued and outstanding Shares at all times.

33.3 For a period of six (6) months following the expiration of the Participation Period, the Company may issue any New Securities with respect to which any Shareholder's pre-emptive rights or Purchasing Investor's over-allotment rights were not exercised, to the Proposed Subscribers identified in the Issuance Notice and at a price and upon terms not more favorable than those specified in the Issuance Notice. In the event the Company has not issued such New Securities within such period, the Company shall not thereafter issue any New Securities, without first again complying with terms of Article 33.

ALTERATION OF CAPITAL

34. Subject to Article 30, Article 31 and Article 32 and the Shareholders Agreement, the Company may from time to time:

(a) by Ordinary Resolution increase the share capital by such sum, to be divided into Shares of such amount, as the resolution shall prescribe; and

(b) by Special Resolution reduce its share capital or any capital redemption reserve fund.

35. Subject to these Articles (including Article 30, Article 31 and Article 32), the Shareholders Agreement, and any direction that may be given by the Company in general meeting, all new Shares shall be at the disposal of the Directors in accordance with Article 6.

36. The new Shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the Shares in the original share capital.

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37. Subject to Article 30, Article 31 and Article 32, the Company may by Ordinary Resolution:

(a) consolidate and divide all or any of its Share capital into Shares of larger amount than its existing Shares;

(b) sub-divide its existing Shares, or any of them, into Shares of smaller amount than is fixed by the Memorandum of Association of the Company, subject nevertheless to the provisions of Section 13 of the Statute; and

(c) cancel any Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any Person.

38. Subject to these Articles and the provisions of the Statute and the Memorandum of Association of the Company and the Shareholders Agreement, the Company may purchase its own Shares, including any redeemable Shares, provided that, subject to these Articles and the Shareholders Agreement, such purchase shall be effected in such manner and upon such terms as the Directors or the Company by Ordinary Resolution may determine, and may make payment therefor or for any redemption of Shares in any manner authorised by the Statute, including out of capital.

GENERAL MEETINGS

39. [Intentionally omitted.]

40. The Board of Directors may, whenever they think fit, convene a general meeting. Subject to applicable Laws, the chairman shall preside over every general meeting. If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any one or more Members holding Shares which carry in aggregate not less than thirty percent (30%) of all votes attaching to all issued and outstanding Shares of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors. The Directors shall, upon the requisition in writing of one or more Members holding Shares which carry in aggregate not less than thirty percent (30%) of all votes attaching to all issued and outstanding Shares of the Company as at the date of the requisition carries the right of voting at general meetings, convene a general meeting. Any such requisition shall express the object of the meeting proposed to be called, and shall be left at the Registered Office of the Company. If the Board of Directors does not proceed to convene a general meeting within twenty-one (21) days from the date of such requisition being left as aforesaid, the requisitionists or any or either of them or any other Member or Members holding Shares which carry in aggregate not less than thirty percent (30%) of all votes attaching to all issued and outstanding Shares of the Company, may convene a general meeting to be held at such time, subject to these Articles as to notice, as the Persons convening the meeting fix.

41. Not less than seven (7) days' notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which the notice is given) specifying the place, the day and the hour of meeting and, in the case of special business, the general nature of that business shall be given in manner hereinafter provided, or in such other manner (if any) as may be prescribed by the Company in general meeting, to such Persons as are entitled to vote or may otherwise be entitled under these Articles to receive such notices from the Company; but with the consent of all the Members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice or without notice and in such manner as those Members may think fit.

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42. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any Member entitled to receive notice shall not invalidate the proceedings at any meeting.

43. (a) No business shall be transacted at any general meeting unless a quorum of Members is present at the time that the meeting proceeds to business; save as herein otherwise provided, one or more Members holding in the aggregate not less than the majority of the total issued Shares of the Company present in person or by proxy and entitled to vote shall be a quorum.

(b) An Ordinary Resolution or a Special Resolution (subject to the provisions of the Statute) in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings, (or being corporations by their duly authorized representatives) including a resolution signed in counterpart by or on behalf of such Members or by way of signed electronic transmission, shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

44. If within half an hour from the time appointed for the meeting a quorum is not present, it shall stand adjourned to the same day in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

45. The chairman of the Board of Directors shall preside as chairman at every general meeting of the Company.

46. All questions submitted to a meeting shall be decided by an Ordinary Resolution except where a greater majority is required by these Articles (including but not limited to Article 30, Article 31 and Article 32), the Shareholders Agreement or by the Companies Act.

47. The chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten (10) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

48. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by one or more Members present in person or by a proxy who together hold not less than thirty percent (30%) of the issued Shares, and, unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of, or against, that resolution.

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49. If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

50. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall fail and the chairman shall not be entitled to a second or casting vote.

51. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

VOTES OF MEMBERS

52. On a show of hands or on a poll, every Member present in person or by proxy shall have such number of votes for every Ordinary Share of which he is the holder pursuant to the following: (i) each Ordinary Share issued and outstanding shall be entitled to one (1) vote; and (ii) each Preferred Share issued and outstanding shall be entitled to the number of votes equal to the number of Ordinary Shares into which such Preferred Share could be converted at the record date for determination of the Shareholders entitled to vote on such matters.

53. In the case of joint holders, the vote of the senior who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members.

54. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other Person in the nature of a committee appointed by that court, and any such committee or other Person may vote by proxy.

55. No Member shall be entitled to vote at any general meeting or at any separate meeting of the holders of a class or series of Shares unless all calls or other sums presently payable by him in respect of Shares in the Company have been paid.

56. On a poll votes may be given either personally or by proxy.

57. The instrument appointing a proxy shall be in writing under the hand of the Member or, if the Member is a corporation, either under seal or under the hand of a director or officer or attorney duly authorised. A proxy need not be a Member of the Company.

58. The instrument appointing a proxy shall be deposited at the Registered Office of the Company or at such other place as is specified for that purpose in the notice convening the meeting no later than the time for holding the meeting or adjourned meeting at which the Person named in the instrument proposes to vote. The chairman of the meeting may in his discretion accept an instrument of proxy sent by telex or telefax upon receipt of telex or telefax confirmation that the signed original thereof has been sent.

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59. An instrument appointing a proxy may be in the following form or any other form approved by the Directors:

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"I, _____, of _____, hereby appoint _____ of _____as my proxy, to vote for me and on my behalf at the general meeting of the Company to be held on the _____ day of _____.

Signed this _____ day of _____.

60. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETING

61. Any corporation which is a Member of the Company may by resolution of its Directors or any committee of the Directors authorise such Person as it thinks fit to act as its representative at any meeting of the Company or of any class or series of Members of the Company, and the Person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

DIRECTORS AND OFFICERS

62. The Board shall consist of no more than five (5) Directors:(i) the Founder Vehicle shall have the right to nominate, appoint, replace and/or remove, from time to time, two (2) Persons to the Board; (ii) Geely shall have the right to nominate, appoint, replace and/or remove, from time to time, one (1) Person to the Board; (iii) Etika shall have the right to nominate, appoint, replace and/or remove, from time to time, one (1) Person to the Board (directors nominated and appointed by the Founder Vehicle, Geely and Etika shall be collectively referred to as the "**Original Directors**"); and (iv) With respect to NIO Capital, upon and solely upon the Final Closing, NIO Capital shall have the right to jointly nominate, appoint, replace and/or remove, from time to time, one (1) Person to the Board, provided that, NIO Capital collectively continues to hold no less than five percent (5%) of the Shares of the Company. Such Directors shall be appointed upon such nominating or appointing Shareholder giving a written notice to the Company, and any such appointment shall be effective automatically and immediately upon delivery of such written notice to the Company without the need for any further action, approvals, or resolutions by or from the Directors or the Members. For purpose of determination of whether NIO Capital collectively holding no less than five percent (5%) of the Shares of the Company under Article 62, any reserved and/or issued Shares for the ESOP shall not be included as part of the Shares of the Company.

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63. The remuneration of the Directors shall from time to time be determined by the Company in general meeting. The Directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly the other.

64. No shareholding qualification shall be required for Directors unless otherwise required by the Company by Ordinary Resolution.

65. Any Director may in writing appoint another Person to be his alternate to act in his place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the Person appointing him is not personally present. A Director may at any time, in writing, revoke the appointment of an alternate appointed by him and such appointment shall be revoked automatically if the appointor of the alternate ceases to be a Director at any time. The remuneration of such alternate shall be payable out of the remuneration of the Director appointing him and the proportion thereof shall be agreed between them. If no alternate is appointed by the absent Director to attend a meeting of the Board, the absent Director shall be deemed to have waived his/her voting right at such meeting.

66. The Directors may by resolution, appoint one (1) of their member to be chairman upon such terms as to duration of office, remuneration and otherwise as they may think fit. The Directors may also by resolution, appoint a Secretary as may from time to time be required upon such terms as to duration of office, remuneration and otherwise as they may think fit. Such Secretary needs not be Directors.

67. In the event of the death, resignation, removal, or incapacity of any director nominated or appointed by any Shareholder pursuant to Article 62 to the Board, such Shareholder, and only such Shareholder who nominated or appointed such director shall be entitled to nominate or appoint the replacement for such director to the Board. Any director nominated or appointed by any applicable Shareholder pursuant to Article 62 to the Board may only be removed from office upon such nominating or appointing Shareholder giving a written notice to the Company, and any such removal shall be effective automatically and immediately upon delivery of such written notice to the Company without the need for any further action, approvals, or resolutions by or from the Directors or the Members.

POWERS AND DUTIES OF DIRECTORS

68. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in setting up and registering the Company and may exercise all such powers of the Company as are not, by the Statute or these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, in each of the foregoing cases to any clause of these Articles (including Article 30, Article 31 and Article 32) and to the provisions of the Statute.

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69. Subject to these Articles (including Article 30, Article 31 and Article 32), the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, to issue debentures, debenture stock and other securities whenever money is borrowed or as security for any debt, liability or obligation of the Company or of any third party.

70. (a) Subject to these Articles (including Article 30, Article 31 and Article 32), the Directors may from time to time and at any time by power of attorney appoint any company, firm or Person or body of Persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of Persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

(b) Subject to these Articles (including Article 30, Article 31 and Article 32), the Directors may delegate any of the powers exercisable by them to a director appointed by the Founder Vehicle pursuant to Article 62 hereunder or any other Person or Persons acting individually or jointly as they may from time to time by resolution appoint upon such terms and conditions (including without limitation as to duration of office and remuneration) and with such restrictions as they may think fit, and may from time to time by resolution revoke, withdraw, alter or vary all or any such powers.

(c) All cheques promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

71. The Directors shall cause minutes to be prepared:

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Members of the Company and of the Directors and of committees of Directors; and the chairman of all such meetings or of any meeting confirming the minutes thereof shall sign the same.

Complete and correct meeting minutes and resolutions shall be prepared for each Board meeting and signed by the directors or proxies appointed by directors present at the meeting, the copy of such minutes and resolutions shall be delivered to each Director and each Shareholder within thirty (30) days after the close of each Board meeting, and such minutes and resolutions shall be filed and kept by the Company.

DISQUALIFICATION AND CHANGES OF DIRECTORS

72. The office of Director shall be vacated if the Director:

(a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) is found to be or becomes of unsound mind; or

(c) resigns his office by notice in writing to the Company; or

(d) is removed by the Member who appointed such Director pursuant to Article 62 and/or Article 73.

73. In the event of the death, bankruptcy, resignation, removal or incapacity (including such scenario specified under Article 72) of any Director nominated or appointed by any applicable Shareholder pursuant to Article 62 to the Board, the Shareholder, and only such Shareholder who nominated or appointed such Director shall be entitled to nominate or appoint the replacement for such Director to the Board. Any Director nominated or appointed by any applicable Shareholder pursuant to Article 62 to the Board may only be removed from office upon such nominating or appointing Shareholder giving a written notice to the Company, and any such removal shall be effective automatically and immediately upon delivery of such written notice to the Company without the need for any further action, approvals, or resolutions by or from the Directors or the Members. No Director nominated or appointed by any Shareholder hereunder shall be removed from office unless such Shareholder consent to such removal.

74. Each Member shall vote all voting Equity Securities of the Company owned by him or it in favor of the election of any director nominated to the Board pursuant to Article 62 and/or Article 73. Upon a motion or written notice to remove any Director from the Board in accordance with Article 62 and/or Article 73, each Member shall vote all voting Equity Securities of the Company owned thereby to effect removal of such Director from the Board.

75. [Intentionally omitted.]

76. [Intentionally omitted.]

PROCEEDINGS OF DIRECTORS

77. Subject to these Articles, the Directors may meet together (either within or outside the Cayman Islands) for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings, as they think fit. Subject to these Articles, including Article 30, Article 31 and Article 32, questions arising at any meeting of the Directors or any action to be taken on a meeting of the Directors with a quorum present shall require the affirmative vote of a majority of the directors present at such meeting. In case of an equality of votes the resolution shall fail and the chairman of the meeting shall not have a second or casting vote.

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78. Subject to applicable Laws, the chairman shall convene and preside over every Board meeting. Subject to the provisions of these Articles and the Shareholders Agreement, the Directors may regulate their proceedings as they think fit, provided however that the Board meetings shall be held at least once every half year unless the Board otherwise approves (so long as such approval includes the approval of both the Director appointed by Geely and the Director appointed by Etika). Notwithstanding, subject to applicable Laws, the chairman will have the right to call for a Board meeting as he deems necessary or upon receipt of written request of any director. Unless otherwise agreed by all the directors, not less than seven (7) Business Days' notice in writing of every meeting of the Board specifying the date, time and place of the meeting shall be given to each director at the address from time to time provided by him to the Company for such purpose and at the address of the Shareholders and each such notice shall be accompanied by an agenda specifying the matters to be raised and considered, the nature of the business to be transacted at that meeting and all relevant documents relating thereto. No decision shall be taken on any matter at a meeting of the Board unless notice of such matter shall have been given as aforesaid or waiver of such notice has been given in respect of such matter by all the directors present at the meeting.

79. The quorum for a Board meeting shall be at least three (3) Directors, including at least one (1) Director from each of the Founder Vehicle, Geely and Etika. If such quorum is not present within thirty (30) minutes after the scheduled time to begin, then the meeting will be adjourned to a day falling 7 days from the date originally appointed for the meeting, at the same time and place (or other time and place as may be agreed from time to time). At the adjourned Board meeting, the quorum will be any three (3) Directors but if such quorum is not present within thirty (30) minutes of the time appointed, the meeting shall be dissolved.

80. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors may act for the purpose of summoning a general meeting of the Company, but for no other purpose.

81. Any Director or officer may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or officer provided that nothing herein contained shall authorise a Director or officer or his firm to act as Auditor of the Company.

82. No Person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director or alternate Director holding office or of the fiduciary relation thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is so interested as aforesaid provided however that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him or the alternate Director appointed by him at or prior to its consideration and any vote thereon and a general notice that a Director or alternate Director is a shareholder of any specified firm or company and/or is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure hereunder and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

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83. The chairman shall be elected by the board of directors by a simple majority votes and determined the period for which he is to hold office.

84. Subject to these Articles (including Article 30, Article 31 and Article 32 and Article 62), the Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

85. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five (5) minutes after the time appointed for holding the same, the members present may choose one (1) of their number to be chairman of the meeting.

86. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in case of an equality of votes the chairman shall not have a second or casting vote.

87. All acts done by any meeting of the Directors or of a committee of Directors, or by any Person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or Person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director.

88. A written resolution signed by all Directors then in office, including a resolution signed in counterpart by the Directors or by way of signed electronic transmission, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. The written resolutions shall be delivered to all the Directors by mail and each Director shall, within ten (10) days after receipt of the draft resolution, indicate the date, whether or not approve and his/her signature on the same and return the same to the chairman of the Board. To the extent permitted by law, the Directors or his proxy may also meet by way of video conference, tele-conference or other electronic means whereby each Director or his proxy is capable of speaking to and hearing the other Directors or their proxy at the same time.

SEALS AND DEEDS

89. (a) If the Directors determine that the Company shall have a common Seal, the Directors shall provide for the safe custody of the common Seal and the common Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Directors, and in the presence of a Director and of the Secretary or, in place of the Secretary, by such other Person as the Directors may appoint for thepurpose; and that Director and the Secretary or other Person as aforesaid shall sign every instrument to which the common Seal of the Company is so affixed in their presence. Notwithstanding the provisions hereof, annual returns and notices filed under the Statute may be executed either as a deed in accordance with the Statute or by the common Seal being affixed thereto in either case without the authority of a resolution of the Directors by one Director or the Secretary.

(b) The Company may maintain a facsimile of any common Seal in such countries or places as the Directors shall appoint and such facsimile Seal shall not be affixed to any instrument except by the authority of the Directors and in the presence of such Person or Persons as the Directors shall for this purpose appoint and such Person or Persons as aforesaid shall sign every instrument to which the facsimile Seal of the Company is so affixed in their presence and such affixing of the facsimile Seal and signing as aforesaid shall have the same meaning and effect as if the common Seal had been affixed in the presence of and the instrument signed by a Director and the Secretary or such other Person as the Directors may appoint for the purpose.

(c) In accordance with the Statute, the Company may execute any deed or other instrument which would otherwise be required to be executed under Seal by the signature of such deed or instrument as a deed by two (2) Directors of the Company or where there is a Sole Director of the Company, by such Sole Director, or by a Director and the Secretary of the Company or, in place of the Secretary, by such other Person as the Directors may appoint or by any other Person or attorney on behalf of the Company appointed by a deed or other instrument executed as a deed by two (2) Directors of the Company, or a Sole Director or by a Director and the Secretary or such other Person as aforesaid.

DIVIDENDS AND RESERVE

90. Subject to these Articles (including Article 30, Article 31 and Article 32), the Company may by Ordinary Resolution declare dividends, but no dividend shall exceed the amount recommended by the Directors.

91. Subject to these Articles (including Article 30 and Article 31), the Directors may from time to time pay to the Members interim dividends.

92. No dividend shall be paid otherwise than out of profits or out of monies otherwise available for dividend in accordance with the Statute. No profit shall be distributed unless the losses of the Company in the previous calendar year have been made up.

93. Subject to the rights of Persons, if any, entitled to Shares with special rights as to dividends, all dividends on any class or series of Shares not fully paid shall be declared and paid according to the amounts paid on the Shares of that class or series, but if and so long as nothing is paid up on any of the Shares in the Company, dividends may be declared and paid according to the number of Shares. No amount paid on a Share in advance of calls shall, while carrying interest, be treated for the purposes of this article as paid on the Share.

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94. Subject to these Articles (including Article 30, Article 31 and Article 32), the Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalising dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at their like discretion, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit.

95. If several Persons are registered as joint holders of any Share, any of them may give effectual receipts for any dividend or other monies payable on or in respect of the Share.

96. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member or Person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such Person at such address as the Member or Person entitled or such joint holders, as the case may be, may direct. Every such cheque or warrant shall be made payable to the order of the Person to whom it is sent or to the order of such other Person as the Member or Person entitled or such joint holders, as the case may be, may direct.

97. Subject to these Articles (including Article 30, Article 31 and Article 32), the Directors may declare that any dividend is paid wholly or partly by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises with regard to such distribution, the Directors may settle the same as they, think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

98. No dividend shall bear interest against the Company.

CAPITALISATION OF PROFITS

99. Subject to these Articles (including Article 30, Article 31 and Article 32), the Company may upon the recommendation of the Directors by Ordinary Resolution authorise the Directors to capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of the profit and loss account or otherwise available for distribution and to appropriate such sums to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend and to apply such sum on their behalf in paying up in full unissued Shares for allotment and distribution credited as fully paid up to and amongst them in the proportion aforesaid. In such event the Directors shall do all action and things required to give effect to such capitalisation, subject to these Articles (including Article 30, Article 31 and Article 32), with full power to the Directors to make such provision as they think fit for the case of Shares becoming distributable in fractions (including provision whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). Subject to these Articles (including Article 30, Article 31 and Article 32), the Directors may authorise any Person to enter on behalf of all the Members interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

ACCOUNTS

100. The books of account relating to the Company's affairs shall be kept in such manner as may be determined from time to time by the Company by Ordinary Resolution or failing such determination by the Directors of the Company.

101. Subject to these Articles (including Article 30, Article 31 and Article 32), the Company may by Ordinary Resolution from time to time determine or, failing such determination, the Directors may from time to time determine that Auditors shall be appointed and that the accounts relating to the Company's affairs shall be audited in such manner as the Company by Ordinary Resolution or the Directors (as the case may be) shall determine provided that nothing contained in this Article shall require Auditors to be appointed or the accounts relating to the Company's affairs to be audited.

WINDING UP

102. Subject to these Articles, if the Company shall be wound up, the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes or series of Members. The liquidator may with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributors as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any Shares or other securities upon which there is any liability. This Article is to be without prejudice to the rights of the holders of Shares issued upon special terms and conditions under these Articles.

103. Upon occurrence of a Liquidation Event, all assets and funds of the Company legally available for distribution to the Shareholders (after payment of any Tax, liabilities, fees and other third-party obligations) ("**Available Funds and Assets**") shall be distributed to the Shareholders as follows:

(a) Liquidation Preference of Holders of Series A Preferred Shares . Prior and in preference to any distribution of any of the Available Funds and Assets to the other Shareholders (including the Big 4 Shareholders and holders of Series Pre-A Preferred Shares), (i) each holder of the Series A Preferred Shares (other than Jingkai Automobile Fund) shall be entitled to receive for each issued and outstanding Series A Preferred Share then held, an amount equal to (x) 100% of the applicable Base Price plus (y) interest accrued thereon at a simple interest rate of eight percent (8%) per annum during period from the Relevant Series A Issuance Date to the date of receipt by such holder of the Series A Preferred Shares of the full liquidation amount for such Series A Preferred Share (both days included), computed on the basis of a 365-day year and the actual number of days elapsed plus (z) any declared but unpaid dividends on such Series A Preferred Share (the "**Other Series A Investor's Preference Amount**"); (ii) Jingkai Automobile Fund shall be entitled to receive for each issued and outstanding Series A Preferred Share then held, an amount equal to (w) 100% of Jingkai Automobile Fund's Base Price plus (x) interest accrued thereon at a simple interest rate of eight percent (8%) per annum during period from the Relevant Series A Issuance Date applicable to Jingkai Automobile Fund to the date of receipt by Jingkai Automobile Fund of the full liquidation amount for such Series A Preferred Share (both days included), computed on the basis of a 365-day year and the actual number of days elapsed, plus (y) any declared but unpaid dividends on such Series A Preferred Share plus (z) interest accrued thereon at a simple interest rate of three percent (3%) per annum during period from November 5, 2021 to the Relevant Series A Issuance Date applicable to Jingkai Automobile Fund (both days included), computed on the basis of a 365-day year and the actual number of days elapsed (the "**Jingkai Automobile Fund's Preference Amount**", together with the Other Series A Investor's Preference Amount, collectively, the " **Series A Investor's Preference Amount**"). If the Available Funds and Assets are insufficient for the full payment of the Series A Investor's Preference Amount to all Series A Investors, then then entire Available Funds and Assets shall be distributed ratably among the Series A Investors in proportion to the aggregate Series A Investor's Preference Amount such Series A Investor is otherwise entitled to receive under this Article 103(a).

(b) Liquidation Preference of Holders of Series Pre-A Preferred Shares . After distribution or payment in full of the Series A Investor's Preference Amount pursuant to Article 103(a) above, and if there are any remaining Available Funds and Assets, each holder of Series Pre-A Preferred Shares shall be entitled to receive for each issued and outstanding Series Pre-A Preferred Share then held, an amount equal to (w) 100% of the applicable Base Price plus (x) interest accrued thereon at a simple interest rate of eight percent (8%) per annum during period from the Relevant Series Pre-A Issuance Date to the date of receipt by such holder of Series Pre-A Preferred Shares of the full liquidation amount for such Series Pre-A Preferred Share (both days included), computed on the basis of a 365-day year and the actual number of days elapsed; provided, however, that the portion relevant to NC Initial Investment Amount shall accrue the interest from the Disbursement Date, plus (y) any declared but unpaid dividends on such Series Pre-A Preferred Share (the "**Series Pre-A Investor's Preference Amount**"). If the remaining Available Funds and Assets are insufficient for the full payment of the Series Pre-A Investor's Preference Amount to all holders of Series Pre-A Preferred Shares after the distribution or payment pursuant to Article 103(a) above, then the remaining Available Funds and Assets shall be distributed ratably among the holders of Series Pre-A Preferred Shares in proportion to the aggregate Series Pre-A Investor's Preference Amount such holder of Series Pre-A Preferred Shares is otherwise entitled to receive pursuant to this Article 103(b).

(c) Big 4 Shareholders' Liquidation Preference. After distribution or payment in full of the Series A Investor's Preference Amount pursuant to Article 103(a) and Series Pre-A Investor's Preference Amount pursuant to Article 103(b), any of Big 4 Shareholders shall be entitled to receive liquidation amount that equals to the applicable Big 4 Relevant Investment Amount (the "**Big 4 Shareholders' Preference Amount**").

(d) Distribution among the holders of Series Pre-A and Big 4 Shareholders. After distribution or payment in full of the Series A Investor's Preference Amount, Series Pre-A Investor's Preference Amount and Big 4 Shareholders' Preference Amount, the remaining Available Funds and Assets, if any, shall be distributed ratably among the holders of Series Pre-A and Big 4 Shareholders in proportion to the number of Shares held by them (with outstanding Series Pre-A Preferred Shares treated on an as-converted basis).

104. [Intentionally Omitted.]

105. [Intentionally Omitted.]

REDEMPTION AND REPURCHASE OF SHARES

106. Subject to the Statute, the other provisions in these Articles and the Shareholders Agreement, the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Shareholder or the Company. The redemption of such Shares shall be effected in such manner as set forth in these Articles.

107. Subject to the Statute and other provisions in these Articles, the Company may purchase its own Shares (including any redeemable Shares).

108. The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Statute, including out of capital.

109. Redemption Right

109.1 Redemption Right

(a) Within thirty (30) days after the earliest of (i) the fifth (5th) anniversary of the date of the Closing, if the Company has not consummated a Qualified IPO, (ii) the occurrence of a material breach by any of Founder Vehicle or the Group Companies in its performance of the Transaction Documents, which cannot be cured or has not been cured within ninety (90) days following delivery of a written notice by an Investor of such breach, or (iii) the occurrence of any dishonesty of Founder Vehicle, which results in Material Adverse Effect to the operation of the Group Companies taking as a whole and cannot be effectively remedied within twenty(20) Business Days, each Investor may, by delivering a notice of redemption to the Company (a "**Redemption Notice**") requiring the Company to redeem, within sixty (60) days after the date of the Company's receipt of the Redemption Notice, each issued and outstanding Shares held by such Investor at a price equal to the applicable Redemption Price (as defined below), payable in cash.

(b) The redemption price for each issued and outstanding Series A Preferred Share held, shall be an amount equal to (w) the applicable Base Price plus (x) interest at a simple interest rate of eight percent (8%) per annum accrued on the applicable Base Price during the period from the Relevant Series A Issuance Date to the date the Company actually pays such Series A Redemption Price (as defined below), computed on the basis of a 365-day year and the actual number of days elapsed; minus (y) the amount of the dividends received by such Investor during the period when such Investor held such Shares; plus (z) all declared but unpaid dividends on such Series A Preferred Share through the date of receipt by the holder of the full redemption amount thereof ("**Series A Redemption Price**").

(c) The redemption price for each issued and outstanding Series Pre-A Preferred Share held, shall be an amount equal to (w) the applicable Base Price plus (x) interest at a simple interest rate of eight percent (8%) per annum accrued on the applicable Base Price during the period from the Relevant Series Pre-A Issuance Date to the date the Company actually pays such Series Pre-A Redemption Price (as defined below), computed on the basis of a 365-day year and the actual number of days elapsed; provided, however, that the portion relevant to NC Initial Investment Amount shall accrue the interest from the Disbursement Date; minus (y) the amount of the dividends received by such Investor during the period when such Investor held such Shares; plus (z) all declared but unpaid dividends on such Series Pre-A Preferred Share through the date of receipt by the holder of the full redemption amount thereof ("**Series Pre-A Redemption Price**", together with Series A Redemption Price, collectively " **Redemption Price**").

(d) If the assets or funds of the Company which are legally available on the date that any Redemption Price under this Article 109.1 is due are insufficient to pay in full all Redemption Price, those assets or funds which are legally available shall nonetheless be paid and applied in the following preferential sequence: (i) firstly, to the extent permitted by applicable law to pay all Series A Redemption Price due on such date on the Series A Preferred Shares in proportion to the full amounts to which the holders to which such Series A Redemption Price are due would otherwise be respectively entitled thereon; (ii) secondly, following the full payment of the relevant Series A Redemption Price to the holders of Series A Preferred Shares pursuant to this Article 109.1, to the extent permitted by applicable law to pay all Series Pre-A Redemption Price due on such date on the Series Pre-A Preferred Shares in proportion to the full amounts to which the holders to which such Series Pre-A Redemption Price are due would otherwise be respectively entitled thereon.

NOTICES

110. (a) A notice may be given by the Company to any Member either personally or by sending it by post, electronic transmission (including telex, telefax and electronic mails) to him to his registered address, facsimile or e-mail address, or (if he has no registered address) to the address, if any, supplied by him to the Company for the giving of notices to him.

(b) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice (by airmail if the address is outside the Cayman Islands) and to have been effected, in the case of a notice of a meeting at the expiration of three (3) days after the time at which the letter would be delivered in the ordinary course of post.

(c) Where a notice is sent by electronic transmission, service of the notice shall be deemed to be effected by properly addressing and sending such notice through the appropriate transmitting medium and to have been effected on the day the same is sent.

111. If a Member has no registered address and has not supplied to the Company an address for the giving of notice to him, a notice addressed to him and advertised in a newspaper circulating in the Cayman Islands shall be deemed to be duly given to him at noon on the day following the day on which the newspaper is circulated and the advertisement appeared therein.

112. A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder named first in the Register of Members in respect of the Share.

113. A notice may be given by the Company to the Person entitled to a Share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any supplied for the purpose by the Persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

114. Notice of every general meeting shall be given in the same manner hereinbefore authorised to:

(a) every Member entitled to vote, except those Members entitled to vote who (having no registered address) have not supplied to the Company an address for the giving of notices to them; and

(b) every Person entitled to a Share in consequence of the death or bankruptcy of a Member, who, but for his death or bankruptcy would be entitled to receive notice of the meeting.

No other Persons shall be entitled to receive notices of general meetings.

RECORD DATE

115. The Directors may fix in advance a date as the record date for any determination of Members entitled to notice of or to vote at a meeting of the Members and, for the purpose of determining the Members entitled to receive payment of any dividend, the Directors may, at or within 90 days prior to the date of the declaration of such dividend, fix a subsequent date as the record date for such determination.

FINANCIAL YEAR

116. Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

AMENDMENT OF MEMORANDUM AND ARTICLES

117. Subject to and insofar as permitted by the provisions of the Statute and these Articles (including Article 30, Article 31 and Article 32) and the Shareholders Agreement, the Company may from time to time by Special Resolution alter or amend its Memorandum of Association or these Articles in whole or in part provided however that no such amendment shall effect or affect the rights attaching to any class or series of shares without the consent or sanction provided for in Article 3 (b).

ORGANISATION EXPENSES

118. The preliminary and organisation expenses incurred in forming the Company shall be paid by the Company and may be amortised in such manner and over such period of time and at such rate as the Directors shall determine and the amount so paid shall in the accounts of the Company, be charged against income and/or capital.

OFFICES OF THE COMPANY

119. Subject to the provisions of the Statute and these Articles (including Article 30, Article 31 and Article 32), the Company may by resolution of the Directors change the location of its Registered Office. The Company, in addition to its Registered Office, may establish and maintain an office in the Cayman Islands or elsewhere as the Directors may from time to time determine.

INDEMNITY

120. Every Director and officer for the time being of the Company or any trustee for the time being acting in relation to the affairs of the Company and their respective heirs, executors, administrators, personal representatives or successors or assigns shall, in the absence of willful neglect or default, be indemnified by the Company against, and it shall be the duty of the Directors out of the funds and other assets of the Company to pay, all costs, losses, damages and expenses, including travelling expenses, which any such Director, officer or trustee may incur or become liable in respect of by reason of any contract entered into, or act or thing done by him as such Director, officer or trustee or in any way in or about the execution of his duties and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Company and have priority as between the Members over all other claims. No such Director, officer or trustee shall be liable or answerable for the acts, receipts, neglects or defaults of any other Director, officer or trustee or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested or for any loss of the monies of the Company which shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any Person with whom any monies, securities or effects shall be deposited, or for any other loss, damage or misfortune whatsoever which shall happen in or about the execution of the duties of his respective office or trust or in relation thereto unless the same happens through his own willful neglect or default.

CONVERSION OF PREFERRED SHARES

121. **Conversion Rights.**

121.1 **Conversion Ratio**. The number of each Ordinary Share to which a Shareholder shall be entitled upon conversion of each Preferred Share shall be the quotient of the respective Base Price divided by the then effective conversion price (the "**Conversion Price**"), which shall initially be the Base Price, resulting in an initial conversion ratio for the Preferred Shares of 1:1.

121.2 **Optional Conversion**. Subject to applicable laws and the Memorandum and Articles, any Preferred Share may, at the option of the Preferred Holder thereof, be converted at any time after the date of issuance of such Preferred Share, without the payment of any additional consideration, into fully-paid and non-assessable Ordinary Shares based on the then-effective Conversion Price.

121.3 **Automatic Conversion**. Each Preferred Share shall automatically be converted, based on the then-effective Conversion Price, without the payment of any additional consideration, into fully-paid and non-assessable Ordinary Share upon the closing of a Qualified IPO of the Company. Any conversion pursuant to this Article 121.3 shall be referred to as an "Automatic Conversion".

121.4 **Conversion Mechanism**. The conversion hereunder of any applicable Preferred Share shall be effective in the following manner:

(a) Except as provided in Article 121.4(b) and Article 121.4(c) below, before any Investor shall be entitled to convert the Preferred Shares into Ordinary Shares, such Investor shall surrender the certificate or certificates therefor (if any) (or in lieu thereof shall deliver an affidavit of lost certificate and indemnity therefor) at the office of the Company or of any transfer agent for such share to be converted and shall give notice to the Company, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for Ordinary Shares are to be issued. The Company shall, as soon as practicable thereafter, issue and deliver to such Investor of applicable Preferred Shares, a certificate or certificates for the number of Ordinary Shares to which such holder shall be entitled as aforesaid, cancel the surrendered Preferred Shares and update its Register of Members. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such notice and such surrender of the Preferred Shares to be converted, the Register of Members shall on such date be updated accordingly to reflect the same, and the Person(s) entitled to receive the Ordinary Shares issuable upon such conversion shall be treated for all purposes as the record holder(s) of such Ordinary Shares as of such date.

(b) If the conversion is in connection with an underwritten public offering of securities, the conversion will be conditioned upon the closing with the underwriter(s) of the sale of securities pursuant to such offering and the Person(s) entitled to receive the Ordinary Shares issuable upon such conversion shall not be deemed to have converted the applicable Preferred Shares until immediately prior to the closing of such sale of securities.

(c) Upon the occurrence of an event of Automatic Conversion, all Investors to be automatically converted will be given at least ten (10) days' prior written notice of the date fixed (which date shall in the case of an initial public offering of the Company be the latest practicable date immediately prior to the closing of the initial public offering of the Company) and the place designated for Automatic Conversion of all such Preferred Shares pursuant to this Article 121.4. On or before the date fixed for conversion, each Investor shall surrender the applicable certificate(s) (if any) (or in lieu thereof shall deliver an affidavit of lost certificate and indemnity therefor) for all such Shares to the Company at the place designated in such notice. On the date fixed for conversion, the Company shall promptly effect such conversion and update its Register of Members to reflect such conversion, and all rights with respect to such Preferred Shares so converted will terminate, with the exception of the right of a holder thereof to receive the Ordinary Shares issuable upon conversion of such Preferred Shares, and upon surrender of the certificate or certificates therefor (if any) (or in lieu thereof shall deliver an affidavit of lost certificate and indemnity therefor), to receive certificates (if applicable) for the number of Ordinary Shares into which such Preferred Shares have been converted. All certificates evidencing such Preferred Shares shall, from and after the date of conversion, be deemed to have been retired and cancelled and the Preferred Shares represented thereby converted into Ordinary Shares for all purposes, notwithstanding the failure of the holder(s) thereof to surrender such certificates on or prior to such date.

(d) The Company may effect the conversion of the Preferred Shares in any manner available under applicable laws, including by re-designation or by redeeming or repurchasing the relevant Preferred Shares and applying the proceeds thereof towards payment for the new Ordinary Shares. For purposes of the repurchase or redemption, the Company may, subject to the Company being able to pay its debts in the ordinary course of business, make payments out of its capital.

(e) No fractional Ordinary Shares shall be issued upon conversion of any Preferred Shares. In lieu of any fractional shares to which the Investor would otherwise be entitled, the Company shall at the discretion of the Board either (i) pay cash equal to such fraction multiplied by the fair market value for the applicable Preferred Share as determined and approved by the Board, or (ii) issue one (1) whole Ordinary Share for each fractional share to which the Investor would otherwise be entitled.

(f) Upon conversion, all accrued but unpaid share dividends on the applicable Preferred Shares shall be paid in shares and all accrued but unpaid cash dividends on the applicable Preferred Shares shall be paid either in cash or by the issuance of a number of further Ordinary Shares equal to the value of such cash amount, at the option of the Investor of the applicable Preferred Shares.

121.5 **Adjustment of the Conversion Price**. The Conversion Price shall be adjusted and readjusted from time to time as provided below, provided that the Conversion Price shall not be less than par value of the Ordinary Shares into which the Preferred Shares are being converted:

(a) **Adjustment for Share Subdivisions and Consolidations**. If the Company shall at any time, or from time to time, effect a subdivision of the outstanding Ordinary Shares, the Conversion Price in effect immediately prior to such subdivision with respect to each Preferred Share shall be proportionately decreased. Conversely, if the Company shall at any time, or from time to time, consolidate the outstanding Ordinary Shares into a smaller number of shares, the Conversion Price in effect immediately prior to such consolidation with respect to each Preferred Share shall be proportionately increased. Any adjustment under this paragraph shall become effective at the close of business on the date the subdivision or consolidation becomes effective.

(b) **Adjustment for Ordinary Share Dividends and Distributions**. If the Company makes (or fixes a record date for the determination of Ordinary Holders entitled to receive) a dividend or other distribution to the Ordinary Holders payable in additional Ordinary Shares, the Conversion Price then in effect with respect to each Preferred Share shall be decreased as of the time of such issuance (or in the event such record date is fixed, as of the close of business on such record date) by multiplying such conversion price by a fraction (i) the numerator of which is the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the total number of Ordinary Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Ordinary Shares issuable in payment of such dividend or distribution.

(c) **Adjustments for Reorganizations, Mergers, Consolidations, Reclassifications, Exchanges, Substitutions**. If at any time, or from time to time, any capital reorganization or reclassification of the Ordinary Shares (other than as a result of a share dividend, subdivision, split or consolidation otherwise treated above) occurs or the Company is consolidated, merged or amalgamated with or into another Person (other than a consolidation, merger or amalgamation treated as a Liquidation Event in Article 103), then in any such event, provision shall be made so that, upon conversion of any Preferred Share thereafter, the holder thereof shall receive the kind and amount of shares and other securities and property which the holder of such shares would have received in connection with such event had the relevant Preferred Shares been converted into Ordinary Shares immediately prior to such event.

(d) **Adjustments to Conversion Price for Dilutive Issuance**.

(i) **Special Definition**. For purpose of this Article 121.5(d), the following definitions shall apply:

(1) "**Convertible Securities**" shall mean any indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Ordinary Shares.

(2) "**Options**" mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Ordinary Shares or Convertible Securities.

(3) "**New Securities**" shall mean any Equity Securities of the Company after the Relevant Series A Issuance Date, other than the following issuances : (i) Ordinary Shares, or any option to acquire any Ordinary Shares issued to employees, officers, consultants or Directors of the Company pursuant to the ESOP or any similar arrangements; (ii) Ordinary Shares issued upon conversion of the Preferred Shares; (iii) Equity Securities of the Company issued in connection with any share split, share dividend, combination, reorganization, recapitalization, reclassification or other similar transaction of the Company that does not change the relative shareholding percentage of the Shareholders; and (vi) Equity Securities of the Company issued in connection with a Qualified IPO of the Company in each case duly approved in accordance with the Shareholders Agreement and these Articles and (vii) Equity Securities of the Company issued pursuant to Section 10 of the Shareholders Agreement.

(ii) **No Adjustment of Conversion Price**. No adjustment in the Conversion Price with respect to any Preferred Share shall be made in respect of the issuance of New Securities unless the consideration per Ordinary Share (determined pursuant to Article 121.5(d)(v) hereof) for the New Securities issued or deemed to be issued by the Company is less than such Conversion Price in effect immediately prior to such issuance. No adjustment or readjustment in the Conversion Price with respect to any Preferred Share otherwise required by this Article 121.5 shall affect any Ordinary Shares issued upon conversion of any applicable Preferred Share prior to such adjustment or readjustment, as the case may be.

(iii) **Deemed Issuance of New Securities** . In the event the Company at any time or from time to time after the Relevant Series A Issuance Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any series or class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of Ordinary Shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number for anti-dilution adjustments) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities or the exercise of such Options, shall be deemed to be New Securities issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which New Securities are deemed to be issued:

(1) no such Ordinary Shares shall be deemed to have been issued with respect to the Preferred Shares, unless the consideration per share of such Ordinary Share would be less than the Conversion Price in effect on the date of and immediately prior to such issuance, or such record date, as the case may be;

(2) no further adjustment in the Conversion Price with respect to any Preferred Share shall be made upon the subsequent issue of Convertible Securities or Ordinary Shares upon the exercise of such Options or conversion or exchange of such Convertible Securities or upon the subsequent exercise of Options for Convertible Securities or Ordinary Shares;

(3) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Company, or change in the number of Ordinary Shares issuable, upon the exercise, conversion or exchange thereof, the then effective Conversion Price with respect to any Preferred Share computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such change becoming effective, be recomputed to reflect such change insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities;

(4) no readjustment pursuant to Article 121.5(d)(iii)(3) shall have the effect of increasing the then effective Conversion Price with respect to any Preferred Share to an amount which exceeds the Conversion Price with respect to such Preferred Share that would have been in effect had no adjustments in relation to the issuance of the Options or Convertible Securities as referenced in Article 121.5(d)(iii)(3) been made;

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(5) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities that have not been exercised, the then effective Conversion Price with respect to any Preferred Share computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(x) in the case of Convertible Securities or Options for Ordinary Shares, the only New Securities issued were the Ordinary Shares, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Company for the issue of such exercised Options plus the consideration actually received by the Company upon such exercise or for the issue of all such Convertible Securities that were actually converted or exchanged, plus the additional consideration, if any, actually received by the Company upon such conversion or exchange; and

(y) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Company for the New Securities deemed to have been then issued was the consideration actually received by the Company for the issue of such exercised Options, plus the consideration deemed to have been received by the Company (determined pursuant to Article 121.5(d)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised.

(6) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price with respect to any Preferred Share which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price with respect to such Preferred Share shall be adjusted pursuant to this Article 121.5(d)(iii) as of the actual date of their issuance.

(iv) **Adjustment of the Conversion Price**. In the event of an issuance of New Securities, at any time after the Relevant Series A Issuance Date, for a consideration per Share received by the Company (net of any selling concessions, discounts or commissions) less than the Conversion Price with respect to any Preferred Share in effect immediately prior to such issue, then and in such event, the Conversion Price with respect to such Preferred Share shall be reduced, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

CP2 = CP1 * (A + B) / (A + C).

For purposes of the foregoing formula, the following definitions shall apply:

(1) CP2 shall mean the Conversion Price with respect to such Preferred Share in effect immediately after such issue of New Securities;

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(2) CP1 shall mean the Conversion Price with respect to such Preferred Share in effect immediately prior to such issue of New Securities;

(3) "A" shall mean the number of Ordinary Shares outstanding immediately prior to such issue of New Securities, treating for this purpose as outstanding all Ordinary Shares issuable upon conversion, exercise or exchange of all Equity Securities (including the Preferred Shares outstanding immediately prior to such issue of New Securities);

(4) "B" shall mean the number of Ordinary Shares that would have been issued if such New Securities had been issued at a price per share equal to CP1 (determined by dividing the aggregate consideration received by the Company in respect of such issue by CP1); and

(5) "C" shall mean the number of such New Securities issued or sold or deemed issued or sold in such transaction.

(v) **Determination of Consideration**. For purposes of this Article 121.5(d), the consideration received by the Company for the issuance of any New Securities shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(x) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company excluding amounts paid or payable for accrued interest or accrued dividends and excluding any discounts, commissions or placement fees payable by the Company to any underwriter or placement agent in connection with the issuance of any New Securities;

(y) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined and approved in good faith by the Board; provided, however, that no value shall be attributed to any services performed by any employee, officer or director of any Group Company;

(z) in the event New Securities are issued together with other Shares or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received which relates to such New Securities, computed as provided in clauses a) and b) above, as reasonably determined in good faith by the Board.

(2) **Options and Convertible Securities.** The consideration per Ordinary Share received by the Company for New Securities deemed to have been issued pursuant to Article 121.5(d)(iii) hereof relating to Options and Convertible Securities, shall be determined by dividing (x) the total amount, if any, received or receivable by the Company as consideration for the issue of such Options or Convertible Securities (determined in the manner described in paragraph (1) above), plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Company upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by (y) the maximum number of Ordinary Shares (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

TRANSFER BY WAY OF CONTINUATION

122. The Company shall, subject to the provisions of the Statute and these Articles (including Article 30, Article 31 and Article 32) and, with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and the Directors may cause an application to be made to the Registrar of Companies to deregister the Company.

SEVERABILITY

123. In case any provision of these Articles shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of these Articles shall be invalid, illegal, or unenforceable under any such applicable Law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal, or unenforceable only to the extent of such invalidity, illegality, or limitation on enforceability without affecting the remaining provisions of these Articles, or the validity, legality, or enforceability of such provision in any other jurisdiction.

SCHEDULE A

LIST OF RESERVED MATTERS

Part I

(a) any amendment or modification under the Constitutional Documents of any of the Company, the HK Subsidiary, and the WFOE other than any amendments made in relation to the following:

(i)any change of the Company, the HK Subsidiary, and the WFOE's name, registered address and scope of business (except for any Material Change as defined in paragraph (h) of this Part I of Schedule A);

(ii) any change of the Company, the HK Subsidiary, and the WFOE's capital structure for implementing the decisions being duly made by shareholders or the Board in accordance with this Agreement, including authorized capital of the Company, the HK Subsidiary, and the WFOE, the Shareholders and their respective shareholdings;

(iii) any change of the Company's capital structure due to the transfer of shares pursuant to the Section 5 of the Shareholders Agreement.

(b) any future joint venture(s) by any of the Company, the HK Subsidiary, and the WFOE other than such joint venture entered into in the ordinary course of business of the Company, the HK Subsidiary, or the WFOE and with a party which is not related to a Shareholder or otherwise an Interested Person;

(c) any increase or decrease in the authorized capital of the Company, the HK Subsidiary, or the WFOE, or any issue of any shares or new class of shares (being shares having rights which are in any way different from the rights of the Ordinary Shares in such entity as the date hereof) of the Company, the HK Subsidiary, or the WFOE other than such increase of authorized capital (including the subscription by any Proposed Subscriber) or such issuance of shares to Proposed Subscriber in compliance with the provisions of Article 33;

(d) any grant or issue of any option, right, warrant or other security exercisable or convertible into, exchangeable for or redeemable with any shares in or assets of the Company, the HK Subsidiary, or the WFOE (the "**Convertible Instruments**"), including any variation of the rights attaching to such Convertible Instruments (if already issued with approval of the Parties) other than the ESOP.

(e) any amendment or change of the rights, privileges, restrictions or obligations attaching to any class of shares in the Company, the HK Subsidiary, or the WFOE and any conversion of any shares of the Company, the HK Subsidiary, or the WFOE into any other class or type of shares carrying different rights, privileges, restrictions or obligations;

(f) the entry into by the Company, the HK Subsidiary, or the WFOE of any guarantee or indemnity arising from any transaction or series of transactions which exceed in aggregate US$ five million ($5,000,000) where such transaction or series of transactions are not in the ordinary course of business. For the avoidance of doubt, the entry by the Company, the HK Subsidiary, and the WFOE of any guarantee or indemnity to support a loan or financing obtained from a bank or financial institution in the ordinary course of business of the Company, the HK Subsidiary, and the WFOE shall not be regarded as a Reserved Matter;

(g) the entry into by the Company, the HK Subsidiary, or the WFOE of any agreement (including but not limited to any agreement in relation to borrowing, indebtedness, guarantee, indemnity or security) which requires recourse against the Shareholders, including any requirement for the Shareholders to provide any form of guarantee, indemnity or security to secure performance of any obligation under such agreement;

(h) making any material change in the core business of the Company, the HK Subsidiary, the WFOE. In this regard, "**Material Change**" shall mean any entry by or introduction into the Company, the HK Subsidiary, or the WFOE of any non-automotive related business that affects or are expected to affect more than 5% of the annual revenue, profit after tax and/or net assets of Company;

(i) selling the Company, the HK Subsidiary, or the WFOE's major assets in whatsoever manner(including establishing, acquiring and/or disposing of any subsidiaries/joint ventures) which may directly or indirectly benefit a Party (whether or not in the form of monetary or pecuniary benefits or otherwise)more than the other Party or in such manner which allows one Party to reap benefits or gains exceeding the benefits reflective of their proportionate entitlement as shareholders in the Company;

(j) winding-up, dissolution or liquidation of the Company, or the HK Subsidiary, and the WFOE;

(k) assign or license any of the significant intellectual property rights of the Company, the HK Subsidiary, or the WFOE other than in the ordinary course of business;

(l) any buy-back, purchase, redemption, exchange, reduction, cancellation or return in any way of any shares of the Company, the HK Subsidiary, or the WFOE; and

(m) any amalgamation or reconstruction, or merger or consolidation with any company or other legal entities (howsoever effected) other than an amalgamation, reconstruction, merger or consolidation of the entities within the Group Companies.

Part II

(a) the entry of any transaction between any entity within the Group Companies and any Interested Person, which exceeds RMB fifty million (¥50,000,000) (whether in a single transaction or series of related transactions) or in aggregate exceeds RMB 300 million (¥300,000,000) in any 12-month period;

(b) any change, termination or suspension of the principal business of the Group Companies;

(c) Unless otherwise agreed in the Agreement, any amendment or change of the rights, privileges, restrictions or obligations of NIO Capital or the rights, privileges, restrictions or obligations attaching to Series Pre-A Preferred Shares in the Company;

(d) winding-up, spin-off, merger, dissolution or liquidation of the Company, or its material subsidiaries, where "material subsidiary" means the HK Subsidiary, the WFOE, Geely Auto Technical (Deutschland) GMBH, Geely Research & Development UK Limited, and any subsidiary holding 20% or more of the Group Companies' assets;

(e) any matters which would result in the ultimate Controlling Person of the Group Companies becoming a Person other than Founder Vehicle or Geely; and

(f) adoption of or amendment to the ESOP or the ESOP granting scheme of the Group Companies (excluding with regard to the ESOP which has already been reserved by the Company and would not dilute shareholding of NIO Capital).

Part III

(a) Unless otherwise agreed in the Agreement, any amendment or change of the rights, privileges, restrictions or obligations of the holders of Series A Preferred Shares or the rights, privileges, restrictions or obligations attaching to Series A Preferred Shares in the Company;

(b) winding-up, spin-off, merger, dissolution or liquidation of the Company, or its material subsidiaries, where "material subsidiary" means the HK Subsidiary, the WFOE, Geely Auto Technical (Deutschland) GMBH, Geely Research & Development UK Limited, and any subsidiary holding 20% or more of the Group Companies' assets.

Exhibit 3.3

COMPANIES ACT (AS AMENDED)
COMPANY LIMITED BY SHARES
AMENDED AND RESTATED
MEMORANDUM AND ARTICLES OF ASSOCIATION
OF
L CATTERTON ASIA ACQUISITION CORP
(adopted pursuant to Special Resolutions of the Company dated 3 March 2021)

COMPANIES ACT (AS AMENDED)
COMPANY LIMITED BY SHARES
AMENDED AND RESTATED
MEMORANDUM OF ASSOCIATION
OF
L CATTERTON ASIA ACQUISITION CORP
(adopted pursuant to Special Resolutions of the Company dated 3 March 2021)

1. The name of the Company is L Catterton Asia Acquisition Corp.

2. The registered office of the Company will be at the offices of Mourant Governance Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, Cayman Islands or at such other place as the Directors may from time to time decide.

3. The objects for which the Company is established are unrestricted and the Company shall have full power and authority to carry out any object not prohibited by law as provided by Section 7(4) of the Companies Act.

4. The Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit as provided by Section 27(2) of the Companies Act.

5. Nothing in the preceding paragraphs shall be deemed to permit the Company to carry on the business of a bank or trust company without being licensed in that behalf under the provisions of the Banks and Trust Companies Act (as amended) of the Cayman Islands, or to carry on insurance business from within the Cayman Islands or the business of an insurance manager, agent, sub-agent or broker without being licensed in that behalf under the provisions of the Insurance Act (as amended) of the Cayman Islands, or to carry on the business of company management without being licensed in that behalf under the provisions of the Companies Management Act (as amended) of the Cayman Islands.

6. The Company will not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands, provided that nothing in this Memorandum of Association shall be construed as to prevent the Company from effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of business outside the Cayman Islands.

7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.

8. The authorised share capital of the Company is US$22,200.00 divided into 200,000,000 Class A ordinary shares with a par value of US$0.0001 each, 20,000,000 Class B ordinary shares with a par value of US$0.0001 each and 2,000,000 preference shares with a par value of US$0.0001 each, with the power for the Company, insofar as is permitted by law and the Articles of Association of the Company, to redeem or purchase any of its shares and to increase or reduce the said share capital subject to the provisions of the Companies Act (as amended) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the powers hereinbefore contained.

9. The Company may exercise the power contained in Section 206 of the Companies Act to deregister in the Cayman Islands and be registered by way of continuation in another jurisdiction.

10. Capitalised terms that are not defined in this Memorandum of Association bear the meanings given to those terms in the Articles of Association of the Company.

COMPANIES ACT (AS AMENDED)
COMPANY LIMITED BY SHARES
AMENDED AND RESTATED
ARTICLES OF ASSOCIATION
OF
L CATTERTON ASIA ACQUISITION CORP
(adopted pursuant to Special Resolutions of the Company dated 3 March 2021)

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TABLE A

1. In these Articles the regulations contained in Table A in the First Schedule to the Companies Act (as defined below) do not apply except insofar as they are repeated or contained in these Articles.

DEFINITIONS AND INTERPRETATION

2. In these Articles the following words and expressions shall have the meanings set out below save where the context otherwise requires:

Applicable Law	with respect to any person, all applicable provisions of all constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders of any Governmental Authority, and any orders, decisions, injunctions, awards and decrees of or agreements with any Governmental Authority;

Articles	the Articles of Association of the Company as amended or amended and restated from time to time by Special Resolution;
Audit Committee	the audit committee of the Company formed pursuant to Article 180, or any successor audit committee;
Auditors	the auditor or auditors for the time being of the Company;
Business Combination	a merger, amalgamation, share exchange, asset acquisition, share purchase, reorganisation or similar business combination involving the Company, with one or more businesses or entities (the **target business**), which Business Combination: (a) must occur with one or more target businesses that together have an aggregate fair market value of at least 80 per cent of the assets held in the Trust Account (excluding the deferred underwriting commissions and taxes payable on the income earned on the Trust Account) at the time of the agreement to enter into such Business Combination; and (b) must not be effectuated solely with another blank cheque company or a similar company with nominal operations;
Class or Classes	any class or classes of Shares as may from time to time be issued by the Company;
Class A Share	a Class A ordinary share of a par value of US$0.0001 in the share capital of the Company;
Class B Share	a Class B ordinary share of a par value of US$0.0001 in the share capital of the Company;
Class B Share Conversion	the conversion of Class B Shares in accordance with these Articles;
Companies Act	the Companies Act (as amended) of the Cayman Islands;
Company	the above-named company;
Designated Stock Exchange	means any national securities exchange or automated system on which the Company's securities are traded, including NASDAQ Global Market, The New York Stock Exchange or any over-the-counter (OTC) market;
Directors and Board of Directors	the Directors of the Company for the time being, or as the case may be, the Directors assembled as a board or as a committee of the board;

Dividend	any dividend (whether interim or final) resolved to be paid on Shares pursuant to the Articles;
Electronic Record	has the same meaning as in the Electronic Transactions Act;
Electronic Transactions Act	the Electronic Transactions Act (as amended) of the Cayman Islands;
Equity-linked Securities	any debt or equity securities that are convertible, exercisable or exchangeable for Class A Shares issued in a financing transaction in connection with a Business Combination, including but not limited to a private placement of equity or debt;
Founders	the Sponsor and all Shareholders immediately prior to the consummation of the IPO;
Governmental Authority	any nation or government or any province or state or any other political subdivision thereof, or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, tribunal, government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organisation;
Initial Conversion Ratio	has the meaning ascribed to such term in Article 25;
Investor Group	the Sponsor and its affiliates, successors and assigns;
Investor Group Related Person	has the meaning given to it in Article 209;
IPO	the Company's initial public offering of securities;
IPO Redemption	has the meaning given to it in Article 199;
Memorandum	the Memorandum of Association of the Company, as amended or amended and restated from time to time by Special Resolution;
Ordinary Resolution	a resolution passed by a simple majority of the votes of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy, at a general meeting, and includes a unanimous written resolution;

Over-Allotment Option	means the option of the Underwriter to purchase up to an additional 15 per cent of the units sold in the IPO at a price equal to US$10.00 per unit, less underwriting discounts and commissions;

paid up	paid up as to the par value and any premium payable in respect of the issue of any Shares and includes credited as paid up;
person	any natural person, firm, company, joint venture, partnership, corporation, association or other entity (whether or not having separate legal personality) or any of them as the context so requires;
Preference Share	a preference share of a par value of US$0.0001 in the share capital of the Company;
Public Share	a Class A Share issued as part of the units issued in the IPO;
Redemption Price	has the meaning given to it in Article 199;
Register of Members	the register of Shareholders to be kept pursuant to these Articles;
Registered Office	the registered office of the Company for the time being;
Seal	the common seal of the Company including any duplicate seal;
SEC	the United States Securities and Exchange Commission;
Secretary	any person appointed by the Directors to perform any of the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
Series	a series of a Class as may from time to time be issued by the Company;
Share	means a Class A Share, a Class B Share or a Preference Share and includes a fraction of a share in the Company;
Shareholder	any person registered in the Register of Members as the holder of Shares of the Company and, where two or more persons are so registered as the joint holders of such Shares, the person whose name stands first in the Register of Members as one of such joint holders;

Share Premium Account	the share premium account established in accordance with these Articles and the Companies Act;
signed	includes an electronic signature and a signature or representation of a signature affixed by mechanical means;
Special Resolution	has the same meaning as in the Companies Act, being a resolution: (a) passed by a majority of not less than two-thirds (or, (i) prior to the consummation of a Business Combination only, with respect to amending Article 201(b) 100 per cent of the votes cast at a meeting of the Shareholders and with respect to amending Article 130, a majority of not less than two-thirds of the votes cast at a meeting of the Shareholders including a simple majority of the holders of Class B Shares (and if the Shareholders vote in favour of such act but the approval of a simple majority of the holders of Class B Shares has not yet been obtained, the holders of a simple majority of Class B Shares shall have, in such vote, voting rights equal to the aggregate voting power of all the Shareholders of the Company who voted in favour of the resolution plus one)) of such Shareholders as, being entitled to do so, vote in person or, where proxies are allowed, by proxy at a general meeting of the Company of which notice specifying the intention to propose the resolution as a special resolution has been duly given and where a poll is taken regard shall be had in computing a majority to the number of votes to which each Shareholder is entitled; or (b) approved in writing by all of the Shareholders entitled to vote at a general meeting of the Company in one or more instruments each signed by one or more of the Shareholders and the effective date of the special resolution so adopted shall be the date on which the instrument or the last of such instruments, if more than one, is executed;
Sponsor	LCA Acquisition Sponsor, LP, a Cayman Islands exempted limited partnership;
Subscriber	the subscriber to the Memorandum;

Treasury Shares	Shares that were previously issued but were purchased, redeemed, surrendered or otherwise acquired by the Company and not cancelled;
Trust Account	the trust account established by the Company upon the consummation of its IPO and into which a certain amount of the net proceeds of the IPO, together with the proceeds of the private placement of the warrants simultaneously with the closing date of the IPO, will be deposited;
Underwriter	an underwriter of the IPO from time to time and any successor underwriter; and
US Exchange Act	the United States Securities Exchange Act of 1934, as amended, or any similar U.S. federal statute and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time.

3. In these Articles, unless there be something in the subject or context inconsistent with such construction:

(a) words importing the singular number shall include the plural number and vice versa;

(b) words importing the masculine gender only shall include the feminine gender;

(c) words importing persons only shall include companies, partnerships, trusts or associations or bodies of persons, whether corporate or not;

(d) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative;

(e) the words "year" shall mean calendar year, "quarter" shall mean calendar quarter and "month" shall mean calendar month;

(f) reference to "dollar" or "$"is reference to the legal currency of the United States of America;

(g) references to enactments shall include reference to any modification or re-enactments thereof for the time being in force;

(h) any meeting (whether of the Directors, a committee appointed by the Board of Directors or the Shareholders or any class of Shareholders) includes any adjournment of that meeting;

(i) in these Articles, Sections 8 and 19 of the Electronic Transactions Act shall not apply; and

(j) "written" and "in writing" include all modes of representing or reproducing words in visible form, including in the form of an Electronic Record.

4. Subject to the last two preceding Articles, any words defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

5. The table of contents to and the headings in these Articles are for convenience of reference only and are to be ignored in construing these Articles.

COMMENCEMENT OF BUSINESS

6. The business of the Company may be commenced as soon after incorporation as the Board of Directors shall see fit.

SITUATION OF REGISTERED OFFICE

7. The Registered Office shall be at such address in the Cayman Islands as the Directors shall from time to time determine. The Company, in addition to the Registered Office, may establish and maintain such other offices and places of business and agencies in such places as the Directors may from time to time determine.

SHARES

8. The Directors may impose such restrictions as they think necessary on the offer and sale of any Shares.

9. Subject as herein provided, all Shares for the time being unissued shall be under the control of the Directors who may issue, allot and dispose of or grant options over the same to such persons, on such terms and in such manner as they may think fit.

10. Subject to the provisions of the Companies Act, and without prejudice to any rights previously conferred on the holders of existing Shares, any share or fraction of a share in the Company's share capital may be issued with such preferred, deferred, other special rights, or restrictions, whether in regard to dividend, voting, return of share capital or otherwise, as the Board of Directors may from time to time by resolution determine, and any share may be issued by the Directors on the terms that it is, or at the option of the Directors is liable, to be redeemed or purchased by the Company whether out of capital in whole or in part or otherwise.

11. The Directors may in their absolute discretion refuse to accept any application for Shares and may accept any application in whole or in part.

12. The Company may on any issue of Shares deduct any sales charge or subscription fee from the amount subscribed for the Shares.

13. No person shall be recognised by the Company as holding any Share upon any trust, and the Company shall not be bound by or recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share, or (except only as by these Articles otherwise provided or as by law required) any other right in respect of any Share except an absolute right thereto in the registered holder.

14. The Directors shall keep or cause to be kept a Register of Members as required by the Companies Act at such place or places as the Directors may from time to time determine, and in the absence of any such determination, the Register of Members shall be kept at the Registered Office.

15. The Directors in each year shall prepare or cause to be prepared an annual return and declaration setting forth the particulars required by the Companies Act in respect of exempted companies and deliver a copy thereof to the Registrar of Companies in the Cayman Islands.

16. The Company shall not issue Shares to bearer.

ISSUE OF SHARES

17. Subject to the provisions, if any, in the Memorandum (and to any direction that may be given by the Company in general meeting) and, where applicable, the rules and regulations of the Designated Stock Exchange, the SEC and/or any other competent regulatory authority or otherwise under Applicable Law, without prejudice to any rights attached to any existing Shares, the Directors may allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) with or without preferred, deferred or other rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper, and may also (subject to the Statute and the Articles) vary such rights, and for such purposes the Directors may reserve an appropriate number of Shares for the time being unissued; save that the Directors shall not allot, issue, grant options over or otherwise dispose of Shares (including fractions of a Share) to the extent that it may affect the ability of the Company to carry out a Class B Share Conversion as set out in the Articles.

18. The Company may issue rights, options, warrants or convertible securities or securities of a similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company, upon such terms as the Directors may from time to time determine, and for such purposes the Directors may reserve an appropriate number of Shares for the time being unissued.

19. The Company may issue units of securities in the Company, which may be comprised of whole or fractional Shares, rights, options, warrants or convertible securities or securities of similar nature conferring the right upon the holders thereof to subscribe for, purchase or receive any class of Shares or other securities in the Company, upon such terms as the Directors may from time to time determine. The securities comprising any such units which are issued pursuant to the IPO can only be traded separately from one another on the 52nd day following the date of the prospectus relating to the IPO unless the Underwriter determines that an earlier date is acceptable, subject to the Company having filed a current report on Form 8-K with the SEC and a press release announcing when such separate trading will begin. Prior to such date, the units can be traded, but the securities comprising such units cannot be traded separately from one another.

20. Subject to Article 45, the Directors, or the Shareholders by Ordinary Resolution, may authorise the division of Shares into any number of Classes and sub-classes and Series and sub-series and the different Classes and sub-classes and Series and sub- series shall be authorised, established and designated (or re-designated as the case may be) and the variations in the relative rights (including, without limitation, voting, dividend and redemption rights), restrictions, preferences, privileges and payment obligations as between the different Classes and Series (if any) may be fixed and determined by the Directors or the Shareholders by Ordinary Resolution.

21. The Directors may issue fractions of a Share, up to three decimal places, and, if so issued, a fraction of a Share shall be subject to and carry the corresponding fraction of liabilities (whether with respect to nominal or par value, premium, calls or otherwise howsoever), limitations, preferences, privileges, qualifications, restrictions, rights (including without prejudice to the foregoing generality, voting and participation rights) and other attributes of a Share. If more than one fraction of a Share is issued to or acquired by the same Shareholder, such fractions shall be accumulated.

22. The premium arising on all issues of Shares shall be held in a Share Premium Account established in accordance with these Articles.

23. Payment for Shares shall be made at such time and place and to such person on behalf of the Company as the Directors may from time to time determine. Payment for any Shares shall be made in such currency as the Directors may determine from time to time, provided that the Directors shall have the discretion to accept payment in any other currency or in kind or a combination of cash and in kind.

SHARE RIGHTS

24. With the exception that the holder of a Class B Share shall have the Conversion Rights referred to in Article 25, the Director appointment and removal rights referred to in Article 130 and except as otherwise specified in the Articles or required by law, the rights attaching to all Class A Shares and Class B Shares shall rank pari passu in all respects, and the Class A Shares and Class B Shares shall vote together as a single class on all matters.

CLASS B SHARE CONVERSION

25. Class B Shares shall automatically convert into Class A Shares on a one-for-one basis (the **Initial Conversion Ratio**): (a) at any time and from time to time at the option of the holder thereof; and (b) automatically on the day of the closing of the initial Business Combination.

26. Notwithstanding the Initial Conversion Ratio, in the case that additional Class A Shares or any other Equity-linked Securities are issued or deemed issued in excess of the amounts offered in the IPO and related to the closing of the initial Business Combination, all Class B Shares in issue shall automatically convert into Class A Shares at the time of the closing of the initial Business Combination and the ratio for which the Class B Shares shall convert into Class A Shares will be adjusted so that the number of Class A Shares issuable upon conversion of all Class B Shares will equal, in the aggregate, 20 per cent of the sum of: (a) all Class A Shares and Class B Shares in issue upon completion of the IPO plus (b) all Class A Shares issued, or deemed issued or issuable upon conversion or exercise of any Equity-linked Securities or rights issued or deemed issued by the Company in connection with or in relation to the consummation of the initial Business Combination, excluding (x) any Class A Shares or Equity-linked Securities exercisable for or convertible into Class A Shares issued, or deemed issued, or to be issued, to any seller in the initial Business Combination and (y) any private placement warrants issued to the Sponsor, its affiliates or any Director or officer of the Company upon conversion of working capital loans made to the Company.

27. Notwithstanding anything to the contrary contained herein, the foregoing adjustment to the Initial Conversion Ratio may be waived as to any particular issuance or deemed issuance of additional Class A Shares or Equity-linked Securities by the written consent or agreement of holders of a majority of the Class B Shares then in issue consenting or agreeing separately as a separate class in the manner provided in Article 45.

28. The foregoing conversion ratio shall also be adjusted to account for any subdivision (by share split, subdivision, exchange, capitalisation, rights issue, reclassification, recapitalisation or otherwise) or combination (by reverse share split, share consolidation, exchange, reclassification, recapitalisation or otherwise) or similar reclassification or recapitalisation of the Class A Shares in issue into a greater or lesser number of shares occurring after the original filing of the Articles without a proportionate and corresponding subdivision, combination or similar reclassification or recapitalisation of the Class B Shares in issue.

29. Each Class B Share shall convert into its pro rata number of Class A Shares pursuant to this Article. The pro rata share for each holder of Class B Shares will be determined as follows: each Class B Share shall convert into such number of Class A Shares as is equal to the product of 1 multiplied by a fraction, the numerator of which shall be the total number of Class A Shares into which all of the Class B Shares in issue shall be converted pursuant to this Article and the denominator of which shall be the total number of Class B Shares in issue at the time of conversion.

30. References in this Article to **converted**, **conversion** or **exchange** shall mean the compulsory redemption without notice of Class B Shares of any Shareholder and, on behalf of such Shareholders, automatic application of such redemption proceeds in paying for such new Class A Shares into which the Class B Shares have been converted or exchanged at a price per Class B Share necessary to give effect to a conversion or exchange calculated on the basis that the Class A Shares to be issued as part of the conversion or exchange will be issued at par. The Class A Shares to be issued on an exchange or conversion shall be registered in the name of such Shareholder or in such name as the Shareholder may direct.

31. Notwithstanding anything to the contrary in this Article, in no event may any Class B Share convert into Class A Shares at a ratio that is less than one-for-one.

REDEMPTION, PURCHASE AND SURRENDER OF SHARES

32. Subject to the provisions of the Companies Act and the rules of the Designated Stock Exchange, the Company may issue Shares that are to be redeemed or are liable to be redeemed at the option of the Shareholder or the Company. The redemption of such Shares shall be effected in such manner as the Company may, by Special Resolution, determine before the issue of the Shares.

33. Subject to the provisions of the Companies Act and the rules of the Designated Stock Exchange, the Company may purchase its own Shares (including any redeemable Shares) provided that the Shareholders shall have approved the manner of purchase by Ordinary Resolution.

34. Subject to the provisions of the Companies Act and the rules of the Designated Stock Exchange, the Company may accept the surrender for no consideration of any fully paid Share (including any redeemable Share) on such terms and in such manner as the Directors may determine.

35. The Company may make a payment in respect of the redemption or purchase of its own Shares in any manner permitted by the Companies Act and the rules of the Designated Stock Exchange, including out of capital.

36. With respect to redeeming or repurchasing the Shares:

(a) Shareholders who hold Public Shares are entitled to request the redemption of such Shares in the circumstances described in these Articles;

(b) Shares held by the Founders shall be surrendered by the Founders on a pro rata basis for no consideration to the extent that the Over-Allotment Option is not exercised in full so that the Founders will own 20 per cent of the Company's issued Shares after the IPO (exclusive of any securities purchased in a private placement simultaneously with the IPO); and

(c) Public Shares shall be repurchased by way of tender offer in the circumstances set out in these Articles.

37. The redemptions and repurchases of Shares in the circumstances described in Article 36 above shall not require further approval of the Members.

38. Any Share in respect of which notice of redemption has been given shall not be entitled to participate in the profits of the Company in respect of the period after the date specified as the date of redemption in the notice of redemption.

39. The redemption, purchase or surrender of any Share shall not be deemed to give rise to the redemption, purchase or surrender of any other Share.

40. The Directors may when making payments in respect of redemption or purchase of Shares, if authorised by the terms of issue of the Shares being redeemed or purchased or with the agreement of the holder of such Shares, make such payment either in cash or in specie including, without limitation, interests in a special purpose vehicle holding assets of the Company or holding entitlement to the proceeds of assets held by the Company or in a liquidating structure.

TREASURY SHARES

41. Shares that the Company purchases, redeems or acquires (by way of surrender or otherwise) may, at the option of the Company, be cancelled immediately or held as Treasury Shares in accordance with the Companies Act. In the event that the Directors do not specify that the relevant Shares are to be held as Treasury Shares, such Shares shall be cancelled.

42. No dividend may be declared or paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to members on a winding up) may be declared or paid in respect of a Treasury Share.

43. The Company shall be entered in the Register of Members as the holder of the Treasury Shares provided that:

(a) the Company shall not be treated as a member for any purpose and shall not exercise any right in respect of the Treasury Shares, and any purported exercise of such a right shall be void;

(b) a Treasury Share shall not be voted, directly or indirectly, at any meeting of the Company and shall not be counted in determining the total number of issued shares at any given time, whether for the purposes of these Articles or the Companies Act, save that an allotment of Shares as fully paid bonus shares in respect of a Treasury Share is permitted and Shares allotted as fully paid bonus shares in respect of a treasury share shall be treated as Treasury Shares.

44. Treasury Shares may be disposed of by the Company on such terms and conditions as determined by the Directors.

MODIFICATION OF RIGHTS

45. If at any time the share capital of the Company is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue of the Shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of the issued Shares of that class where such variation is considered by the Directors not to have a material adverse effect upon such rights; otherwise, any such variation shall be made only with the consent in writing of the holders of not less than two thirds of the issued Shares of that class, or with the approval of a resolution passed by a majority of not less than two thirds of the votes cast at a separate meeting of the holders of the Shares of that class (other than with respect to a waiver of the provisions of the Article in respect of Class B Share Conversion hereof, which as stated therein shall only require the consent in writing of the holders of a majority of the issued Shares of that class). For the

avoidance of doubt, the Directors reserve the right, notwithstanding that any such variation may not have a material adverse effect, to obtain consent from the holders of Shares of the relevant class. To any such meeting all the provisions of the Articles relating to general meetings shall apply *mutatis mutandis*, except that the necessary quorum shall be one or more persons holding or representing by proxy at least one third in nominal or par value amount of the issued Shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those Members who are present shall form a quorum) and that any holder of Shares of the class present in person or by proxy may demand a poll.

46. For the purposes of a separate class meeting, the Directors may treat two or more or all the classes of Shares as forming one class of Shares if the Directors consider that such class of Shares would be affected in the same way by the proposals under consideration, but in any other case shall treat them as separate classes of Shares.

47. The provisions of these Articles relating to general meetings shall apply to every class meeting of the holders of one class of Shares except that the necessary quorum shall be one or more Shareholders holding or representing by proxy at least twenty per cent in par value of the issued Shares of the class and that any holder of Shares of the class present in person or by proxy may demand a poll.

48. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith, any variation of the rights conferred upon the holders of Shares of any other class, or the redemption or purchase of any Shares of any class by the Company.

COMMISSION ON SALES OF SHARES

49. The Company may, in so far as the Companies Act permits, pay a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) or procuring or agreeing to procure subscriptions (whether absolutely or conditionally) for any Shares. Such commissions may be satisfied by the payment of cash and/or the issue of fully or partly paid-up Shares. The Company may also on any issue of Shares pay such brokerage as may be lawful.

SHARE CERTIFICATES

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

51. If a share certificate is defaced, worn out lost or destroyed it may be renewed on such terms (if any) as to evidence and indemnity and on payment of such fee, if any, and on such terms if any, as to evidence and obligations to indemnify the Company as the Board of Directors may determine and (in the case of defacement or wearing out) upon delivery of the old certificate.

52. Every share certificate sent in accordance with the Articles will be sent at the risk of the Member or other person entitled to the certificate. The Company will not be responsible for any share certificate lost or delayed in the course of delivery.

53. Every share certificate of the Company shall bear legends required under Applicable Law, including the US Exchange Act.

TRANSFER AND TRANSMISSION OF SHARES

54. Subject to the Articles and the rules or regulations of the Designated Stock Exchange or any relevant rules of the SEC or securities laws (including, but not limited to the US Exchange Act), a Member may transfer all or any of his or her Shares.

55. The instrument of transfer of any Share shall be in (a) any usual or common form; (b) such form as is prescribed by the Designated Stock Exchange; or (c) any other form as the Directors may determine, and shall be executed by or on behalf of the transferor and if in respect of a nil or partly paid up Share, or if so required by the Directors, shall also be executed on behalf of the transferee and shall be accompanied by the certificate (if any) of the Shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. The transferor shall be deemed to remain the holder of a Share until the name of the transferee is entered in the Register of Members in respect of the relevant Shares.

56. Subject to the terms of issue thereof and the rules or regulations of the Designated Stock Exchange or any relevant rules of the SEC or securities laws (including, but not limited to the US Exchange Act), the Directors may determine to decline to register any transfer of Shares without assigning any reason therefor. If the Shares in question were issued in conjunction with rights, options or warrants issued pursuant to the Articles on terms that one cannot be transferred without the other, the Directors shall refuse to register the transfer of any such Share without evidence satisfactory to them of the like transfer of such option or warrant.

57. The registration and transfer of Shares may be suspended at such times and for such periods as the Directors may from time to time determine.

58. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall (except in any case of fraud) be returned to the person depositing the same.

59. In case of the death of a Shareholder, the survivors or survivor (where the deceased was a joint holder) and the executors or administrators of the deceased where he was the sole or only surviving holder, shall be the only persons recognised by the Company as having title to his interest in the Shares, but nothing in this Article shall release the estate of the deceased holder whether sole or joint from any liability in respect of any Share solely or jointly held by him.

60. Any guardian of an infant Shareholder and any curator or other legal representative of a Shareholder under legal disability and any person entitled to a

share in consequence of the death or bankruptcy of a Shareholder shall, upon producing such evidence of his title as the Directors may require, have the right either to be registered himself as the holder of the Share or to make such transfer thereof as the deceased or bankrupt Shareholder could have made, but the Directors shall in either case have the same right to refuse or suspend registration as they would have had in the case of a transfer of the Shares by the infant or by the deceased or bankrupt Shareholder before the death or bankruptcy or by the Shareholder under legal disability before such disability.

61. A person so becoming entitled to a Share in consequence of the death or bankruptcy of a Shareholder shall have the right to receive and may give a discharge for all dividends and other money payable or other advantages due on or in respect of the Share, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company, or save as aforesaid, to any of the rights or privileges of a Shareholder unless and until he shall be registered as a Shareholder in respect of the Share provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the Share and if the notice is not complied with within ninety days the Directors may thereafter withhold all dividends or other monies payable or other advantages due in respect of the Share until the requirements of the notice have been complied with.

LIEN

62. The Company shall have a first and paramount lien on all Shares (whether fully paid-up or not) registered in the name of a Shareholder (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Shareholder or his estate, either alone or jointly with any other person, whether a Shareholder or not, but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such Share shall operate as a waiver of the Company's lien thereon. The Company's lien on a Share shall also extend to any amount payable in respect of that Share.

63. The Company may sell, in such manner as the Directors think fit, any Shares on which the Company has a lien, if a sum in respect of which the lien exists is presently payable, and is not paid within fourteen clear days after notice has been given to the holder of the Shares, or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.

64. To give effect to any such sale the Directors may authorise any person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The purchaser or his nominee shall be registered as the holder of the Shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the sale or the exercise of the Company's power of sale under these Articles.

65. The net proceeds of such sale, after payment of costs, shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and any residue shall (subject to a like lien for sums not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale.

CALL ON SHARES

66. Subject to the terms of the allotment the Directors may from time to time make calls upon the Shareholders in respect of any monies unpaid on their Shares (whether in respect of par value or premium), and each Shareholder shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Shares. A call may be revoked or postponed as the Directors may determine. A call may be required to be paid by instalments. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

67. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

68. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.

69. If a call remains unpaid after it has become due and payable, the person from whom it is due shall pay interest on the amount unpaid from the day it became due and payable until it is paid at such rate as the Directors may determine, but the Directors may waive payment of the interest wholly or in part.

70. An amount payable in respect of a Share on allotment or at any fixed date, whether on account of the par value of the Share or premium or otherwise, shall be deemed to be a call and if it is not paid all the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.

71. The Directors may issue Shares with different terms as to the amount and times of payment of calls, or the interest to be paid.

72. The Directors may, if they think fit, receive an amount from any Shareholder willing to advance all or any part of the monies uncalled and unpaid upon any Shares held by him, and may (until the amount would otherwise become payable) pay interest at such rate as may be agreed upon between the Directors and the Shareholder paying such amount in advance.

73. No such amount paid in advance of calls shall entitle the Shareholder paying such amount to any portion of a dividend declared in respect of any period prior to the date upon which such amount would, but for such payment, become payable.

FORFEITURE OF SHARES

74. If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall specify where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.

75. If the notice is not complied with any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors. Such forfeiture shall include all dividends or other monies declared payable in respect of the forfeited Share and not paid before the forfeiture.

76. A forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale, re-allotment or disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the Share in favour of that person.

77. A person any of whose Shares have been forfeited shall cease to be a Shareholder in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited and shall remain liable to pay to the Company all monies which at the date of forfeiture were payable by him to the Company in respect of those Shares together with interest, but his liability shall cease if and when the Company shall have received payment in full of all monies due and payable by him in respect of those Shares.

78. A certificate in writing under the hand of one Director or officer of the Company that a Share has been forfeited on a specified date shall be conclusive evidence of the fact as against all persons claiming to be entitled to the Share. The certificate shall (subject to the execution of any instrument of transfer) constitute a good title to the Share and the person to whom the Share is disposed of shall not be bound to see to the application of the purchase money, if any, nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the Share.

79. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a Share, becomes payable at a fixed time, whether on account of the par value of the Share or by way of premium as if it had been payable by virtue of a call duly made and notified.

ALTERATION OF SHARE CAPITAL

80. The Company may from time to time by Ordinary Resolution increase its share capital by such sum to be divided into Shares of such classes and amounts, with such rights, priorities and privileges annexed thereto as the resolution shall prescribe.

81. All new Shares shall be subject to the provisions of these Articles with reference to transfer, transmission and otherwise.

82. Subject to the provisions of the Companies Act, the Company may by Special Resolution from time to time reduce its share capital in any way, and in particular, without prejudice to the generality of the foregoing power, may:

(a) cancel any paid-up share capital which is lost, or which is not represented by available assets; or

(b) pay off any paid-up share capital which is in excess of the requirements of the Company,

and may, if and so far as is necessary, alter its Memorandum by reducing the amounts of its share capital and of its Shares accordingly.

83. The Company may from time to time by Ordinary Resolution alter (without reducing) its share capital by:

(a) consolidating and dividing all or any of its share capital into Shares of larger amount than its existing Shares;

(b) sub dividing its Shares, or any of them, into Shares of smaller amount than that fixed by its Memorandum so, however, that in the sub division the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived; or

(c) cancelling any Shares which, at the date of the passing of the Ordinary Resolution in that behalf, have not been taken, or agreed to be taken by any person, and diminishing the amount of its authorised share capital by the amount of the Shares so cancelled.

GENERAL MEETINGS

84. For so long as any Shares are traded on a Designated Stock Exchange, the Company shall in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it, unless such Designated Stock Exchange does not require the holding of an annual general meeting. Any annual general meeting shall be held at such time and place as the Directors shall appoint in accordance with the rules of the Designated Stock Exchange and if no other time and place is prescribed by them, it shall be held at the Registered Office on the second Wednesday in December of each year at ten o'clock in the morning. At these meetings the report of the Directors (if any) shall be presented.

85. All general meetings (other than annual general meetings) shall be called extraordinary general meetings.

86. The Directors may proceed to convene a general meeting of the Company whenever they think fit, including, without limitation, for the purposes of considering a liquidation of the Company, and they shall convene a general meeting of the Company on the requisition of the Shareholders of the Company holding at the date of the deposit of the requisition not less than 30 per cent in par value of such of the paid-up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company.

87. The requisition must state the objects of the meeting and must be signed by the requisitionist and deposited at the Registered Office and may consist of several documents in like form each signed by one or more requisitionists.

88. If the Directors do not within twenty-one (21) days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held no later than the day which falls three months after the expiration of the said twenty-one (21) days.

89. A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are convened by the Directors. A general meeting may be convened in the Cayman Islands or at such other location, as the Directors think fit.

90. Shareholders seeking to bring business before the annual general meeting or to nominate candidates for election as Directors at the annual general meeting must deliver notice to the principal executive offices of the Company not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the scheduled date of the annual general meeting**.**

NOTICE OF GENERAL MEETINGS

91. Five clear days' (5) notice at least specifying the place, the day and the hour of any general meeting of the Company, and in case of special business the general nature of such business (and in the case of an annual general meeting specifying the meeting as such), shall be given in the manner hereinafter mentioned to such persons as are under the provisions of these Articles or the conditions of issue of the Shares held by them entitled to receive notices from the Company. If the Directors determine that prompt Shareholder action is advisable, they may shorten the notice period for any general meeting of the Company to such period as the Directors consider reasonable.

92. A general meeting shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called with regard to the length of notice if it is so agreed:

(a) in the case of a meeting called as the annual general meeting by all the Shareholders entitled to attend and vote thereat; and

(b) in the case of any other meeting by a majority in number of the Shareholders having a right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent in nominal value of the Shares giving that right.

93. In every notice calling a meeting of the Company, there shall appear with reasonable prominence a statement that a Shareholder entitled to attend and vote either (i) is entitled to appoint one or more proxies to attend such meeting and vote instead of him and that a proxy need not also be a Shareholder or (ii) has appointed a proxy who, unless such appointment is revoked, will attend such meeting and vote on behalf of such Shareholder.

94. The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any general meeting.

PROCEEDINGS AT GENERAL MEETINGS

95. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all business that is transacted at an annual general meeting with the exception of declaring or approving the payment of dividends, the consideration of the accounts and balance sheet and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the appointment of additional Directors, the fixing of the remuneration of the Directors, and the appointment and the fixing of the remuneration of the Auditors.

96. No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise provided in these Articles a quorum shall be the presence, in person or by proxy, of one or more persons holding at least a majority in par value of the issued Shares which confer the right to attend and vote thereat.

97. Save as otherwise provided for in these Articles, if within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of or by Shareholders, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Shareholders present shall be a quorum.

98. A person may, with the consent of the Directors, participate at a general meeting by means of telephone, video or similar communication equipment by way of which all persons participating in such meeting can hear each other and such participation shall be deemed to constitute presence in person at such meeting.

99. The Chairman (if any) or, if absent, the Deputy Chairman (if any) of the Board of Directors, or, failing him, some other Director nominated by the Directors shall preside as Chairman at every general meeting of the Company, but if at any meeting neither the Chairman nor the Deputy Chairman nor such other Director be present within fifteen minutes after the time appointed for holding the meeting, or if neither of them be willing to act as Chairman, the Directors present shall choose some Director present to be Chairman or if no Directors be present, or if all the Directors present decline to take the chair, the Shareholders present shall choose some Shareholder present to be Chairman.

100. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. The Chairman may adjourn any meeting without the consent of such meeting if, in his sole opinion, he considers it necessary to do so to: secure the orderly conduct or proceedings of the meeting; or give all persons present in person or by proxy and having the right to speak and/or vote at such meeting, the ability to do so, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, seven calendar days' notice at the least specifying the place, the day and the hour of the adjourned meeting, shall be given as in the case of the original meeting but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

101. The Directors may cancel or postpone any duly convened general meeting at any time prior to such meeting, except for general meetings requisitioned by the Shareholders in accordance with the Articles, for any reason or for no reason at any time prior to the time for holding such meeting or, if the meeting is adjourned, the time for holding such adjourned meeting. The Directors shall give the Shareholders notice in writing of any cancellation or postponement. A postponement may be for a stated period of any length or indefinitely as the Directors may determine.

102. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration of the result of the show of hands, demanded by the Chairman or any other Shareholder present in person or by proxy.

103. Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a

particular majority, or lost, and an entry to that effect made in the Company's minute book containing the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact without proof of the number or the proportion of the votes recorded in favour of or against such resolution.

104. If a poll is duly demanded it shall be taken in such manner and at such place as the Chairman may direct (including the use of a ballot or voting papers, or tickets) and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may, in the event of a poll, appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

105. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands or at which the poll is taken, shall not be entitled to a second or casting vote.

106. A poll demanded on the election of a Chairman and a poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the Chairman directs not being more than ten days from the date of the meeting or adjourned meeting at which the poll was demanded.

107. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

108. A demand for a poll may be withdrawn and no notice need be given of a poll not taken immediately.

VOTES OF SHAREHOLDERS

109. Subject to any rights or restrictions attached to any Shares (including as set out at Article 130 and Articles 194 to 208) **,** on a show of hands every holder of Shares present and entitled to vote thereon shall have one vote. On a poll every holder of Shares, present in person or by proxy and entitled to vote thereon, shall be entitled to one vote in respect of each Share held by him.

110. In the case of joint holders of a Share, the vote of the senior holder who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members in respect of the Shares.

111. A Shareholder who has appointed special or general attorneys or a Shareholder who is subject to a disability may vote on a poll, by his attorney, committee, receiver, curator bonis or other person in the nature of a committee, receiver, or curator bonis appointed by a court and such attorney, committee, receiver, curator bonis or other person may on a poll vote by proxy; provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Registered Office not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which such person claims to vote.

112. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

113. On a poll votes may be given either personally or by proxy and a Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

114. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under its common seal or under the hand of an officer or attorney so authorised.

115. Any person (whether a Shareholder of the Company or not) may be appointed to act as a proxy. A Shareholder may appoint more than one proxy to attend on the same occasion.

116. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Registered Office, or at such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy issued by the Company, no later than the time appointed for holding the meeting or adjourned meeting; provided that the Chairman of the meeting may in his discretion accept an instrument of proxy sent by fax, email or other electronic means.

117. Any person (whether a Shareholder of the Company or not) may be appointed to act as a proxy. A Shareholder may appoint more than one proxy to attend on the same occasion.

118. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Registered Office, or at such other place as is specified for that purpose in the notice of meeting or in the instrument of proxy issued by the Company, no later than the time appointed for holding the meeting or adjourned meeting; provided that the Chairman of the meeting may in his discretion accept an instrument of proxy sent by fax, email or other electronic means.

119. The Chairman may in any event at his/her discretion declare that an instrument of proxy shall be deemed to have been duly deposited. An instrument of proxy that is not deposited in the manner permitted, or which has not been declared to have been duly deposited by the Chairman, shall be invalid.

120. An instrument of proxy shall be in such common form as the Directors may approve.

121. The Directors may at the expense of the Company send, by post or otherwise, to the Shareholders instruments of proxy (with or without prepaid postage for their return) for use at any general meeting, either in blank or nominating in the alternative any one or more of the Directors or any other persons. If for the purpose of any meeting invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the expense of the Company, such invitations shall be issued to all (and not to some only) of the Shareholders entitled to be sent a notice of the meeting and to vote thereat by proxy.

122. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or insanity of the principal or the revocation of the instrument of proxy, or of the authority under which the instrument of proxy was executed; PROVIDED THAT no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Registered Office before commencement of the meeting or adjourned meeting at which the instrument of proxy is used.

123. Any corporation which is a Shareholder of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

CLEARING HOUSES

124. If a clearing house (or its nominee(s)), being a corporation, is a Member it may, by resolution of its directors or other governing body or by power of attorney, authorise such person or persons as it thinks fit to act as its representative or representatives at any general meeting of the Company or at any meeting of any class of Members provided that, if more than one person is so authorised, the authorisation shall specify the number and class of Shares in respect of which each such person is so authorised. A person so authorised pursuant to this Article shall be entitled to exercise the same powers on behalf of the clearing house (or its nominee) which he represents as that clearing house (or its nominee) could exercise if it were an individual Member holding the number and Class of Shares specified in such authorisation.

WRITTEN RESOLUTIONS OF SHAREHOLDERS

125. A resolution in writing signed by all the Shareholders for the time being entitled to receive notice of, attend and vote at a general meeting shall be as valid and effectual as a resolution passed at a general meeting duly convened and held and may consist of several documents in the like form each signed by one or more of the Shareholders.

DIRECTORS

126. Subject to Article 130, there shall be a board of Directors consisting of not less than one person (exclusive of alternate Directors) provided however that the Company may from time to time by Ordinary Resolution increase or reduce the limits in the number of Directors. The first Directors of the Company shall be determined in writing by, or appointed by a resolution of, the subscriber(s) to the Memorandum.

127. A Director need not be a Shareholder of the Company but shall be entitled to receive notice of and attend all general meetings of the Company.

128. Subject to Article 130 the Company may, by Ordinary Resolution, appoint any person to be a Director and may in like manner remove any Director and may appoint another person in his stead. Without prejudice to the power of the Company by Ordinary Resolution to appoint a person to be a Director, the Board of Directors, so long as a quorum of Directors remains in office, shall have the power at any time and from time to time to appoint any person to be a Director so as to fill a casual vacancy or otherwise.

129. The term of office of each director shall be two (2) years, and each Director shall hold office until the expiration of his term, until his successor shall have been duly elected and qualified or until his earlier death, resignation or removal. No decrease in the number of Directors constituting the board of Directors shall shorten the term of any incumbent Director. The term limits in this Article shall not apply to any Directors appointed prior to the first annual general meeting of the Company.

130. Prior to the consummation of an initial Business Combination, only holders of Class B Shares will have the right to vote on the election of Directors pursuant to Articles 128 and 129 and the removal of Directors pursuant to Article 128.

131. For so long as any of the Shares are traded on a Designated Stock Exchange, any and all vacancies in the board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the board of Directors, or the death, resignation, disqualification or removal of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the board of Directors, and not by the Members. Any Director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. When the number of Directors is increased or decreased, the board of Directors shall, subject to Article 129 above, determine the class or classes to which the increased or decreased number of Directors shall be apportioned; provided, however, that no decrease in the number of Directors shall shorten the term of any incumbent Director. In the event of a vacancy in the board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full board of Directors until the vacancy is filled.

132. Article 130 may only be amended by a Special Resolution passed by a majority of not less than two-thirds of the votes cast at a meeting of the Members including a simple majority of the holders of Class B Shares (and if the Members vote in favour of such act but the approval of a simple majority of the holders of Class B Shares has not yet been obtained, the holders of a simple majority of Class B Shares shall have, in such vote, voting rights equal to the aggregate voting power of all the Members of the Company who voted in favour of the resolution plus one).

133. The Directors shall each be entitled to such remuneration as may be voted to them by the Board of Directors and this may be in addition to such remuneration as may be payable under any other Article hereof. Such remuneration shall be deemed to accrue from day to day. The Directors and the Secretary may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company. The Directors may in addition to such remuneration as aforesaid grant special remuneration to any Director who, being called upon, shall perform any special or extra services to or at the request of the Company.

134. Each Director shall have the power to nominate another Director or any other person to act as alternate Director in his place at any meeting of the Directors at which he is unable to be present and at his discretion to remove such alternate Director. On such appointment being made the alternate Director shall (except as regards the power to appoint an alternate Director) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the functions powers and duties of the Director he represents. Any Director of the Company who is appointed as alternate Director shall be entitled at a meeting of the Directors to cast a vote on behalf of his appointor in addition to the vote to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors. Any person appointed as an alternate Director shall automatically vacate such office as such alternate Director if and when the Director by whom he has been appointed vacates his office of Director. The remuneration of an alternate Director shall be payable out of the remuneration of the Director appointing him and shall be agreed between them.

135. Every instrument appointing an alternate Director shall be in such common form as the Directors may approve.

136. The appointment and removal of an alternate Director shall take effect when lodged at the Registered Office or delivered at a meeting of the Directors.

137. The office of a Director shall be vacated in any of the following events namely:

(a) if he resigns his office by notice in writing signed by him and left at the Registered Office;

(b) if he absents himself (for the avoidance of doubt, without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the board of Directors without special leave of absence from the Directors, and the Directors pass a resolution that he has by reason of such absence vacated office;

(c) if he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;

(d) if he becomes of unsound mind;

(e) if he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of, an order made under any provisions of any law or enactment;

(f) if he be requested by all of the other Directors to vacate office; or

(g) if he is removed from office by an Ordinary Resolution of the Company or pursuant to any other provisions of the Articles.

TRANSACTIONS WITH DIRECTORS

138. A Director or alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director on such terms as to tenure of office and otherwise as the Directors may determine.

139. No Director or intending Director shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established, but the nature of his interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract or arrangement, then at the next meeting of the Directors held after he becomes so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made, then at the first meeting of the Directors held after he becomes so interested.

140. In the absence of some other material interest than is indicated below, provided a Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company declares (whether by specific or general notice) the nature of his interest at a meeting of the Directors that Director may vote in respect of any contract or proposed contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

141. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

142. Any Director may act by himself or through his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

143. Any Director may continue to be or become a director, managing director, manager or other officer or shareholder of any company promoted by the Company or in which the Company may be interested, and no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or shareholder of any such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors or other officers of such company, or voting or providing for the payment of remuneration to the directors, managing directors or other officers of such company).

POWERS OF DIRECTORS

144. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Companies

Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Companies Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting, but no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

145. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorneys as the Directors may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him. The Directors may also appoint any person to be the agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

146. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

147. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital or any part thereof and to issue debentures, debenture stock, mortgages, bonds and other such securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

148. The Directors shall have the authority to present a winding up petition on behalf of the Company without the sanction of a resolution passed by the Company in general meeting.

149. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments drawn by the Company, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

PROCEEDINGS OF DIRECTORS

150. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

151. A Director or Directors may participate in any meeting of the Board, or of any committee appointed by the Board of which such Director or Directors are members, by means of telephone or similar communication equipment by way of which all persons participating in such meeting can hear each other and such participation shall be deemed to constitute presence in person at the meeting.

152. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed, shall be a majority of the Directors then in office.

153. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles the continuing Directors or Director may act for the purpose of filling up vacancies in their number, or of summoning general meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any two Shareholders may summon a general meeting for the purpose of appointing Directors.

154. The Directors may from time to time elect and remove a Chairman and, if they think fit, a Deputy Chairman and determine the period for which they respectively are to hold office. The Chairman or, failing him, the Deputy Chairman shall preside at all meetings of the Directors, but if there be no Chairman or Deputy Chairman, or if at any meeting the Chairman or Deputy Chairman be not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

155. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

156. Without prejudice to the powers conferred by these Articles, the Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Directors. The Directors may, by power of attorney or otherwise, appoint any person to be an agent of the Company on such condition as the Directors may determine, provided that the delegation is not to the exclusion of their own powers.

157. The meetings and proceedings of any such committee consisting of two or more Directors shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article.

158. The Directors may appoint such officers as they consider necessary on such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors may think fit. Unless otherwise specified in the terms of his appointment an officer may be removed by resolution of the Directors or Shareholders.

159. All acts done by any meeting of Directors, or of a committee of Directors or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director and had been entitled to vote.

160. The Directors shall cause minutes to be made of:

(a) all appointments of officers made by the Directors;

(b) the names of the Directors present at each meeting of the Directors and of any committee of Directors; and

(c) all resolutions and proceedings of all meetings of the Company and of the Directors and of any committee of Directors.

Any such minutes, if purporting to be signed by the Chairman of the meeting at which the proceedings took place, or by the Chairman of the next succeeding meeting, shall, until the contrary be proved, be conclusive evidence of their proceedings.

161. A Director but not an alternate Director may be represented at any meetings of the board of Directors by a proxy appointed in writing by him. The proxy shall count towards the quorum and the vote of the proxy shall for all purposes be deemed to be that of the appointing Director.

WRITTEN RESOLUTIONS OF DIRECTORS

162. A resolution in writing signed by all the Directors for the time being entitled to attend and vote at a meeting of the Directors (an alternate Director being entitled to sign such a resolution on behalf of his appointor) shall be as valid and effectual as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors (or his or their alternates).

PRESUMPTION OF ASSENT

163. A Director or alternate Director who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

BORROWING POWERS

164. The Directors may exercise all the powers of the Company to borrow money and hypothecate, mortgage, charge or pledge its undertaking, property, and assets or any part thereof, and to issue debentures, debenture stock or other securities, whether outright or as collateral security for any debt liability or obligation of the Company or of any third party.

SECRETARY

165. The Secretary shall be appointed by the Directors. Anything required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any Assistant or Deputy Secretary or if there is no Assistant or Deputy Secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors; PROVIDED THAT any provisions of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

166. No person shall be appointed or hold office as Secretary who is:

(a) the sole Director of the Company; or

(b) a corporation the sole director of which is the sole Director of the Company; or

(c) the sole director of a corporation which is the sole Director of the Company.

THE SEAL

167. The Directors shall provide for the safe custody of the Seal and the Seal shall never be used except by the authority of a Resolution of the Directors or of a committee of the Directors authorised by the Directors in that behalf. The Directors may keep for use outside the Cayman Islands a duplicate Seal. The Directors may from time to time as they see fit (subject to the provisions of these Articles relating to share certificates) determine the persons and the number of such persons in whose presence the Seal or the facsimile thereof shall be used, and until otherwise so determined the Seal or the duplicate thereof shall be affixed in the presence of any one Director or the Secretary, or of some other person duly authorised by the Directors.

DIVIDENDS, DISTRIBUTIONS AND RESERVES

168. Subject to the Companies Act, these Articles, and the special rights attaching to Shares of any class, the Directors may, in their absolute discretion, declare dividends and distributions on Shares in issue and authorise payment of the dividends or distributions out of the funds of the Company lawfully available therefor. No dividend or distribution shall be paid except out of the realised or unrealised profits of the Company, or out of the Share Premium Account of the Company, or as otherwise permitted by the Companies Act.

169. Except as otherwise provided by the rights attached to Shares, or as otherwise determined by the Directors, all dividends and distributions in respect of Shares shall be declared and paid according to the par value of the Shares that a Shareholder holds. If any Share is issued on terms providing that it shall rank for dividend or distribution as from a particular date, that Share shall rank for dividend or distribution accordingly.

170. The Directors may deduct and withhold from any dividend or distribution otherwise payable to any Shareholder all sums of money (if any) then payable by him to the Company on account of calls or otherwise or any monies which the Company is obliged by law to pay to any taxing or other authority.

171. The Directors may declare that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of shares,

debentures or securities of any other company or in any one or more of such ways and, where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Shareholder upon the basis of the value so fixed in order to adjust the rights of all Shareholders and may vest any such specific assets in trustees as may seem expedient to the Directors.

172. Any dividend, distribution, interest or other monies payable in cash in respect of Shares may be paid by wire transfer to the holder or by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the holder who is first named on the Register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall (unless the Directors in their sole discretion otherwise determine) be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other monies payable in respect of the Share held by them as joint holders.

173. Any dividend or distribution which cannot be paid to a Shareholder and/or which remains unclaimed after six months from the date of declaration of such dividend or distribution may, in the discretion of the Directors, be paid into a separate account in the Company's name, provided that the Company shall not be constituted as a trustee in respect of that account and the dividend or distribution shall remain as a debt due to the Shareholder. Any dividend or distribution which remains unclaimed after a period of six years from the date of declaration of such dividend or distribution shall be forfeited and shall revert to the Company.

174. No dividend or distribution shall bear interest against the Company.

SHARE PREMIUM ACCOUNT

175. The Directors shall establish an account on the books and records of the Company to be called the Share Premium Account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.

ACCOUNTS

176. The Directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place, all sales and purchases of goods by the Company and the assets and liabilities of the Company. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

177. The books of account shall be kept at the Registered Office or at such other place as the Directors think fit, and shall always be open to inspection by the Directors.

178. The Board of Directors shall from time to time determine whether and to what extent and at what time and places and under what conditions or articles the accounts and books of the Company or any of them shall be open to the inspection of Shareholders not being Directors, and no Shareholder (not being a Director) shall have any right of inspection of any account or book or document of the Company except as conferred by law or authorised by the Board of Directors or by resolution of the Shareholders.

AUDIT

179. The accounts relating to the Company's affairs shall be audited in such manner as may be determined from time to time by resolution of the Shareholders or failing any such determination, by the Board of Directors, or failing any determination as aforesaid, shall not be audited.

180. Without prejudice to the freedom of the Directors to establish any other committee, if any of the Shares (or depositary receipts therefor) are listed or quoted on the Designated Stock Exchange, and if required by the Designated Stock Exchange, the Directors shall establish and maintain an audit committee (the **Audit Committee**) as a committee of the board of Directors and shall adopt a formal written audit committee charter and review and assess the adequacy of the formal written charter on an annual basis. The composition and responsibilities of the Audit Committee shall comply with the rules and regulations of the SEC and the Designated Stock Exchange. The Audit Committee shall meet at least once every financial quarter, or more frequently as circumstances dictate.

181. If any of the Shares (or depositary receipts therefor) are listed or quoted on the Designated Stock Exchange, the Company shall conduct an appropriate review of all related party transactions on an ongoing basis and shall utilise the Audit Committee for the review and approval of potential conflicts of interest.

182. The remuneration of the Auditor shall be fixed by the Audit Committee (if one exists).

NOTICES

183. Any notice or document may be served by the Company on any Shareholder either personally or by posting it airmail or air courier service in a prepaid letter addressed to such Shareholder at his address as appearing in the Register of Members or by cable, telex, facsimile or e-mail should the Directors deem it appropriate.

184. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register of Members in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

185. Any Shareholder present, either personally or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was convened.

186. Any summons, notice, order or other document required to be sent to or served upon the Company, or upon any officer of the Company may be sent or served by leaving the same or sending it through the post in a prepaid letter envelope or wrapper, addressed to the Company or to such officer at the Registered Office.

187. Where a notice is sent by courier, service of the notice shall be deemed to be effected by delivery of the notice to a courier company, and shall be deemed to have been received on the third day (not including Saturdays or Sundays or public holidays) following the day on which the notice was delivered to the courier. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and shall be deemed to have been received on the fifth day (not including Saturdays or Sundays or public holidays in the Cayman Islands) following the day on which the notice was posted. Where a notice is sent by cable, telex or fax, service of the notice shall be deemed to be effected by properly addressing and sending such notice and shall be deemed to have been received on the same day that it was transmitted. Where a notice is given by email, service shall be deemed to be effected by transmitting the email to the email address provided by the intended recipient and shall be deemed to have been received on the same day that it was sent, and it shall not be necessary for the receipt of the email to be acknowledged by the recipient.

188. Any notice or document delivered or sent by post to or left at the registered address of any Shareholder in pursuance of these Articles shall notwithstanding that such Shareholder be then dead, insane, bankrupt or dissolved, and whether or not the Company has notice of such death, insanity, bankruptcy or dissolution, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder, unless his name shall at the time of the service of the notice or document, have been removed from the Register of Members as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the Share.

WINDING UP AND FINAL DISTRIBUTION OF ASSETS

189. If the Company shall be wound up the liquidator shall apply the assets of the Company in satisfaction of creditors' claims in such manner and order as such liquidator thinks fit.

190. If the Company shall be wound up, and the assets available for distribution amongst the Shareholders shall be insufficient to repay the whole of the share capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Shareholders in proportion to the par value of the Shares held by them. If in a winding up the assets available for distribution amongst the Shareholders shall be more than sufficient to repay the whole of the share capital at the commencement of the winding up, the surplus shall be distributed amongst the Shareholders in proportion to the par value of the Shares held by them at the commencement of the winding up subject to a deduction from those Shares in respect of which there are monies due of all monies payable to the Company for unpaid calls or otherwise. This Article is without prejudice to the rights of the holders of Shares issued upon special terms and conditions.

191. If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the liquidator may, with the authority of a Special Resolution, divide among the Shareholders in specie the whole or any part of the assets of the Company, and whether or not the assets shall consist of property of a single kind, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the Shareholders. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator, with the like authority, shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no Shareholder shall be compelled to accept any Shares in respect of which there is liability.

INDEMNITY

192. Every Director or officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him as a result of any act or failure to act in carrying out his functions other than such liability (if any) that he may incur by his own actual fraud or wilful default. No such Director or officer shall be liable to the Company for any loss or damage in carrying out his functions unless that liability arises through the actual fraud or wilful default of such Director or officer. References in this Article to actual fraud or wilful default mean a finding to such effect by a competent court in relation to the conduct of the relevant party.

DISCLOSURE

193. Any Director, officer or authorised agent of the Company shall, if lawfully required to do so under the laws of any jurisdiction to which the Company is subject or in compliance with the rules of any stock exchange upon which the Company's shares are listed or in accordance with any contract entered into by the Company, be entitled to release or disclose any information in his possession regarding the affairs of the Company including, without limitation, any information contained in the Register of Members.

BUSINESS COMBINATION

194. Notwithstanding any other provision of the Articles, these Articles 194 to 208 shall apply during the period commencing upon the adoption of the Articles and terminating upon the first to occur of the consummation of any Business Combination and the distribution of the Trust Fund pursuant to this Article. In the event of a conflict between this Article and any other Articles, the provisions of this Article shall prevail.

195. Article 201(b) may not be amended prior to the consummation of a Business Combination without a Special Resolution, the approval threshold for which is at least two-thirds of all votes cast at a meeting of the Shareholders.

196. Prior to the consummation of any Business Combination, the Company shall either:

(a) submit such Business Combination to the Shareholder for approval; or

(b) provide Shareholders with the opportunity to have their Shares repurchased by means of a tender offer for a per- Share repurchase price payable in cash, equal to the aggregate amount then on deposit in the Trust Account, calculated as of two business days prior to the consummation of the Business Combination, including interest earned on the Trust Account and not previously released to the Company to pay income taxes, if any, (less up to US$100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue, provided that the Company shall not repurchase Public Shares in an amount that would cause the Company's net tangible assets to be less than US$5,000,001.

197. If the Company initiates any tender offer in accordance with Rule 13e-4 and Regulation 14E of the US Exchange Act in connection with a Business Combination, it shall file tender offer documents with the SEC prior to completing a Business Combination which contain substantially the same financial and other information about such Business Combination and the redemption rights as is required under Regulation 14A of the US Exchange Act. If, alternatively, the Company holds a Shareholder vote to approve a proposed Business Combination, the Company will conduct any redemptions in conjunction with a proxy solicitation pursuant to Regulation 14A of the US Exchange Act, and not pursuant to the tender offer rules, and file proxy materials with the SEC.

198. At a general meeting called for the purposes of approving a Business Combination pursuant to this Article, in the event that a majority of the Shares voted are voted for the approval of the Business Combination, the Company shall be authorised to consummate the Business Combination.

199. Any Shareholder holding Public Shares who is not a Founder, officer or Director may, contemporaneously with any vote on a Business Combination, elect to have their Public Shares redeemed for cash (**IPO Redemption**), provided that no such Member acting together with any affiliate of his or any other person with whom he is acting in concert or as a partnership, syndicate, or other group for the purposes of acquiring, holding, or disposing of Shares may exercise this redemption right with respect to more than 15 per cent of the Public Shares, and provided further that any holder that holds Public Shares beneficially through a nominee must identify itself to the Company in connection with any redemption election in order to validly redeem such Public Shares. In connection with any vote held to approve a proposed Business Combination, holders of Public Shares seeking to exercise their redemption rights will be required to either tender their certificates (if any) to the Company's transfer agent or to deliver their shares to the transfer agent electronically using The Depository Trust Company's DWAC (Deposit/Withdrawal At Custodian) System, at the holder's option, in each case up to two business days prior to the initially scheduled vote on the proposal to approve a Business Combination. If so demanded, the Company shall pay any such redeeming Member, regardless of whether he is voting for or against such proposed Business Combination, a per-Share redemption price payable in cash, equal to the aggregate amount then on deposit in the Trust Account calculated as of two business days prior to the consummation of the Business Combination, including interest earned on the Trust Account and not previously released to the Company to pay income taxes, if any, divided by the number of Public Shares then in issue (such redemption price being referred to herein as the **Redemption Price**), provided that the Company shall not redeem Public Shares in an amount that would cause the Company's net tangible assets to be less than US$5,000,001.

200. The Redemption Price shall be paid promptly following the consummation of the relevant Business Combination. If the proposed Business Combination is not approved or completed for any reason then such redemptions shall be cancelled and share certificates (if any) returned to the relevant Shareholders as appropriate.

201. In the event that:

(a) either (i) the Company does not consummate a Business Combination within 24 months after the date of the closing of the IPO, or such later time as the Members may approve in accordance with the Articles or (ii) a resolution of the Members is passed pursuant to the Statute to commence the voluntary liquidation of the Company prior to the consummation of a Business Combination for any reason, the Company shall: (x) cease all operations except for the purpose of winding up; (y) as promptly as reasonably possible but not more than ten business days thereafter, redeem the Public Shares, at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the Trust Account and not previously released to the Company to pay income taxes, if any, (less up to $100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue, which redemption will completely extinguish public Members' rights as Members (including the right to receive further liquidation distributions, if any); and (z) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining Members and the Directors, liquidate and dissolve, subject in the case of sub-articles(y) and (z), to its obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of Applicable Law; and

(b) any amendment is made to Article 201(a) 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 an initial Business Combination within 24 months after the date of the closing of the IPO, or any amendment is made with respect to any other provision of the Articles relating to the rights of holders of Class A Shares, each holder of Public Shares who is not a Founder, officer or Director shall be provided with the opportunity to redeem their Public Shares upon the approval of any such amendment at a per-Share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the Trust Account and not previously released to the Company to pay our income taxes, if any, (less up to US$100,000 of interest to pay dissolution expenses), divided by the number of Public Shares then in issue.

202. Except for the withdrawal of interest to pay income taxes, if any, none of the funds held in the Trust Account shall be released from the Trust Account until the earlier of an IPO Redemption, a repurchase of Shares by means of a tender offer pursuant to this Article or a distribution of the Trust Account pursuant to this Article. In no other circumstance shall a holder of Public Shares have any right or interest of any kind in the Trust Account.

203. After the issue of Public Shares, and prior to the consummation of a Business Combination, the Directors shall not issue additional Shares or any other securities that would entitle the holders thereof to:

(a) receive funds from the Trust Account; or

(b) vote on (i) any Business Combination or any other proposal presented to the Members prior to or in connection with the completion of a Business Combination, or (ii) a proposed amendment to the Articles to extend the time the Company has to consummate a Business Combination beyond 24 months after the date of the closing of the IPO or otherwise amend this Article.

204. The Company must complete one or more Business Combinations having an aggregate fair market value of at least 80 per cent of the assets held in the Trust Account (net of amounts previously disbursed to the Company's management for working capital purposes and excluding the amount of deferred underwriting discounts held in the Trust Account and taxes payable on the income earned on the Trust Account) at the time of the Company's signing a definitive agreement in connection with a Business Combination. An initial Business Combination must not be effectuated solely with another blank cheque company or a similar company with nominal operations.

205. Any payment made to members of the Audit Committee (if one exists) shall require the review and approval of the Directors, with any Director interested in such payment abstaining from such review and approval.

206. A Director may vote in respect of any Business Combination in which such Director has a conflict of interest with respect to the evaluation of such Business Combination. Such Director must disclose such interest or conflict to the other Directors.

207. The Audit Committee shall monitor compliance with the terms of the IPO and, if any non-compliance is identified, the Audit Committee shall be charged with the responsibility to take all action necessary to rectify such non-compliance or otherwise cause compliance with the terms of the IPO.

208. The Company may enter into a Business Combination with a target business that is affiliated with the Sponsor, the Directors or officers of the Company if such transaction is approved by a majority of the independent directors (as defined pursuant to the rules and regulations of the Designated Stock Exchange) and the Directors that did not have an interest in such transaction. In the event the Company enters into a Business Combination with an entity that is affiliated with the Sponsor, the Directors or officers of the Company, the Company, or a committee of independent directors (as defined pursuant to the rules and regulations of the Designated Stock Exchange), will obtain an opinion that the Business Combination is fair to the Company from a financial point of view from either an independent investment banking firm that is a member of the Financial Industry Regulatory Authority, Inc. (FINRA) or an independent accounting firm.

BUSINESS OPPORTUNITIES

209. In recognition and anticipation of the facts that: (a) directors, managers, officers, members, partners, managing members, employees and/or agents of one or more members of the Investor Group (each of the foregoing, an **Investor Group Related Person**) may serve as Directors and/or officers of the Company; and (b) the Investor Group engages, and may continue to engage in the same or similar activities or related lines of business as those in which the Company, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Company, directly or indirectly, may engage, the provisions of this Article are set forth to regulate and define the conduct of certain affairs of the Company as they may involve the Shareholders and the Investor Group Related Persons, and the powers, rights, duties and liabilities of the Company and its Directors, officers and Shareholders in connection therewith.

210. To the fullest extent permitted by Applicable Law, the Investor Group and the Investor Group Related Persons shall have no duty, except and to the extent expressly assumed by contract, to refrain from engaging directly or indirectly in the same or similar business activities or lines of business as the Company.

211. To the fullest extent permitted by Applicable Law, the Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for either the Investor Group or the Investor Group Related Persons, on the one hand, and the Company, on the other, unless such opportunity is expressly offered to such Investor Group Related Person in their capacity as a Director or officer of the Company and the opportunity is one the Company is permitted to complete on a reasonable basis.

212. Except to the extent expressly assumed by contract, to the fullest extent permitted by Applicable Law, the Investor Group and the Investor Group Related Persons shall have no duty to communicate or offer any such corporate opportunity to the Company and shall not be liable to the Company or its Shareholders for breach of any fiduciary duty as a Shareholder, Director and/or officer of the Company solely by reason of the fact that such party pursues or acquires such corporate opportunity for itself, himself or herself, directs such corporate opportunity to another person, or does not communicate information regarding such corporate opportunity to the Company, unless such opportunity is expressly offered to such Investor Group Related Person in their capacity as a Director or officer of the Company and the opportunity is one the Company is permitted to complete on a reasonable basis.

213. Except as provided elsewhere in the Articles, the Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, any potential transaction or matter which may be a corporate opportunity for both the Company and the Investor Group, about which a Director and/or officer of the Company who is also an Investor Group Related Person acquires knowledge, unless such opportunity is expressly offered to such person solely in his or her capacity as a Director or officer of the Company and such opportunity is one the Company is legally and contractually permitted to undertake and would otherwise be reasonable for the Company to pursue.

214. To the extent a court might hold that the conduct of any activity related to a corporate opportunity that is renounced in this Article to be a breach of duty to the Company or its Shareholders, the Company and (if applicable) each Shareholder hereby waives, to the fullest extent permitted by Applicable Law, any and all claims and causes of action that the Company or such Shareholder may have for such activities described in this Article. To the fullest extent permitted by Applicable Law, the provisions of this Article apply equally to activities conducted in the future and that have been conducted in the past.

CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE

215. For the purpose of determining Shareholders entitled to notice of, or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Shareholders for any other purpose, the Directors may, by any means in accordance with the requirements of any Designated Stock Exchange, provide that the Register of Members shall be closed for transfers for a stated period which shall not in any case exceed forty days.

216. In lieu of, or apart from, closing the Register of Members, the Directors may fix in advance or arrears a date as the record date for any such determination of Shareholders entitled to notice of, or to vote at any meeting of the Shareholders or any adjournment thereof, or for the purpose of determining the Shareholders entitled to receive payment of any Dividend or other distribution, or in order to make a determination of Shareholders for any other purpose.

217. If no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders or Shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting has been made in the manner provided in the preceding Article, such determination shall apply to any adjournment thereof.

REGISTRATION BY WAY OF CONTINUATION

218. The Company may by Special Resolution resolve to be registered by way of continuation in a jurisdiction outside the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing. The Directors may cause an application to be made to the Registrar of Companies to deregister the Company in the Cayman Islands or such other jurisdiction in which it is for the time being incorporated, registered or existing and may cause all such further steps as they consider appropriate to be taken to effect the transfer by way of continuation of the Company.

FINANCIAL YEAR

219. The Directors shall determine the financial year of the Company and may change the same from time to time. Unless they determine otherwise, the fiscal year shall end on 31 December in each year.

AMENDMENTS TO MEMORANDUM AND ARTICLES OF ASSOCIATION

220. The Company may from time to time alter or add to these Articles or alter or add to the Memorandum with respect to any objects, powers or other matters specified therein by passing a Special Resolution in the manner prescribed by the Companies Act (subject to the definition of "Special Resolution", Article 132 and Articles 194 to 208.

CAYMAN ISLANDS DATA PROTECTION

221. The Company is a "data controller" for the purposes of the Data Protection Act, 2017 (as amended, the **DPA**). By virtue of subscribing for and holding Shares in the Company, Shareholders provide the Company with certain information (**Personal Data**) that constitutes "personal data" under the DPA. Personal Data includes, without limitation, the following information relating to a Shareholder and/or any natural person(s) connected with a Shareholder (such as a Shareholder's individual directors, members and/or beneficial owner(s)): name, residential address, email address, corporate contact information, other contact information, date of birth, place of birth, passport or other national identifier details, national insurance or social security number, tax identification, bank account details and information regarding assets, income, employment and source of funds.

222. The Company processes such Personal Data for the purposes of:

(a) performing contractual rights and obligations (including under the constitutional documents of the Company);

(b) complying with legal or regulatory obligations (including those relating to anti-money laundering and counter-terrorist financing, preventing and detecting fraud, sanctions, automatic exchange of tax information, requests from governmental, regulatory, tax and law enforcement authorities, beneficial ownership and maintaining statutory registers); and

(c) the legitimate interests pursued by the Company or third parties to whom Personal Data may be transferred, including to manage and administer the Company, to send updates, information and notices to Shareholders or otherwise correspond with Shareholders regarding the Company, to seek professional advice, including legal advice, to meet accounting, tax reporting and audit obligations, to manage risk and operations and to maintain internal records.

223. The Company transfers Personal Data to certain third parties who process the Personal Data on the Company's behalf, including third party service providers that it appoints or engages to assist with the Company's management, operation, administration and legal, governance and regulatory compliance. In certain circumstances, the Company may be required by law or regulation to transfer Personal Data and other information with respect to one or more Shareholder(s) to governmental, regulatory, tax and law enforcement authorities. They may, in turn, exchange this information with other governmental, regulatory, tax and law enforcement authorities (including in jurisdictions other than the Cayman Islands).

Exhibit 4.1

SPECIMEN UNIT CERTIFICATE

NUMBER UNITS U-

SEE REVERSE FOR CERTAIN DEFINITIONS

L CATTERTON ASIA ACQUISITION CORP

CUSIP [•]

UNITS CONSISTING OF ONE CLASS A ORDINARY SHARE AND ONE-THIRD OF ONE REDEEMABLE WARRANT TO PURCHASE ONE CLASS A ORDINARY SHARE

THIS CERTIFIES THAT is the owner of Units.

Each Unit ("Unit") consists of one (1) Class A ordinary share, par value $0.0001 per share ("Ordinary Shares"), of L Catterton Asia Acquisition Corp, a Cayman Islands exempted company (the "Company"), and one-third (1/3) of one redeemable warrant (each whole warrant, a "Warrant"). Each Warrant entitles the holder to purchase one (1) Ordinary Share for $11.50 per share (subject to adjustment). Each Warrant will become exercisable on the later of (i) thirty (30) days after the Company's completion of a merger, share exchange, asset acquisition, share purchase, reorganization or other similar business combination with one or more businesses (each, a "Business Combination"), and (ii) twelve (12) months from the closing of the Company's initial public offering, and will expire unless exercised before 5:00 p.m., New York City Time, on the date that is five (5) years after the date on which the Company completes its initial Business Combination, or earlier upon redemption or liquidation (the "Expiration Date"). The Ordinary Shares and Warrants comprising the Units represented by this certificate will begin separate trading on the 52nd day following the date of the prospectus that is filed in connection with the offering of the Units (or, if such date is not a business day, the following business day), unless Credit Suisse Securities (USA) LLC elects to allow earlier separate trading, subject to the Company's filing with the Securities and Exchange Commission of a Current Report on Form 8-K containing an audited balance sheet reflecting the Company's receipt of the gross proceeds of the initial public offering and issuing a press release announcing when separate trading will begin. No fractional warrants will be issued upon separation of the Units and only Warrants are exercisable. The terms of the Warrants are governed by a Warrant Agreement, dated as of , 2021, between the Company and Continental Stock Transfer & Trust Company, as Warrant Agent, and are subject to the terms and provisions contained therein, all of which terms and provisions the holder of this certificate consents to by acceptance hereof. Copies of the Warrant Agreement are on file at the office of the Warrant Agent at 1 State Street, 30th Floor, New York, New York 10004, and are available to any Warrant holder on written request and without cost.

Upon the consummation of the Business Combination, the Units represented by this certificate will automatically separate into the Class A Ordinary Shares and Warrants comprising such Units.

This certificate is not valid unless countersigned by the Transfer Agent and Registrar of the Company.

This certificate shall be governed by and construed in accordance with the internal laws of the State of New York.

Witness the facsimile signatures of its duly authorized officers.

By _____
Co-Chief Executive Officer and Director

L Catterton Asia Acquisition Corp

The Company will furnish without charge to each unitholder who so requests, a statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of shares or series thereof of the Company and the qualifications, limitations or restrictions of such preferences and/or rights.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF GIFT MIN ACT	—		Custodian	
					(Cust)		(Minor)
TEN ENT	—	as tenants by the entireties			under Uniform Gifts to Minors Act		
						(State)	
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common					

Additional abbreviations may also be used though not in the above list.

For value received, hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE
(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

Units represented by the within Certificate, and do hereby irrevocably constitute and appoint Attorney to transfer the said Units on the books of the within named Company with full power of substitution in the premises.

Dated _____

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

Signature(s) Guaranteed:

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 OR ANY SUCCESSOR RULES).

In each case, as more fully described in the Company's final prospectus dated [•], 2021, the holder(s) of this certificate shall be entitled to receive a pro-rata portion of certain funds held in the trust account established in connection with the Company's initial public offering only in the event that (i) the Company redeems the Ordinary Shares sold in its initial public offering and liquidates because it does not consummate an initial business combination within the period of time set forth in the Company's amended and restated memorandum and articles of association, as the same may be amended from time to time, (ii) the Company redeems the Ordinary Shares sold in its initial public offering in connection with a shareholder vote to amend the Company's amended and restated memorandum and articles of association (A) that would modify the substance or timing of the Company's obligation to provide holders of the Ordinary Shares the right to have their shares redeemed in connection with the Company's initial business combination or to redeem 100% of the Ordinary Shares if the Company does not complete its initial business combination within the time period set forth therein or (B) with respect to any other provision relating to the rights of holders of the Ordinary Shares, or (iii) if the holder(s) seek(s) to redeem for cash his, her or its respective Ordinary Shares in connection with a tender offer (or proxy solicitation, solely in the event the Company seeks shareholder approval of the proposed initial business combination) setting forth the details of a proposed initial business combination. In no other circumstances shall the holder(s) have any right or interest of any kind in or to the trust account.

Exhibit 4.2

SPECIMEN CLASS A ORDINARY SHARE CERTIFICATE

NUMBER SHARES

L CATTERTON ASIA ACQUISITION CORP
INCORPORATED UNDER THE LAWS OF THE CAYMAN ISLANDS
CLASS A ORDINARY SHARES

SEE REVERSE FOR
CERTAIN DEFINITIONS
CUSIP [•]

This Certifies that is the owner of

FULLY PAID AND NON-ASSESSABLE CLASS A ORDINARY SHARES OF THE PAR VALUE OF US$0.0001 EACH OF L CATTERTON ASIA ACQUISITION CORP (THE "COMPANY")

subject to the Company's amended and restated memorandum and articles of association, as the same may be amended from time to time, and transferable on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed. The Company will be forced to redeem all of its Class A ordinary shares if it is unable to complete a business combination within the period set forth in the Company's amended and restated memorandum and articles of association, as the same may be amended from time to time, all as more fully described in the Company's final prospectus dated [•], 2021.
This certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar.
Witness the facsimile signatures of its duly authorized officers.

Dated: _____

Co-Chief Executive Officer and Director

L CATTERTON ASIA ACQUISITION CORP

The Company will furnish without charge to each shareholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of shares or series thereof of the Company and the qualifications, limitations, or restrictions of such preferences and/or rights. This certificate and the shares represented thereby are issued and shall be held subject to all the provisions of the Company's amended and restated memorandum and articles of association, as the same may be amended from time to time, and resolutions of the Board of Directors providing for the issue of Class A ordinary shares (copies of which may be obtained from the Board of Directors of the Company), to all of which the holder of this certificate by acceptance hereof assents. The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	— as tenants in common	UNIF GIFT MIN ACT	—	Custodian	
			(Cust)		(Minor)
TEN ENT	— as tenants by the entireties		under Uniform Gifts to Minors Act		
			(State)		
JT TEN	— as joint tenants with right of survivorship and not as tenants in common				

Additional abbreviations may also be used though not in the above list.

For value received, hereby sells, assigns and transfers unto

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER(S) OF ASSIGNEE(S))
(PLEASE PRINT OR TYPEWRITE NAME(S) AND ADDRESS(ES), INCLUDING ZIP CODE, OF ASSIGNEE(S))

Shares represented by the within Certificate, and does hereby irrevocably constitute and appoint Attorney to transfer the said shares on the register of members of the within named Company with full power of substitution in the premises.

Dated _____ _____
Shareholder

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.

Signature(s) Guaranteed:
By: _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO SEC RULE 17Ad-15 OR ANY SUCCESSOR RULE).

In each case, as more fully described in the Company's final prospectus dated [•], 2021, the holder(s) of this certificate shall be entitled to receive a pro-rata portion of certain funds held in the trust account established in connection with its initial public offering only in the event that (i) the Company redeems the Class A ordinary shares sold in its initial public offering and liquidates because it does not consummate an initial business combination within the period of time set forth in the Company's amended and restated memorandum and articles of association, as the same may be amended from time to time, (ii) the Company redeems the Class A ordinary shares sold in its initial public offering in connection with a shareholder vote to amend the Company's amended and restated memorandum and articles of association (A) that would modify the substance or timing of the Company's obligation to provide holders of the Class A ordinary shares the right to have their shares redeemed in connection with the Company's initial business combination or to redeem 100% of the Class A ordinary shares if the Company does not complete its initial business combination within the time period set forth therein or (B) with respect to any other provision relating to the rights of holders of the Class A ordinary shares, or (iii) if the holder(s) seek(s) to redeem for cash his, her or its respective Class A ordinary shares in connection with a tender offer (or proxy solicitation, solely in the event the Company seeks shareholder approval of the proposed initial business combination) setting forth the details of a proposed initial business combination. In no other circumstances shall the holder(s) have any right or interest of any kind in or to the trust account.

Exhibit 4.3

[FACE]

Number

Warrants
THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR IN THE WARRANT AGREEMENT DESCRIBED BELOW
L CATTERTON ASIA ACQUISITION CORP
Incorporated Under the Laws of the Cayman Islands

CUSIP **[•]**

Warrant Certificate

This Warrant Certificate certifies that [ ], or registered assigns, is the registered holder of [ ] warrant(s) (the " ***Warrants***" and each, a "***Warrant***") to purchase Class A ordinary shares, $0.0001 par value ("***Ordinary Shares***"), of L Catterton Asia Acquisition Corp, a Cayman Islands exempted company (the "***Company***"). Each Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and nonassessable Ordinary Shares as set forth below, at the exercise price (the "***Exercise Price***") as determined pursuant to the Warrant Agreement, payable in lawful money (or through "***cashless exercise***" as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid and non-assessable Ordinary Share. Fractional shares shall not be issued upon exercise of any Warrant. If, upon the exercise of Warrants, a holder would be entitled to receive a fractional interest in an Ordinary Share, the Company shall, upon exercise, round down to the nearest whole number the number of Ordinary Shares to be issued to the Warrant holder. The number of Ordinary Shares issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

The initial Exercise Price per one Ordinary Share for any Warrant is equal to $11.50 per share. The Exercise Price is subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void. The Warrants may be redeemed, subject to certain conditions as set forth in the Warrant Agreement.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement. This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York.

L CATTERTON ASIA ACQUISITION CORP

By: _____
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

CONTINENTAL STOCK TRANSFER & TRUST COMPANY,
AS WARRANT AGENT

By: _____
Name:
Title:

[Form of Warrant Certificate]
[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive [ ] Ordinary Shares and are issued or to be issued pursuant to a Warrant Agreement dated as of [•], 2021 (the "***Warrant Agreement***"), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York limited purpose trust company, as warrant agent (the "***Warrant Agent***"), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "***holders***" or "***holder***" meaning the Registered Holders or Registered Holder, respectively) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of Election to Purchase set forth hereon properly completed and executed, together with payment of the Exercise Price as specified in the Warrant Agreement (or through "*cashless exercise*" as provided for in the Warrant Agreement) at the principal corporate trust office of the Warrant Agent. In the event that upon any exercise of Warrants evidenced hereby the

number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof, or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) a registration statement covering the issuance of the Ordinary Shares to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the Ordinary Shares is current, except through "*cashless exercise*" as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of Ordinary Shares issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in an Ordinary Share, the Company shall, upon exercise, round down to the nearest whole number of Ordinary Shares to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a shareholder of the Company.

Election to Purchase
(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive [ ] Ordinary Shares and herewith tenders payment for such Ordinary Shares to the order of L Catterton Asia Acquisition Corp (the "***Company***") in the amount of $[ ] in accordance with the terms hereof. The undersigned requests that a certificate for such Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Ordinary Shares be delivered to [ ], whose address is [ ]. If said [ ] number of Ordinary Shares is less than all of the Ordinary Shares purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

In the event that the Warrant has been called for redemption by the Company pursuant to Section 6.2 of the Warrant Agreement and a holder thereof elects to exercise its Warrant pursuant to a Make-Whole Exercise, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) or Section 6.2 of the Warrant Agreement, as applicable.

In the event that the Warrant is a Private Placement Warrant that is to be exercised on a "cashless" basis pursuant to subsection 3.3.1(c) of the Warrant Agreement, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "cashless" basis pursuant to Section 7.4 of the Warrant Agreement, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of Ordinary Shares that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive Ordinary Shares. If said number of shares is less than all of the Ordinary Shares purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

[*Signature Page Follows*]

Date: [ ]

(Signature)
(Address)
(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED).

Exhibit 4.4

WARRANT AGREEMENT
L CATTERTON ASIA ACQUISITION CORP
and
CONTINENTAL STOCK TRANSFER & TRUST COMPANY
Dated March 10, 2021

THIS WARRANT AGREEMENT (this "***Agreement***"), dated March 10, 2021, is by and between L Catterton Asia Acquisition Corp, a Cayman Islands exempted company (the "***Company***"), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (in such capacity, the "***Warrant Agent***").

WHEREAS, it is proposed that the Company enter into that certain Private Placement Warrants Purchase Agreement, with LCA Acquisition Sponsor, LP, a Cayman Islands exempted limited partnership (the "***Sponsor***"), pursuant to which the Sponsor will purchase an aggregate of 5,000,000 warrants (or up to 5,500,000 warrants if the underwriters in the Offering (defined below) exercise their Over-allotment Option (as defined below) in full) simultaneously with the closing of the Offering (and the closing of the Over-allotment Option, if applicable), bearing the legend set forth in Exhibit B hereto (the "***Private Placement Warrants***") at a purchase price of $1.50 per Private Placement Warrant. Each Private Placement Warrant entitles the holder thereof to purchase one Ordinary Share (as defined below) at a price of $11.50 per share, subject to adjustment as described herein;

WHEREAS, in order to finance the Company's transaction costs in connection with an intended initial merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination, involving the Company and one or more businesses (a "***Business Combination***"), the Sponsor or an affiliate of the Sponsor or certain of the Company's officers and directors may, but are not obligated to, loan the Company funds as the Company may require, of which up to $1,500,000 of such loans may be convertible into up to an additional 1,000,000 Private Placement Warrants at a price of $1.50 per Private Placement Warrant; and

WHEREAS, the Company is engaged in an initial public offering (the " ***Offering***") of units of the Company's equity securities, each such unit comprised of one Ordinary Share and one-third of one Public Warrant (as defined below) (the "***Units***") and, in connection therewith, has determined to issue and deliver up to 9,583,333 redeemable warrants (including up to 1,250,000 redeemable warrants subject to the Over-allotment Option) to public investors in the Offering (the "***Public Warrants***" and, together with the Private Placement Warrants, the "***Warrants***"). Each whole Warrant entitles the holder thereof to purchase one Class A ordinary share of the Company, par value $0.0001 per share (the "***Ordinary Shares***"), for $11.50 per share, subject to adjustment as described herein. Only whole Warrants are exercisable. A holder of the Public Warrants will not be able to exercise any fraction of a Warrant; and

WHEREAS, the Company has filed with the Securities and Exchange Commission (the " ***Commission***") a registration statement on Form S-1, File No. 333-253334, and a prospectus (the "***Prospectus***"), for the registration, under the Securities Act of 1933, as amended (the "***Securities Act***"), of the Units, the Public Warrants and the Ordinary Shares included in the Units; and

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants; and

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent and the holders of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent (if a physical certificate is issued), as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Appointment of Warrant Agent. The Company hereby appoints the Warrant Agent to act as agent for the Company for the Warrants, and the Warrant Agent hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement.

2. Warrants.

2.1 Form of Warrant. Each Warrant shall initially be issued in registered form only.

2.2 Effect of Countersignature. If a physical certificate is issued, unless and until countersigned by the Warrant Agent pursuant to this Agreement, a certificated Warrant shall be invalid and of no effect and may not be exercised by the holder thereof.

2.3 Registration.

2.3.1 Warrant Register. The Warrant Agent shall maintain books (the " ***Warrant Register***"), for the registration of original issuance and the registration of transfer of the Warrants. Upon the initial issuance of the Warrants in book-entry form, the Warrant Agent shall issue and register the Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent by the Company. Ownership of beneficial interests in the Public Warrants shall be shown on, and the transfer of such ownership shall be effected through, records maintained by institutions that have accounts with The Depository Trust Company (the "***Depositary***") (such institution, with respect to a Warrant in its account, a "***Participant***").

If the Depositary subsequently ceases to make its book-entry settlement system available for the Public Warrants, the Company may instruct the Warrant Agent regarding making other arrangements for book-entry settlement. In the event that the Public Warrants are not eligible for, or it is no longer necessary to have the Public Warrants available in, book-entry form, the Warrant Agent shall provide written instructions to the Depositary to deliver to the Warrant Agent for cancellation each book-entry Public Warrant, and the Company shall instruct the Warrant Agent to deliver to the Depositary definitive certificates in physical form evidencing such Warrants ("***Definitive Warrant Certificates***"), which shall be in the form annexed hereto as Exhibit A.

Physical certificates, if issued, shall be signed by, or bear the facsimile signature of, the Chairman of the Board and the Chief Executive Officer or other principal officer of the Company. In the event the person whose facsimile signature has been placed upon any Warrant shall have ceased to serve in the capacity in which such person signed the Warrant before such Warrant is issued, it may be issued with the same effect as if he or she had not ceased to be such at the date of issuance.

2.3.2 Registered Holder. Prior to due presentment for registration of transfer of any Warrant, the Company and the Warrant Agent may deem and treat the person in whose name such Warrant is registered in the Warrant Register (the "***Registered Holder***") as the absolute owner of such Warrant and of each Warrant represented thereby, for the purpose of any exercise thereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary.

2.4 Detachability of Warrants. The Ordinary Shares and Public Warrants comprising the Units shall begin separate trading on the 52nd day following the date of the Prospectus or, if such 52nd day is not on a day, other than a Saturday, Sunday or federal holiday, on which banks in New York City are generally open for normal business (a "***Business Day***"), then on the immediately succeeding Business Day following such date, or earlier (the "***Detachment Date***") with the consent of Citigroup Global Markets Inc., but in no event shall the Ordinary Shares and the Public Warrants comprising the Units be separately traded until (A) the Company has filed a Current Report on Form 8-K with the Commission containing an audited balance sheet reflecting the receipt by the Company of the gross proceeds of the Offering, including the proceeds then received by the Company from the exercise by the underwriters of their right to purchase additional Units in the Offering (the "***Over-allotment Option***"), if the Over-allotment Option is exercised prior to the filing of the Current Report on Form 8-K, and (B) the Company issues a press release announcing when such separate trading shall begin.

2.5 Fractional Warrants. The Company shall not issue fractional Warrants other than as part of the Units, each of which is comprised of one Ordinary Share and one-third of one whole Public Warrant. If, upon the detachment of Public Warrants from the Units or otherwise, a holder of Warrants would be entitled to receive a fractional Warrant, the Company shall round down to the nearest whole number the number of Warrants to be issued to such holder.

2.6 Private Placement Warrants; Forward Purchase Warrants.

2.6.1 The Private Placement Warrants shall be identical to the Public Warrants, except that so long as they are held by the Sponsor or any of its Permitted Transferees (as defined below), the Private Placement Warrants: (i) may be exercised for cash or on a "cashless basis," pursuant to subsection 3.3.1(c) hereof, (ii) including the Ordinary Shares issuable upon exercise of the Private Placement Warrants, may not be transferred, assigned or sold until thirty (30) days after the completion by the Company of an initial Business Combination, (iii) shall not be redeemable by the Company pursuant to Section 6.1 hereof and (iv) shall only be redeemable by the Company pursuant to Section 6.2 if the Reference Value (as defined below) is less than $18.00 per share (subject to adjustment in compliance with Section 4 hereof); provided, however, that in the case of (ii), the Private Placement Warrants and any Ordinary Shares issued upon exercise of the Private Placement Warrants may be transferred by the holders thereof:

(a) to the Company's officers or directors, any affiliates or family members of any of the Company's officers or directors, any members or partners of the Sponsor or their affiliates, any affiliates of the Sponsor, or any employees of such affiliates;

(b) in the case of an individual, by gift to a member 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 any forward purchase agreement or similar arrangement or in connection with the consummation of the Company's Business Combination at prices no greater than the price at which the Private Placement Warrants or Ordinary Shares, as applicable, were originally purchased;

(f) by virtue of the Sponsor's organizational documents upon liquidation or dissolution of the Sponsor;

(g) to the Company for no value for cancellation in connection with the consummation of our initial Business Combination;

(h) in the event of the Company's liquidation prior to the completion of its initial Business Combination; or

(i) in the event of the Company's completion of a liquidation, merger, share exchange or other similar transaction which results in all of the public shareholders having the right to exchange their Ordinary Shares for cash, securities or other property subsequent to the completion of the Company's initial Business Combination; provided, however, that, in the case of clauses (a) through (f), these permitted transferees (the " ***Permitted Transferees***") must enter into a written agreement with the Company agreeing to be bound by the transfer restrictions in this Agreement.

2.6.2 Forward Purchase Warrants. The Forward Purchase Warrants shall have the same terms and be in the same form as the Private Placement Warrants.

3. Terms and Exercise of Warrants.

3.1 Warrant Price. Each whole Warrant shall entitle the Registered Holder thereof, subject to the provisions of such Warrant and of this Agreement, to purchase from the Company the number of Ordinary Shares stated therein, at the price of $11.50 per share, subject to the adjustments provided in Section 4 hereof and in the last sentence of this Section 3.1. The term "***Warrant Price***" as used in this Agreement shall mean the price per share (including in cash or by payment of Warrants pursuant to a "cashless exercise," to the extent permitted hereunder) described in the prior sentence at which Ordinary Shares may be purchased at the time a Warrant is exercised. The Company in its sole discretion may lower the Warrant Price at any time prior to the Expiration Date (as defined below) for a period of not less than fifteen Business Days (unless otherwise required by the Commission, any national securities exchange on which the Warrants are listed or applicable law); provided that the Company shall provide at least five days' prior written notice of such reduction to Registered Holders of the Warrants; and provided further, that any such reduction shall be identical among all of the Warrants.

3.2 Duration of Warrants. A Warrant may be exercised only during the period (the " ***Exercise Period***") (A) commencing on the later of: (i) the date that is thirty (30) days after the first date on which the Company completes a Business Combination, and (ii) the date that is twelve (12) months from the date of the closing of the Offering, and (B) terminating at the earliest to occur of (x) 5:00 p.m., New York City time on the date that is five (5) years after the date on which the Company completes its initial Business Combination, (y) the liquidation of the Company in accordance with the Company's amended and restated memorandum and articles of association, as amended from time to time, if the Company fails to complete a Business Combination, and (z) other than with respect to the Private Placement Warrants then held by the Sponsor or its Permitted Transferees with respect to a redemption pursuant to Section 6.1 hereof or, if the Reference Value equals or exceeds $18.00 per share (subject to adjustment in compliance with

Section 4 hereof), Section 6.2 hereof, 5:00 p.m., New York City time on the Redemption Date (as defined below) as provided in Section 6.3 hereof (the "***Expiration Date***"); provided, however, that the exercise of any Warrant shall be subject to the satisfaction of any applicable conditions, as set forth in subsection 3.3.2 below, with respect to an effective registration statement or a valid exemption therefrom being available. Except with respect to the right to receive the Redemption Price (as defined below) (other than with respect to a Private Placement Warrant then held by the Sponsor or its Permitted Transferees in connection with a redemption pursuant to Section 6.1 hereof or, if the Reference Value equals or exceeds $18.00 per share (subject to adjustment in compliance with Section 4 hereof), Section 6.2 hereof), in the event of a redemption (as set forth in Section 6 hereof), each Warrant (other than a Private Placement Warrant then held by the Sponsor or its Permitted Transferees in the event of a redemption pursuant to Section 6.1 hereof or, if the Reference Value equals or exceeds $18.00 per share (subject to adjustment in compliance with Section 4 hereof), Section 6.2 hereof) not exercised on or before the Expiration Date shall become void, and all rights thereunder and all rights in respect thereof under this Agreement shall cease at 5:00 p.m. New York City time on the Expiration Date. The Company in its sole discretion may extend the duration of the Warrants by delaying the Expiration Date; provided that the Company shall provide at least twenty (20) days prior written notice of any such extension to Registered Holders of the Warrants and, provided further that any such extension shall be identical in duration among all the Warrants.

3.3 Exercise of Warrants.

3.3.1 Payment. Subject to the provisions of the Warrant and this Agreement, a Warrant may be exercised by the Registered Holder thereof by delivering to the Warrant Agent at its corporate trust department (i) the Definitive Warrant Certificate evidencing the Warrants to be exercised, or, in the case of a Warrant represented by a book-entry, the Warrants to be exercised (the "***Book-Entry Warrants***") on the records of the Depositary to an account of the Warrant Agent at the Depositary designated for such purposes in writing by the Warrant Agent to the Depositary from time to time, (ii) an election to purchase (the "***Election to Purchase***") any Ordinary Shares pursuant to the exercise of a Warrant, properly completed and executed by the Registered Holder on the reverse of the Definitive Warrant Certificate or, in the case of a Book-Entry Warrant, properly delivered by the Participant in accordance with the Depositary's procedures, and (iii) the payment in full of the Warrant Price for each Ordinary Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, the exchange of the Warrant for the Ordinary Shares and the issuance of such Ordinary Shares, as follows:

(a) by wire transfer of immediately available funds in good certified check or good bank draft payable to the order of the Warrant Agent;

(b) [Reserved];

(c) with respect to any Private Placement Warrant, so long as such Private Placement Warrant is held by the Sponsor or a Permitted Transferee, by surrendering the Warrants for that number of Ordinary Shares equal to (i) if in connection with a redemption of Private Placement Warrants pursuant to Section 6.2 hereof, as provided in Section 6.2 hereof with respect to a Make-Whole Exercise (as defined below) and (ii) in all other scenarios the quotient obtained by dividing (x) the product of the number of Ordinary Shares underlying the Warrants, multiplied by the excess of the "***Sponsor Exercise Fair Market Value***" (as defined in this subsection 3.3.1(c)) over the Warrant Price by (y) the Sponsor Exercise Fair Market Value. Solely for purposes of this subsection 3.3.1(c), the "***Sponsor Fair Market Value***" shall mean the average last reported sale price of the Ordinary Shares for the ten (10) trading days ending on the third (3rd) trading day prior to the date on which notice of exercise of the Private Placement Warrant is sent to the Warrant Agent;

(d) as provided in Section 6.2 hereof with respect to a Make-Whole Exercise; or

(e) as provided in Section 7.4 hereof.

3.3.2 Issuance of Ordinary Shares on Exercise. As soon as practicable after the exercise of any Warrant and the clearance of the funds in payment of the Warrant Price (if payment is pursuant to subsection 3.3.1(a)), the Company shall issue to the Registered Holder of such Warrant a book-entry position or certificate, as applicable, for the number of Ordinary Shares to which he, she or it is entitled, registered in such name or names as may be directed by him, her or it on the register of members of the Company, and if such Warrant shall not have been exercised in full, a new book-entry position or countersigned Warrant, as applicable, for the number of shares as to which such Warrant shall not have been exercised. Notwithstanding the foregoing, the Company shall not be obligated to deliver any Ordinary Shares pursuant to the exercise of a Warrant and shall have no obligation to settle such Warrant exercise unless a registration statement under the Securities Act with respect to the Ordinary Shares underlying the Public Warrants is then effective and a prospectus relating thereto is current, subject to the Company's satisfying its obligations under Section 7.4 or a valid exemption from registration is available. No Warrant shall be exercisable and the Company shall not be obligated to issue Ordinary Shares upon exercise of a Warrant unless the Ordinary Shares issuable upon such Warrant exercise have been registered, qualified or deemed to be exempt from registration or qualification under the securities laws of the state of residence of the Registered Holder of the Warrants. Subject to Section 4.6 of this Agreement, a Registered Holder of Warrants may exercise its Warrants only for a whole number of Ordinary Shares. The Company may require holders of Public Warrants to settle the Warrant on a "cashless basis" pursuant to Section 7.4. If, by reason of any exercise of Warrants on a "cashless basis", the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in an Ordinary Share, the Company shall round down to the nearest whole number, the number of Ordinary Shares to be issued to such holder.

3.3.3 Valid Issuance. All Ordinary Shares issued upon the proper exercise of a Warrant in conformity with this Agreement shall be validly issued, fully paid and nonassessable.

3.3.4 Date of Issuance. Each person in whose name any book-entry position or certificate, as applicable, for Ordinary Shares is issued and who is registered in the register of members of the Company shall for all purposes be deemed to have become the holder of record of such Ordinary Shares on the date on which the Warrant, or book-entry position representing such Warrant, was surrendered and payment of the Warrant Price was made, irrespective of the date of delivery of such certificate in the case of a certificated Warrant, except that, if the date of such surrender and payment is a date when the register of members of the Company or book-entry system of the Warrant Agent are closed, such person shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the share transfer books or book-entry system are open.

3.3.5 Maximum Percentage. A holder of a Warrant may notify the Company in writing in the event it elects to be subject to the provisions contained in this subsection 3.3.5; however, no holder of a Warrant shall be subject to this subsection 3.3.5 unless he, she or it makes such election. If the election is made by a holder, the Warrant Agent shall not effect the exercise of the holder's Warrant, and such holder shall not have the right to exercise such Warrant, to the extent that after giving effect to such exercise, such person (together with such person's affiliates), to the Warrant Agent's actual knowledge, would beneficially own in excess of 9.8% (or such other amount as a holder may specify) (the "***Maximum Percentage***") of the

Ordinary Shares outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of Ordinary Shares beneficially owned by such person and its affiliates shall include the number of Ordinary Shares issuable upon exercise of the Warrant with respect to which the determination of such sentence is being made, but shall exclude Ordinary Shares that would be issuable upon (x) exercise of the remaining, unexercised portion of the Warrant beneficially owned by such person and its affiliates and (y) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such person and its affiliates (including, without limitation, any convertible notes or convertible preferred shares or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"). For purposes of the Warrant, in determining the number of outstanding Ordinary Shares, the holder may rely on the number of outstanding Ordinary Shares as reflected in (1) the Company's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the Commission as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or Continental Stock Transfer & Trust Company, as transfer agent (in such capacity, the "***Transfer Agent***"), setting forth the number of Ordinary Shares outstanding. For any reason at any time, upon the written request of the holder of the Warrant, the Company shall, within two (2) Business Days, confirm orally and in writing to such holder the number of Ordinary Shares then outstanding. In any case, the number of issued and outstanding Ordinary Shares shall be determined after giving effect to the conversion or exercise of equity securities of the Company by the holder and its affiliates since the date as of which such number of issued and outstanding Ordinary Shares was reported. By written notice to the Company, the holder of a Warrant may from time to time increase or decrease the Maximum Percentage applicable to such holder to any other percentage specified in such notice; provided, however, that any such increase shall not be effective until the sixty-first (61st) day after such notice is delivered to the Company.

4. Adjustments.

4.1 Share Capitalizations.

4.1.1 Sub-Divisions. If after the date hereof, and subject to the provisions of Section 4.6 below, the number of issued and outstanding Ordinary Shares is increased by a capitalization or share dividend of Ordinary Shares, or by a sub-division of Ordinary Shares or other similar event, then, on the effective date of such share capitalization, sub-division or similar event, the number of Ordinary Shares issuable on exercise of each Warrant shall be increased in proportion to such increase in the issued and outstanding Ordinary Shares. A rights offering made to all or substantially all holders of Ordinary Shares entitling holders to purchase Ordinary Shares at a price less than the "Historical Fair Market Value" (as defined below) shall be deemed a capitalization of a number of Ordinary Shares equal to the product of (i) the number of Ordinary Shares actually sold in such rights offering (or issuable under any other equity securities sold in such rights offering that are convertible into or exercisable for the Ordinary Shares) multiplied by (ii) one (1) minus the quotient of (x) the price per Ordinary Share paid in such rights offering divided by (y) the Historical Fair Market Value. For purposes of this subsection 4.1.1, (i) if the rights offering is for securities convertible into or exercisable for Ordinary Shares, in determining the price payable for Ordinary Shares, there shall be taken into account any consideration received for such rights, as well as any additional amount payable upon exercise or conversion and (ii) "***Historical Fair Market Value***" means the volume weighted average price of the Ordinary Shares during the ten (10) trading day period ending on the trading day prior to the first date on which the Ordinary Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive such rights. No Ordinary Shares shall be issued at less than their par value.

4.1.2 Extraordinary Dividends. If the Company, at any time while the Warrants are outstanding and unexpired, pays to all or substantially all of the holders of the Ordinary Shares a dividend or makes a distribution in cash, securities or other assets on account of such Ordinary Shares (or other shares into which the Warrants are convertible), other than (a) as described in subsection 4.1.1 above, (b) Ordinary Cash Dividends (as defined below), (c) to satisfy the redemption rights of the holders of the Ordinary Shares in connection with a proposed initial Business Combination, (d) to satisfy the redemption rights of the holders of the Ordinary Shares in connection with a shareholder vote to amend the Company's amended and restated memorandum and articles of association (i) to modify the substance or timing of the Company's obligation to provide holders of Ordinary Shares the right to have their shares redeemed in connection with the Company's initial Business Combination or to redeem 100% of the Company's public shares if it does not complete its initial Business Combination within the time period required by the Company's Amended and Restated Memorandum and Articles of Association, as amended from time to time, or (ii) with respect to any other provision relating to the rights of holders of Ordinary Shares, (e) as a result of the repurchase of Ordinary Shares by the Company if a proposed initial Business Combination is presented to the shareholders of the Company for approval or (f) in connection with the redemption of public shares upon the failure of the Company to complete its initial Business Combination and any subsequent distribution of its assets upon its liquidation (any such non-excluded event being referred to herein as an "***Extraordinary Dividend***"), then the Warrant Price shall be decreased, effective immediately after the effective date of such Extraordinary Dividend, by the amount of cash and/or the fair market value (as determined by the Company's board of directors (the "***Board***"), in good faith) of any securities or other assets paid on each Ordinary Share in respect of such Extraordinary Dividend. For purposes of this subsection 4.1.2, "***Ordinary Cash Dividends***" means any cash dividend or cash distribution which, when combined on a per share basis with the per share amounts of all other cash dividends and cash distributions paid on the Ordinary Shares during the 365-day period ending on the date of declaration of such dividend or distribution, does not exceed $0.50 per share (which amount shall be adjusted to appropriately reflect any of the events referred to in other subsections of this Section 4 and excluding cash dividends or cash distributions that resulted in an adjustment to the Warrant Price or to the number of Ordinary Shares issuable on exercise of each Warrant) but only with respect to the amount of the aggregate cash dividends or cash distributions equal to or less than $0.50.

4.2 Aggregation of Shares. If after the date hereof, and subject to the provisions of Section 4.6 hereof, the number of issued and outstanding Ordinary Shares is decreased by a consolidation, combination, reverse share split or reclassification of Ordinary Shares or other similar event, then, on the effective date of such consolidation, combination, reverse share split, reclassification or similar event, the number of Ordinary Shares issuable on exercise of each Warrant shall be decreased in proportion to such decrease in issued and outstanding Ordinary Shares.

4.3 Adjustments in Exercise Price. Whenever the number of Ordinary Shares purchasable upon the exercise of the Warrants is adjusted, as provided in subsection 4.1.1 or Section 4.2 above, the Warrant Price shall be adjusted (to the nearest cent) by multiplying such Warrant Price immediately prior to such adjustment by a fraction (x) the numerator of which shall be the number of Ordinary Shares purchasable upon the exercise of the Warrants immediately prior to such adjustment, and (y) the denominator of which shall be the number of Ordinary Shares so purchasable immediately thereafter.

4.4 Raising of the Capital in Connection with the Initial Business Combination. If (x) the Company issues additional Ordinary Shares or equity-linked securities, other than for the Forward Purchase Warrants and the Class A ordinary shares to be issued pursuant to the Forward Purchase Agreements, for capital raising purposes in connection with the closing of its initial Business Combination at an issue price or effective issue price of less than $9.20 per Ordinary Share (with such issue price or effective issue price to be determined in good faith by the Board and, in the case of any such issuance to the Sponsor or its affiliates, without taking into account any Class B ordinary shares, par value $0.0001 per share, of the Company held by the Sponsor 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 Company's initial Business Combination on the date of the completion of the Company's initial Business Combination (net of redemptions), and (z) the volume-weighted average trading price of Ordinary Shares during the twenty (20) trading day period starting on the trading day prior to the day on which the Company consummates its initial Business Combination (such price, the "***Market Value***") is below $9.20 per share, the Warrant Price shall be adjusted (to the nearest cent) to be equal to 115% of the higher of the Market Value and the Newly Issued Price, the $18.00 per share redemption trigger price described in Section 6.1 and Section 6.2 shall be adjusted (to the nearest cent) to be equal to 180% of the higher of the Market Value and the Newly Issued Price and the $10.00 per share redemption trigger price described in Section 6.2 shall be adjusted (to the nearest cent) to be equal to the higher of the Market Value and the Newly Issued Price.

4.5 Replacement of Securities upon Reorganization, etc. In case of any reclassification or reorganization of the issued and outstanding Ordinary Shares (other than a change under Section 4.1 or Section 4.2 hereof or that solely affects the par value of such Ordinary 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 the Company is the continuing corporation and that does not result in any reclassification or reorganization of the issued and outstanding Ordinary 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 the Company is dissolved, the holders of the Warrants shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the Ordinary Shares of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares or stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Warrants would have received if such holder had exercised his, her or its Warrant(s) immediately prior to such event (the "***Alternative Issuance***"); provided, however, that (i) if the holders of the Ordinary Shares were entitled to exercise a right of election as to the kind or amount of securities, cash or other assets receivable upon such consolidation or merger, then the kind and amount of securities, cash or other assets constituting the Alternative Issuance for which each Warrant shall become exercisable shall be deemed to be the weighted average of the kind and amount received per share by the holders of the Ordinary Shares in such consolidation or merger that affirmatively make such election, and (ii) if a tender, exchange or redemption offer shall have been made to and accepted by the holders of the Ordinary Shares (other than a tender, exchange or redemption offer made by the Company in connection with redemption rights held by shareholders of the Company as provided for in the Company's amended and restated memorandum and articles of association or as a result of the repurchase of Ordinary Shares by the Company if a proposed initial Business Combination is presented to the shareholders of the Company for approval) under circumstances in which, upon completion of such tender or exchange offer, the maker thereof, together with members of any group (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) of which such maker is a part, and together with any affiliate or associate of such maker (within the meaning of Rule 12b-2 under the Exchange Act) and any members of any such group of which any such affiliate or associate is a part, own beneficially (within the meaning of Rule 13d-3 under the Exchange Act) more than 65% of the issued and outstanding Ordinary Shares, the holder of a Warrant shall be entitled to receive as the Alternative Issuance, the highest amount of cash, securities or other property to which such holder would actually have been entitled as a shareholder if such Warrant holder had exercised the Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the Ordinary Shares held by such holder had been purchased pursuant to such tender or exchange offer, subject to adjustments (from and after the consummation of such tender or exchange offer) as nearly equivalent as possible to the adjustments provided for in this Section 4; provided further that if less than 70% of the consideration receivable by the holders of the Ordinary Shares in the applicable event is payable in the form of 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 Registered Holder properly exercises the Warrant within thirty (30) days following the public disclosure of the consummation of such applicable event by the Company pursuant to a Current Report on Form 8-K filed with the Commission, the Warrant Price shall be reduced by an amount (in dollars) equal to the difference of (i) the Warrant Price in effect prior to such reduction minus (ii) (A) the Per Share Consideration (as defined below) (but in no event less than zero) minus (B) the Black-Scholes Warrant Value (as defined below). The "***Black-Scholes Warrant Value***" means the value of a Warrant immediately prior to the consummation of the applicable event based on the Black-Scholes Warrant Model for a Capped American Call on Bloomberg Financial Markets (assuming zero dividends) ("***Bloomberg***"). For purposes of calculating such amount, (i) Section 6 of this Agreement shall be taken into account, (ii) the price of each Ordinary Share shall be the volume weighted average price of the Ordinary Shares during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event, (iii) the assumed volatility shall be the 90 day volatility obtained from the HVT function on Bloomberg determined as of the trading day immediately prior to the day of the announcement of the applicable event and (iv) the assumed risk-free interest rate shall correspond to the U.S. Treasury rate for a period equal to the remaining term of the Warrant. "***Per Share Consideration***" means (i) if the consideration paid to holders of the Ordinary Shares consists exclusively of cash, the amount of such cash per Ordinary Share, and (ii) in all other cases, the volume weighted average price of the Ordinary Shares during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event. If any reclassification or reorganization also results in a change in Ordinary Shares covered by subsection 4.1.1, then such adjustment shall be made pursuant to subsection 4.1.1 or Sections 4.2, 4.3 and this Section 4.4. The provisions of this Section 4.4 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers. In no event shall the Warrant Price be reduced to less than the par value per share issuable upon exercise of such Warrant.

4.6 Notices of Changes in Warrant. Upon every adjustment of the Warrant Price or the number of shares issuable upon exercise of a Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the Warrant Price resulting from such adjustment and the increase or decrease, if any, in the number of shares purchasable at such price upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the occurrence of any event specified in Sections 4.1, 4.2, 4.3, 4.4 or 4.5, the Company shall give written notice of the occurrence of such event to each holder of a Warrant, at the last address set forth for such holder in the Warrant Register, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event.

4.7 No Fractional Shares. Notwithstanding any provision contained in this Agreement to the contrary, the Company shall not issue fractional shares upon the exercise of Warrants. If, by reason of any adjustment made pursuant to this Section 4, the holder of any Warrant would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share, the Company shall, upon such exercise, round down to the nearest whole number the number of Ordinary Shares to be issued to such holder.

4.8 Form of Warrant. The form of Warrant need not be changed because of any adjustment pursuant to this Section 4, and Warrants issued after such adjustment may state the same Warrant Price and the same number of shares as is stated in the Warrants initially issued pursuant to this Agreement; provided, however, that the Company may at any time in its sole discretion make any change in the form of Warrant that the Company may deem appropriate and that does not affect the substance thereof, and any Warrant thereafter issued or countersigned, whether in exchange or substitution for an outstanding Warrant or otherwise, may be in the form as so changed.

5. Transfer and Exchange of Warrants.

5.1 Registration of Transfer. The Warrant Agent shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, properly endorsed with signatures properly guaranteed and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Warrant Agent. In the case of certificated Warrants, the Warrants so cancelled shall be delivered by the Warrant Agent to the Company from time to time upon request.

5.2 Procedure for Surrender of Warrants. Warrants may be surrendered to the Warrant Agent, together with a written request for exchange or transfer, and thereupon the Warrant Agent shall issue in exchange therefor one or more new Warrants as requested by the Registered Holder of the Warrants so surrendered, representing an equal aggregate number of Warrants; provided, however, that except as otherwise provided herein or with respect to any Book-Entry Warrant, each Book-Entry Warrant may be transferred only in whole and only to the Depositary, to another nominee of the Depositary, to a successor depository, or to a nominee of a successor depository; provided further, however that in the event that a Warrant surrendered for transfer bears a restrictive legend (as in the case of the Private Placement Warrants), the Warrant Agent shall not cancel such Warrant and issue new Warrants in exchange thereof until the Warrant Agent has received an opinion of counsel for the Company stating that such transfer may be made and indicating whether the new Warrants must also bear a restrictive legend.

5.3 Fractional Warrants. The Warrant Agent shall not be required to effect any registration of transfer or exchange which shall result in the issuance of a warrant certificate or book-entry position for a fraction of a warrant, except as part of the Units.

5.4 Service Charges. No service charge shall be made for any exchange or registration of transfer of Warrants.

5.5 Warrant Execution and Countersignature. The Warrant Agent is hereby authorized to countersign and to deliver, in accordance with the terms of this Agreement, the Warrants required to be issued pursuant to the provisions of this Section 5, and the Company, whenever required by the Warrant Agent, shall supply the Warrant Agent with Warrants duly executed on behalf of the Company for such purpose.

5.6 Transfer of Warrants. Prior to the Detachment Date, the Public Warrants may be transferred or exchanged only together with the Unit in which such Warrant is included, and only for the purpose of effecting, or in conjunction with, a transfer or exchange of such Unit. Furthermore, each transfer of a Unit on the register relating to such Units shall operate also to transfer the Warrants included in such Unit. Notwithstanding the foregoing, the provisions of this Section 5.6 shall have no effect on any transfer of Warrants on and after the Detachment Date.

6. Redemption.

6.1 Redemption of Warrants for Cash. Subject to Section 6.5 hereof, not less than all of the outstanding Warrants may be redeemed, at the option of the Company, at any time during the Exercise Period, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.3 below, at a Redemption Price of $0.01 per Warrant, provided that (a) the Reference Value equals or exceeds $18.00 per share (subject to adjustment in compliance with Section 4 hereof) and (b) there is an effective registration statement covering the issuance of the Ordinary Shares issuable upon exercise of the Warrants, and a current prospectus relating thereto, available throughout the 30-day Redemption Period (as defined in Section 6.3 below).

6.2 Redemption of Warrants for Ordinary Shares. Subject to Section 6.5 hereof, not less than all of the outstanding Warrants may be redeemed, at the option of the Company, at any time during the Exercise Period, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6.3 below, at a Redemption Price of $0.10 per Warrant, provided that (i) the Reference Value equals or exceeds $10.00 per share (subject to adjustment in compliance with Section 4 hereof) and (ii) if the Reference Value is less than $18.00 per share (subject to adjustment in compliance with Section 4 hereof), the Private Placement Warrants are also concurrently called for redemption on the same terms as the outstanding Public Warrants. During the 30-day Redemption Period in connection with a redemption pursuant to this Section 6.2, Registered Holders of the Warrants may elect to exercise their Warrants on a "cashless basis" pursuant to subsection 3.3.1 and receive a number of Ordinary Shares determined by reference to the table below, based on the Redemption Date (calculated for purposes of the table as the period to expiration of the Warrants) and the "Redemption Fair Market Value" (as such term is defined in this Section 6.2) (a "***Make-Whole Exercise***"). Solely for purposes of this Section 6.2, the "***Redemption Fair Market Value***" shall mean the volume weighted average price of the Ordinary Shares for the ten (10) trading days immediately following the date on which notice of redemption pursuant to this Section 6.2 is sent to the Registered Holders. In connection with any redemption pursuant to this Section 6.2, the Company shall provide the Registered Holders with the Redemption Fair Market Value no later than one (1) Business Day after the ten (10) trading day period described above ends.

	Redemption Fair Market Value of Ordinary Shares (period to expiration of warrants)								
Redemption Date	**≤ 10.00**	**11.00**	**12.00**	**13.00**	**14.00**	**15.00**	**16.00**	**17.00**	**≥18.00**
60 months	0.261	0.280	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 Redemption Fair Market Value and Redemption Date may not be set forth in the table above, in which case, if the Redemption 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 Ordinary Shares to be issued for each Warrant exercised in a Make-Whole Exercise shall be determined by a straight-line interpolation between the number of shares set forth for the higher and lower Redemption Fair Market Values and the earlier and later redemption dates, as applicable, based on a 365- or 366-day year, as applicable.

The share prices set forth in the column headings of the table above shall be adjusted as of any date on which the number of shares issuable upon exercise of a Warrant or the Exercise Price is adjusted pursuant to Section 4 hereof. If the number of shares issuable upon exercise of a Warrant is adjusted pursuant to Section 4 hereof, the adjusted share prices in the column headings shall 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 Warrant immediately prior to such adjustment and the denominator of which is the number of shares deliverable upon exercise of a Warrant as so adjusted. The number of shares in the table above shall be adjusted in the same manner and at the same time as the number of shares issuable upon exercise of a Warrant. If the Exercise Price of a warrant is adjusted, (a) in the case of an adjustment pursuant to Section 4.4 hereof, the adjusted share prices in the column headings shall equal the share prices immediately prior to such adjustment multiplied by a fraction, the numerator of which is the higher of the Market Value and the Newly Issued Price and the denominator of which is $10.00 and (b) in the case of an adjustment pursuant to Section 4.1.2 hereof, the adjusted share prices in the column headings shall equal the share prices immediately prior to such adjustment less the decrease in the Exercise Price pursuant to such Exercise Price adjustment. In no event shall the number of shares issued in connection with a Make-Whole Exercise exceed 0.361 Ordinary Shares per Warrant (subject to adjustment).

6.3 Date Fixed for, and Notice of, Redemption; Redemption Price; Reference Value . In the event that the Company elects to redeem the Warrants pursuant to Sections 6.1 or 6.2, the Company shall fix a date for the redemption (the " ***Redemption Date***"). Notice of redemption shall be mailed by first class mail, postage prepaid, by the Company not less than thirty (30) days prior to the Redemption Date (the "***30-day Redemption Period***") to the Registered Holders of the Warrants to be redeemed at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Registered Holder received such notice. As used in this Agreement, (a) "***Redemption Price***" shall mean the price per Warrant at which any Warrants are redeemed pursuant to Sections 6.1 or 6.2 and (b) "***Reference Value***" shall mean the last reported sales price of the Ordinary Shares for any twenty (20) trading days within the thirty (30) trading-day period ending on the third trading day prior to the date on which notice of the redemption is given.

6.4 Exercise After Notice of Redemption . The Warrants may be exercised, for cash (or on a "cashless basis" in accordance with Section 6.2 of this Agreement) at any time after notice of redemption shall have been given by the Company pursuant to Section 6.3 hereof and prior to the Redemption Date. On and after the Redemption Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Redemption Price.

6.5 Exclusion of Private Placement Warrants and Forward Purchase Warrants. The Company agrees that (a) the redemption rights provided in Section 6.1 hereof shall not apply to (x) the Private Placement Warrants if at the time of the redemption such Private Placement Warrants continue to be held by the Sponsor or its Permitted Transferees or (y) the Forward Purchase Warrants if at the time of the redemption such Forward Purchase Warrants continue to be held by the Forward Purchase Investor or its Permitted Transferees, and (b) if the Reference Value equals or exceeds $18.00 per share (subject to adjustment in compliance with Section 4 hereof), the redemption rights provided in Section 6.2 hereof shall not apply to (x) the Private Placement Warrants if at the time of the redemption such Private Placement Warrants continue to be held by the Sponsor or its Permitted Transferees or (y) the Forward Purchase Warrants if at the time of the redemption such Private Placement Warrants continue to be held by the Forward Purchase Investor or its Permitted Transferees. However, once such Private Placement Warrants or Forward Purchase Warrants are transferred (other than to Permitted Transferees in accordance with Section 2.6 hereof), the Company may redeem the Private Placement Warrants and Forward Purchase Warrants pursuant to Section 6.1 or 6.2 hereof, provided that the criteria for redemption are met, including the opportunity of the holder of such Private Placement Warrants and Forward Purchase Warrants to exercise the Private Placement Warrants and Forward Purchase Warrants prior to redemption pursuant to Section 6.4 hereof. Private Placement Warrants and Forward Purchase Warrants that are transferred to persons other than Permitted Transferees shall upon such transfer cease to be Private Placement Warrants or Forward Purchase Warrants, and shall become Public Warrants under this Agreement, including for purposes of Section 9.8 hereof.

7. Other Provisions Relating to Rights of Holders of Warrants .

7.1 No Rights as Shareholder . A Warrant does not entitle the Registered Holder thereof to any of the rights of a shareholder of the Company, including, without limitation, the right to receive dividends, or other distributions, to exercise any preemptive rights to vote or to consent or to receive notice as shareholders in respect of the meetings of shareholders or the election of directors of the Company or any other matter.

7.2 Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone.

7.3 Reservation of Ordinary Shares. The Company shall at all times reserve and keep available a number of its authorized but unissued Ordinary Shares that shall be sufficient to permit the exercise in full of all outstanding Warrants issued pursuant to this Agreement.

7.4 Registration of Ordinary Shares; Cashless Exercise at Company's Option .

7.4.1 Registration of the Ordinary Shares. The Company agrees that as soon as practicable, but in no event later than twenty (20) Business Days after the closing of its initial Business Combination, it shall use its commercially reasonable efforts to file with the Commission a registration statement for the registration, under the Securities Act, of the Ordinary Shares issuable upon exercise of the Warrants. The Company shall use its commercially reasonable efforts to cause the same to become effective within sixty (60) Business Days following the closing of its initial Business Combination and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration or redemption of the Warrants in accordance with the provisions of this Agreement. If any such registration statement has not been declared effective by the sixtieth (60th) Business Day following the closing of the Business Combination, holders of the Warrants shall have the right, during the period beginning on the sixty-first (61st) Business Day after the closing of the Business Combination and ending upon such registration statement being declared effective by the Commission, and during any other period when the Company shall fail to have maintained an effective registration statement covering the issuance of the Ordinary Shares issuable upon exercise of the Warrants, to exercise such Warrants on a "cashless basis," by exchanging the Warrants (in accordance with Section 3(a)(9) of the Securities Act or another exemption) for that number of Ordinary Shares equal to the lesser of (A) the quotient obtained by dividing (x) the product of the number of Ordinary Shares underlying the Warrants, multiplied by the excess of the "Fair Market Value" (as defined below) over the Warrant Price by (y) the Fair Market Value and (B) 0.361. Solely for purposes of this subsection 7.4.1, "***Fair Market Value***" shall mean the volume-weighted average price of the Ordinary Shares as reported during the ten (10) trading day period ending on the trading day prior to the date that notice of exercise is received by the Warrant Agent from the holder of such Warrants or its securities broker or intermediary. The date that notice of

"cashless exercise" is received by the Warrant Agent shall be conclusively determined by the Warrant Agent. In connection with the "cashless exercise" of a Public Warrant, the Company shall, upon request, provide the Warrant Agent with an opinion of counsel for the Company (which shall be an outside law firm with securities law experience) stating that (i) the exercise of the Warrants on a "cashless basis" in accordance with this subsection 7.4.1 is not required to be registered under the Securities Act and (ii) the Ordinary Shares issued upon such exercise shall be freely tradable under United States federal securities laws by anyone who is not an affiliate (as such term is defined in Rule 144 under the Securities Act) of the Company and, accordingly, shall not be required to bear a restrictive legend. Except as provided in subsection 7.4.2, for the avoidance of doubt, unless and until all of the Warrants have been exercised or have expired, the Company shall continue to be obligated to comply with its registration obligations under the first three sentences of this subsection 7.4.1.

7.4.2 Cashless Exercise at Company's Option. If the Ordinary Shares are at the time of any exercise of a Public Warrant not listed on a national securities exchange such that they satisfy the definition of a "covered security" under Section 18(b)(1) of the Securities Act, the Company may, at its option, (i) require holders of Public Warrants who exercise Public Warrants to exercise such Public Warrants on a "cashless basis" in accordance with Section 3(a)(9) of the Securities Act as described in subsection 7.4.1 and (ii) in the event the Company so elects, the Company shall (x) not be required to file or maintain in effect a registration statement for the registration, under the Securities Act, of the Ordinary Shares issuable upon exercise of the Warrants, notwithstanding anything in this Agreement to the contrary, and (y) use its commercially reasonable efforts to register or qualify for sale the Ordinary Shares issuable upon exercise of the Public Warrant under applicable blue sky laws to the extent an exemption is not available.

8. Concerning the Warrant Agent and Other Matters.

8.1 Payment of Taxes. The Company shall from time to time promptly pay all taxes and charges that may be imposed upon the Company or the Warrant Agent in respect of the issuance or delivery of Ordinary Shares upon the exercise of the Warrants, but the Company shall not be obligated to pay any transfer taxes in respect of the Warrants or such shares.

8.2 Resignation, Consolidation, or Merger of Warrant Agent.

8.2.1 Appointment of Successor Warrant Agent. The Warrant Agent, or any successor to it hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent in place of the Warrant Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by the Warrant Agent or by the holder of a Warrant (who shall, with such notice, submit his, her or its Warrant for inspection by the Company), then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a corporation or other entity organized and existing under the laws of the State of New York, in good standing and having its principal office in the United States of America, and authorized under such laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent with like effect as if originally named as Warrant Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent shall execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent all such authority, powers, rights, immunities, duties, and obligations.

8.2.2 Notice of Successor Warrant Agent. In the event a successor Warrant Agent shall be appointed, the Company shall give notice thereof to the predecessor Warrant Agent and the Transfer Agent for the Ordinary Shares not later than the effective date of any such appointment.

8.2.3 Merger or Consolidation of Warrant Agent. Any entity into which the Warrant Agent may be merged or with which it may be consolidated or any entity resulting from any merger or consolidation to which the Warrant Agent shall be a party shall be the successor Warrant Agent under this Agreement without any further act.

8.3 Fees and Expenses of Warrant Agent.

8.3.1 Remuneration. The Company agrees to pay the Warrant Agent reasonable remuneration for its services as such Warrant Agent hereunder and shall, pursuant to its obligations under this Agreement, reimburse the Warrant Agent upon demand for all expenditures that the Warrant Agent may reasonably incur in the execution of its duties hereunder.

8.3.2 Further Assurances. The Company agrees to perform, execute, acknowledge, and deliver or cause to be performed, executed, acknowledged, and delivered all such further and other acts, instruments, and assurances as may reasonably be required by the Warrant Agent for the carrying out or performing of the provisions of this Agreement.

8.4 Liability of Warrant Agent.

8.4.1 Reliance on Company Statement. Whenever in the performance of its duties under this Agreement, the Warrant Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Chairman of the Board and Chief Executive Officer of the Company and delivered to the Warrant Agent. The Warrant Agent may rely upon such statement for any action taken or suffered in good faith by it pursuant to the provisions of this Agreement.

8.4.2 Indemnity. The Warrant Agent shall be liable hereunder only for its own gross negligence, willful misconduct, fraud or bad faith. The Company agrees to indemnify the Warrant Agent and save it harmless against any and all liabilities, including judgments, out-of-pocket costs and reasonable outside counsel fees, for anything done or omitted by the Warrant Agent in the execution of this Agreement, except as a result of the Warrant Agent's gross negligence, willful misconduct, fraud or bad faith.

8.4.3 Exclusions. The Warrant Agent shall have no responsibility with respect to the validity of this Agreement or with respect to the validity or execution of any Warrant (except its countersignature thereof). The Warrant Agent shall not be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Warrant. The Warrant Agent shall not be responsible to make any adjustments

required under the provisions of Section 4 hereof or responsible for the manner, method, or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment; nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Ordinary Shares to be issued pursuant to this Agreement or any Warrant or as to whether any Ordinary Shares shall, when issued, be valid and fully paid and nonassessable.

8.5 Acceptance of Agency. The Warrant Agent hereby accepts the agency established by this Agreement and agrees to perform the same upon the terms and conditions herein set forth and among other things, shall account promptly to the Company with respect to Warrants exercised and concurrently account for, and pay to the Company, all monies received by the Warrant Agent for the purchase of Ordinary Shares through the exercise of the Warrants.

8.6 Waiver. The Warrant Agent has no right of set-off or any other right, title, interest or claim of any kind (" ***Claim***") in, or to any distribution of, the Trust Account (as defined in that certain Investment Management Trust Agreement, dated as of the date hereof, by and between the Company and Continental Stock Transfer & Trust Company as trustee thereunder) and hereby agrees not to seek recourse, reimbursement, payment or satisfaction for any Claim against the Trust Account for any reason whatsoever. The Warrant Agent hereby waives any and all Claims against the Trust Account and any and all rights to seek access to the Trust Account.

9. Miscellaneous Provisions.

9.1 Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Warrant Agent shall bind and inure to the benefit of their respective successors and assigns.

9.2 Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

L Catterton Asia Acquisition Corp
8 Marina View, Asia Square Tower 1
#41-03, Singapore 018960
Attn: James Steinthal
Email: Jim.Steinthal@lcatterton.com

with a copy to:

Kirkland& Ellis International LLP
26th Floor, Gloucester Tower, The Landmark
15 Queen's Road, Central, Hong Kong
Attn: Benjamin W. James
E-mail: ben.james@kirkland.com

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company
One State Street, 30th Floor
New York, NY 10004
Attention: Compliance Department

9.3 Applicable Law and Exclusive Forum. The validity, interpretation, and performance of this Agreement and of the Warrants shall be governed in all respects by the laws of the State of New York. Subject to applicable law, the Company hereby agrees that any action, proceeding or claim against it arising out of or relating in any way to this Agreement shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive forum for any such action, proceeding or claim. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Notwithstanding the foregoing, the provisions of this paragraph will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

Any person or entity purchasing or otherwise acquiring any interest in the Warrants shall be deemed to have notice of and to have consented to the forum provisions in this Section 9.3. If any action, the subject matter of which is within the scope the forum provisions above, is filed in a court other than a court located within the State of New York or the United States District Court for the Southern District of New York (a "***foreign action***") in the name of any warrant holder, such warrant holder shall be deemed to have consented to: (x) the personal jurisdiction of the state and federal courts located within the State of New York or the United States District Court for the Southern District of New York in connection with any action brought in any such court to enforce the forum provisions (an "***enforcement action***"), and (y) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder's counsel in the foreign action as agent for such warrant holder.

9.4 Persons Having Rights under this Agreement. Nothing in this Agreement shall be construed to confer upon, or give to, any person, corporation or other entity other than the parties hereto and the Registered Holders of the Warrants any right, remedy, or claim under or by reason of this Agreement or of any covenant, condition, stipulation, promise, or agreement hereof. All covenants, conditions, stipulations, promises, and agreements contained in this Agreement shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Holders of the Warrants.

9.5 Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the United States of America, for inspection by the Registered Holder of any Warrant. The Warrant Agent may require any such holder to submit such holder's Warrant for inspection by the Warrant Agent.

9.6 Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

9.7 Effect of Headings. The section headings herein are for convenience only and are not part of this Agreement and shall not affect the interpretation thereof.

9.8 Amendments. This Agreement may be amended by the parties hereto without the consent of any Registered Holder for the purpose of (i) curing any ambiguity or correcting any mistake, including to conform the provisions hereof to the description of the terms of the Warrants and this Agreement set forth in the Prospectus, or defective provision contained herein, (ii) amending the definition of "Ordinary Cash Dividend" as contemplated by and in accordance with the second sentence of subsection 4.1.2 or (iii) adding or changing any provisions with respect to matters or questions arising under this Agreement as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the rights of the Registered Holders under this Agreement. All other modifications or amendments, including any modification or amendment to increase the Warrant Price or shorten the Exercise Period and any amendment to the terms of only the Private Placement Warrants, shall require the vote or written consent of the Registered Holders of 65% of the then-outstanding Public Warrants and, solely with respect to any amendment to the terms of the Private Placement Warrants or any provision of this Agreement with respect to the Private Placement Warrants, 65% of the then-outstanding Private Placement Warrants, and, solely with respect to any amendment to the terms of the Forward Purchase Warrants or any provision of this Agreement with respect to the Forward Purchase Warrants, 65% of the then-outstanding Forward Purchase Warrants. Notwithstanding the foregoing, the Company may lower the Warrant Price or extend the duration of the Exercise Period pursuant to Sections 3.1 and 3.2, respectively, without the consent of the Registered Holders.

9.9 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

Exhibit A — Form of Warrant Certificate

Exhibit B — Legend

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

L CATTERTON ASIA ACQUISITION CORP

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

CONTINENTAL STOCK TRANSFER & TRUST COMPANY,
as Warrant Agent

By: /s/ Isaac Kagan
Name: Isaac Kagan
Title: Vice President

[Signature Page to Warrant Agreement]

EXHIBIT A
[FACE]

Number

Warrants
THIS WARRANT SHALL BE VOID IF NOT EXERCISED PRIOR TO THE EXPIRATION OF THE EXERCISE PERIOD PROVIDED FOR IN THE WARRANT AGREEMENT DESCRIBED BELOW

L Catterton Asia Acquisition Corp *Incorporated Under the Laws of the Cayman Islands*

CUSIP [·]

Warrant Certificate

This Warrant Certificate certifies that [·], or registered assigns, is the registered holder of [ ] warrant(s) (the "***Warrants***" and each, a "***Warrant***") to purchase Class A ordinary shares, $0.0001 par value per share (the "***Ordinary Shares***"), of L Catterton Asia Acquisition Corp, a Cayman Islands exempted company (the "***Company***"). Each Warrant entitles the holder, upon exercise during the period set forth in the Warrant Agreement referred to below, to receive from the Company that number of fully paid and nonassessable Ordinary Shares as set forth below, at the exercise price (the "***Exercise Price***") as determined pursuant to the Warrant Agreement, payable in lawful money (or through " ***cashless exercise***" as provided for in the Warrant Agreement) of the United States of America upon surrender of this Warrant Certificate and payment of the Exercise Price at the office or agency of the Warrant Agent referred to below, subject to the conditions set forth herein and in the Warrant Agreement. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Each whole Warrant is initially exercisable for one fully paid and non-assessable Ordinary Share. Fractional shares shall not be issued upon exercise of any Warrant. If, upon the exercise of Warrants, a holder would be entitled to receive a fractional interest in an Ordinary Share, the Company shall, upon exercise, round down to the nearest whole number the number of Ordinary Shares to be issued to the Warrant holder. The number of Ordinary Shares issuable upon exercise of the Warrants is subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

The initial Exercise Price per one Ordinary Share for any Warrant is equal to $11.50 per share. The Exercise Price is subject to adjustment upon the occurrence of certain events as set forth in the Warrant Agreement.

Subject to the conditions set forth in the Warrant Agreement, the Warrants may be exercised only during the Exercise Period and to the extent not exercised by the end of such Exercise Period, such Warrants shall become void. The Warrants may be redeemed, subject to certain conditions as set forth in the Warrant Agreement.

Reference is hereby made to the further provisions of this Warrant Certificate set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Warrant Certificate shall not be valid unless countersigned by the Warrant Agent, as such term is used in the Warrant Agreement. This Warrant Certificate shall be governed by and construed in accordance with the internal laws of the State of New York.

L Catterton Asia Acquisition Corp

By: _____
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

CONTINENTAL STOCK TRANSFER & TRUST COMPANY,
AS WARRANT AGENT

By: _____
Name:
Title:

[Form of Warrant Certificate]
[Reverse]

The Warrants evidenced by this Warrant Certificate are part of a duly authorized issue of Warrants entitling the holder on exercise to receive [ ] Ordinary Shares and are issued or to be issued pursuant to a Warrant Agreement dated as of **[•]**, 2021 (the "***Warrant Agreement***"), duly executed and delivered by the Company to Continental Stock Transfer & Trust Company, a New York limited purpose trust company, as warrant agent (the "***Warrant Agent***"), which Warrant Agreement is hereby incorporated by reference in and made a part of this instrument and is hereby referred to for a description of the rights, limitation of rights, obligations, duties and immunities thereunder of the Warrant Agent, the Company and the holders (the words "***holders***" or "***holder***" meaning the Registered Holders or Registered Holder, respectively) of the Warrants. A copy of the Warrant Agreement may be obtained by the holder hereof upon written request to the Company. Defined terms used in this Warrant Certificate but not defined herein shall have the meanings given to them in the Warrant Agreement.

Warrants may be exercised at any time during the Exercise Period set forth in the Warrant Agreement. The holder of Warrants evidenced by this Warrant Certificate may exercise them by surrendering this Warrant Certificate, with the form of Election to Purchase set forth hereon properly completed and executed, together with payment of the Exercise Price as specified in the Warrant Agreement (or through "*cashless exercise*" as provided for in the Warrant Agreement) at the principal corporate trust office of the Warrant Agent. In the event that upon any exercise of Warrants evidenced hereby the number of Warrants exercised shall be less than the total number of Warrants evidenced hereby, there shall be issued to the holder hereof, or his, her or its assignee, a new Warrant Certificate evidencing the number of Warrants not exercised.

Notwithstanding anything else in this Warrant Certificate or the Warrant Agreement, no Warrant may be exercised unless at the time of exercise (i) a registration statement covering the issuance of the Ordinary Shares to be issued upon exercise is effective under the Securities Act and (ii) a prospectus thereunder relating to the Ordinary Shares is current, except through "*cashless exercise*" as provided for in the Warrant Agreement.

The Warrant Agreement provides that upon the occurrence of certain events the number of Ordinary Shares issuable upon exercise of the Warrants set forth on the face hereof may, subject to certain conditions, be adjusted. If, upon exercise of a Warrant, the holder thereof would be entitled to receive a fractional interest in an Ordinary Share, the Company shall, upon exercise, round down to the nearest whole number of Ordinary Shares to be issued to the holder of the Warrant.

Warrant Certificates, when surrendered at the principal corporate trust office of the Warrant Agent by the Registered Holder thereof in person or by legal representative or attorney duly authorized in writing, may be exchanged, in the manner and subject to the limitations provided in the Warrant Agreement, but without payment of any service charge, for another Warrant Certificate or Warrant Certificates of like tenor evidencing in the aggregate a like number of Warrants.

Upon due presentation for registration of transfer of this Warrant Certificate at the office of the Warrant Agent, a new Warrant Certificate or Warrant Certificates of like tenor and evidencing in the aggregate a like number of Warrants shall be issued to the transferee(s) in exchange for this Warrant Certificate, subject to the limitations provided in the Warrant Agreement, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company and the Warrant Agent may deem and treat the Registered Holder(s) hereof as the absolute owner(s) of this Warrant Certificate (notwithstanding any notation of ownership or other writing hereon made by anyone), for the purpose of any exercise hereof, of any distribution to the holder(s) hereof, and for all other purposes, and neither the Company nor the Warrant Agent shall be affected by any notice to the contrary. Neither the Warrants nor this Warrant Certificate entitles any holder hereof to any rights of a shareholder of the Company.

Election to Purchase
(To Be Executed Upon Exercise of Warrant)

The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, to receive [ ] Ordinary Shares and herewith tenders payment for such Ordinary Shares to the order of L Catterton Asia Acquisition Corp (the "***Company***") in the amount of $[ ] in accordance with the terms hereof. The undersigned requests that the register of members of the Company be updated to reflect the issuance of such Ordinary Shares in the name of the undersigned and a certificate for such Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Ordinary Shares be delivered to [ ], whose address is [ ]. If said [ ] number of Ordinary Shares is less than all of the Ordinary Shares purchasable hereunder, the undersigned requests that a new Warrant Certificate representing the remaining balance of such Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

In the event that the Warrant has been called for redemption by the Company pursuant to Section 6.2 of the Warrant Agreement and a holder thereof elects to exercise its Warrant pursuant to a Make-Whole Exercise, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) or Section 6.2 of the Warrant Agreement, as applicable.

In the event that the Warrant is a Private Placement Warrant that is to be exercised on a "cashless" basis pursuant to subsection 3.3.1(c) of the Warrant Agreement, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with subsection 3.3.1(c) of the Warrant Agreement.

In the event that the Warrant is to be exercised on a "cashless" basis pursuant to Section 7.4 of the Warrant Agreement, the number of Ordinary Shares that this Warrant is exercisable for shall be determined in accordance with Section 7.4 of the Warrant Agreement.

In the event that the Warrant may be exercised, to the extent allowed by the Warrant Agreement, through cashless exercise (i) the number of Ordinary Shares that this Warrant is exercisable for would be determined in accordance with the relevant section of the Warrant Agreement which allows for such cashless exercise and (ii) the holder hereof shall complete the following: The undersigned hereby irrevocably elects to exercise the right, represented by this Warrant Certificate, through the cashless exercise provisions of the Warrant Agreement, to receive Ordinary Shares. If said number of shares is less than all of the Ordinary Shares purchasable hereunder (after giving effect to the cashless exercise), the undersigned requests that a new Warrant Certificate representing the remaining balance of such Ordinary Shares be registered in the name of [ ], whose address is [ ] and that such Warrant Certificate be delivered to [ ], whose address is [ ].

[Signature Page Follows]

Date: [ ], 20

(Signature)
(Address)
(Tax Identification Number)

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED).

EXHIBIT B
LEGEND

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. IN ADDITION, SUBJECT TO ANY ADDITIONAL LIMITATIONS ON TRANSFER DESCRIBED IN THE LETTER AGREEMENT BY AND AMONG L CATTERTON ASIA ACQUISITION CORP (THE "***COMPANY***"), LCA ACQUISITION SPONSOR, LP AND THE OTHER PARTIES THERETO, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD OR TRANSFERRED PRIOR TO THE DATE THAT IS THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE COMPANY COMPLETES ITS INITIAL BUSINESS COMBINATION (AS DEFINED IN SECTION 3 OF THE WARRANT AGREEMENT REFERRED TO HEREIN) EXCEPT TO A PERMITTED TRANSFEREE (AS DEFINED IN SECTION 2 OF THE WARRANT AGREEMENT) WHO AGREES IN WRITING WITH THE COMPANY TO BE SUBJECT TO SUCH TRANSFER PROVISIONS.

SECURITIES EVIDENCED BY THIS CERTIFICATE AND CLASS A ORDINARY SHARES OF THE COMPANY ISSUED UPON EXERCISE OF SUCH SECURITIES SHALL BE ENTITLED TO REGISTRATION RIGHTS UNDER A REGISTRATION AND SHAREHOLDER RIGHTS AGREEMENT TO BE EXECUTED BY THE COMPANY.

NO. [ ] WARRANT

Exhibit 4.7

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT (this " Agreement"), is made and entered into as of _____, 2023, by and among L Catterton Asia Acquisition Corp, a Cayman Islands exempted company ("SPAC"), Lotus Technology Inc., a Cayman Islands exempted company (the "Company"), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (in such capacity, the " Warrant Agent"). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Warrant Agreement (as defined below) (and if such term is not defined in the Warrant Agreement, then the Merger Agreement (as defined below)).

WHEREAS, SPAC and the Warrant Agent are parties to that certain Warrant Agreement, dated March 10, 2021 (as amended, including without limitation by this Agreement, the "Warrant Agreement"), pursuant to which the Warrant Agent agreed to act as SPAC's warrant agent with respect to the issuance, registration, transfer, exchange, redemption and exercise of (i) warrants to purchase ordinary shares of SPAC issued in SPAC's initial public offering ("IPO") (the "Public Warrants"), (ii) warrants to purchase ordinary shares of SPAC acquired by LCA Acquisition Sponsor, LP (the " Sponsor"), in a private placement concurrent with IPO (the "Private Placement Warrants"), and (iii) warrants to purchase ordinary shares issuable to the Sponsor or an affiliate of the Sponsor or certain officers and directors of SPAC upon conversion of up to $1,500,000 of working capital loans (the "Working Capital Warrants", and together with the Public Warrants and the Private Placement Warrants, in each case, as amended, including without limitation by this Agreement, the "Warrants");

WHEREAS, on January 31, 2023, (i) SPAC, (ii) the Company, (iii) Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Merger Sub 1"), and (iv) Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Merger Sub 2"), entered into an agreement and plan of merger (as may be amended, modified or supplemented from time to time in accordance with its terms, the "Merger Agreement");

WHEREAS, pursuant to the Merger Agreement, upon the consummation of the transactions contemplated thereby (the " Closing"), among other matters and subject to the terms and conditions thereof, (a) Merger Sub 1 will merge with and into SPAC (the "First Merger"), with SPAC being the surviving entity, and (b) immediately following the First Merger and as part of the same overall transaction as the First Merger, SPAC, in its capacity as the surviving entity of the First Merger, will merge with and into Merger Sub 2 (the "Second Merger" and together with the First Merger, collectively, the "Mergers"), with Merger Sub 2 being the surviving entity, and as a result of which, among other matters, (i) Merger Sub 2, in its capacity as the surviving entity of the Second Merger, shall remain a wholly-owned Subsidiary of the Company and (ii) each SPAC Class A Ordinary Share (which includes each SPAC Class A Ordinary Share (A) issued in connection with the SPAC Class B Conversion and (B) held as a result of the Unit Separation) immediately prior to the effective time of the First Merger (the "Effective Time") shall automatically be cancelled and cease to exist in exchange for the right to receive one newly issued, fully paid and non-assessable ordinary shares, par value $0.00001 per share, of the Company (together with any other securities of the Company or any successor entity issued in consideration of (including as a stock split, dividend or distribution) or in exchange for any of such securities, the "Company Ordinary Shares"), all upon the terms and subject to the conditions set forth in the Merger Agreement and in accordance with the provisions of applicable law;

WHEREAS, upon consummation of the Mergers, as provided in the Merger Agreement and Section 4.5 of the Warrant Agreement, each of the issued and outstanding Warrants will no longer be exercisable for SPAC Ordinary Shares (as defined in the Merger Agreement) but instead will be exercisable (subject to the terms and conditions of the Warrant Agreement as amended hereby) for the same number of Company Ordinary Shares at the same exercise price per share;

WHEREAS, the Company Ordinary Shares constitute an Alternative Issuance as defined in said Section 4.5 of the Warrant Agreement;

WHEREAS, all references to "Ordinary Shares" in the Warrant Agreement (including all Exhibits thereto) shall mean the Company Ordinary Shares;

WHEREAS, the board of directors of SPAC has determined that the consummation of the transactions contemplated by the Merger Agreement will constitute a Business Combination (as defined in the Warrant Agreement);

WHEREAS, in connection with the Mergers, SPAC desires to assign all of its right, title and interest in the Warrant Agreement to the Company, and the Company wishes to accept such assignment and assume all the liabilities and obligations of SPAC under the Warrant Agreement with the same force and effect as if the Company were initially a party to the Warrant Agreement; and

WHEREAS, Section 9.8 of the Warrant Agreement provides that SPAC and the Warrant Agent may amend the Warrant Agreement without the consent of any Registered Holders as the parties may deem necessary or desirable and that the parties deem shall not adversely affect the interests of the Registered Holders under the Warrant Agreement.

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

1. Assignment and Assumption; Consent.

1.1 Assignment and Assumption. SPAC hereby assigns to the Company all of SPAC's right, title and interest in and to the Warrant Agreement and the Warrants (each as amended hereby) as of the Effective Time. The Company hereby assumes, and agrees to pay, perform, satisfy and discharge in full, as the same become due, all of SPAC's liabilities and obligations under the Warrant Agreement and the Warrants (each as amended hereby) arising from and after the Effective Time with the same force and effect as if the Company were initially a party to the Warrant Agreement.

1.2 Consent. The Warrant Agent hereby consents to (i) the assignment of the Warrant Agreement and the Warrants by SPAC to the Company pursuant to Section 1.1 and the assumption of the Warrant Agreement and the Warrants by the Company from SPAC pursuant to Section 1.1, in each case effective as of the Effective Time, and (ii) the continuation of the Warrant Agreement and Warrants, in full force and effect from and after the Effective Time, subject at all times to the Warrant Agreement and Warrants (each as amended hereby) and to all of the provisions, covenants, agreements, terms and conditions of the Warrant Agreement and this Agreement.

2. **Amendment of Warrant Agreement**. The parties hereto hereby agree to the following amendments to the Warrant Agreement as provided in this Section 2 effective from the Effective Time, and acknowledge and agree that the amendments to the Warrant Agreement set forth in this Section 2 (i) are necessary and desirable and do not adversely affect the rights of the Registered Holders under the Warrant Agreement and (ii) are to provide for the delivery of Alternative Issuance pursuant to Section 4.5 of the Warrant Agreement (in connection with the Mergers and the transactions contemplated by the Merger Agreement).

2.1 Preamble and References to the "Company". The preamble of the Warrant Agreement is hereby amended by deleting "L Catterton Asia Acquisition Corp" and replacing it with "Lotus Technology Inc.". As a result thereof, all references to the "Company" in the Warrant Agreement (including all exhibits thereto) shall be amended such that they refer to the Company rather than SPAC.

2.2 Recitals. The recitals on pages one and two of the Warrant Agreement are hereby deleted and replaced in their entirety as follows:

"WHEREAS, on March 10, 2021, L Catterton Asia Acquisition Corp. (" ***LCAA***") entered into that certain Private Placement Warrants Purchase Agreement with LCA Acquisition Sponsor, LP, a Cayman Islands exempted limited partnership (the " ***Sponsor***"), pursuant to which the Sponsor agreed to purchase an aggregate of 5,000,000 warrants (or up to 5,500,000 warrants if the Over-allotment Option (as defined below) in connection with the Offering (as defined below) is exercised in full) simultaneously with the closing of the Offering (and the closing of the Over-allotment Option, if applicable) bearing the legend set forth in Exhibit B hereto (the "***Private Placement Warrants***") at a purchase price of $1.50 per Private Placement Warrant; and

WHEREAS, in order to finance LCAA's transaction costs in connection with an intended initial merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination, involving the Company and one or more businesses, the Sponsor or an affiliate of the Sponsor or certain of LCAA's officers and directors could, but were not obligated to, loan LCAA funds as LCAA required, of which up to $1,500,000 of such loans may be convertible into up to an additional 1,000,000 Private Placement Warrants at a price of $1.50 per Private Placement Warrant (the "***Working Capital Warrants***"); and

WHEREAS, LCAA consummated an initial public offering (the " ***Offering***") of units of LCAA's equity securities, each such unit comprised of one Class A ordinary share and one-third of one Public Warrant (as defined below) (the " ***Units***") and, in connection therewith, issued and delivered up to 9,583,333 warrants (including up to 1,250,000 warrants subject to the Over-allotment Option) to public investors in the Public Offering (the "***Public Warrants***" and together with the Private Placement Warrants and Working Capital Warrants, the " ***LCAA Warrants***"). Each whole LCAA Warrant entitles the holder thereof to purchase one Class A ordinary share of LCAA for $11.50 per share, subject to adjustment. Only whole warrants are exercisable; and

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WHEREAS, LCAA has filed with the Securities and Exchange Commission (the " ***Commission***") a registration statement on Form S-1, File No. 333-253334 and a prospectus (the "***Prospectus***"), for the registration, under the Securities Act of 1933, as amended (the "***Securities Act***"), of the Units, and the Public Warrants and the Class A ordinary shares included in the Units; and

WHEREAS, on January 31, 2023, (i) LCAA, (ii) the Company, (iii) Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("***Merger Sub 1***"), and (iv) Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("***Merger Sub 2***"), entered into that certain Agreement and Plan of Merger (as may be amended, modified or supplemented from time to time in accordance with its terms, the " ***Merger Agreement***") and, as a result, all Class A ordinary shares of LCAA shall be exchanged for the right to receive ordinary shares, par value $0.00001 per share, of the Company ("***Company Ordinary Shares***"); and

WHEREAS, pursuant to the Merger Agreement and Section 4.5 of this Agreement, immediately after the First Effective Time (as defined in the Merger Agreement), each of the issued and outstanding LCAA Warrants will no longer be exercisable for Class A ordinary share of LCAA but instead will become exercisable (subject to the terms and conditions of this Agreement) for Company Ordinary Shares (each a "***Warrant***" and collectively, the "***Warrants***"); and

WHEREAS, the Company desires the Warrant Agent to act on behalf of the Company, and the Warrant Agent is willing to so act, in connection with the issuance, registration, transfer, exchange, redemption and exercise of the Warrants; and

WHEREAS, the Company desires to provide for the form and provisions of the Warrants, the terms upon which they shall be issued and exercised, and the respective rights, limitation of rights, and immunities of the Company, the Warrant Agent, and the holders of the Warrants; and

WHEREAS, all acts and things have been done and performed which are necessary to make the Warrants, when executed on behalf of the Company and countersigned by or on behalf of the Warrant Agent, as provided herein, the valid, binding and legal obligations of the Company, and to authorize the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:"

2.3 Detachability of Warrants. Section 2.4 of the Warrant Agreement is hereby deleted and replaced with the following: "[INTENTIONALLY OMITTED]"

2.4 References to "Ordinary Shares". All references to "Ordinary Shares" in the Warrant Agreement (including all Exhibits thereto) shall be amended such that they refer to Company Ordinary Shares.

2.5 References to Business Combination. All references to "Business Combination" in the Warrant Agreement (including all Exhibits thereto) shall be references to the transactions contemplated by the Merger Agreement, and references to "the completion of the Business Combination" and all variations thereof in the Warrant Agreement (including all Exhibits thereto) shall be references to the closing of the transactions contemplated by the Merger Agreement.

2.6 Notices. Section 9.2 of the Warrant Agreement is hereby deleted and replaced with the following:

"Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

Lotus Technology Inc.

No. 800 Century Avenue
Pudong District
Shanghai 200120, People's Republic of China
Attention: Chief Financial Officer
E-mail: Alexious.Lee@lotuscars.com.cn

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

Skadden, Arps, Slate, Meagher & Flom LLP
30/F, China World Office 2
No. 1, Jian Guo Men Wai Avenue
Beijing 100004, China
Attn: Peter X. Huang
Email: peter.huang@skadden.com

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company
One State Street, 30th Floor
New York, NY 10004
Attention: Compliance Department"

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3. Miscellaneous Provisions.

3.1 Effectiveness. Notwithstanding anything to the contrary contained herein, this Agreement shall be expressly subject to the occurrence of and only become effective upon the Closing. In the event that the Merger Agreement is terminated for any reason in accordance with its terms prior to the Closing, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate and be of no further force or effect.

3.2 Miscellaneous. Except as expressly provided in this Agreement, all of the terms and provisions in the Warrant Agreement are and shall remain in full force and effect, on the terms and subject to the conditions set forth therein. This Agreement does not constitute, directly or by implication, an amendment or waiver of any provision of the Warrant Agreement, or any other right, remedy, power or privilege of any party thereto, except as expressly set forth herein. Any reference to the Warrant Agreement in the Warrant Agreement or any other agreement, document, instrument or certificate entered into or issued in connection therewith, shall hereinafter mean the Warrant Agreement as the case may be, as amended by this Agreement (or as such agreement may be further amended or modified in accordance with the terms thereof). The terms of this Agreement shall be governed by, enforced and construed and interpreted in a manner consistent with the provisions of the Warrant Agreement, as it applies to the amendments to the Warrant Agreement herein, including without limitation Section 9 of the Warrant Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

L CATTERTON ASIA ACQUISITION CORP, as SPAC

By: _____
Name:
Title:

[*Signature Page to Assignment, Assumption and Amendment Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LOTUS TECHNOLOGY INC., as the Company

By: _____
Name:
Title:

[*Signature Page to Assignment, Assumption and Amendment Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CONTINENTAL STOCK TRANSFER & TRUST COMPANY, as Warrant Agent

By: _____
Name:
Title:

[*Signature Page to Assignment, Assumption and Amendment Agreement*]

Exhibit 4.8

REGISTRATION AND SHAREHOLDER RIGHTS AGREEMENT

THIS REGISTRATION AND SHAREHOLDER RIGHTS AGREEMENT (this *"**Agreement**"),* dated as of March 10, 2021, is made and entered into by and among L Catterton Asia Acquisition Corp, a Cayman Islands exempted company (the *"**Company**"),* LCA Acquisition Sponsor, LP, a Cayman Islands exempted limited partnership (the *"**Sponsor**"),* and the undersigned parties listed under Holder on the signature page hereto (each such party, together with the Sponsor and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 6.2 of this Agreement, a *"**Holder**"* and collectively the *"**Holders**").*

RECITALS

WHEREAS, the Sponsor currently owns 7,187,500 Class B ordinary shares of the Company, par value $0.0001 per share (the *"**Class B Ordinary Shares**"*);

WHEREAS, the Class B Ordinary Shares are convertible into the Company's Class A ordinary shares, par value $0.0001 per share (the *"**Ordinary Shares**"),* at the time of the initial Business Combination on a one-for-one basis, subject to adjustment, on the terms and conditions provided in the Company's amended and restated memorandum and articles of association, as may be amended from time to time;

WHEREAS, on March 10, 2021, the Company and the Sponsor entered into that certain Private Placement Warrants Purchase Agreement, pursuant to which the Sponsor agreed to purchase 5,000,000 warrants (with or without the exercise of the Underwriter's (as defined below) option to purchase additional units in connection with the Company's initial public offering) (the *"**Private Placement Warrants**"),* in a private placement transaction occurring simultaneously with the closing of the Company's initial public offering;

WHEREAS, in order to finance the Company's transaction costs in connection with an intended Business Combination (as defined below), the Sponsor or an affiliate of the Sponsor or certain of the Company's officers or directors may, but are not obligated to, loan the Company funds as the Company may require, of which up to $1,500,000 of such loans may be convertible into an additional 1,000,000 Private Placement Warrants (the *"**Working Capital Warrants**"*); and

WHEREAS, the Company and the Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement.

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

ARTICLE 1
DEFINITIONS

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

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

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

"***Board***" shall mean the Board of Directors of the Company.

"***Business Combination***" shall mean any merger, share exchange, asset acquisition, share purchase, reorganization or other similar business combination with one or more businesses, involving the Company.

"***Class B Ordinary Shares***" shall have the meaning given in the Recitals hereto.

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

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

"***Demand Registration***" shall have the meaning given in subsection 2.1.1.

"***Demanding Holder***" shall have the meaning given in subsection 2.1.1.

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

"***Extension Warrants***" shall mean the Warrants issued to Holders as a result of the conversion of loans made by the Holders or their designees to the Company to extend the period of time of the Company has to consummate a Business Combination.

"***Form S-1***" shall have the meaning given in subsection 2.1.1.

"***Form S-3***" shall have the meaning given in subsection 2.3.1.

"***Founder Shares***" shall mean the Class B Ordinary Shares and shall be deemed to include the Ordinary Shares issuable upon conversion thereof.

"***Founder Shares Lock-up Period***" shall mean, with respect to the Founder Shares, the period ending on the earlier of (A) one year after the completion of the Company's initial Business Combination and (B) subsequent to the Business Combination, (x) if the closing price of the Ordinary Shares equals or exceeds $12.00 per share (as adjusted for share subdivisions, share capitalizations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Company's initial Business Combination or (y) the date on which the Company completes a liquidation, merger, share exchange, reorganization or other similar transaction that results in all of the Company's shareholders having the right to exchange their Ordinary Shares for cash, securities or other property.

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

"***Insider Letter***" shall mean that certain letter agreement, dated as of the date hereof, by and among the Company, the Sponsor and each of the Company's officers, directors and director nominees.

"***Maximum Number of Securities***" shall have the meaning given in subsection 2.1.4.

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

"***Nominee***" is defined in Section 5.1.

"***Ordinary Shares***" shall have the meaning given in the Recitals hereto.

"***Permitted Transferees***" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Founder Shares Lock-up Period, Private Placement Lock-up Period or any other lock-up period, as the case may be, under the Insider Letter, the Private Placement Warrants Purchase Agreement, this Agreement and any other applicable agreement between such Holder and the Company, and to any transferee thereafter.

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

"***Private Placement Lock-up Period***" shall mean, with respect to Private Placement Warrants that are held by the initial purchasers of such Private Placement Warrants or their Permitted Transferees, and any of the Ordinary Shares issued or issuable upon the exercise or conversion of the Private Placement Warrants and that are held by the initial purchasers of the Private Placement Warrants or their Permitted Transferees, the period ending 30 days after the completion of the Company's initial Business Combination.

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

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

"***Pro Rata***" shall have the meaning given in subsection 2.1.4.

"***Registrable Security***" shall mean (a) the Founder Shares (including any Ordinary Shares or other equivalent equity security issued or issuable upon the conversion of any such Founder Shares or exercisable for Ordinary Shares), (b) the Private Placement Warrants (including any Ordinary Shares issued or issuable upon the exercise of any such Private Placement Warrants), (c) the Working Capital Warrants (including any Ordinary Shares issued or issuable upon the conversion of working capital loans), (d) the Extension Warrants (including any Ordinary Shares issued or issuable upon the conversion of such warrants), if applicable, (e) any outstanding Ordinary Shares or any other equity security (including the Ordinary Shares issued or issuable upon the exercise of any other equity security) of the Company held by a Holder as of the date of this Agreement, and (f) any other equity security of the Company issued or issuable with respect to any such Ordinary Shares by way of a share capitalization or share subdivision or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; or (iv) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

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

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Ordinary Shares are then listed;

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

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company;

(E) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(F) reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders initiating a Demand Registration to be registered for offer and sale in the applicable Registration or the Takedown Requesting Holder initiating an Underwritten Shelf Takedown.

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"***Requesting Holder***" shall have the meaning given in subsection 2.1.1.

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

"***Shelf***" shall have the meaning given in subsection 2.3.1.

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

"***Sponsor Director***" means an individual elected to the Board that has been nominated by the Sponsor pursuant to this Agreement.

"***Subsequent Shelf Registration***" shall have the meaning given in subsection 2.3.2.

"***Takedown Requesting Holder***" shall have the meaning given in subsection 2.3.3.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***Underwritten Shelf Takedown***" shall have the meaning given in subsection 2.3.3.

"***Working Capital Warrants***" shall have the meaning given in the Recitals hereto.

ARTICLE 2
REGISTRATIONS

2.1 Demand Registration.

2.1.1 Request for Registration. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, at any time and from time to time on or after the date the Company consummates the initial Business Combination, the Holders of at least a majority in interest of the then-outstanding number of Registrable Securities (the "***Demanding Holders***") may make a written demand for Registration of all or part of their Registrable Securities, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof (such written demand a "***Demand Registration***"). The Company shall, within five (5) days of the Company's receipt of the Demand Registration, notify, in writing, all other Holders of Registrable Securities of such demand, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in a Registration pursuant to a Demand Registration (each such Holder that includes all or a portion of such Holder's Registrable Securities in such Registration, a "***Requesting Holder***") shall so notify the Company, in writing, within three (3) business days after the receipt by the Holder of the notice from the Company. Upon receipt by the Company of any such written notification from a Requesting Holder(s) to the Company, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in a Registration pursuant to a Demand Registration and the Company shall effect, as soon thereafter as practicable, but not more than forty five (45) days immediately after the Company's receipt of the Demand Registration, the Registration of all Registrable Securities requested by the Demanding Holders and Requesting Holders pursuant to such Demand Registration. Under no circumstances shall the Company be obligated to effect more than an aggregate of three (3) Registrations pursuant to a Demand Registration under this subsection 2.1.1 with respect to any or all Registrable Securities; provided, however, that a Registration shall not be counted for such purposes unless a Form S-1 or any similar long-form registration statement that may be available at such time ("***Form S-1***") has become effective and all of the Registrable Securities requested by the Requesting Holders to be registered on behalf of the Requesting Holders in such Form S-1 Registration have been sold, in accordance with Section 3.1 of this Agreement; provided, further, that an Underwritten Shelf Takedown shall not count as a Demand Registration.

2.1.2 Effective Registration. Notwithstanding the provisions of subsection 2.1.1 above or any other part of this Agreement, a Registration pursuant to a Demand Registration shall not count as a Registration unless and until (i) the Registration Statement filed with the Commission with respect to a Registration pursuant to a Demand Registration has been declared effective by the Commission and (ii) the Company has complied with all of its obligations under this Agreement with respect thereto; provided, further, that if, after such Registration Statement has been declared effective, an offering of Registrable Securities in a Registration pursuant to a Demand Registration is subsequently interfered with by any stop order or injunction of the Commission, federal or state court or any other governmental agency the Registration Statement with respect to such Registration shall be deemed not to have been declared effective, unless and until, (i) such stop order or injunction is removed, rescinded or otherwise terminated and (ii) a majority-in-interest of the Demanding Holders initiating such Demand Registration thereafter affirmatively elect to continue with such Registration and accordingly notify the Company in writing, but in no event later than five (5) days, of such election; provided, further, that the Company shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or is subsequently terminated.

2.1.3 Underwritten Offering. Subject to the provisions of subsection 2.1.4 and Section 2.4 hereof, if a majority-in- interest of the Demanding Holders so advise the Company as part of their Demand Registration that the offering of the Registrable Securities pursuant to such Demand Registration shall be in the form of an Underwritten Offering, then the right of such Demanding Holder or Requesting Holder (if any) to include its Registrable Securities in such Registration shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in such Underwritten Offering to the extent provided herein. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.1.3 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the majority-in-interest of the Demanding Holders initiating the Demand Registration.

2.1.4 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Demand Registration, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Ordinary Shares or other equity securities that the Company desires to sell and the Ordinary Shares, if any, as to which a Registration has been requested pursuant to separate written contractual piggyback registration rights held by any other shareholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Registration (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not

been reached under the foregoing clause (i), the Ordinary Shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Ordinary Shares or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

2.1.5 Demand Registration Withdrawal. A majority-in-interest of the Demanding Holders initiating a Demand Registration or a majority-in-interest of the Requesting Holders (if any), pursuant to a Registration under subsection 2.1.1 shall have the right to withdraw from a Registration pursuant to such Demand Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Demand Registration prior to its withdrawal under this subsection 2.1.5.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. If, at any time on or after the date the Company consummates an initial Business Combination, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of shareholders of the Company (or by the Company and by the shareholders of the Company including, without limitation, pursuant to Section 2.1 hereof), other than a Registration Statement (i) filed in connection with any employee share option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing shareholders, (iii) for an offering of debt that is convertible into equity securities of the Company or (iv) for a dividend reinvestment plan, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than seven (7) days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within three (3) business days after receipt of such written notice (such Registration a *"**Piggyback Registration**").* The Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company. The notice periods set forth in this subsection 2.2.1 shall not apply to an Underwritten Shelf Takedown conducted in accordance with subsection 2.3.3.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration (other than Underwritten Shelf Takedown), in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of the Ordinary Shares that the Company desires to sell, taken together with (i) the Ordinary Shares, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (iii) the Ordinary Shares, if any, as to which Registration has been requested pursuant to separate written contractual piggyback registration rights of other shareholders of the Company, exceeds the Maximum Number of Securities, then:

(a) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, the Ordinary Shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof, Pro Rata based on the respective number of Registrable Securities that each Holder has so requested exercising its rights to register its Registrable Securities pursuant to subsection 2.2.1 hereof, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Ordinary Shares, if any, as to which Registration has been requested pursuant to written contractual piggyback registration rights of other shareholders of the Company, which can be sold without exceeding the Maximum Number of Securities; (b) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (A) first, the Ordinary Shares or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Ordinary Shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the Ordinary Shares or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.1 hereof.

2.3 Shelf Registrations.

2.3.1 The Holders of Registrable Securities may at any time, and from time to time, request in writing that the Company, pursuant to Rule 415 under the Securities Act (or any successor rule promulgated thereafter by the Commission), register the resale of any or all of their Registrable Securities on Form S-3 or similar short form registration statement that may be available at such time *("**Form S-3**"),* or if the Company is ineligible to use Form S-3, on Form S-1; a registration statement filed pursuant to this subsection 2.3.1 (a *"**Shelf**")* shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder. Within three (3) days of the Company's receipt of a written request from a Holder or Holders of Registrable Securities for a Registration on a Shelf, the Company shall promptly give written notice of the proposed Registration to all other Holders of Registrable Securities, and each Holder of Registrable Securities who thereafter wishes to include all or a portion of such Holder's Registrable Securities in such Registration shall so notify the Company, in writing, within three (3) business days after the receipt by the Holder of the notice from the Company. As soon as practicable thereafter, but not more than ten (10) days after the Company's initial receipt of such written request for a Registration on a Shelf, the Company shall register all or such portion of such Holder's Registrable Securities as are specified in such written request, together with all or such portion of Registrable Securities of any other Holder or Holders joining in such request as are specified in the written notification given by such Holder or Holders; provided, however, that the Company shall not be obligated to effect any such Registration pursuant to this subsection 2.3.1 if the Holders of Registrable Securities, together with the Holders of any other equity securities of the Company entitled to inclusion in such Registration, propose to sell the Registrable Securities and such other equity securities (if any) at any aggregate price to the public of less than $10,000,000. The Company shall maintain each Shelf in accordance with the terms hereof, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep such Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities included on such Shelf. In the event the Company files a Shelf on Form S-1, the Company shall use its commercially reasonable efforts to convert the Form S-1 to a Form S-3 as soon as practicable after the Company is eligible to use Form S-3.

2.3.2 If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities included thereon are still outstanding, the Company shall use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement (a *"**Subsequent Shelf Registration**")* registering the resale of all Registrable Securities including on such Shelf, and pursuant to any method or combination of methods legally available to, and requested by, any Holder. If a Subsequent Shelf Registration is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof and (ii) keep such Subsequent Shelf Registration continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities included thereon. Any such Subsequent Shelf Registration shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form. In the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon request of a Holder shall promptly use its commercially reasonable efforts to cause the resale of such Registrable Securities to be covered by either, at the Company's option, a Shelf (including by means of a post-effective amendment) or a Subsequent Shelf Registration and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration shall be subject to the terms hereof; provided, however, the Company shall only be required to cause such Registrable Securities to be so covered once annually after inquiry of the Holders.

2.3.3 At any time and from time to time after a Shelf has been declared effective by the Commission, the Sponsor may request to sell all or any portion of its Registrable Securities in an underwritten offering that is registered pursuant to the Shelf (each, an *"**Underwritten Shelf Takedown**");* provided that the Company shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include securities with a total offering price (including piggyback securities and before deduction of underwriting discounts) reasonably expected to exceed, in the aggregate, $10,000,000. All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company at least 48 hours prior to the public announcement of such Underwritten Shelf Takedown, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Shelf Takedown. The Company shall include in any Underwritten Shelf Takedown the securities requested to be included by any holder (each a *"**Takedown Requesting Holder**")* at least 24 hours prior to the public announcement of such Underwritten Shelf Takedown pursuant to written contractual piggyback registration rights of such holder (including to those set forth herein). The Sponsor shall have the right to select the underwriter(s) for such offering (which shall consist of one or more reputable nationally recognized investment banks), subject to the Company's prior approval which shall not be unreasonably withheld, conditioned or delayed. For purposes of clarity, any Registration effected pursuant to this subsection 2.3.3 shall not be counted as a Registration pursuant to a Demand Registration effected under Section 2.1 hereof.

2.3.4 If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises the Company, the Sponsor and the Takedown Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Sponsor and the Takedown Requesting Holders (if any) desire to sell, taken together with all other Ordinary Shares or other equity securities that the Company desires to sell, exceeds the Maximum Number of Securities, then the Company shall include in such Underwritten Shelf Takedown, as follows: (i) first, the Registrable Securities of the Sponsor that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Ordinary Shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the Ordinary Shares or other equity securities of the Takedown Requesting Holders, if any, that can be sold without exceeding the Maximum Number of Securities, determined Pro Rata based on the respective number of Registrable Securities that each Takedown Requesting Holder has so requested to be included in such Underwritten Shelf Takedown.

2.3.5 The Sponsor shall have the right to withdraw from an Underwritten Shelf Takedown for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of its intention to withdraw from such Underwritten Shelf Takedown prior to the public announcement of such Underwritten Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with an Underwritten Shelf Takedown prior to a withdrawal under this subsection 2.3.5.

2.4 Restrictions on Registration Rights. If (A) during the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date one hundred and twenty (120) days after the effective date of, a Company initiated Registration and provided that the Company has delivered written notice to the Holders prior to receipt of a Demand Registration pursuant to subsection 2.1.1 and it continues to actively employ, in good faith, all reasonable efforts to cause the applicable Registration Statement to become effective; (B) the Holders have requested an Underwritten Registration and the Company and the Holders are unable to obtain the commitment of underwriters to firmly underwrite the offer; or (C) in the good faith judgment of the Board such Registration would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the filing of such Registration Statement at such time, then in each case the Company shall furnish to such Holders a certificate signed

by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company for such Registration Statement to be filed in the near future and that it is therefore essential to defer the filing of such Registration Statement. In such event, the Company shall have the right to defer such filing for a period of not more than thirty (30) days; provided, however, that the Company shall not defer its obligation in this manner more than once in any 12-month period. Notwithstanding anything to the contrary contained in this Agreement, no Registration shall be effected or permitted and no Registration Statement shall become effective, with respect to any Registrable Securities held by any Holder, until after the expiration of the Founder Shares Lock-Up Period or the Private Placement Lock-Up Period, as the case may be.

ARTICLE 3
COMPANY PROCEDURES

3.1 General Procedures. If at any time on or after the date the Company consummates an initial Business Combination the Company is required to effect the Registration of Registrable Securities, the Company shall use its best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (other than by way of a document incorporated by reference) furnish a copy thereof to each seller of such Registrable Securities or its counsel;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.10 permit a representative of the Holders, the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority in interest of the participating Holders;

3.1.13 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

3.1.15 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $50,000,000, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.16 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Underwritten Offerings. No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than thirty (30) days, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Ordinary Shares held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission, to the extent that such rule or such successor rule is available to the Company), including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE 4
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which he, she or it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is

not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE 5
SHAREHOLDER RIGHTS

5.1 Subject to the terms and conditions of this Agreement, at any time and from time to time on or after the date that the Company consummates an initial Business Combination and for so long as the Sponsor holds any Registrable Securities:

5.1.1 The Sponsor shall have the right, but not the obligation, to designate three individuals to be appointed or nominated, as the case may be, for election to the Board (including any successor, each, a *"**Nominee**")* by giving written notice to the Company on or before the time such information is reasonably requested by the Board or the Nominating Committee of the Board, as applicable, for inclusion in a proxy statement for a meeting of shareholders provided to the Sponsor.

5.1.2 The Company will, as promptly as practicable, use its best efforts to take all necessary and desirable actions (including, without limitation, calling special meetings of the Board and the shareholders and recommending, supporting and soliciting proxies) so that there are three Sponsor Directors serving on the Board at all times.

5.1.3 The Company shall, to the fullest extent permitted by applicable law, use its best efforts to take all actions necessary to ensure that: (i) each Nominee is included in the Board's slate of nominees to the shareholders of the Company for each election of Directors; and (ii) each Nominee is included in the proxy statement prepared by management of the Company in connection with soliciting proxies for every meeting of the shareholders of the Company called with respect to the election of members of the Board, and at every adjournment or postponement thereof, and on every action or approval by written consent of the shareholders of the Company or the Board with respect to the election of members of the Board.

5.1.4 If a vacancy occurs because of the death, disability, disqualification, resignation, or removal of a Sponsor Director or for any other reason, the Sponsor shall be entitled to designate such person's successor, and the Company will, as promptly as practicable following such designation, use its best efforts to take all necessary and desirable actions, to the fullest extent permitted by law, within its control such that such vacancy shall be filled with such successor Nominee.

5.1.5 If a Nominee is not elected because of such Nominee's death, disability, disqualification, withdrawal as a nominee or for any other reason, the Sponsor shall be entitled to designate promptly another Nominee and the Company will take all necessary and desirable actions within its control such that the director position for which such Nominee was nominated shall not be filled pending such designation or the size of the Board shall be increased by one and such vacancy shall be filled with such successor Nominee as promptly as practicable following such designation.

5.1.6 As promptly as reasonably practicable following the request of any Sponsor Director, the Company shall enter into an indemnification agreement with such Sponsor Director, in the form entered into with the other members of the Board. The Company shall pay the reasonable, documented out-of-pocket expenses incurred by the Sponsor Director in connection with his or her services provided to or on behalf of the Company, including attending meetings or events attended explicitly on behalf of the Company at the Company's request.

5.1.7 The Company shall (i) purchase directors' and officers' liability insurance in an amount determined by the Board to be reasonable and customary and (ii) for so long as a Sponsor Director serves as a Director of the Company, maintain such coverage with respect to such Sponsor Director; *provided that* upon removal or resignation of such Sponsor Director for any reason, the Company shall take all actions reasonably necessary to extend such directors' and officers' liability insurance coverage for a period of not less than six years from any such event in respect of any act or omission occurring at or prior to such event.

5.1.8 For so long as a Sponsor Director serves as a Director of the Company, the Company shall not amend, alter or repeal any right to indemnification or exculpation covering or benefiting any Sponsor Director nominated pursuant to this Agreement as and to the extent consistent with applicable law, whether such right is contained in the Company's amended and restated memorandum and articles of association, each as amended, or another document (except to the extent such amendment or alteration permits the Company to provide broader indemnification or exculpation rights on a

retroactive basis than permitted prior thereto).

5.1.9 Each Nominee may, but does not need to qualify as "independent" pursuant to listing standards of the Nasdaq Capital Market (or such other national securities exchange upon which the Company's securities are then listed).

5.1.10 Any Nominee will be subject to the Company's customary due diligence process, including its review of a completed questionnaire and a background check. Based on the foregoing, the Company may object to any Nominee provided (a) it does so in good faith, and (b) such objection is based upon any of the following: (i) such Nominee was convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses), (ii) such Nominee was the subject of any order, judgment, or decree not subsequently reversed, suspended or vacated of any court of competent jurisdiction, permanently or temporarily enjoining such proposed director from, or otherwise limiting, the following activities: (A) engaging in any type of business practice, or (B) engaging in any activity in connection with the purchase or sale of any security or in connection with any violation of federal or state securities laws, (iii) such Nominee was the subject of any order, judgment or decree, not subsequently reversed, suspended or vacated, of any federal or state authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described in clause (ii)(B), or to be associated with persons engaged in such activity, (iv) such proposed director was found by a court of competent jurisdiction in a civil action or by the Commission to have violated any federal or state securities law, and the judgment in such civil action or finding by the Commission has not been subsequently reversed, suspended or vacated, or (v) such proposed director was the subject of, or a party to any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated, relating to a violation of any federal or state securities laws or regulations. In the event the Board reasonably finds the Nominee to be unsuitable based upon one or more of the foregoing clauses (i) through (v) and reasonably objects to the identified director, the Sponsor shall be entitled to propose a different Nominee to the Board within 30 calendar days of the Company's notice to the Sponsor of its objection to the Nominee and such replacement Nominee shall be subject to the review process outlined above.

5.1.11 The Company shall take all necessary action to cause a Nominee chosen by the Sponsor, at the request of such Nominee to be elected to the board of directors (or similar governing body) of each material operating subsidiary of the Company. The Nominee, as applicable, shall have the right to attend (in person or remotely) any meetings of the board of directors (or similar governing body or committee thereof) of each subsidiary of the Company.

ARTICLE 6
MISCELLANEOUS

6.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail, telecopy, telegram or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy, telegram or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 8 Marina View, Asia Square Tower 1 #41-03, Singapore, Attention: James Steinthal, with copy to; Kirkland & Ellis International LLP, 26th Floor, Gloucester Tower, The Landmark, 15 Queen's Road, Central, Hong Kong, Attention: Benjamin W. James, and, if to any Holder, at such Holder's address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 6.1.

6.2 Assignment; No Third Party Beneficiaries.

6.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

6.2.2 Prior to the expiration of the Founder Shares Lock-up Period or the Private Placement Lock-up Period, as the case may be, no Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee but only if such Permitted Transferee agrees to become bound by the transfer restrictions set forth in this Agreement.

6.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

6.2.4 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 6.2 hereof.

6.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 6.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 6.2 shall be null and void.

6.3 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible that is valid and enforceable.

6.4 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

6.5 Entire Agreement. This Agreement (including all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

6.6 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK.

6.7 **WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR OTHER PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACTIONS OF THE SPONSOR IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

6.8 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority in interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

6.9 Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

6.10 Waivers and Extensions. Any party to this Agreement may waive any right, breach or default which such party has the right to waive, provided that such waiver will not be effective against the waiving party unless it is in writing, is signed by such party, and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach or default waived has occurred. Any waiver may be conditional. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained. No waiver or extension of time for performance of any obligations or acts shall be deemed a waiver or extension of the time for performance of any other obligations or acts.

6.11 Remedies Cumulative. In the event that the Company fails to observe or perform any covenant or agreement to be observed or performed under this Agreement, the Holders may proceed to protect and enforce its rights by suit in equity or action at law, whether for specific performance of any term contained in this Agreement or for an injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement or to enforce any other legal or equitable right, or to take any one or more of such actions, without being required to post a bond. None of the rights, powers or remedies conferred under this Agreement shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to any other right, power or remedy, whether conferred by this Agreement or now or hereafter available at law, in equity, by statute or otherwise.

6.12 Other Registration Rights. The Company represents and warrants that no person, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

6.13 Term. This Agreement shall terminate upon the earlier of (i) the tenth anniversary of the date of this Agreement and (ii) the date as of which no Registrable Securities remain outstanding. The provisions of Section 3.5 and *Article IV* shall survive any termination.

*[**SIGNATURE PAGES FOLLOW**]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

L CATTERTON ASIA ACQUISITION CORP

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

[Signature page to Registration and Shareholder Rights Agreement]

HOLDERS:

LCA ACQUISITION SPONSOR, LP
Signed by LCA Acquisition Sponsor GP Limited

By: /s/ Soh Po Chuan Daniel
Name: Soh Po Chuan Daniel
Title: Director

[Signature page to Registration and Shareholder Rights Agreement]

Exhibit 4.9

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this " Agreement"), dated as of _____, 2023, is made and entered into by and among (i)Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "Company"), (ii)L Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC"), (iii)LCA Acquisition Sponsor, LP, a Cayman Islands exempted limited partnership (the "Sponsor"), and (iv)the other undersigned parties listed on the signature pagehereto (each such party, together with the Sponsor and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2of this Agreement, a "Holder" and collectively the "Holders").

WHEREAS, SPAC and the Sponsor entered into that certain Registration and Shareholder Rights Agreement dated as of March10, 2021 (the "Prior SPAC Agreement"), and the parties to the Prior SPAC Agreement desire to terminate, effective as of the Closing (as defined below), the same to provide for the terms and conditions set forth in this Agreement;

WHEREAS, on January 31, 2023, the Company, SPAC, Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Merger Sub 1") and Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Merger Sub 2") entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which, among other matters, (i)Merger Sub 1 will merge with and into SPAC with SPAC continuing as the surviving entity and a wholly owned subsidiary of the Company (the "First Merger," and the closing of the First Merger, the "First Merger Closing"), (ii)immediately following the consummation of the First Merger, SPAC will merge with and into Merger Sub 2 with Merger Sub 2 continuing as the surviving entity and a wholly owned subsidiary of the Company (the "Second Merger" and together with the First Merger, collectively, the "Mergers," and the closing of the Mergers, the " Closing");

WHEREAS, following the Closing, the Holders will hold certain number of Company Ordinary Shares (as defined in the Merger Agreement);

WHEREAS, at the First Merger Closing and subject to the terms and conditions of the Merger Agreement, (i)all of the outstanding shares of SPAC will automatically be cancelled and cease to exist in exchange for the right to receive newly issued Company Ordinary Shares, and (ii)all of the outstanding warrants of SPAC will automatically be assumed by the Company and become Company Warrants (as defined in the Merger Agreement).

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

ARTICLE 1
DEFINITIONS

The terms defined in this Article 1 shall, for all purposes of this Agreement, have the respective meanings set forth below:

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

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

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

"Business Day" shall mean a day on which commercial banks are open for business in NewYork, U.S., the Cayman Islands or the PRC, except a Saturday, Sunday or public holiday (gazetted or ungazetted and whether scheduled or unscheduled).

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

"Commission" shall mean the United States Securities and Exchange Commission.

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

"Demanding Holder" shall have the meaning given in Section 2.4.

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

"First Merger Closing" shall have the meaning given in the Recitals.

"Form F-1" shall mean such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the Commission.

"Form F-1 Shelf" shall have the meaning given in subsection 2.1.1.

"Form F-3" shall mean such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the Commission that permits forward incorporation of substantial information by reference to other documents filed by the Company with the Commission.

"Form F-3 Shelf" shall have the meaning given in subsection 2.1.3.

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

"Lock-Up Agreement" shall mean, as applicable, the agreements and undertakings of the Holders set forth in (i)Section4.11 of that certain Shareholder Support Agreement dated as of the date hereof, by and among the Company, SPAC and certain shareholders of the Company identified

therein, and (ii)Section4.12 of that certain Sponsor Support Agreement dated as of the date hereof by and among the Company, SPAC, the Sponsor and certain other persons identified therein, in each case pursuant to which a Holder has agreed not to transfer the Registrable Securities held by such Holder for a certain period of time after the Closing.

"Maximum Number of Securities" shall mean, as to a given Underwritten Offering, the maximum dollar amount or maximum number of equity securities that can be sold in such Underwritten Offering, in the reasonable determination of the managing Underwriter(s), without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering.

"Merger Agreement" shall have the meaning given in the Recitals.

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

"New Registration Statement" shall have the meaning given in subsection 2.2.1.

"Permitted Transferees" shall mean a person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the lock-up period under the applicable Lock-Up Agreement, and to any transferee thereafter.

"Piggyback Registration" shall have the meaning given in subsection 2.7.1.

"PIPE Securities" shall mean those securities issued pursuant to the PIPE Subscription Agreements.

"PIPE Subscription Agreements" shall mean the subscription agreement(s)or similar agreement(s)to be entered into by and among any investor, the Company, and, where applicable, other parties thereto, pursuant to which such investor will subscribe for Company Ordinary Shares on the date of the Closing.

"Prior SPAC Agreement" shall have the meaning given in the Recitals.

"Pro Rata" shall mean, with respect to a given Registration, offering or Transfer of Registrable Securities pursuant to this Agreement, pro rata based on (A) the number of Registrable Securities that each Holder, as applicable, has requested or proposed to be included in such Registration, offering or Transfer and (B)the aggregate number of Registrable Securities that all Holders have requested or proposed to be included in such Registration, offering or Transfer.

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

"Registrable Securities" shall mean:

(A) any outstanding Company Ordinary Shares or Company Warrants that are held by a Holder as of immediately following the Closing;

(B)any Company Ordinary Shares that may be acquired by a Holder upon the exercise of any of the Company Warrants (or any other option or right to acquire Company Ordinary Shares) that are held by a Holder as of immediately following the Closing; and

(C)any other equity security of the Company issued or issuable with respect to any securities referenced in clauses (A)or (B)above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction,

provided, however, as to any particular Registrable Securities, such securities shall cease to be Registrable Securities when: (i)a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii)such securities shall have been otherwise transferred, new certificates for such securities not bearing (or book-entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii)such securities shall have ceased to be outstanding; (iv) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"Registration" shall mean a registration, including any related Underwritten Takedown, effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rulesand regulations promulgated thereunder, and such registration statement becoming effective.

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

(A)all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Company Ordinary Shares are then listed;

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

(C) printing, messenger, telephone and delivery expenses of the Company;

(D) reasonable fees and disbursements of counsel for the Company;

(E)reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration;

(F) the Company's roadshow and travel expenses, if any; and

(G)reasonable fees and expenses of one (1)legal counsel selected by themajority-in-interestof the Demanding Holders initiating an Underwritten Takedown.

"Registration Statement" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"Requesting Holder" shall have the meaning given in Section 2.5.

"SEC Guidance" shall have the meaning given in subsection 2.2.1.

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

"Shelf" shall mean the Form F-1 Shelf, the Form F-3 Shelf or any Subsequent Shelf, as the case may be.

"Shelf Registration" shall mean a Registration of securities pursuant to a Registration Statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"SPAC" shall have the meaning given in the Preamble.

"Sponsor" shall have the meaning given in the Recitals.

"Subsequent Shelf" shall have the meaning given in subsection 2.3.2.

"Takedown Demand" shall have the meaning given in subsection 2.4.1.

"Takedown Threshold" shall have the meaning given in Section 2.4.

"Transfer" shall mean the (a)sale of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section16 of the Exchange Act with respect to, any security, (b)entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c)public announcement of any intention to effect any transaction specified in clause (a) or (b).

"Underwriter" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"Underwritten Registration" or "Underwritten Offering" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"Underwritten Takedown" shall mean an Underwritten Offering of Registrable Securities pursuant to the Shelf, as amended or supplemented.

ARTICLE 2
REGISTRATIONS

2.1 Resale Shelf Registration.

2.1.1The Company shall (a)use its reasonable efforts to file within forty five (45) days following the Closing, and use commercially reasonable efforts to cause to be declared effective as soon as reasonably practicable thereafter, a Registration Statement for a Shelf Registration on FormF-1 (the " FormF-1 Shelf ") covering the resale of all the Registrable Securities (determined as of two (2)Business Days prior to such filing) on a delayed or continuous basis pursuant to Rule415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect), and (b)subject to the other provisions of this Agreement, keep such FormF-1 Shelf effective and available for use in compliance with the provisions of the Securities Act until such time as a Form F-3 Shelf is declared effective pursuant to subsection 2.1.3.

2.1.2Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holders named therein.

2.1.3Following the filing of a FormF-1 Shelf, the Company shall use commercially reasonable efforts to convert the FormF-1 Shelf (and any Subsequent Shelf in relation thereto) to, and/or to file, and to cause to become effective, a Registration Statement for a Shelf Registration on FormF-3 (the "Form F-3 Shelf") as soon as reasonably practicable after the Company is eligible to use Form F-3.

2.2 Rule 415 Cutback.

2.2.1Notwithstanding the registration obligations set forth in Section 2.1, in the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule415 of the Securities Act, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (a)inform each of the Holders and use its commercially reasonable efforts to file amendments to the Shelf Registration as required by the Commission and/or (b)withdraw the Shelf Registration and file a new Registration Statement (a " New Registration Statement"), on FormF-3, or if FormF-3 is not then available to the Company for such Registration Statement, on such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff (the "SEC Guidance").

2.2.2Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation of the number of Registrable

Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used commercially reasonable efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities and subject to a determination by the Commission that certain Holders must be reduced first based on the number of Registrable Securities held by such Holders, the number of Registrable Securities to be registered on such Registration Statement will be reduced (a)firstly, on a Pro Rata basis among the Holders; and (b)secondly, only if the number of Registrable Securities of Holders permitted to be registered has been reduced to zero, on a Pro Rata basis among holders of PIPE Securities (if any).

2.2.3If the Company amends the Shelf Registration or files a New Registration Statement, as the case may be, under this Section 2.2, the Company shall use its commercially reasonable efforts to file with the Commission, as promptly as allowed by the Commission or SEC Guidance, one or more registration statements on FormF-3 or such other form available to register for resale those Registrable Securities (a)that were not registered for resale on the Shelf Registration, as amended, or the New Registration Statement and (b) are no longer restricted by any Lock-Up Agreement.

2.3 Amendment, Supplement and Subsequent Shelf.

2.3.1The Company shall use commercially reasonable efforts to maintain a Shelf in accordance with the terms of this Agreement, and shall prepare and file with the Commission from time to time such amendments and supplements to the Shelf as may be necessary to keep the Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities.

2.3.2If a Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use commercially reasonable efforts to as promptly as is reasonably practicable (a)cause such Shelf to again become effective under the Securities Act (including using commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), (b)amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf, or (c)prepare and file an additional Registration Statement for a Shelf Registration (a " Subsequent Shelf") registering the resale of all Registrable Securities (determined as of two (2)Business Days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holders named therein.

2.3.3If a Subsequent Shelf is filed pursuant to Section 2.3.2, the Company shall use commercially reasonable efforts to (a)cause such Subsequent Shelf to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof, and (b)keep such Subsequent Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf shall be on FormF-3 to the extent that the Company is eligible to use such form, and shall be an automatic shelf registration statement as defined in Rule405 promulgated under the Securities Act if the Company is a well-known seasoned issuer as defined in Rule 405 promulgated under the Securities Act at the most recent applicable eligibility determination date.

2.4 Demand for Underwritten Takedown. Subject to the Lock-Up Agreements and to the provisions of this Section 2.4 and Sections 2.5 and 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, either (x)the Holders of at least 50% of the then-outstanding number of Registrable Securities or (y)the Sponsor (in each case, the " Demanding Holder(s)") may, subject to the maximum number of Underwritten Takedowns pursuant to subsection 2.4.3, request to sell all or a portion of their Registrable Securities in an Underwritten Takedown in accordance with this Section 2.4; provided that the Company shall only be obligated to effect an Underwritten Takedown if such Underwritten Offering shall include Registrable Securities proposed to be sold by the Demanding Holder with a total offering price reasonably expected to exceed, in the aggregate, US$10,000,000 (the "Takedown Threshold").

2.4.1 Takedown Demand Notice. All requests for an Underwritten Takedown shall be made by giving written notice to the Company, which shall specify the number of Registrable Securities proposed to be sold in the Underwritten Takedown (such written notice, a "Takedown Demand").

2.4.2 Underwriters. The majority-in-interest of the Demanding Holders initiating an Underwritten Takedown shall have the right to select the Underwriter(s)for such Underwritten Offering (which shall consist of one or more internationally recognized investment banks), subject to the approval of the Company (which shall not be unreasonably withheld). The Company shall not be required to include any Holder's Registrable Securities in such Underwritten Takedown unless such Holder accepts the terms of the underwriting as agreed between the Company and its Underwriter(s)and enters into and complies with an underwriting agreement with such Underwriter(s)in customary form (after having considered in good faith the comments from a single U.S. counsel for the Holders which are selling in the Underwritten Takedown). Notwithstanding anything to the contrary in this Agreement, the Company may effect any Underwritten Takedown pursuant to any then effective Registration Statement, including a FormF-3, that is then available for such offering.

2.4.3 Number and Frequency of Underwritten Takedowns. Notwithstanding anything to the contrary in this Section 2.4, under no circumstances shall the Company be obligated to effect (a)more than one (1)Underwritten Takedowns within the first year following the Closing, (b)for the period commencing one year after the Closing, more than two (2)Underwritten Takedown within any twelve-month period; (c)more than two (2)Underwritten Takedowns where the Sponsor is a Demanding Holder, provided that the Company shall be obligated to effect an aggregate of no more than two (2)Underwritten Takedowns. For the avoidance of doubt, a Registration will not count as an Underwritten Takedown until the Registration Statement filed with the Commission with respect to such Underwritten Takedown has been declared effective and the Company has complied with all of its obligations under this Agreement in all material respects with respect to such Underwritten Takedown; provided, however, that if, after such Registration Statement has been declared effective, the offering of Registrable Securities pursuant to such Underwritten Takedown is interfered with by any stop order or injunction of the Commission or any other governmental agency or court, the Registration Statement with respect to such Underwritten Takedown will be deemed not to have been declared effective, unless and until (i)such stop order or injunction is removed, rescinded or otherwise terminated, and (ii)the majority-in-interest of the Demanding Holders, thereafter elects to continue the offering, provided, further, that the Company shall not be obligated to file a second Registration Statement until the Registration Statement that has been previously filed with respect to such Registration becomes effective or is subsequently terminated.

2.5 Reduction of Underwritten Takedown. If the managing Underwriter(s)in an Underwritten Offering pursuant to a Takedown Demand advises the Company and the Demanding Holders and the Holders requesting piggy-back rights pursuant to this Agreement with respect to such Underwritten Offering (the "Requesting Holders") (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Company Ordinary Shares or other equity securities that the Company desires to sell and the Company Ordinary Shares, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other shareholders who desire to sell, exceeds the Maximum Number of Securities, then the Company shall include in such Underwritten Offering:

2.5.1first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) that can be sold without exceeding the Maximum Number of Securities (to be allocated Pro Rata among the Demanding Holders and Requesting Holders if the Registrable Securities desired to be sold by such Holders in the aggregate would exceed the Maximum Number of Securities);

2.5.2 second, to the extent that the Maximum Number of Securities has not been reached under the foregoing subsection 2.5.1, the Company Ordinary Shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and

2.5.3 third, to the extent that the Maximum Number of Securities has not been reached under the foregoing subsections 2.5.1 and 2.5.2, any Company Ordinary Shares or other equity securities as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights of other shareholders of the Company that can be sold without exceeding the Maximum Number of Securities.

2.6 Withdrawal of Underwritten Takedown.

2.6.1Prior to the filing of the applicable preliminary or "red herring" Prospectus used for marketing an Underwritten Takedown, if the majority-in-interest of the Demanding Holders disapprove of the terms of any underwriting or are not entitled to include all of their Registrable Securities in the relevant offering, such majority-in-interest of the Demanding Holders shall have the right to withdraw from such Underwritten Takedown upon written notification to the Company, each other Demanding Holder and Requesting Holder, and the applicable Underwriter(s).

2.6.2Following the receipt of any notice of withdrawal pursuant to subsection 2.6.1, the other Demanding Holders and Requesting Holders, provided they collectively qualify as Demanding Holders pursuant to clauses (x)or (y)of Section 2.4 and the Takedown Threshold would still be satisfied, may elect to continue with the Underwritten Offering and such continued Takedown Demand shall count as a Takedown Demand of the continuing Demanding Holders for purposes of subsection 2.4.3 and not of the withdrawing Demanding Holders.

2.6.3If an Underwritten Takedown is withdrawn and not continued pursuant to subsection 2.6.2, the withdrawn Takedown Demand shall not count as an Underwritten Takedown for purposes of subsection 2.4.3 if and only if one or more of the Demanding Holders reimburse the Company for all Registration Expenses with respect to such Underwritten Takedown. For the avoidance of doubt, the withdrawn Takedown Demand shall count as an Underwritten Takedown if the Company is responsible for the Registration Expenses with respect to such Underwritten Takedown.

2.7 Piggyback Registration.

2.7.1 Piggyback Rights. If the Company or any Holder proposes to conduct a registered offering of, or if the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of shareholders of the Company (or by the Company and by the shareholders of the Company, including an Underwritten Takedown pursuant to Section 2.4), other than a Registration Statement (a)filed in connection with any employee share option or other benefit plan, (b)for an exchange offer or offering of securities solely to the Company's existing shareholders, (c)for an offering of debt that is convertible into equity securities of the Company, (d)for a dividend reinvestment plan or (e)for a rights offering, then the Company shall give written notice of such proposed filing or offering to all of the Holders of Registrable Securities as soon as practicable but not less than fifteen (15) days before the anticipated filing date of such Registration Statement, or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable preliminary "red herring" Prospectus or prospectus supplement used for marketing such offering, which notice shall (x)describe the amount and type of securities to be included in such offering, the intended method(s)of distribution, and the name of the proposed managing Underwriter(s), if any, in such offering, and (y)offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within ten (10) days after receipt of such written notice (such Registration, a "Piggyback Registration"). Subject to subsection 2.7.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and shall use commercially reasonable efforts to cause the managing Underwriter(s)of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.7.1 to be included in such Piggyback Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s)of distribution thereof. In the event of any Underwritten Offering, the inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder's agreement to enter into and comply with an underwriting agreement in customary form with the Underwriter(s) duly selected for such Underwritten Offering.

2.7.2 Reduction of Piggyback Registration. If the managing Underwriter(s)in an Underwritten Registration that is to be a Piggyback Registration advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of the Company Ordinary Shares or other equity securities that Company desires to sell, taken together with (x)the Company Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (y)the Registrable Securities as to which registration has been requested pursuant to Section 2.7 hereof, and (z)the Company Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of other shareholders of the Company, exceeds the Maximum Number of Securities, then:

(a)If the Registration or registered offering is undertaken for the Company's account, the Company shall include in any such Registration or registered offering:

(i)first, the Company Ordinary Shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities;

(ii)second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.7.1, Pro Rata among such Holders, which can be sold without exceeding the Maximum Number of Securities; and

(iii)third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i)and (ii), the Company Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of other shareholders of the Company, which can be sold without exceeding the Maximum Number of Securities; and

(b)If the Registration or registered offering is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or registered offering:

(i) first, the Company Ordinary Shares or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities;

(ii)second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.7.1, Pro Rata among such Holders, which can be sold without exceeding the Maximum Number of Securities;

(iii)third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i)and (ii), the Company Ordinary Shares or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and

(iv)fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii)and (iii), the Company Ordinary Shares or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of other shareholders of the Company, which can be sold without exceeding the Maximum Number of Securities.

(c)Notwithstanding anything to the contrary in the foregoing clauses (a)and (b), if the Registration or registered offering is pursuant to a request by Holder(s)of Registrable Securities pursuant to Section 2.4, then the Company shall include in any such Registration or registered offering securities pursuant to Section 2.5.

2.7.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this subsection 2.7.3.

2.8 Restrictions on Registration Rights. Notwithstanding any provision of this Agreement to the contrary , if Holders have requested an Underwritten Takedown and the Company and such Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, the Company shall have the right to defer the filing of the Registration Statement or conduct of an Underwritten Offering for a period of not more than sixty (60) days, if the Company determines, in the good faith judgment of the Board, that it would be materially detrimental to the Company to do otherwise than defer such filing or conduct.

2.9 Market Stand-Off Agreement. Each Holder given an opportunity to participate in an Underwritten Offering of the Company (other than a Block Trade) pursuant to the terms of this Agreement agrees that it shall not Transfer any Company Ordinary Shares or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the ninety (90)-day period beginning on the date of pricing of such offering, except in the event the managing Underwriter(s)otherwise agree by written consent. Each Holder agrees to execute a customary lock-up agreement in favor of the relevant Underwriter(s)to such effect (in each case on substantially the same terms and conditions as all such Holders).

2.10 Block Trade; Other Coordinated Offerings.

2.10.1Notwithstanding the forgoing, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in (a)an underwritten or other coordinated registered offering not involving a “roadshow,” an offer commonly known as a “block trade” (a “Block Trade”), (b)an “at the market” or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal (an “Other Coordinated Offering”), in each case with a total offering price reasonably expected to exceed, in the aggregate, either (x)US$10,000,000 or (y)all remaining Registrable Securities held by the Demanding Holder, then such Demanding Holder shall use commercially reasonable efforts to notify the Company of the Block Trade or Other Coordinated Offering at least five (5)Business Days prior to the day such offering is to commence and the Company shall as expeditiously as possible use commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Holders representing a majority of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use commercially reasonable efforts to work with the Company and any Underwriters prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade or Other Coordinated Offering.

2.10.2Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, the majority-in-interest of the Demanding Holders initiating such Block Trade or Other Coordinated Offering shall have the right to withdraw upon written notification to the Company and the Underwriter or Underwriters (if any). Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this section.

2.10.3The Demanding Holder in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters, sales agents or placement agents for such Block Trade or Other Coordinated Offering (which shall consist of one or more reputable nationally recognized investment banks), provided that the Company shall have the right to consent to the Underwriters and any sale agents or placement agents (if any) for such Block Trade or Other Coordinated Offering, which consent will not be unreasonably withheld, conditioned or delayed.

2.10.4Any Registration effected pursuant to this Section 2.10 shall be deemed an Underwritten Takedown and within the cap on Underwritten Takedowns provided in subsection 2.4.3.

2.10.5Notwithstanding anything to the contrary in this Agreement, Section 2.7 hereof shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Holder pursuant to this Agreement.

ARTICLE 3
COMPANY PROCEDURES

3.1 General Procedures. In connection with any Shelf and/or Underwritten Takedown, the Company shall use commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as reasonably possible:

3.1.1 prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement are disposed of in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus as may be reasonably requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rulesand regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are disposed of in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus or such securities have been withdrawn;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriter(s), if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriter(s)and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use commercially reasonable efforts to (a)register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and (b) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be reasonably necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly, and in no event later than two (2)Business Day, after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the occurrence of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.9 permit a representative of the Holders (such representative to be selected by a majority-in-interest of the participating Holders), the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such person's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representative, or Underwriters enter into a confidentiality agreement, in form and substance reasonably satisfactory to Company, prior to the release or disclosure of any such information;

3.1.10 obtain a "comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Registration, Block Trade or Other Coordinated Offering that is registered pursuant to a Registration Statement, in customary form and covering such matters of the type customarily covered by "comfort" letters as the managing Underwriter(s)or other similar type of sales agent(s)or placement agent(s)may reasonably request and reasonably satisfactory to the participating Holders ;

3.1.11 in the event of an Underwritten Registration, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and a negative assurance letter, each dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the placement agent or sales agent, if any, and the Underwriter(s), if any, as the case may be, covering such legal matters with respect to the Registration in respect of which such opinion or negative assurance letter is being given as the participating Holders, placement agent, sales agent, or Underwriter, as the case may be, may reasonably request and as are customarily included in such opinions and negative assurance letters and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of any Underwritten Offering or Other Coordinated Offering that is registered pursuant to a Registration Statement, enter into and perform its obligations under an underwriting agreement, sales agreement or placement agreement, in usual and customary form, with the managing Underwriter(s), sales agent(s) or placement agent(s) of such offering;

3.1.13 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12)months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

3.1.14 with respect to an Underwritten Offering pursuant to Section 2.4, use commercially reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter(s)in such Underwritten Offering; and

3.1.15otherwise cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees and Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Underwritten Offerings. Each Holder shall provide such information as may reasonably be requested by the Company, or the managing Underwriter(s)or placement agent or sales agent, if any, in connection with the preparation of any Registration Statement or Prospectus, including amendments and supplements thereto, in order to effect the Registration of any Registrable Securities under the Securities Act pursuant to ARTICLE 2 and in connection with the Company's obligation to comply with federal and applicable state securities laws. No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person:

3.3.1agrees to sell such person's securities on the basis provided in any customary underwriting arrangements approved by the Company (after having considered and given good faith consideration to the comments from U.S. counsel(s)for the Holders that are selling in the Underwritten offering); and

3.3.2completes and executes all customary questionnaires, powers of attorney, indemnities,lock-upagreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the Registration of the other Registrable Securities to be included in such Registration.

3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement (including pursuant to subsection 3.1.8), each of the Holders shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until it is advised in writing by the Company that the use of the Prospectus may be resumed. In addition, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a)require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, (b) in the good faith view of the Company, require the Company to make an Adverse Disclosure, or (c) in the good faith judgment of the Company, be materially detrimental to the Company as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the period of time determined in good faith by the Company to be necessary for such purpose; provided, however, that the Company shall not have the right to exercise the rights set forth this Section3.4 for more than 90 consecutive days or more than 120 days, in any such case, in any 12-month period. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to use commercially reasonable efforts to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant toSections 13(a)or15(d)of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval system shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall use commercially reasonable efforts to take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell Company Ordinary Shares held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule144 promulgated under the Securities Act (or any successor rulethen in effect). Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE 4
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, agents and each person who controls such Holder (within the meaning of the Securities Act) (each, a "Holder Indemnified Party") against all losses, judgements, claims, damages, liabilities and out-of-pocket expenses (including reasonable attorneys' fees) resulting from, arising out of or that are based on (a)any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any ruleor regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, except insofar as the same are caused by or contained in any information or affidavit furnished in writing to the Company by such Holder expressly for use therein, or (b)if such losses, judgments, claims, damages, liabilities or out-of-pocket expenses are based on any such Holder's violation of the federal securities laws or failure to sell the Registrable Securities in accordance with the intended plan of distribution contained in the Prospectus. The Company shall promptly reimburse a Holder Indemnified Party for any reasonable expenses incurred by such Holder Indemnified Party in connection with investigating and defending any proceeding or action to which this Section 4.1 applies (including the reasonable fees and disbursements of legal counsel) except insofar as such proceeding or action arise out of or are based on any information or affidavit furnished in writing to the Company by such Holder, or if such proceeding or action are based on any such Holder's violation of the federal securities laws or failure to sell the Registrable Securities in accordance with the intended plan of distribution contained in the Prospectus.

4.2 Information Provided by and Indemnification by Holders. In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify and hold harmless the Company, its directors, officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and out-of-pocket expenses (including reasonable attorneys' fees) resulting from, arising out of or that are based on any untrue or alleged untrue statement of a material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment

thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue or alleged untrue statement or omission or alleged omission are caused by or contained in any information or affidavit so furnished in writing by such Holder expressly for use therein, or if such losses, judgments, claims, damages, liabilities or out-of-pocket expenses are based on any such Holder's violation of the federal securities laws or failure to sell the Registrable Securities in accordance with the intended plan of distribution contained in the Prospectus; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriter(s), their officers, directors and each person who controls such Underwriter(s)(within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.3 Indemnification Process.

4.3.1 Any person entitled to indemnification pursuant to Sections 4.1 or 4.2 (each, an "Indemnified Party") shall:

(a) if a claim is to be made against any person (the "Indemnifying Party") for indemnification hereunder, give prompt written notice to the Indemnifying Party of the losses, claims, damages, liabilities or out-of-pocket expenses (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not prejudiced the Indemnifying Party); and

(b)unless in the Indemnified Party's reasonable judgment a conflict of interest between such Indemnified Party and Indemnifying Party may exist with respect to such claim, permit such Indemnifying Party to assume control of the defense of such claim with counsel reasonably satisfactory to the Indemnified Party. If such defense is assumed, the Indemnifying Party shall not, without its consent (such consent shall not be unreasonably withheld), be subject to any liability for any settlement made by the Indemnified Party.

4.3.2If such control of defense is assumed, the Indemnifying Party shall not be subject to any liability to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof.

4.3.3An Indemnifying Party who is not entitled to, or elects not to, assume the control of defense of a claim shall not be obligated to pay the fees and expenses of more than one (1)counsel for all parties indemnified by such Indemnifying Party with respect to such claim, unless in the reasonable judgment of any Indemnified Party a conflict of interest may exist between such Indemnified Party and any other of such Indemnified Parties with respect to such claim.

4.3.4No Indemnifying party shall, without the prior written consent of the Indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the Indemnifying Party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such Indemnified Party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

4.3.5The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Party or any officer, director or controlling person of such Indemnified Party and shall survive the transfer of securities.

4.4 Contribution. If the indemnification provided under Sections 4.1, 4.2, and 4.3 from the Indemnifying Party is judicially determined to be unavailable or insufficient to hold harmless an Indemnified Party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the Indemnifying Party, in lieu of indemnifying the Indemnified Party, shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and the Indemnified Party, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and the Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or omitted to be made by, in the case of an omission), or relates to any information or affidavit supplied by (or not supplied by, in the case of an omission), such Indemnifying Party and the Indemnified Party, and the Indemnifying Party's and the Indemnified Party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.4shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1, 4.2 and 4.3above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.4were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.4. No person guilty of fraudulent misrepresentation (within the meaning ofSection11(f)of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.4 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE 5
MISCELLANEOUS

5.1 Notices. All general notices, demands or other communications required or permitted to be given or made hereunder (" Notices") shall be in writing and delivered personally or sent by courier or sent by electronic mail to the intended recipient thereof. Any such Notice shall be deemed to have been duly served (a)if given personally or sent by local courier, upon delivery during normal business hours at the location of delivery or, if later, then on the next Business Day after the day of delivery; (b)if sent by electronic mail during normal business hours at the location of delivery, immediately, or, if later, then on the next Business Day after the day of delivery; or (c)the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt). Any notice or communication under this Agreement must be addressed:

If to the Company:

Lotus Technology Inc.
800 Century Avenue

Lujiazui CBD
Pudong District
Shanghai 200120

China
Attention: Chief Financial Officer
E-mail: Alexious.Lee@lotuscars.com.cn

With a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
30/F, China World Office 2
No. 1, Jian Guo Men Wai Avenue
Beijing 100004, China
Attention: Peter X. Huang
Email: peter.huang@skadden.com

and

Skadden, Arps, Slate, Meagher & Flom LLP
c/o 42/F, Edinburgh Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attention: Shu Du
Email: shu.du@skadden.com

If to SPAC or the Sponsor:

L Catterton Asia Acquisition Corp
8 Marina View, Asia Square Tower 1
#41-03, Singapore 018960
Attention: James Steinthal
Email: Jim.Steinthal@lcatterton.com

With a copy (which shall not constitute notice) to:

Kirkland & Ellis
26th Floor, Gloucester Tower, The Landmark
15 Queen's Road Central, Hong Kong
Attn: Jesse Sheley
Joseph Raymond Casey
E-mail: jesse.sheley@kirkland.com
joseph.casey@kirkland.com

29th Floor, China World Office 2
No.1 Jian Guo Men Wai Avenue
Beijing 100004, P.R. China
Attn: Steve Lin
Email: steve.lin@kirkland.com

If to any Holder, at such Holder's address or contact information as set forth under such Holder's signature to this Agreement or to such Holder's address as found in Company's books and records.

Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30)days after delivery of such notice as provided in this Section 5.1. Any Holder not desiring to receive Notices at any time and from time to time may so notify the other parties, who shall thereafter not make, give or deliver any Notice to such Holder until duly notified otherwise (or until the expiry of any period specified in such Holder's notice).

5.2 Assignment; No Third Party Beneficiaries.

5.2.1This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2Prior to the expiration of the lock-up period applicable to such Holder pursuant to any Lock-Up Agreement, no Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee but only if such Permitted Transferee agrees to become bound by the terms and conditions of this Agreement. After the expiration of the lock-up period applicable to such Holder pursuant to any Lock-Up Agreement, the Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, to any person to whom it transfers Registrable Securities; provided that such Registrable Securities remain Registrable Securities following such transfer, and such person agrees to be bound by the terms and conditions of this Agreement.

5.2.3This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

5.2.5No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i)written notice of such assignment as provided in Section 5.1 hereof and (ii)the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and conditions of this Agreement (which may be

accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including by electronic means), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

5.4 Governing Law; Venue. Each party expressly agrees that this Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to principles or rulesof conflict of laws to the extent such principles or ruleswould require or permit the applicable of laws of another jurisdiction. Any claim or cause of action based upon, arising out of or related to this Agreement or the transactions contemplated hereby may be brought in federal and state courts in New York county in the State of New York, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court, waives any obligation it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of any cause of action may be heard and determined only in any such court, and agrees not to bring any cause of action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any action brought pursuant to this Section 5.4. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5.5 Severability. The invalidity or unenforceability of any specific provision of this Agreement shall not invalidate or render unenforceable any of its other provisions. The parties hereto further agree that if any provision contained in this Agreement is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained in this Agreement that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties hereto.

5.6 Entire Agreement. This Agreement (together with the Merger Agreement, and any applicable Lock-Up Agreement to the extent incorporated herein, and including all agreements entered into pursuant hereto or thereto or referenced herein or therein and all certificates and instruments delivered pursuant hereto and thereto) set forth the entire understanding of the parties with respect to the subject matter hereof and supersede all other prior and contemporaneous agreements and understandings between the parties, whether oral or written, with respect to such subject matter.

5.7 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no ruleof strict construction will be applied against any party. Unless the context otherwise requires: (a)"or" is disjunctive but not exclusive; (b)words in the singular include the plural, and in the plural include the singular; (c)the words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and subsection references are to this Agreement unless otherwise specified; (d)the term "including" is not limiting and means "including without limitation"; (e)whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms; (f)references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications or supplements thereto; and (g)references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation. Where any Company Ordinary Shares are held by the Depository Trust Company or any person who operates a clearing system or issues depositary receipts (or their nominees) and/or a nominee, custodian or trustee for any person, that person shall (unless the context requires otherwise) be treated for the purposes of this Agreement as the holder of those shares and references to shares being "held by" a person, to a person "holding" shares or to a person who "holds" any such shares, or equivalent formulations, shall be construed accordingly. The headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

5.8 Amendments and Modifications. Upon the prior written consent of the Company and the Holders of at least a majority of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment or modification to this Agreement that would have a disproportionately adverse effect on any party's rights hereunder in any material respect shall require the prior written consent of such party.

5.9 Termination of Prior SPAC Agreement and Termination and Effectiveness of this Agreement .

5.9.1 Each of SPAC, the Sponsor and the "Holders" (as defined in the Prior SPAC Agreement) hereby agrees that the Prior SPAC Agreement shall terminate as of the First Merger Closing, and thereafter shall be of no further force and effect.

5.9.2The registration rights granted under this Agreement shall supersede any registration, qualification or similar rights of the Holders with respect to the securities of SPAC or the Company granted under any other agreement, and any of such preexisting registration, qualification or similar rights and such agreements shall be terminated and of no further force and effect. With effect from the First Merger Closing, each party to this Agreement hereby irrevocably waives and agrees not to exercise or enforce any rights it may have (a)in respect of the registration of Registrable Securities pursuant to any other agreement.

5.9.3 This Agreement shall take effect as of and from the First Merger Closing; provided, that if the Merger Agreement is terminated prior to the First Merger Closing, this Agreement shall not become effective and shall be deemed void.

5.10 Term. This Agreement shall terminate upon the earlier of (a)the tenth (10th) anniversary of the date of this Agreement and (b)with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities. The provisions of Section 3.5shall survive any termination of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

Company:

Lotus Technology Inc.

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

SPAC:

L Catterton Asia Acquisition Corp.

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

Sponsor:

LCA Acquisition Sponsor, LP

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

Holder:

Sanford Litvack

By: _____
Name: Sanford Litvack

Address for Notices:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

Holder:

Frank N. Newman

By: _____
Name: Frank N. Newman

Address for Notices:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

Holder:

Anish Melwani

By: _____
Name: Anish Melwani

Address for Notices:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

Holder:

[●]

By: _____
Name:
Title:

Address for Notices:

[Signature Page to Registration Rights Agreement]

Exhibit 10.1

INVESTMENT MANAGEMENT TRUST AGREEMENT

This Investment Management Trust Agreement (this " ***Agreement***") is made effective as of March 10, 2021 by and between L Catterton Asia Acquisition Corp, a Cayman Islands exempted company (the "***Company***"), and Continental Stock Transfer & Trust Company, a New York corporation (the "***Trustee***").

WHEREAS, the Company's registration statement on Form S-1, File No. 333-253334 (the " ***Registration Statement***") and prospectus (the " ***Prospectus***") for the initial public offering of the Company's units (the " ***Units***"), each of which consists of one of the Company's Class A ordinary shares, par value $0.0001 per share (the "***Ordinary Shares***"), and one-third of one redeemable warrant, each whole warrant entitling the holder thereof to purchase one Ordinary Share (such initial public offering hereinafter referred to as the "***Offering***"), has been declared effective as of the date hereof by the U.S. Securities and Exchange Commission;

WHEREAS, the Company has entered into an Underwriting Agreement (the "***Underwriting Agreement***") with Credit Suisse Securities (USA) LLC, as representative (the "***Representative***") to the several underwriters (the " ***Underwriters***") named therein;

WHEREAS, as described in the Prospectus, $250,000,000 of the gross proceeds of the Offering and sale of the Private Placement Warrants (as defined in the Underwriting Agreement) (or $287,500,000 if the Underwriters' option to purchase additional units is exercised in full) and the proceeds from any loans in connection with an Extension (as defined below), if any, will be delivered to the Trustee to be deposited and held in a segregated trust account located at all times in the United States (the "***Trust Account***") for the benefit of the Company and the holders of the Ordinary Shares included in the Units issued in the Offering as hereinafter provided (the amount to be delivered to the Trustee (and any interest subsequently earned thereon) is referred to herein as the "***Property***," the shareholders for whose benefit the Trustee shall hold the Property will be referred to as the " ***Public Shareholders***," and the Public Shareholders and the Company will be referred to together as the "***Beneficiaries***");

WHEREAS, pursuant to the Underwriting Agreement, a portion of the Property equal to $8,750,000, or $10,062,500 if the Underwriters' option to purchase additional units is exercised in full, is attributable to deferred underwriting discounts and commissions that will be payable by the Company to the Underwriters upon the consummation of the Business Combination (as defined below) (the "***Deferred Discount***"); and

WHEREAS, the Company and the Trustee desire to enter into this Agreement to set forth the terms and conditions pursuant to which the Trustee shall hold the Property.

NOW THEREFORE, IT IS AGREED:

1. Agreements and Covenants of Trustee. The Trustee hereby agrees and covenants to:

(a) Hold the Property in trust for the Beneficiaries in accordance with the terms of this Agreement in the Trust Account established by the Trustee in the United States at JPMorgan Chase Bank, N.A. (or at another U.S. chartered commercial bank with consolidated assets of $100 billion or more) in the United States, maintained by Trustee and at a brokerage institution selected by the Trustee that is reasonably satisfactory to the Company;

(b) Manage, supervise and administer the Trust Account subject to the terms and conditions set forth herein;

(c) In a timely manner, upon the written instruction of the Company, invest and reinvest the Property in United States government securities within the meaning of Section 2(a)(16) of the Investment Company Act of 1940, as amended, having a maturity of 185 days or less, or in money market funds meeting the conditions of paragraphs (d)(1), (d)(2), (d)(3) and (d)(4) of Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended (or any successor rule), which invest only in direct U.S. government treasury obligations, as determined by the Company; the Trustee may not invest in any other securities or assets, it being understood that the Trust Account will earn no interest while account funds are uninvested awaiting the Company's instructions hereunder and the Trustee may earn bank credits or other consideration;

(d) Collect and receive, when due, all principal, interest or other income arising from the Property, which shall become part of the "Property," as such term is used herein;

(e) Promptly notify the Company and the Representative of all communications received by the Trustee with respect to any Property requiring action by the Company;

(f) Supply any necessary information or documents as may be requested by the Company (or its authorized agents) in connection with the Company's preparation of the tax returns relating to assets held in the Trust Account;

(g) Participate in any plan or proceeding for protecting or enforcing any right or interest arising from the Property if, as and when instructed by the Company to do so;

(h) Render to the Company monthly written statements of the activities of, and amounts in, the Trust Account reflecting all receipts and disbursements of the Trust Account;

(i) Commence liquidation of the Trust Account only after and promptly after (x) receipt of, and only in accordance with, the terms of a letter from the Company ("***Termination Letter***") in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B, as applicable, signed on behalf of the Company by a Co-Chief Executive Officer, its President, its Chief Financial Officer or other authorized officer of the Company, and complete the liquidation of the Trust Account and distribute the Property in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes (less up to $100,000 of interest to pay dissolution expenses), only as directed in the Termination Letter and the other documents referred to therein, or (y) upon the date which is the later of (1) 24 months after the closing of the Offering and (2) such later date as may be approved by the Company's shareholders in accordance with the Company's amended and restated memorandum and articles of association, if a Termination Letter has not been received by the Trustee prior to such date, in which case the Trust Account shall be liquidated in accordance with the procedures set forth in the Termination Letter attached as Exhibit B and the Property in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes (less up to $100,000 of interest to pay dissolution expenses), shall be distributed to the Public Shareholders of record as of such date. It is acknowledged and agreed that there should be no reduction in the principal amount per share initially deposited in the Trust Account;

(j) Upon written request from the Company, which may be given from time to time in a form substantially similar to that attached hereto as Exhibit C (a "***Tax Payment Withdrawal Instruction***"), withdraw from the Trust Account and distribute to the Company the amount of interest earned on the Property requested by the Company to cover any tax obligation owed by the Company as a result of assets of the Company or interest or other income earned on the Property, which amount shall be delivered directly to the Company by electronic funds transfer or other method of prompt payment, and the Company shall forward such payment to the relevant taxing authority, so long as there is no reduction in the principal amount per share initially deposited in the Trust Account; provided, however, that to the extent there is not sufficient cash in the Trust Account to pay such tax obligation, the Trustee shall liquidate such assets held in the Trust Account as shall be designated by the Company in writing to make such distribution (it being acknowledged and agreed that any such amount in excess of interest income earned on the Property shall not be payable from the Trust Account). The written request of the Company referenced above shall constitute presumptive evidence that the Company is entitled to said funds, and the Trustee shall have no responsibility to look beyond said request;

(k) Upon written request from the Company, which may be given from time to time in a form substantially similar to that attached hereto as Exhibit D (a "***Shareholder Redemption Withdrawal Instruction***"), the Trustee shall distribute to the remitting brokers on behalf of Public Shareholders redeeming Ordinary Shares the amount required to pay redeemed Ordinary Shares from Public Shareholders pursuant to the Company's amended and restated memorandum and articles of association; and

(l) Not make any withdrawals or distributions from the Trust Account other than pursuant to Section 1(i), (j) or (k) above.

2. Agreements and Covenants of the Company . The Company hereby agrees and covenants to:

(a) Give all instructions to the Trustee hereunder in writing, signed by the Company's Co-Chief Executive Officer, its President, its Chief Financial Officer or other authorized officer of the Company. In addition, except with respect to its duties under Sections 1(i), (j) or (k) hereof, the Trustee shall be entitled to rely on, and shall be protected in relying on, any verbal or telephonic advice or instruction which it, in good faith and with reasonable care, believes to be given by any one of the persons authorized above to give written instructions, provided that the Company shall promptly confirm such instructions in writing;

(b) Subject to Section 4 hereof, hold the Trustee harmless and indemnify the Trustee from and against any and all expenses, including reasonable counsel fees and disbursements, or losses suffered by the Trustee in connection with any action taken by it hereunder and in connection with any action, suit or other proceeding brought against the Trustee involving any claim, or in connection with any claim or demand, which in any way arises out of or relates to this Agreement, the services of the Trustee hereunder, or the Property or any interest earned on the Property, except for expenses and losses resulting from the Trustee's gross negligence, fraud or willful misconduct. Promptly after the receipt by the Trustee of notice of demand or claim or the commencement of any action, suit or proceeding, pursuant to which the Trustee intends to seek indemnification under this Section 2(b), it shall notify the Company in writing of such claim (hereinafter referred to as the " ***Indemnified Claim***"). The Trustee shall have the right to conduct and manage the defense against such Indemnified Claim; provided that the Trustee shall obtain the consent of the Company with respect to the selection of counsel, which consent shall not be unreasonably withheld. The Trustee may not agree to settle any Indemnified Claim without the prior written consent of the Company, which such consent shall not be unreasonably withheld. The Company may participate in such action with its own counsel;

(c) Pay the Trustee the fees set forth on Schedule A hereto, including an initial acceptance fee, annual administration fee, and transaction processing fee which fees shall be subject to modification by the parties from time to time. It is expressly understood that the Property shall not be used to pay such fees unless and until it is distributed to the Company pursuant to Sections 1(i) through 1(k) hereof. The Company shall pay the Trustee the initial acceptance fee and the first annual administration fee at the consummation of the Offering. The Company shall not be responsible for any other fees or charges of the Trustee except as set forth in this Section 2(c) and as may be provided in Section 2(b) hereof;

(d) In connection with any vote of the Company's shareholders regarding a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination involving the Company and one or more businesses (the "***Business Combination***"), provide to the Trustee an affidavit or certificate of the inspector of elections for the shareholder meeting verifying the vote of such shareholders regarding such Business Combination;

(e) Provide the Representative with a copy of any Termination Letter(s) and/or any other correspondence that is sent to the Trustee with respect to any proposed withdrawal from the Trust Account promptly after it issues the same;

(f) Unless otherwise agreed between the Company and the Representative, ensure that any Instruction Letter (as defined in Exhibit A) delivered in connection with a Termination Letter in the form of Exhibit A expressly provides that the Deferred Discount is paid directly to the account or accounts directed by the Representative on behalf of the Underwriters prior to any transfer of the funds held in the Trust Account to the Company or any other person;

(g) Instruct the Trustee to make only those distributions that are permitted under this Agreement, and refrain from instructing the Trustee to make any distributions that are not permitted under this Agreement;

(h) If the Company seeks to amend any provisions of its amended and restated memorandum and articles of association (A) to modify the substance or timing of the Company's obligation to provide holders of the Ordinary Shares the right to have their shares redeemed in connection with the Company's initial Business Combination or to redeem 100% of the Ordinary Shares if the Company does not complete its initial Business Combination within the time period set forth therein or (B) with respect to any other provision relating to the rights of holders of the Ordinary Shares (in each case, an "***Amendment***"), the Company will provide the Trustee with a letter (an " ***Amendment Notification Letter***") in the form of Exhibit D providing instructions for the distribution of funds to Public Shareholders who exercise their redemption option in connection with such Amendment; and

(i) Within five (5) business days after the Representative, on behalf of the Underwriters, exercise their option to purchase additional units (or any unexercised portion thereof) or such option to purchase additional units expires, provide the Trustee with a notice in writing of the total amount of the Deferred Discount.

3. Limitations of Liability. The Trustee shall have no responsibility or liability to:

(a) Imply obligations, perform duties, inquire or otherwise be subject to the provisions of any agreement or document other than this Agreement and that which is expressly set forth herein;

(b) Take any action with respect to the Property, other than as directed in Section 1 hereof, and the Trustee shall have no liability to any third party except for liability arising out of the Trustee's gross negligence, fraud or willful misconduct;

(c) Institute any proceeding for the collection of any principal and income arising from, or institute, appear in or defend any proceeding of any kind with respect to, any of the Property unless and until it shall have received written instructions from the Company given as provided herein to do so and the Company shall have advanced or guaranteed to it funds sufficient to pay any expenses incident thereto;

(d) Change the investment of any Property, other than in compliance with Section 1 hereof;

(e) Refund any depreciation in principal of any Property;

(f) Assume that the authority of any person designated by the Company to give instructions hereunder shall not be continuing unless provided otherwise in such designation, or unless the Company shall have delivered a written revocation of such authority to the Trustee;

(g) The other parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the Trustee's best judgment, except for the Trustee's gross negligence, fraud or willful misconduct. The Trustee may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Trustee, which counsel may be the Company's counsel), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which the Trustee believes, in good faith and with reasonable care, to be genuine and to be signed or presented by the proper person or persons. The Trustee shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a written instrument delivered to the Trustee, signed by the proper party or parties and, if the duties or rights of the Trustee are affected, unless it shall give its prior written consent thereto;

(h) Verify the accuracy of the information contained in the Registration Statement;

(i) Provide any assurance that any Business Combination entered into by the Company or any other action taken by the Company is as contemplated by the Registration Statement;

(j) File information returns with respect to the Trust Account with any local, state or federal taxing authority or provide periodic written statements to the Company documenting the taxes payable by the Company, if any, relating to any interest income earned on the Property;

(k) Prepare, execute and file tax reports, income or other tax returns and pay any taxes with respect to any income generated by, and activities relating to, the Trust Account, regardless of whether such tax is payable by the Trust Account or the Company, including, but not limited to, income tax obligations, except pursuant to Section 1(j) hereof; or

(l) Verify calculations, qualify or otherwise approve the Company's written requests for distributions pursuant to Sections 1(i), 1(j) or 1(k) hereof.

4. Trust Account Waiver. The Trustee has no right of set-off or any right, title, interest or claim of any kind ("***Claim***") to, or to any monies in, the Trust Account, and hereby irrevocably waives any Claim to, or to any monies in, the Trust Account that it may have now or in the future. In the event the Trustee has any Claim against the Company under this Agreement, including, without limitation, under Section 2(b) or Section 2(c) hereof, the Trustee shall pursue such Claim solely against the Company and its assets outside the Trust Account and not against the Property or any monies in the Trust Account.

5. Termination. This Agreement shall terminate as follows:

(a) If the Trustee gives written notice to the Company that it desires to resign under this Agreement, the Company shall use its reasonable efforts to locate a successor trustee, pending which the Trustee shall continue to act in accordance with this Agreement. At such time that the Company notifies the Trustee that a successor trustee has been appointed by the Company and has agreed to become subject to the terms of this Agreement, the Trustee shall transfer the management of the Trust Account to the successor trustee, including but not limited to the transfer of copies of the reports and statements relating to the Trust Account, whereupon this Agreement shall terminate; provided, however, that in the event that the Company does not locate a successor trustee within ninety (90) days of receipt of the resignation notice from the Trustee, the Trustee may submit an application to have the Property deposited with any court in the State of New York or with the United States District Court for the Southern District of New York and upon such deposit, the Trustee shall be immune from any liability whatsoever; or

(b) At such time that the Trustee has completed the liquidation of the Trust Account and its obligations in accordance with the provisions of Section 1(i) hereof and distributed the Property in accordance with the provisions of the Termination Letter, this Agreement shall terminate except with respect to Section 2(b).

6. Miscellaneous.

(a) The Company and the Trustee each acknowledge that the Trustee will follow the security procedures set forth below with respect to funds transferred from the Trust Account. The Company and the Trustee will each restrict access to confidential information relating to such security procedures to authorized persons. Each party must notify the other party immediately if it has reason to believe unauthorized persons may have obtained access to such confidential information, or of any change in its authorized personnel. In executing funds transfers, the Trustee shall rely upon all information supplied to it by the Company, including, account names, account numbers, and all other identifying information relating to a Beneficiary, Beneficiary's bank or intermediary bank. Except for any liability arising out of the Trustee's gross negligence, fraud or willful misconduct, the Trustee shall not be liable for any loss, liability or expense resulting from any error in the information or transmission of the funds.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect

to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. This Agreement may be executed in several original or facsimile counterparts, each one of which shall constitute an original, and together shall constitute but one instrument.

(c) This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. Except for Section 1(i), 1(j) and 1(k) hereof (which sections may not be modified, amended or deleted without the affirmative vote of sixty-five percent (65%) of the then outstanding Ordinary Shares and Class B ordinary shares, par value $0.0001 per share, of the Company, voting together as a single class; provided that no such amendment will affect any Public Shareholder who has properly elected to redeem his, her or its Ordinary Shares in connection with a shareholder vote to amend this Agreement to modify the substance or timing of the Company's obligation to provide for the redemption of the Ordinary Shares in connection with an initial Business Combination or an Amendment or to redeem 100% of its Ordinary Shares if the Company does not complete its initial Business Combination within the time frame specified in the Company's amended and restated memorandum and articles of association), this Agreement or any provision hereof may only be changed, amended or modified (other than to correct a typographical error) by a writing signed by each of the parties hereto.

(d) The parties hereto consent to the jurisdiction and venue of any state or federal court located in the City of New York, State of New York, for purposes of resolving any disputes hereunder. AS TO ANY CLAIM, CROSS-CLAIM OR COUNTERCLAIM IN

ANY WAY RELATING TO THIS AGREEMENT, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY.

(e) Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery or by electronic mail:

if to the Trustee, to:

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attn: Francis Wolf and Celeste Gonzalez
Email: fwolf@continentalstock.com/cgonzalez@continentalstock.com

if to the Company, to:

L Catterton Asia Acquisition Corp
8 Marina View, Asia Square Tower 1
#41-03, Singapore 018960
Attn: James Steinthal
Email: Jim.Steinthal@lcatterton.com

in each case, with copies to:

Kirkland& Ellis International LLP
26th Floor, Gloucester Tower, The Landmark
15 Queen's Road, Central, Hong Kong
Attn: Benjamin W. James
E-mail: ben.james@kirkland.com

and

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010-3629
Attn: IBCM-Legal
Facsimile: (212) 325-4296

and

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
Attn: Merritt Johnson
Facsimile: (212) 848 4000

(f) Each of the Company and the Trustee hereby represents that it has the full right and power and has been duly authorized to enter into this Agreement and to perform its respective obligations as contemplated hereunder. The Trustee acknowledges and agrees that it shall not make any claims or proceed against the Trust Account, including by way of set-off, and shall not be entitled to any funds in the Trust Account under any circumstance.

(g) This Agreement is the joint product of the Trustee and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

(h) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of a signed counterpart of this Agreement by facsimile or electronic transmission shall constitute valid and sufficient delivery thereof.

(i) Each of the Company and the Trustee hereby acknowledges and agrees that the Representative on behalf of the Underwriters are third-party beneficiaries of this Agreement.

(j) Except as specified herein, no party to this Agreement may assign its rights or delegate its obligations hereunder to any other person or entity.

[*Signature Page Follows*]

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

CONTINENTAL STOCK TRANSFER & TRUST COMPANY, as Trustee

By: /s/ Francis Wolf
Name: Francis Wolf
Title: Vice President

[Signature Page to Investment Management Trust Agreement]

L CATTERTON ASIA ACQUISITION CORP

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

[*Signature page to Investment Management Trust Agreement*]

SCHEDULE A

Fee Item	Time and method of payment		Amount
Initial acceptance fee	Initial closing of IPO by wire transfer	$	3,500
Annual fee	First year, initial closing of IPO by wire transfer; thereafter on the anniversary of the effective date of the IPO by wire transfer or check	$	10,000
Transaction processing fee for disbursements to Company under Sections 1(i), (j), and (k)	Billed by Trustee to Company under Section 1	$	250
Paying Agent services as required pursuant to Section 1(i) and 1(k)	Billed to Company upon delivery of service pursuant to Section 1(i) and 1(k)		Prevailing rates

EXHIBIT A
[Letterhead of Company]
[Insert date]

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attn: Francis Wolf and Celeste Gonzalez

Re: Trust Account - Termination Letter

Dear Mr. Wolf and Ms. Gonzalez:

Pursuant to Section 1(i) of the Investment Management Trust Agreement between L Catterton Asia Acquisition Corp (the " ***Company***") and Continental Stock Transfer & Trust Company ("***Trustee***"), dated as of March 10, 2021 (the " ***Trust Agreement***"), this is to advise you that the Company has entered into an agreement with (the "***Target Business***") to consummate a business combination with Target Business (the " ***Business Combination***") on or about **[insert date]**. The Company shall notify you at least seventy-two (72) hours in advance of the actual date (or such shorter time period as you may agree) of the consummation of the Business Combination (the "***Consummation Date***"). Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

In accordance with the terms of the Trust Agreement, we hereby authorize you to commence to liquidate all of the assets of the Trust Account, and to transfer the proceeds into the trust operating account at JPMorgan Chase Bank, N.A. to the effect that, on the Consummation Date, all of the funds held in the Trust Account will be immediately available for transfer to the account or accounts that the Representative (with respect to the Deferred Discount) and the Company shall direct on the Consummation Date. It is acknowledged and agreed that while the funds are on deposit in said trust operating account at JPMorgan Chase Bank, N.A. awaiting distribution, neither the Company nor the Representative will earn any interest or dividends.

On the Consummation Date (i) counsel for the Company shall deliver to you written notification that the Business Combination has been consummated, or will be consummated substantially concurrently with your transfer of funds to the accounts as directed by the Company (the "***Notification***"), and (ii) the Company shall deliver to you (a) a certificate of a Co-Chief Executive Officer, the President, the Chief Financial Officer or other authorized officer of the Company, which verifies that the Business Combination has been approved by a vote of the Company's shareholders, if a vote is held and (b) joint written instruction signed by the Company and the Representative with respect to the transfer of the funds held in the Trust Account, including payment of the Deferred Discount from the Trust Account (the "***Instruction Letter***"). You are hereby directed and authorized to transfer the funds held in the Trust Account immediately upon your receipt of the Notification and the Instruction Letter, in accordance with the terms of the Instruction Letter. In the event that certain deposits held in the Trust Account may not be liquidated by the Consummation Date without penalty, you will notify the Company in writing of the same and the Company shall direct you as to whether such funds should remain in the Trust Account and be distributed after the Consummation Date to the Company. Upon the distribution of all the funds, net of any payments necessary for reasonable unreimbursed expenses related to liquidating the Trust Account, your obligations under the Trust Agreement shall be terminated.

In the event that the Business Combination is not consummated on the Consummation Date described in the notice thereof and we have not notified you on or before the original Consummation Date of a new Consummation Date, then upon receipt by the Trustee of written instructions from the Company, the funds held in the Trust Account shall be reinvested as provided in Section 1(c) of the Trust Agreement on the business day immediately following the Consummation Date as set forth in such notice as soon thereafter as possible.

Very truly yours,

L Catterton Asia Acquisition Corp

By: _____
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

cc: Credit Suisse Securities (USA) LLC

EXHIBIT B
[Letterhead of Company]
[Insert date]

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attn: Francis Wolf and Celeste Gonzalez

Re: Trust Account - Termination Letter

Dear Mr. Wolf and Ms. Gonzalez:

Pursuant to Section 1(i) of the Investment Management Trust Agreement between L Catterton Asia Acquisition Corp (the " ***Company***") and Continental Stock Transfer & Trust Company (the "***Trustee***"), dated as of March 10, 2021 (the " ***Trust Agreement***"), this is to advise you that the Company has been unable to effect a business combination with a Target Business (the "***Business Combination***") within the time frame specified in the Company's Amended and Restated Memorandum and Articles of Association, as described in the Company's Prospectus relating to the Offering. Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

In accordance with the terms of the Trust Agreement, we hereby authorize you to liquidate all of the assets in the Trust Account and to transfer the total proceeds into the trust operating account at JPMorgan Chase Bank, N.A. to await distribution to the Public Shareholders. The Company has selected as the effective date for the purpose of determining when the Public Shareholders will be entitled to receive their share of the liquidation proceeds. It is acknowledged that no interest will be earned by the Company on the liquidation proceeds while on deposit in the trust operating account. You agree to be the Paying Agent of record and, in your separate capacity as Paying Agent, agree to distribute said funds directly to the Company's Public Shareholders in accordance with the terms of the Trust Agreement and the Amended and Restated Memorandum and Articles of Association of the Company. Upon the distribution of all the funds, net of any payments necessary for reasonable unreimbursed expenses related to liquidating the Trust Account, your obligations under the Trust Agreement shall be terminated, except to the extent otherwise provided in Section 1(j) of the Trust Agreement.

Very truly yours,

L Catterton Asia Acquisition Corp

By: _____
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

cc: Credit Suisse Securities (USA) LLC

EXHIBIT C
[Letterhead of Company]
[Insert date]

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attn: Francis Wolf and Ms. Gonzalez

Re: Trust Account - Tax Payment Withdrawal Instruction

Dear Mr. Wolf and Ms. Gonzalez:

Pursuant to Section 1(j) of the Investment Management Trust Agreement between L Catterton Asia Acquisition Corp(the " ***Company***") and Continental Stock Transfer & Trust Company (the "***Trustee***"), dated as of March 10, 2021 (the "***Trust Agreement***"), the Company hereby requests that you deliver to the Company $[·] of the interest income earned on the Property as of the date hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

The Company needs such funds to pay for the tax obligations as set forth on the attached tax return or tax statement. In accordance with the terms of the Trust Agreement, you are hereby directed and authorized to transfer (via wire transfer) such funds promptly upon your receipt of this letter to the Company's operating account at:

[WIRE INSTRUCTION INFORMATION]

Very truly yours,

L Catterton Asia Acquisition Corp

By: _____
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

cc: Credit Suisse Securities (USA) LLC

EXHIBIT D
[Letterhead of Company]
[Insert date]

Continental Stock Transfer & Trust Company
1 State Street, 30th Floor
New York, New York 10004
Attn: Francis Wolf and Celeste Gonzalez

Re: Trust Account - Shareholder Redemption Withdrawal Instruction

Dear Mr.Wolf and Ms. Gonzalez:

Pursuant to Section 1(k) of the Investment Management Trust Agreement between L Catterton Asia Acquisition Corp(the " ***Company***") and Continental Stock Transfer & Trust Company (the "***Trustee***"), dated as of March 10, 2021 (the "***Trust Agreement***"), the Company hereby requests that you deliver to the Company's shareholders $[·] of the principal and interest income earned on the Property as of the date hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

Pursuant to Section 1(k) of the Trust Agreement, this is to advise you that the Company has sought an Amendment. Accordingly, in accordance with the terms of the Trust Agreement, we hereby authorize you to liquidate a sufficient portion of the Trust Account and to transfer $[·] of the proceeds of the Trust Account to the trust operating account at JPMorgan Chase Bank, N.A. for distribution to the shareholders that have requested redemption of their shares in connection with such Amendment.

Very truly yours,

L Catterton Asia Acquisition Corp

By: _____
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

cc: Credit Suisse Securities (USA) LLC

Exhibit 10.2

L CATTERTON ASIA ACQUISITION CORP
8 Marina View, Asia Square Tower 1
#41-03, Singapore 018960
March 10, 2021

LCA Acquisition Sponsor, LP
8 Marina View, Asia Square Tower 1
#41-03, Singapore 018960

Re: Administrative Support Agreement

Ladies and Gentlemen:

This letter agreement by and between L Catterton Asia Acquisition Corp (the *"**Company**")* and LCA Acquisition Sponsor, LP (the *"**Sponsor**"),* dated as of the date hereof, will confirm our agreement that, commencing on the date the securities of the Company are first listed on the The Nasdaq Capital Market (the *"**Listing Date**"),* pursuant to a Registration Statement on Form S-1 filed by the Company with the Securities and Exchange Commission (the *"**Registration Statement**")* and continuing until the earlier of the consummation by the Company of an initial business combination or the Company's liquidation (in each case as described in the Registration Statement) (such earlier date hereinafter referred to as the *"**Termination Date**"):*

i. The Sponsor shall make available, or cause to be made available, to the Company, directly or indirectly including through any of its affiliates, at 8 Marina View, Asia Square Tower 1 #41- 03, Singapore (or any successor location of the Sponsor), certain office space, utilities, and secretarial and administrative support as may be reasonably required by the Company from time to time. In exchange therefor, the Company shall pay the Sponsor the sum of $10,000 per month first payable on the Listing Date and thereafter payable in arrears within fifteen (15) calendar days after the end of each of the Company's fiscal quarters until the Termination Date; and

ii. The Sponsor hereby irrevocably waives any and all right, title, interest, causes of action and claims of any kind as a result of, or arising out of, this letter agreement (each, a *"**Claim**")* in or to, and any and all right to seek payment of any amounts due to it out of, the trust account established for the benefit of the public stockholders of the Company and into which substantially all of the proceeds of the Company's initial public offering will be deposited (the *"**Trust Account**"),* and hereby irrevocably waives any Claim it presently has or may have in the future, which Claim would reduce, encumber or otherwise adversely affect the Trust Account or any monies or other assets in the Trust Account, and further agrees not to seek recourse, reimbursement, payment or satisfaction of any Claim against the Trust Account or any monies or other assets in the Trust Account for any reason whatsoever.

This letter agreement constitutes the entire agreement and understanding of the parties hereto in respect of its subject matter and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby.

This letter agreement may not be amended, modified or waived as to any particular provision, except by a written instrument executed by the parties hereto.

No party hereto may assign either this letter agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee.

This letter agreement constitutes the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of New York, without giving effect to its choice of laws principles. This letter agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this letter agreement.

[Signature Page Follows]

Very truly yours,

L CATTERTON ASIA ACQUISITION CORP

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

[Signature Page to Administrative Support Agreement]

AGREED TO AND ACCEPTED BY:

LCA ACQUISITION SPONSOR, LP

Signed by LCA Acquisition Sponsor GP Limited

By: /s/ Soh Po Chuan Daniel
Name: Soh Po Chuan Daniel
Title: Director

Exhibit 10.3

Letter Agreement

Dated: March 10, 2021

L Catterton Asia Acquisition Corp
8 Marina View, Asia Square Tower 1
#41-03, Singapore 018960

Re: Initial Public Offering

Ladies and Gentlemen:

This letter (this "***Letter Agreement***") is being delivered to you in accordance with the Underwriting Agreement (the " ***Underwriting Agreement***") entered into by and between L Catterton Asia Acquisition Corp, a Cayman Islands exempted company (the "***Company***") and Credit Suisse Securities (USA) LLC, as representative (the "***Representative***") of the several underwriters named therein (the " ***Underwriters***"), relating to an underwritten initial public offering (the "***Public Offering***") of 28,750,000 of the Company's units (including 3,750,000 units that may be purchased pursuant to the Underwriters' option to purchase additional units, the "***Units***"), each comprising of one of the Company's Class A ordinary shares, par value $0.0001 per share (the " ***Ordinary Shares***"), and one-third of one redeemable warrant (each whole warrant, a " ***Warrant***"). Each Warrant entitles the holder thereof to purchase one Ordinary Share at a price of $11.50 per share, subject to adjustment, terms and limitations as described in the Prospectus (as defined below). The Units will be sold in the Public Offering pursuant to a registration statement on Form S-l and a prospectus (the "***Prospectus***") filed by the Company with the U.S. Securities and Exchange Commission (the "***Commission***"). Certain capitalized terms used herein are defined in paragraph 1 hereof.

In order to induce the Company and the Underwriters to enter into the Underwriting Agreement and to proceed with the Public Offering and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCA Acquisition Sponsor, LP, a Cayman Islands exempted limited partnership (the "***Sponsor***") and each of the undersigned (each, an " ***Insider***" and, collectively, the "***Insiders***") hereby agree with the Company as follows:

1. Definitions. As used herein, (i) "***Business Combination***" shall mean a merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses or entities; (ii) "***Founder Shares***" shall mean the 7,187,500 Class B ordinary shares of the Company, par value $0.0001 per share, outstanding prior to the consummation of the Public Offering; (iii) "***Private Placement Warrants***" shall mean the warrants to purchase Ordinary Shares of the Company that will be acquired by the Sponsor for an aggregate purchase price of $7,500,000 (or $8,250,000 if the underwriters' over-allotment option is exercised in full), or $1.50 per Warrant, in a private placement that shall close simultaneously with the consummation of the Public Offering (including Ordinary Shares issuable upon conversion thereof); (iv) "***Working Capital Warrants***" shall mean the warrants that may be issued in connection with financing the Company's transaction costs in connection with the Business Combination; (v) "***Extension Warrants***" shall mean the warrants that may be issued in connection with an extension of the period of time the Company has to consummate a Business Combination as set forth in the Articles (as defined below); (vi) "***Public Shareholders***" shall mean the holders of Ordinary Shares included in the Units issued in the Public Offering; (vii) "***Public Shares***" shall mean the Ordinary Shares included in the Units issued in the Public Offering; (viii) " ***Trust Account***" shall mean the trust account into which the net proceeds of the Public Offering and certain proceeds from the sale of the Private Placement Warrants shall be deposited; (vii) "***Transfer***" shall mean the (a) sale of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b); and (ix) "***Articles***" shall mean the Company's Amended and Restated Memorandum and Articles of Association, as the same may be amended from time to time.

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2. Representations and Warranties.

(a) The Sponsor and each Insider, with respect to itself, herself, or himself, represent and warrant to the Company that it, she or he has the full right and power, without violating any agreement to which it, she or he is bound (including, without limitation, any non-competition or non-solicitation agreement with any employer or former employer), to enter into this Letter Agreement, as applicable, and to serve as an officer of the Company and/or a director on the Company's Board of Directors (the "***Board***"), as applicable, and each Insider hereby consents to being named in the Prospectus, road show and any other materials as an officer and/or director of the Company, as applicable.

(b) Each Insider represents and warrants, with respect to herself or himself, that such Insider's biographical information furnished to the Company (including any such information included in the Prospectus) is true and accurate in all material respects and does not omit any material information with respect to such Insider's background. The Sponsor and each Insider's questionnaire furnished to the Company is true and accurate in all material respects. Each Insider represents and warrants that it, he or she is not subject to or a respondent in any legal action for, any injunction, cease-and-desist order or order or stipulation to desist or refrain from any act or practice relating to the offering of securities in any jurisdiction; it, he or she has never been convicted of, or pleaded guilty to, any crime (i) involving fraud, (ii) relating to any financial transaction or handling of funds of another person, or (iii) pertaining to any dealings in any securities and such Insider is not currently a defendant in any such criminal proceeding; and it, he or she has never been suspended or expelled from membership in any securities or commodities exchange or association or had a securities or commodities license or registration denied, suspended or revoked.

3. Business Combination Vote. It is acknowledged and agreed that the Company shall not enter into a definitive agreement regarding a proposed Business Combination without the prior consent of the Sponsor. The Sponsor and each Insider, with respect to itself or herself or himself, agrees that if the Company seeks shareholder approval of a proposed initial Business Combination, then in connection with such proposed initial Business Combination, it, she or he, as applicable, shall vote all Founder Shares and any Public Shares held by it, her or him, as applicable, in favor of such proposed initial Business Combination (including any proposals recommended by the Board in connection with such Business Combination) and not redeem any Public Shares held by it, her or him, as applicable, in connection with such shareholder approval.

4. Failure to Consummate a Business Combination; Trust Account Waiver .

(a) The Sponsor and each Insider hereby agree, with respect to itself, herself or himself, that in the event that the Company fails to consummate its initial Business Combination within the time period, including any extension, set forth in the Articles, the Sponsor and each Insider shall take all reasonable steps to cause the Company to (i) cease all operations except for the purpose of winding up; (ii) as promptly as reasonably possible but not more than 10

business days thereafter, redeem 100% of the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay its income taxes (less up to $100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares, which redemption will completely extinguish Public Shareholders' rights as shareholders (including the right to receive further liquidation distributions, if any); and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining shareholders and the Board, liquidate and dissolve, subject in each case to the Company's obligations under Cayman Islands law to provide for claims of creditors and in all cases subject to the other requirements of applicable law. The Sponsor and each Insider agree not to propose any amendment to the Articles (i) that would modify the substance or timing of the Company's obligation to provide holders of the Public Shares the right to have their shares redeemed in connection with an initial Business Combination or to redeem 100% of the Public Shares if the Company does not complete an initial Business Combination within the required time period set forth in the Articles, including any extension, or (ii) with respect to any other provision relating to the rights of holders of Public Shares unless the Company provides its Public Shareholders with the opportunity to redeem their Public Shares upon approval of any such amendment at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account and not previously released to the Company to pay taxes, if any, divided by the number of then-outstanding Public Shares.

(b) The Sponsor and each Insider, with respect to itself, herself or himself, acknowledges that it, she or he has no right, title, interest or claim of any kind in or to any monies held in the Trust Account or any other asset of the Company as a result of any liquidation of the Company with respect to the Founder Shares held by it, her or him, if any. The Sponsor and each of the Insiders hereby further waive, with respect to any Founder Shares and Public Shares held by it, her or him, as applicable, any redemption rights it, she or he may have in connection with the consummation of a Business Combination, including, without limitation, any such rights available in the context of a shareholder vote to approve such Business Combination or a shareholder vote to approve an amendment to the Articles (i) that would modify the substance or timing of the Company's obligation to provide holders of the Public Shares the right to have their shares redeemed in connection with an initial Business Combination or to redeem 100% of the Public Shares if the Company has not consummated an initial Business Combination within the time period set forth in the Articles or (ii) with respect to any other provision relating to the rights of holders of Public Shares (although the Sponsor and the Insiders shall be entitled to liquidation rights with respect to any Public Shares they hold if the Company fails to consummate a Business Combination within the required time period set forth in the Articles). The Sponsor and each Insider acknowledge and agree, with respect to itself, herself or himself, that there will be no distribution from the Trust Account with respect to any warrants, all rights of which will terminate on the Company's liquidation.

(c) Each of the undersigned acknowledges and agrees that prior to entering into a definitive agreement for a Business Combination with a target business that is affiliated with the undersigned or any other Insiders of the Company or their respective affiliates, the Company must obtain an opinion from an independent investment banking firm or an independent accounting firm that such Business Combination is fair to the Company from a financial point of view.

5. Lock-up; Transfer Restrictions.

(a) The Sponsor and each Insider agree that it, she or he shall not Transfer any Founder Shares (the " ***Founder Shares Lock-up***") until the earliest of (A) one year after the completion of an initial Business Combination and (B) subsequent to an initial Business Combination, (x) if the closing price of the Ordinary Shares equals or exceeds $12.00 per share (as adjusted for share subdivisions, share capitalizations, share consolidations, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Company's initial Business Combination, or (y) the date on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Company's shareholders having the right to exchange their Ordinary Shares for cash, securities or other property (the "***Founder Shares Lock-up Period***").

(b) The Sponsor and each Insider agree that it, he or she shall not effectuate any Transfer of Private Placement Warrants, Working Capital Warrants or Extension Warrants or Ordinary Shares underlying such warrants until 30 days after the completion of an initial Business Combination.

(c) Notwithstanding the provisions set forth in paragraphs 5(a) and (b), Transfers of the Founder Shares, Private Placement Warrants, Working Capital Warrants and Extension Warrants, and Ordinary Shares underlying the Private Placement Warrants, Working Capital Warrants and Extension Warrants are permitted (a) to the Company's officers or directors, any affiliate or family member of any of the Company's officers or directors, any members or partners of the Sponsor or their affiliates, any affiliates of the Sponsor, 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, Private Placement Warrants, Working Capital Warrants and Extension Warrants or Ordinary Shares, as applicable, were originally purchased; (f) by virtue of the Sponsor's organizational documents upon liquidation or dissolution of the Sponsor; (g) to the Company for no value for cancellation in connection with the consummation of an initial Business Combination; (h) in the event of the Company's liquidation prior to the completion of a Business Combination; or (i) in the event of completion of a liquidation, merger, share exchange or other similar transaction which results in all of the Company's Public Shareholders having the right to exchange their Ordinary Shares for cash, securities or other property subsequent to the completion of an initial Business Combination; provided, however, that in the case of clauses (a) through (f) and (h) these permitted transferees must enter into a written agreement agreeing to be bound by these transfer restrictions.

(d) During the period commencing on the effective date of the Underwriting Agreement and ending 180 days after such date, the Sponsor and each Insider shall not, without the prior written consent of the Representative, Transfer any Units, Ordinary Shares, Warrants or any other securities convertible into, or exercisable or exchangeable for, Ordinary Shares held by it, her or him, as applicable, subject to certain exceptions enumerated in Section 4(h) of the Underwriting Agreement.

6. Remedies. The Sponsor and each of the Insiders hereby agree and acknowledge that (i) each of the Underwriters and the Company would be irreparably injured in the event of a breach by the Sponsor or such Insider of its, her or his obligations, as applicable under paragraphs 3, 4, 5, 7, 10 and 11, (ii) monetary damages may not be an adequate remedy for such breach and (iii) the non-breaching party shall be entitled to injunctive relief, in addition to any other remedy that such party may have in law or in equity, in the event of such breach.

7. Payments by the Company. Except as disclosed in the Prospectus, neither the Sponsor nor any affiliate of the Sponsor nor any director or officer of the Company nor any affiliate of the directors and officers shall receive from the Company any finder's fee, reimbursement, consulting fee, monies in

respect of any payment of a loan or other compensation prior to, or in connection with any services rendered in order to effectuate the consummation of the Company's initial Business Combination (regardless of the type of transaction that it is).

8. Director and Officer Liability Insurance. The Company will maintain an insurance policy or policies providing directors' and officers' liability insurance, and the Insiders shall be covered by such policy or policies, in accordance with its or their terms, to the extent of the coverage available for any of the Company's directors or officers.

9. Termination. This Letter Agreement shall terminate on the earlier of (i) the expiration of the Founder Shares Lock-up Period and (ii) the liquidation of the Company.

10. Indemnification. In the event of the liquidation of the Trust Account upon the failure of the Company to consummate its initial Business Combination within the time period set forth in the Articles, the Sponsor (the "***Indemnitor***") agrees to indemnify and hold harmless the Company against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, whether pending or threatened) to which the Company may become subject as a result of any claim by (i) any third party for services rendered or products sold to the Company (except for the Company's independent auditors) or (ii) any prospective target business with which the Company has discussed entering into a transaction agreement (a "***Target***") provided, however, that such indemnification of the Company by the Indemnitor (x) shall apply only to the extent necessary to ensure that such claims by a third party for services rendered or products sold to the Company or a Target do not reduce the amount of funds in the Trust Account to below the lesser of (i) $10.00 per Public Share and (ii) the actual amount per Public Share held in the Trust Account as of the date of the liquidation of the Trust Account if less than $ 10.00 per Public Share due to reductions in the value of the trust assets, in each case net of interest that may be withdrawn to pay the Company's tax obligations, (y) shall not apply to any claims by a third party or Target who executed a waiver of any and all rights to the monies held in the Trust Account (whether or not such waiver is enforceable) and (z) shall not apply to any claims under the Company's indemnity of the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. The Indemnitor shall have the right to defend against any such claim with counsel of its choice reasonably satisfactory to the Company if, within 15 days following written receipt of notice of the claim to the Indemnitor, the Indemnitor notifies the Company in writing that it shall undertake such defense.

11. Forfeiture of Founder Shares. To the extent that the Underwriters do not exercise their option to purchase additional Units within 45 days from the date of the Prospectus in full (as further described in the Prospectus), the Sponsor agrees to automatically surrender to the Company for no consideration, for cancellation at no cost, an aggregate number of Founder Shares so that the number of Founder Shares will equal, on an as converted basis, an aggregate of 20% of the sum of the total number of Ordinary Shares and Founder Shares outstanding at such time. The Sponsor and Insiders further agree that to the extent that the size of the Public Offering is increased or decreased, the Company will effect a share capitalization or a share surrender or redemption or other appropriate mechanism, as applicable, with respect to the Founder Shares immediately prior to the consummation of the Public Offering in such amount as to maintain the number of Founder Shares, on an as-converted basis, at 20% of the sum of the total number of Ordinary Shares and Founder Shares outstanding at such time.

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12. Entire Agreement. This Letter Agreement constitutes the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby. This Letter Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

13. Assignment. No party hereto may assign either this Letter Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other parties. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee. This Letter Agreement shall be binding on the Sponsor, each of the Insiders and each of their respective successors, heirs, personal representative and assigns and permitted transferees.

14. Counterparts. This Letter Agreement may be executed in any number of original, facsimile or other electronic counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

15. Effect of Headings. The paragraph headings herein are for convenience only and are not part of this Letter Agreement and shall not affect the interpretation thereof.

16. Severability. This Letter Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Letter Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Letter Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

17. Governing Law. This Letter Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Letter Agreement shall be brought and enforced in the courts of New York City or in the State of New York, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive, and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

18. Notices. Any notice, consent or request to be given in connection with any of the terms or provisions of this Letter Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery or facsimile or other electronic transmission.

[Signature Page Follows]

Sincerely,

LCA ACQUISITION SPONSOR, LP

Signed by LCA Acquisition Sponsor GP Limited

By: /s/ Soh Po Chuan Daniel
Name: Soh Po Chuan Daniel
Title: Director

[Signature Page to Letter Agreement]

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

[Signature Page to Letter Agreement]

By: /s/ Scott Chen
Name: Scott Chen
Title: Co-Chief Executive Officer and Director

[Signature Page to Letter Agreement]

By: /s/ Howard Steyn
Name: Howard Steyn
Title: President

[Signature Page to Letter Agreement]

By: /s/ John Sculley
Name: John Sculley
Title: Director

[Signature Page to Letter Agreement]

By: /s/ Frank N. Newman
Name: Frank N. Newman
Title: Director

[Signature Page to Letter Agreement]

By: /s/ Anish Melwani
Name: Anish Melwani
Title: Director

[Signature Page to Letter Agreement]

Acknowledged and Agreed:

L CATTERTON ASIA ACQUISITION CORP

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer and Director

[Signature Page to Letter Agreement]

Exhibit 10.4

SPONSOR SUPPORT AGREEMENT

This SPONSOR SUPPORT AGREEMENT (this "Agreement") is made and entered into as of January 31, 2023, by and among Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "Company"), L Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC"), and the shareholders of SPAC set forth on Schedule A hereto (each, a "Founder Shareholder" and collectively, the "Founder Shareholders").

WHEREAS, capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Agreement and Plan of Merger (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement") dated as of the date hereof, entered into by and among the Company, Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Merger Sub 1"), Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Merger Sub 2"), and SPAC, pursuant to which, among other things, (i) Merger Sub 1 will merge with and into SPAC, with SPAC surviving the First Merger as a wholly owned subsidiary of the Company (the "First Merger"), and (ii) SPAC will merge with and into Merger Sub 2, with Merger Sub 2 surviving the Second Merger as a wholly owned subsidiary of the Company (the "Second Merger" and together with the First Merger, collectively, the "Mergers");

WHEREAS, each Founder Shareholder is, as of the date of this Agreement, the sole beneficial and legal owner (except with respect to the Owned Shares of Sponsor, of which the general partner of Sponsor is also a beneficial owner) of (a) the number of SPAC Class B Shares, and (b) the number of SPAC Warrants, in each case, set forth opposite such Founder Shareholder's name on Schedule A hereto (with respect to such Founder Shareholder, all such securities set forth in clauses (a) and (b), being collectively referred to herein as its "Owned Shares"; and the Owned Shares and any other SPAC Securities (or any securities convertible into or exercisable or exchangeable for SPAC Securities) acquired by such Founder Shareholder after the date of this Agreement and during the term of this Agreement, being collectively referred to herein as the "Subject Shares" of such Founder Shareholder; and such SPAC Class B Shares beneficially owned by Sponsor as of the date of this Agreement, being referred to herein as the "Sponsor Shares"); and

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, the Company and SPAC have requested that each Founder Shareholder enter into this Agreement.

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

ARTICLE I
Representations and Warranties of Founder Shareholders

Each Founder Shareholder hereby represents and warrants to the Company and SPAC as follows:

1.1 Corporate Organization. Such Founder Shareholder, if an entity, has been duly formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or registration and has the requisite power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted.

1.2 Due Authorization. Such Founder Shareholder, if an entity, has all requisite power and authority, and if an individual, has full legal capacity, right and authority, to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. If such Founder Shareholder is an entity, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized and no other corporate or equivalent proceeding on the part of such Founder Shareholder is necessary to authorize the execution and delivery of this Agreement or such Founder Shareholder's performance hereunder or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Founder Shareholder and, assuming due authorization and execution by each other party hereto, constitutes a legal, valid and binding obligation of such Founder Shareholder, enforceable against such Founder Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

1.3 Governmental Authorities; Consents. No consent of or with any Governmental Authority on the part of such Founder Shareholder is required to be obtained or made in connection with the execution, delivery or performance by such Founder Shareholder of this Agreement or the consummation by such Founder Shareholder of the transactions contemplated hereby, other than (a) applicable requirements, if any, of the Securities Act, the Exchange Act, and/ or any state "blue sky" securities Laws, and the rules and regulations thereunder and (b) where the failure to obtain or make such consents or to make such filings or notifications would not reasonably be expected to prevent, impede or, in any material respect, delay or adversely affect the execution and performance by such Founder Shareholder of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

1.4 No-Conflict. The execution, delivery and performance by such Founder Shareholder of this Agreement do not and will not (a) if such Founder Shareholder is an entity, contravene or conflict with or violate any provision of, or result in the breach of the Organizational Documents of such Founder Shareholder, (b) contravene or conflict with or result in a violation of any provision of any Law or Governmental Order binding upon or applicable to such Founder Shareholder or any of its properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Contract to which such Founder Shareholder is a party, or (d) result in the creation or imposition of any Encumbrance on any properties or assets of such Founder Shareholder, except in the case of each of clauses (b) through (d) that do not, and would not reasonably be expected to, prevent, impede or, in any material respect, delay or adversely affect the performance by such Founder Shareholder of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

1.5 Subject Shares. Subject to any Transfer permitted under Section 4.2, such Founder Shareholder is the sole legal and beneficial owner of the Subject Shares (except with respect to the Subject Shares of Sponsor, of which the general partner of Sponsor is also a beneficial owner), and all such Subject Shares are owned by such Founder Shareholder free and clear of all Encumbrances, other than Encumbrances pursuant to this Agreement,

the other Transaction Documents, the Organizational Documents of SPAC, the Letter Agreement (as defined below) and any applicable securities Laws. Such Founder Shareholder does not legally or beneficially own any shares or warrants of SPAC other than the Subject Shares. Such Founder Shareholder has the sole right to vote the Subject Shares (to the extent such securities have voting rights), and none of the Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Subject Shares, except as contemplated by (i) this Agreement and (ii) the Letter Agreement, dated as of March 10, 2021, among SPAC, LCA Acquisition Sponsor, LP, a Cayman Islands exempted limited partnership ("Sponsor") and SPAC's officers and directors (the " Letter Agreement").

1.6 Acknowledgement. Such Founder Shareholder understands and acknowledges that each of the Company and SPAC is entering into the Merger Agreement in reliance upon such Founder Shareholder's execution and delivery of this Agreement. Such Founder Shareholder has received a copy of the Merger Agreement and is familiar with the provisions of the Merger Agreement.

1.7 Absence of Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending against, or, to the knowledge of such Founder Shareholder, threatened against, such Founder Shareholder or any of such Founder Shareholder's properties or assets (including such Founder Shareholder's Owned Shares) that could reasonably be expected to prevent, delay or impair the ability of such Founder Shareholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

1.8 Adequate Information. Such Founder Shareholder is a sophisticated shareholder and has adequate information concerning the business and financial condition of SPAC and the Company to make an informed decision regarding this Agreement and the transactions contemplated by the Merger Agreement, and has independently and without reliance upon SPAC or the Company and based on such information as such Founder Shareholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. Such Founder Shareholder acknowledges that SPAC and the Company have not made and do not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement or the Merger Agreement. Such Founder Shareholder acknowledges that the agreements contained herein with respect to the Subject Shares held by such Founder Shareholder are irrevocable and shall only terminate pursuant to Section 6.2 hereof.

1.9 Restricted Securities. Such Founder Shareholder understands that the Company Ordinary Shares to be held by it immediately following the consummation of the Mergers will be "restricted securities" under applicable U.S. federal and state securities Laws and, if such Founder Shareholder is an affiliate of the Company, "control securities" as such term is used under Rule 144 promulgated under the Securities Act, and that, pursuant to these Laws, such Founder Shareholder must hold such Company Ordinary Shares indefinitely unless (a) they are registered with the SEC and qualified by state authorities, or (b) an exemption from such registration and qualification requirements is available, and that any certificates or book entries representing the Company Ordinary Shares shall contain a legend to such effect.

1.10 Additional Representations and Warranties of Individual Founder Shareholder . Such Founder Shareholder, if an individual, (a) is not a minor, and is of full age and sound mind; and (b) has such knowledge and experience in financial and business matters that he or she is capable of evaluating the risks of the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE II
Representations and Warranties of SPAC

SPAC hereby represents and warrants to each Founder Shareholder and the Company as follows:

2.1 Corporate Organization. SPAC is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands and has the requisite corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted.

2.2 Due Authorization . SPAC has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized and approved by the board of directors of SPAC and no other corporate or equivalent proceeding on the part of SPAC is necessary to authorize the execution and delivery of this Agreement or SPAC's performance hereunder or to consummate the transactions contemplated hereby (except that the SPAC Shareholders' Approval is a condition to the respective obligations of each party to the Merger Agreement to consummate the Mergers). This Agreement has been duly and validly executed and delivered by SPAC and, assuming due authorization and execution by each other party hereto, constitutes a legal, valid and binding obligation of SPAC, enforceable against SPAC in accordance with its terms, subject to the Enforceability Exceptions.

2.3 No-Conflict. Subject to Section 4.5 of the SPAC Disclosure Letter and obtaining the SPAC Shareholders' Approval, the execution, delivery and performance by SPAC of this Agreement and the consummation of the transactions by SPAC contemplated hereby do not and will not (a) contravene or conflict with or violate any provision of, or result in the breach of the Organizational Documents of SPAC, (b) contravene or conflict with or result in a violation of any provision of any Law, Permit or Governmental Order binding upon or applicable to SPAC or any of its properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Contract to which SPAC is a party, or (d) result in the creation or imposition of any Encumbrance upon any of the properties or assets of SPAC (including the Trust Account), except in the case of each of clauses (b) through (d) that do not, and would not reasonably be expected to, prevent, impede or, in any material respect, delay or adversely affect the performance by SPAC of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE III
Representations and Warranties of the Company

The Company hereby represents and warrants to each Founder Shareholder and SPAC as follows:

3.1 Corporate Organization. The Company is an exempted company duly incorporated, is validly existing and is in good standing under the Laws of the Cayman Islands and has the requisite corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted.

3.2 Due Authorization. The Company has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the

consummation of the transactions contemplated hereby have been duly authorized by the Company Board, and no other corporate proceeding on the part of the Company is necessary to authorize this Agreement or the Company's performance hereunder (except that the Company Shareholders' Approval is a condition to the respective obligations of each party to the Merger Agreement to consummate of the Transactions). This Agreement has been duly and validly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery by each other party hereto, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.

3.3 No-Conflict. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby do not and will not, (a) contravene or conflict with, violate any provision of, trigger shareholder rights that have not been duly waived under, or result in the breach of the Organizational Documents of the Company or any of its Subsidiaries, (b) contravene or conflict with or constitute a violation of any provision of any Law, Material Permit or Governmental Order binding upon or applicable to the Company or any of its Subsidiaries or any of their respective properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Contracts to which the Company is a party, or (d) result in the creation or imposition of any Encumbrance on any properties or assets or Equity Security of the Company or any of its Subsidiaries (other than any Permitted Encumbrance), except in the case of clauses (b) through (d) above that do not, and would not reasonably be expected to prevent, impede or, in any material respect, delay or adversely affect the performance by the Company of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE IV
Agreement to Vote; Certain Other Covenants of Founder Shareholders

Each Founder Shareholder covenants and agrees during the term of this Agreement as follows:

4.1 Agreement to Vote.

(a) In Favor of the SPAC Shareholders' Approval. From the date of this Agreement until the date of termination of this Agreement, at any meeting of SPAC Shareholders called to seek the SPAC Shareholders' Approval or SPAC Shareholder Extension Approval, including any extraordinary general meeting (as defined in the SPAC Charter), or at any adjournment thereof or postponement thereof, or in connection with any written consent or written resolutions of SPAC Shareholders (or any of them) or in any other circumstances upon which a vote, consent or other approval with respect to the Transactions, the Merger Agreement or any other Transaction Documents is sought, such Founder Shareholder shall (i) if a meeting is held, appear at such meeting in person or by proxy or otherwise cause the Subject Shares to be counted as present at such meeting for purposes of establishing a quorum, and (ii) vote or cause to be voted (including by proxy, withholding class vote and/or written consent or written resolutions, if applicable) the Subject Shares in favor of granting the SPAC Shareholders' Approval or the SPAC Shareholder Extension Approval or, if there are insufficient votes in favor of granting the SPAC Shareholders' Approval or the SPAC Shareholder Extension Approval, in favor of the adjournment or postponement of such meeting of SPAC Shareholders to a later date.

(b) Against Other Transactions. From the date of this Agreement until the date of termination of this Agreement, at any meeting of SPAC Shareholders or at any adjournment or postponement thereof, or in connection with any written consent or written resolutions of SPAC Shareholders (or any of them) or in any other circumstances upon which such Founder Shareholder's vote, consent or other approval is sought, such Founder Shareholder shall (i) if a meeting is held, appear at such meeting in person or by proxy or otherwise cause the Subject Shares to be counted as present at such meeting for purposes of establishing a quorum, (ii) vote (or cause to be voted) the Subject Shares (including by proxy, withholding class vote and/or written consent or written resolutions, if applicable) against (v) any business combination agreement, merger agreement or merger, scheme of arrangement, business combination, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by SPAC or any public offering of any Equity Securities of SPAC (other than the Merger Agreement, the First Merger and the Transactions), (w) other than in connection with the Transactions, any SPAC Acquisition Proposal, (x) allowing SPAC to execute or enter into, any agreement related to a SPAC Acquisition Proposal other than in connection with the Transactions, or (y) any amendment of Organizational Documents of SPAC (other than in connection with the Transactions), or entering into any agreement or agreement in principle or other proposal or transaction involving SPAC, which amendment, agreement or other proposal or transaction would be reasonably likely to in any material respect impede, interfere with, delay or attempt to discourage, frustrate the purposes of, result in a breach by SPAC of, result in the termination or failure to consummate of, or nullify any provision of, the Merger Agreement or any other Transaction Document, the Transactions or change in any manner the voting rights of any class of SPAC's share capital.

(c) Revoke Other Proxies. Such Founder Shareholder represents and warrants that any proxies or powers of attorney heretofore given in respect of the Subject Shares that may still be in effect are not irrevocable, and such proxies or powers of attorney have been or are hereby revoked, other than the voting and other arrangements under the Letter Agreement.

(d) Irrevocable Proxy and Power of Attorney. Such Founder Shareholder hereby unconditionally and irrevocably grants to, and appoints, the Company and any individual designated in writing by the Company, and each of them individually, as such Founder Shareholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Founder Shareholder, to vote the Subject Shares, or grant a written consent or approval in respect of the Subject Shares, in a manner consistent with Section 4.1(a). Such Founder Shareholder understands and acknowledges that the Company is entering into the Merger Agreement in reliance upon such Founder Shareholder's execution and delivery of this Agreement. Such Founder Shareholder hereby affirms that the irrevocable proxy and power of attorney set forth in this Section 4.1(d) are given in connection with the execution of the Merger Agreement, and that such irrevocable proxy and power of attorney are given to secure a proprietary interest and may under no circumstances be revoked. Such Founder Shareholder hereby ratifies and confirms all that such irrevocable proxy and power of attorney may lawfully do or cause to be done by virtue hereof. SUCH IRREVOCABLE PROXY AND POWER OF ATTORNEY IS EXECUTED AND INTENDED TO BE IRREVOCABLE IN ACCORDANCE WITH THE PROVISIONS OF THE POWERS OF ATTORNEY ACT (AS REVISED) OF THE CAYMAN ISLANDS. The irrevocable proxy and power of attorney granted hereunder shall automatically terminate upon the termination of this Agreement.

4.2 No Transfer. From the date of this Agreement until the date of termination of this Agreement, such Founder Shareholder shall not, directly or indirectly, (i) (a) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option, right or warrant to purchase or otherwise transfer, dispose of or agree to transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the SEC promulgated thereunder, with respect to any Subject Share, (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Subject Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) publicly

announce any intention to effect any transaction specified in clause (a) or (b) (the actions specified in clauses (a) to (c), collectively, "Transfer"), other than pursuant to the Mergers, (ii) grant any proxies or powers of attorney or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, voting deed or otherwise (including pursuant to any loan of Subject Shares), or enter into any other agreement, with respect to any Subject Shares, in each case, other than as set forth in this Agreement, any existing voting arrangements expressly forth in the Letter Agreement, the Merger Agreement or other Transaction Documents, (iii) take any action that would reasonably be expected to make any representation or warranty of such Founder Shareholder herein untrue or incorrect, or would reasonably be expected to have the effect of preventing or disabling any Founder Shareholder from performing its obligations hereunder, or (iv) commit or agree to take any of the foregoing actions. Notwithstanding the foregoing, such Founder Shareholder may make Transfers of the Subject Shares (A) pursuant to this Agreement, (B) upon the consent of the Company and SPAC, (C) in the case of an individual, by gift to a member of one of the individual's immediate family, to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person, (D) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual, (E) in the case of an individual, pursuant to a qualified domestic relations order, (F) in the case of an individual, pursuant to a charitable gift or contribution, and (G) in the case of an entity, by virtue of such Founder Shareholder's Organizational Documents upon liquidation or dissolution of such Founder Shareholder; *provided* that, in each case of clauses (A) through (G), the power to vote (including, without limitation, by proxy or power of attorney) and otherwise fulfill such Founder Shareholder's obligations under this Agreement is not relinquished or prior to, and as a condition to the effectiveness of any such Transfer, such transferee shall enter into a written agreement, in form and substance reasonably satisfactory to the Company and SPAC, agreeing to be bound by this Agreement to the same extent as such Founder Shareholder was with respect to such transferred Subject Shares; *provided*, *further*, that in the case of clauses (D), (E) or (F), the transferee will not be required to assume voting obligations if the transferee's assumption of such obligations would violate any applicable Laws, including any securities Laws, or would reasonably be expected to materially delay or impede the Registration Statement or Proxy Statement being declared effective under the Securities Act. Any action attempted to be taken in violation of the preceding sentence will be null and void.

4.3 Waiver of Appraisal and Dissenters' Rights. Each Founder Shareholder hereby irrevocably waives, and agrees not to exercise or assert, any dissenters' rights under Section 238 of the Cayman Act and any other similar statute in connection with the Transactions and the Merger Agreement.

4.4 Waiver of Anti-Dilution Protection. Such Founder Shareholder hereby waives, and agrees not to exercise, assert or claim, to the fullest extent permitted by applicable Law, the ability to adjust the Initial Conversion Ratio (as defined in the SPAC Charter) pursuant to Article 26 of the SPAC Charter in connection with the Transactions.

4.5 No Redemption. Such Founder Shareholder irrevocably and unconditionally agrees that, from the date hereof and until the termination of this Agreement, such Founder Shareholder shall not elect to cause SPAC to redeem any Subject Shares now or at any time legally or beneficially owned by such Founder Shareholder, or submit or surrender any of its Subject Shares for redemption, in connection with the Transactions.

4.6 New Securities. In the event that prior to the Closing (a) any SPAC Securities or other securities are issued or otherwise distributed to such Founder Shareholder, including, without limitation, pursuant to any share dividend or distribution, or any change occurs in any of the SPAC Securities or other share capital of SPAC by reason of any share subdivision, recapitalization, combination, reverse share split, consolidation, exchange of shares or the like, (b) such Founder Shareholder acquires legal or beneficial ownership of any SPAC Securities after the date of this Agreement, including upon exercise of options or warrants, settlement of restricted share units or capitalization of working capital loans, or (c) such Founder Shareholder acquires the right to vote or share in the voting of any SPAC Securities after the date of this Agreement (collectively, the "New Securities"), the term "Subject Shares" shall be deemed to refer to and include such New Securities (including all such share dividends and distributions and any securities into which or for which any or all of the Subject Shares may be changed or exchanged into).

4.7 Sponsor Letter Agreement. Each of the Founder Shareholders and SPAC hereby agree that (a) from the date hereof until the termination of this Agreement, none of them shall, or shall agree to, amend, modify or vary the Letter Agreement, except as otherwise provided for under this Agreement, the Merger Agreement or any other Transaction Document or with the prior written consent of the Company; and (b) the Lock-Up Restrictions (as defined below) shall supersede the lock-up provisions applicable to Founder Shares (as defined in the Letter Agreement) contained in Section 5 of the Letter Agreement.

4.8 Sponsor Affiliate Agreements. Each of the Founder Shareholders and SPAC hereby agrees that each agreement in effect as of the First Effective Time between SPAC, on the one hand, and Sponsor or any of Sponsor's Affiliates (other than SPAC) or any other Founder Shareholder, on the other hand (but excluding any Transaction Document and the Letter Agreement) (such agreements, collectively, the "Sponsor Affiliate Agreements") will be terminated effective as of the First Effective Time, and thereupon shall be of no further force or effect, without any further action on the part of any of any Founder Shareholder or SPAC; *provided* that, if there is any obligation to be discharged (including any payment owed) as of the First Effective Time by either the Founder Shareholders or SPAC under any Sponsor Affiliate Agreement, such Sponsor Affiliate Agreement(s) will be terminated as of immediately following the discharge of such obligations. On and from the effectiveness of such terminations none of SPAC, the Founder Shareholders, or any of their respective Affiliates or Subsidiaries shall have any further rights, duties, liabilities or obligations under any of the Sponsor Affiliate Agreements and each of the Founder Shareholders and SPAC (for and on behalf of its Affiliates and Subsidiaries) hereby releases in full any and all claims with respect thereto with effect on and from the effectiveness of such terminations.

4.9 Additional Matters. Such Founder Shareholder shall, from time to time, (i) execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as the Company or SPAC may reasonably request for the purpose of effectively consummating the transactions contemplated by this Agreement, the Merger Agreement and the other Transaction Documents and (ii) refrain from exercising any veto right, consent right or similar right (whether under the Organizational Documents of SPAC or the Cayman Act) which would prevent, impede or, in any material respect, delay or adversely affect the consummation of the Transactions.

4.10 Acquisition Proposals; Confidentiality. Such Founder Shareholder shall be bound by and comply with Section 6.3 (*Acquisition Proposals and Alternative Transactions*) and Section 10.14 (*Confidentiality*) of the Merger Agreement (and any relevant definitions contained in any such sections) as if (a) such Founder Shareholder was an original signatory to the Merger Agreement with respect to such provisions, and (b) each reference to "SPAC" contained in Section 6.3 of the Merger Agreement and "Affiliates" contained in Section 10.14 of the Merger Agreement shall also refer to such Founder Shareholder.

4.11 Consent to Disclosure. Such Founder Shareholder consents to and authorizes the Company or SPAC, as applicable, to publish and disclose in all documents and schedules filed with the SEC or any other Governmental Authority or applicable securities exchange, and any press release or other disclosure document that the Company or SPAC, as applicable, reasonably determines to be necessary or advisable in connection with the Transactions or any other transactions contemplated by the Merger Agreement or this Agreement, such Founder Shareholder's identity and ownership of the Subject Shares, the existence of this Agreement and the nature of such Founder Shareholder's commitments and obligations under this Agreement, and such Founder Shareholder acknowledges that the Company or SPAC may, in their sole discretion, file this Agreement or a form hereof with the SEC or any other Governmental Authority or securities exchange. Such Founder Shareholder shall promptly give the Company or SPAC, as applicable, any information that is in its possession that the Company or SPAC, as applicable, may reasonably request for the preparation of any such disclosure documents, and such Founder Shareholder agrees to promptly notify the Company and SPAC of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure document, if and to the extent that such Founder Shareholder shall become aware that any such information shall have become false or misleading in any material respect.

4.12 Lock-Up Provisions.

(a) Subject to the exceptions set forth herein, during the Lock-Up Period (as defined below), such Founder Shareholder agrees not to, without the prior written consent of the Company Board, Transfer any Locked-Up Securities held by it. The foregoing limitations shall remain in full force and effect for a period of six (6) months from and after the Closing (such period, the "Lock-Up Period") with respect to all the Locked-Up Securities; *provided* that, if any Company Shareholder enters into or is or becomes subject to an agreement relating to the subject matter set forth in this Section 4.12 in connection with the Mergers on terms and conditions less restrictive than those agreed to herein (or such terms and conditions are subsequently relaxed including as a result of a modification, waiver or amendment), then such less restrictive terms and conditions shall, without further action of any of the parties hereto, automatically apply to each Founder Shareholder and any applicable sections of this Agreement shall be deemed amended accordingly. For purpose of this Section 4.12, "Locked-Up Securities" means any Company Ordinary Shares and Company Warrants that are held by each Founder Shareholder immediately after the First Effective Time and any Company Ordinary Shares acquired by such Founder Shareholder upon the conversion, exercise or exchange of the SPAC Warrants or Company Warrants.

(b) The restrictions set forth in Section 4.12(a) (the "Lock-Up Restrictions") shall not apply to:

(i) in the case of an entity, Transfers to (A) any affiliate (as defined below) of such entity or any director, officer or employee of such affiliates, or their immediate family (as defined below), (B) any officer, director or employee of such entity, or their immediate family, (C) any shareholder, partner or member of such entity or its affiliates;

(ii) in the case of Sponsor, to any investment fund or other entity controlled or managed by L Catterton Asia Advisors or any of its Affiliates;

(iii) in the case of an individual, Transfers by gift to members of such individual's immediate family or to a trust, the beneficiary of which is a member of such individual's immediate family, an affiliate of such Person or to a charitable organization;

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

(v) in the case of an individual, Transfers by operation of law or pursuant to a court order, such as a qualified domestic relations order, divorce decree or separation agreement;

(vi) in the case of an individual, Transfers to a partnership, limited liability company or other entity of which such individual and/or the immediate family of such individual is the legal and beneficial owner of all of the outstanding Equity Securities or similar interests;

(vii) in the case of an entity, Transfers by virtue of the Laws of the state of such entity's organization and such entity's Organizational Documents upon dissolution of such entity;

(viii) pledges of any Locked-Up Securities to a financial institution that create a mere security interest in such Locked-Up Securities pursuant to a bona fide loan or indebtedness transaction so long as such Founder Shareholder continues to control the exercise of the voting rights of such pledged Locked-Up Securities (as well as any foreclosures on such pledged Locked-Up Securities so long as the transferee in such foreclosure agrees to become a party to this Agreement and be bound by all obligations applicable to such Founder Shareholder, *provided* that such agreement shall only take effect in the event that the transferee takes possession of the Locked-Up Securities as a result of foreclosure);

(ix) Transfers of any Company Ordinary Shares acquired as part of the PIPE Financing;

(x) transactions relating to Company Ordinary Shares or other securities convertible into or exercisable or exchangeable for Company Ordinary Shares acquired in open market transactions after the Closing, *provided* that no such transaction is required to be, or is, publicly announced (whether on Form 4, Form 5 or otherwise, other than a required filing on Schedule 13F, 13G or 13G/A) during the applicable Lock-Up Period;

(xi) the exercise of any options or warrants to purchase Company Ordinary Shares (which exercises may be effected on a cashless basis to the extent the instruments representing such options or warrants permit exercises on a cashless basis);

(xii) the establishment, at any time after the Closing, by the Company of a trading plan providing for the sale of Company Ordinary Shares that meets the requirements of Rule 10b5-1(c) under the Exchange Act (a "Trading Plan"); *provided*, *however*, that no sales of Locked-Up Securities, shall be made by such Founder Shareholder pursuant to such Trading Plan during the Lock-Up Period and no public announcement or filing is voluntarily made regarding such Trading Plan during the Lock-Up Period;

(xiii) Transfers made in connection with a liquidation, merger, share exchange or other similar transaction that results in all of the Company's shareholders having the right to exchange their Company Ordinary Shares for cash, securities or other property subsequent to the Closing Date; and

(xiv) transactions to satisfy any actual U.S. federal, state, or local income tax payment obligations of any Founder Shareholder (or its direct or indirect owners) directly resulting from such Founder Shareholder's reporting position regarding the U.S. federal, state, or local income tax treatment of the Mergers;

provided, however, that in the case of clauses (i) through (viii), these permitted transferees must enter into a written agreement, in substantially the form of this Agreement, agreeing to be bound by the Lock-Up Restrictions and shall have the same rights and benefits as a Founder Shareholder under this Agreement. For purposes of this paragraph, "affiliate" shall have the meaning set forth in Rule 405 under the Securities Act of 1933, as amended, and "immediate family" means, as to a natural person, such individual's spouse, former spouse, domestic partner, child (including by adoption), father, mother, brother or sister, and lineal descendant (including by adoption) of any of the foregoing persons.

(c) For the avoidance of doubt, such Founder Shareholder shall retain all of its rights as a shareholder of the Company during the Lock-Up Period, including the right to vote any Locked-Up Securities or receive any dividends or distributions thereon.

(d) In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the Locked-Up Securities, are hereby authorized to decline to make any Transfer of securities if such Transfer would constitute a violation or breach of the Lock-Up Restrictions.

ARTICLE V
Additional Sponsor Agreements; Sponsor Share Forfeiture and Earn-Out

5.1 Sponsor Affiliate PIPE Financing and Lock-Up Release .

(a) During the Interim Period, Sponsor shall, and shall cause its Affiliates to, use commercially reasonable efforts to obtain executed Subscription Agreements (the "Sponsor Affiliate Subscription Agreements ") from certain Affiliates of Sponsor as may be approved by the Company from time to time pursuant to which such Affiliates of Sponsor commit to participate in the PIPE Financing (the "Sponsor Affiliate PIPE Financing," and cash proceeds that will be funded prior to, concurrently with, or immediately after, the Closing to the Company in connection with the Sponsor Affiliate PIPE Financing, the "Sponsor Affiliate PIPE Financing Proceeds "). Notwithstanding anything to the contrary herein, the forfeiture of Sponsor Forfeited Shares pursuant to Section 5.4 shall be the sole remedy for Sponsor's breach of this Section 5.1(a).

(b) Notwithstanding anything to the contrary herein, for every one dollar ($1.00) committed by Sponsor's applicable Affiliates in any Sponsor Affiliate Subscription Agreements, one Company Warrant held by Sponsor immediately after the First Effective Time shall not be subject to the Lock-Up Restrictions specified in Section 4.12(a) (with any fractional Company Warrants rounded down to the nearest whole number).

5.2 Non-Redemption Agreements . At the request of the Company, Sponsor shall on the Closing Date Transfer to one or more SPAC Shareholders up to five percent (5%) of the Sponsor Shares (the "Bonus Shares") (either directly or indirectly through Sponsor's forfeiture of such Bonus Shares and SPAC's subsequent issuance of the same amount of Bonus Shares to the applicable SPAC Shareholders) as consideration to induce such SPAC Shareholder to waive and agree not to elect to or otherwise exercise its SPAC Shareholder Redemption Right (including by having such SPAC Shareholder enter into, execute and deliver a non-redemption agreement) in connection with SPAC Shareholders' approval of the Transaction Proposals or approval of both the Extension Proposal and the Transaction Proposals, as may be mutually determined by the Company and SPAC. Sponsor and the Company agree that the Transfer of the Bonus Shares shall be subject to the condition that the Transactions are consummated.

5.3 Business Collaboration. Following the Closing, Representatives of the Sponsor shall use commercially reasonable efforts to facilitate discussions between Representatives of the Company and Representatives of entities holding brands that may be approved by the Company from time to time (each of such entities, a "Cooperating Entity"), with respect to potential collaborations between the Company and a Cooperating Entity in connection with the following activities of the Company: (i) marketing, (ii) customer engagement, (iii) product development, (iv) retail space, and (v) technology infrastructure development. Notwithstanding anything to the contrary herein, the forfeiture of Sponsor Earn-Out Shares pursuant to Section 5.7(b) shall be the sole remedy for Sponsor's breach of this Section 5.3.

5.4 Sponsor Forfeited Shares. Sponsor hereby agrees that, to the extent Sponsor or its Affiliates fail to obtain any Sponsor Affiliate Subscription Agreements during the Interim Period, then immediately prior to the Closing and prior to the SPAC Class B Conversion pursuant to the SPAC Charter, Sponsor shall surrender to SPAC for cancellation twenty percent (20%) of the Sponsor Shares (the " Sponsor Forfeited Shares") (rounded down to the nearest whole share). For the avoidance of doubt, if Sponsor or any of its Affiliates obtain any Sponsor Affiliate Subscription Agreements, no forfeiture of the Sponsor Shares shall be required pursuant to this Section 5.4. Notwithstanding anything to the contrary herein, Sponsor may purchase additional securities in SPAC in the open market or from SPAC Shareholders following entry into the Merger Agreement, including in connection with any extension of the Business Combination Deadline, and any additional securities so purchased will not be included in the Sponsor Shares or subject to the restrictions or obligations in this Article V.

5.5 Sponsor Earn-Out Shares. Sponsor agrees that, immediately prior to the Closing, ten percent (10%) of the Sponsor Shares (the "Sponsor Earn-Out Shares", rounded down to the nearest whole share) shall (a) first, pursuant to Section 2.3(a) of the Merger Agreement and in connection with the SPAC Class B Conversion, automatically convert to SPAC Class A Ordinary Shares which shall be unvested and be subject to the vesting and forfeiture provisions set forth in Section 5.7, and (b) second, pursuant to Section 2.3(c) of the Merger Agreement and by virtue of the Mergers, automatically convert to Company Class A Ordinary Shares and remain unvested and be subject to the vesting and forfeiture provisions set forth in Section 5.7. For the avoidance of doubt, the parties acknowledge that the remaining Sponsor Shares (after deducting the Sponsor Forfeited Shares and Sponsor Earn-Out Shares) will be fully vested as of the Closing and not subject to any of the restrictions set forth in Section 5.6 and Section 5.7.

5.6 Lock-Up of Sponsor Earn-Out Shares . Sponsor shall not Transfer any Sponsor Earn-Out Shares until the date on which such Sponsor Earn-Out Share vests pursuant to Section 5.7. Until each Sponsor Earn-Out Share vests, any certificate representing such Sponsor Earn-Out Share shall bear a legend referencing that such Sponsor Earn-Out Share is subject to forfeiture pursuant to the provisions of this Agreement, and the Company shall be authorized to instruct its transfer agent to implement appropriate stop transfer orders that will be applicable until such Sponsor Earn-Out Share vests. Notwithstanding anything to the contrary in this Agreement, the exceptions to the Lock-Up Restrictions in clauses (i) through (xiv) of Section 4.12(b) shall apply fully to this Section 5.6, so long as (1) such Transfer is in compliance with any applicable Securities Laws and (2) any transferee thereof enters into a written agreement, in a form reasonably acceptable to the Company, and agrees to be bound by the vesting and forfeiture provisions set forth in Section 5.7 and to receive the rights of a holder of the Sponsor Earn-Out Shares hereunder.

5.7 Vesting and Forfeiture of Sponsor Earn-Out Shares .

(a) The Sponsor Earn-Out Shares shall fully vest (and shall not be subject to the restrictions and forfeiture provisions set forth in this Article V, including, for the avoidance of doubt, Section 5.6) upon the occurrence of the Triggering Event. For purposes of this Section 5.7(a), "Triggering Event" means the commencement or official announcement of any business collaborations facilitated by Sponsor or Sponsor's Affiliates between the Company or its applicable Affiliates, on the one hand, and any Cooperating Entity, on the other hand (including, without limitation, in connection with product development, marketing, customer engagement, retail space, and technology infrastructure development).

(b) To the extent the Triggering Event does not occur on or prior to the second (2nd) anniversary of the Closing Date (the " Earn-Out Period"), all Sponsor Earn-Out Shares (including any dividends or other distributions that may be received by Sponsor in respect of any Sponsor Earn-Out Share) shall immediately thereafter be forfeited to the Company and cancelled and Sponsor shall not have any rights with respect thereto. Any forfeiture of Company Ordinary Shares, and all references to forfeiture of Company Ordinary Shares, described in this Agreement shall take effect as a surrender of Company Ordinary Shares for no consideration as a matter of Cayman Islands law.

(c) For the avoidance of doubt, any Company Ordinary Shares beneficially owned by Sponsor other than the Sponsor Earn-Out Shares, shall not be subject to the vesting and forfeiture provisions set forth in this Section 5.7.

5.8 Rights of Sponsor Earn-Out Shares . Notwithstanding anything set forth herein, prior to the date that a Sponsor Earn-Out Share is no longer subject to the vesting and forfeiture provisions set forth in Section 5.7, Sponsor will remain entitled to all of the other rights of a holder of Company Ordinary Shares, including to (i) exercise voting rights carried by any Sponsor Earn-Out Share and (ii) receive any dividends or other distributions in respect of any Sponsor Earn-Out Share, provided, however, any such dividends or other distributions are subject to the forfeiture provisions set forth in Section 5.7(b).

5.9 Voting Stock. The parties hereto agree and acknowledge that the Sponsor Earn-Out Shares are intended to constitute "voting stock" within the meaning of Section 368(a)(1) of the Code and the Treasury Regulations promulgated thereunder received by Sponsor in connection with the Mergers, and shall file all Tax Returns consistent with, and take no position inconsistent with (whether in audits, Tax Returns or otherwise) such treatment.

5.10 Equitable Adjustment. If, during the period between Closing and prior to the expiration of the Earn-Out Period, the Company shall pay a dividend on Company Ordinary Shares by the issuance of additional Company Ordinary Shares, or effect a subdivision or combination or consolidation of the issued and outstanding Company Ordinary Shares (by reclassification or otherwise) into a greater or lesser number of Company Ordinary Shares, then in each such case, the number of Sponsor Earn-Out Shares shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of Company Ordinary Shares (including any other shares so reclassified as Company Ordinary Shares) issued and outstanding immediately after such event and the denominator of which is the number of Company Ordinary Shares that were issued and outstanding immediately prior to such event.

ARTICLE VI
General Provisions

6.1 Mutual Release.

(a) Founder Shareholder Release. Each Founder Shareholder, on its own behalf and on behalf of each of its Affiliates (other than SPAC) and each of its and their successors, assigns and executors (each, a "Founder Shareholder Releasor"), effective as at the First Effective Time, shall be deemed to have, and hereby does, irrevocably, unconditionally, knowingly and voluntarily release, waive, relinquish and forever discharge the Company, SPAC, their respective Subsidiaries and each of their respective successors, assigns, heirs, executors, officers, directors, partners, managers and employees (in each case in their capacity as such) (each, a "Founder Shareholder Releasee"), from (x) any and all obligations or duties the Company, SPAC or any of their respective Subsidiaries has prior to or as of the First Effective Time to such Founder Shareholder Releasor or (y) all claims, demands, Liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Founder Shareholder Releasor has prior to or as of the First Effective Time, against any Founder Shareholder Releasee arising out of, based upon or resulting from any Contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the First Effective Time (except in the event of fraud on the part of a Founder Shareholder Releasee); *provided*, *however*, that nothing contained in this Section 6.1(a) shall release, waive, relinquish, discharge or otherwise affect the rights or obligations of any party (i) arising under this Agreement, the Merger Agreement, the other Transaction Documents or SPAC's Organizational Documents, (ii) for indemnification or contribution, in any Founder Shareholder Releasor's capacity as an officer or director of SPAC, (iii) arising under any then-existing insurance policy of SPAC, or (iv) for any claim for fraud.

(b) Company Release. Each of the Company, SPAC and their respective Subsidiaries and each of its and their successors, assigns and executors (each, a "Company Releasor"), effective as at the First Effective Time, shall be deemed to have, and hereby does, irrevocably, unconditionally, knowingly and voluntarily release, waive, relinquish and forever discharge each Founder Shareholder and its respective successors, assigns, heirs, executors, officers, directors, partners, members, managers and employees (in each case in their capacity as such) (each, a "Company Releasee"), from (x) any and all obligations or duties such Company Releasee has prior to or as of the First Effective Time to such Company Releasor or (y) all claims, demands, Liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Company Releasor has, may have or might have or may assert now or in the future, against any Company Releasee arising out of, based upon or resulting from any Contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the First Effective Time (except in the event of fraud on the part of a Company Releasee); *provided*, *however*, that nothing contained in this Section 6.1(b) shall release, waive, relinquish, discharge or otherwise affect the rights or obligations of any party (i) arising under this Agreement, the Merger Agreement or the other Transaction Documents or (ii) for any claim for fraud.

6.2 Termination. This Agreement shall terminate upon the earlier of:

(a) the Closing, *provided*, *however*, that upon such termination, (i) Section 4.3, Section 4.7, Section 4.9, this Section 6.2, Section 6.4, Section 6.7 and Section 6.8 shall survive indefinitely; and (ii) Section 4.12, and Section 6.3 shall survive until the date on which none of the Company, the Founder Shareholders or any holder of a Locked-Up Security (as defined below) has any rights or obligations hereunder;

(b) the termination of the Merger Agreement in accordance with its terms; and

(c) the written agreement of the Founder Shareholders, SPAC and the Company;

and upon a termination of this Agreement pursuant to Sections 6.2(b) or 6.2(c), no party shall have any liability hereunder other than for its actual fraud or willful and material breach of this Agreement prior to such termination.

6.3 Legends. The Company shall remove, and shall cause to be removed (including by causing its transfer agent to remove), any legends, marks, stop-transfer instructions or other similar notations pertaining to the lock-up arrangements herein from the certificates or the book-entries evidencing any Locked-Up Securities at the time any such share is no longer subject to the Lock-Up Restrictions (any such Locked-Up Security, a "Free Security"), and shall take all such actions (and shall cause to be taken all such actions) necessary or proper to cause the Free Securities to be consolidated under the CUSIP(s) and/or ISIN(s) applicable to the unrestricted Company Ordinary Shares or Company Warrants so that the Free Securities are in a like position. Any holder of a Locked-Up Security is an express third-party beneficiary of this Section 6.3 and entitled to enforce specifically the obligations of the Company set forth in this Section 6.3 directly against the Company.

6.4 Notice. All general notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by courier or sent by registered post or sent by electronic mail to the Company and SPAC in accordance with Section 10.3 of the Merger Agreement and to each Founder Shareholder at its, his or her address set forth on Schedule A hereto (or at such other address or email address as a party may from time to time notify the other parties by like notice).

Any such notice, demand or communication shall be deemed to have been duly served (a) if given personally or sent by courier, upon delivery during normal business hours at the location of delivery or, if later, then on the next Business Day after the day of delivery; (b) if sent by electronic mail during normal business hours at the location of delivery, immediately, or, if later, then on the next Business Day after the day of delivery; (c) the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt); and (d) if sent by registered post, five (5) days after posting.

6.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and the transactions contemplated hereby and supersedes any other agreements, whether written or oral, that may have been made or entered into by or between the parties hereto or any of their respective Subsidiaries relating to the subject matter hereof or the transactions contemplated hereby. This Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

6.6 Assignment. Other than in connection with the Transfer of any Subject Shares or Locked-Up Securities in accordance with the terms of this Agreement, which shall not be deemed to be an assignment of this Agreement or the rights or obligations hereunder, no party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties hereto and any such transfer without prior written consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6.7 Governing Law. This Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws that would otherwise require the application of the law of another jurisdiction.

6.8 Consent to Jurisdiction; Waiver of Trial by Jury. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, STATE OF NEW YORK (OR ANY APPELLATE COURTS THEREFROM) SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY ANY SUCH COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 6.4 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 6.8.

6.9 Enforcement. The parties hereto agree that irreparable damage, for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under any of the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 6.2, this being in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith.

6.10 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Delivery by email to counsel for the other parties of a counterpart executed by a party shall be deemed to meet the requirements of the previous sentences.

6.11 Miscellaneous. The provisions of Section 1.2 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*, as if set forth in full herein.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

L CATTERTON ASIA ACQUISITION CORP

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer

[*Signature Page to Sponsor Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

LOTUS TECHNOLOGY INC.

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[*Signature Page to Sponsor Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

LCA ACQUISITION SPONSOR, LP
By: LCA Acquisition Sponsor GP Limited, its general partner

By: /s/ James Steinthal
Name: James Steinthal
Title: Director

[*Signature Page to Sponsor Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

SANFORD MARTIN LITVACK

By: /s/ Sanford Martin Litvack
Name: Sanford Martin Litvack
Title: Director

[*Signature Page to Sponsor Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

FRANK N. NEWMAN

By: /s/ Frank N. Newman
Name: Frank N. Newman
Title: Director

[*Signature Page to Sponsor Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

ANISH MELWANI

By: /s/ Anish Melwani
Name: Anish Melwani
Title: Director

[*Signature Page to Sponsor Support Agreement*]

SCHEDULE A

Name of Founder Shareholder	Number of SPAC Class B Shares	Number of SPAC Warrants	Address for Notice
Sponsor	7,087,718	5,486,784	8 Marina View, Asia Square Tower 1#41-03, Singapore
Sanford Martin Litvack	25,000	-	
Frank N. Newman	25,000	-	
Anish Melwani	25,000	-	

Exhibit 10.5

SHAREHOLDER SUPPORT AGREEMENT

This SHAREHOLDER SUPPORT AGREEMENT (this " Agreement") is made and entered into as of January 31, 2023, by and among Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "Company"), L Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC"), and the shareholders of the Company set forth on Schedule A hereto (each, a "Shareholder" and collectively, the "Shareholders").

WHEREAS, capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Agreement and Plan of Merger (as may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Merger Agreement") dated as of the date hereof, entered into by and among the Company, Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Merger Sub 1"), Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of the Company ("Merger Sub 2"), and SPAC, pursuant to which, among other things, (i) Merger Sub 1 will merge with and into SPAC, with SPAC surviving the First Merger as a wholly owned subsidiary of the Company (the "First Merger"), and (ii) SPAC will merge with and into Merger Sub 2, with Merger Sub 2 surviving the Second Merger as a wholly owned subsidiary of the Company (the "Second Merger" and together with the First Merger, collectively, the " Mergers");

WHEREAS, each Shareholder is, as of the date of this Agreement, the sole beneficial and legal owner of such number of Ordinary Shares and Preferred Shares of the Company set forth opposite such Shareholder's name on Schedule A hereto (with respect to such Shareholder, all such Ordinary Shares and Preferred Shares being collectively referred to herein as its "Owned Shares"; and the Owned Shares, any Company Shares, any Company Ordinary Shares or any securities convertible into or exercisable or exchangeable for Company Shares or Company Ordinary Shares, as the case may be, acquired by such Shareholder after the date of this Agreement and during the term of this Agreement, including upon exercise of Company Options, being collectively referred to herein as the "Subject Shares" of such Shareholder); and

WHEREAS, as a condition to their willingness to enter into the Merger Agreement, the Company and SPAC have requested that each Shareholder enter into this Agreement.

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

ARTICLE I
Representations and Warranties of the Shareholders

Each Shareholder hereby represents and warrants to the Company and SPAC as follows:

1.1 Corporate Organization. Such Shareholder has been duly formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or registration and has the requisite power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted.

1.2 Due Authorization. Such Shareholder has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized and no other corporate or equivalent proceeding on the part of such Shareholder is necessary to authorize the execution and delivery of this Agreement or such Shareholder's performance hereunder or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by such Shareholder and, assuming due authorization and execution by each other party hereto, constitutes a legal, valid and binding obligation of such Shareholder, enforceable against such Shareholder in accordance with its terms, subject to the Enforceability Exceptions.

1.3 Governmental Authorities; Consents. No consent of or with any Governmental Authority on the part of such Shareholder is required to be obtained or made in connection with the execution, delivery or performance by such Shareholder of this Agreement or the consummation by such Shareholder of the transactions contemplated hereby, other than (a) applicable requirements, if any, of the Securities Act, the Exchange Act, and/ or any state "blue sky" securities Laws, and the rules and regulations thereunder and (b) where the failure to obtain or make such consents or to make such filings or notifications would not reasonably be expected to prevent, impede or, in any material respect, delay or adversely affect the execution and performance by such Shareholder of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

1.4 No-Conflict. The execution, delivery and performance by such Shareholder of this Agreement do not and will not (a) contravene or conflict with or violate any provision of, or result in the breach of the Organizational Documents of such Shareholder, (b) contravene or conflict with or result in a violation of any provision of any Law or Governmental Order binding upon or applicable to such Shareholder or any of its properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Contract to which such Shareholder is a party, or (d) result in the creation or imposition of any Encumbrance on any properties or assets of such Shareholder, except in the case of each of clauses (b) through (d) that do not, and would not reasonably be expected to, prevent, impede or, in any material respect, delay or adversely affect the performance by such Shareholder of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

1.5 Subject Shares. Subject to any Transfer permitted under Section 4.2, such Shareholder is the sole legal and beneficial owner of the Subject Shares, and all such Subject Shares are owned by such Shareholder free and clear of all Encumbrances, other than Encumbrances pursuant to this Agreement, the other Transaction Documents, the Organizational Documents of the Company, the Shareholders Agreement and any applicable securities Laws. Such Shareholder does not legally or beneficially own any shares of the Company other than the Subject Shares. Such Shareholder has the sole right to vote the Subject Shares (to the extent such securities have voting rights), and none of the Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Subject Shares, except as contemplated by (i) this Agreement, (ii) the Shareholders Agreement and (iii) the Company Charter.

1.6 Acknowledgement. Such Shareholder understands and acknowledges that each of the Company and SPAC is entering into the Merger Agreement in reliance upon such Shareholder's execution and delivery of this Agreement. Such Shareholder has received a copy of the Merger Agreement and is familiar with the provisions of the Merger Agreement.

1.7 Absence of Litigation. As of the date hereof, there is no action, suit, investigation or proceeding pending against, or, to the knowledge of such Shareholder, threatened against, such Shareholder or any of such Shareholder's properties or assets (including such Shareholder's Owned Shares) that could reasonably be expected to prevent, delay or impair the ability of such Shareholder to perform its obligations hereunder or to consummate the transactions contemplated hereby.

1.8 Adequate Information. Such Shareholder is a sophisticated shareholder and has adequate information concerning the business and financial condition of SPAC and the Company to make an informed decision regarding this Agreement and the transactions contemplated by the Merger Agreement, and has independently and without reliance upon SPAC or the Company and based on such information as such Shareholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. Such Shareholder acknowledges that SPAC and the Company have not made and do not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement or the Merger Agreement. Such Shareholder acknowledges that the agreements contained herein with respect to the Subject Shares held by such Shareholder are irrevocable and shall only terminate pursuant to Section 5.2 hereof.

1.9 Restricted Securities. Such Shareholder understands that the Company Ordinary Shares to be held by it immediately following the consummation of the Mergers will be "restricted securities" under applicable U.S. federal and state securities Laws and, if such Shareholder is an affiliate of the Company, "control securities" as such term is used under Rule 144 promulgated under the Securities Act, and that, pursuant to these Laws, such Shareholder must hold such Company Ordinary Shares indefinitely unless (a) they are registered with the SEC and qualified by state authorities, or (b) an exemption from such registration and qualification requirements is available, and that any certificates or book entries representing the Company Ordinary Shares shall contain a legend to such effect.

ARTICLE II
Representations and Warranties of SPAC

SPAC hereby represents and warrants to the Company and each Shareholder as follows:

2.1 Corporate Organization. SPAC is an exempted company duly incorporated, validly existing and in good standing under the Laws of the Cayman Islands and has the requisite corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted.

2.2 Due Authorization. SPAC has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized and approved by the board of directors of SPAC and no other corporate or equivalent proceeding on the part of SPAC is necessary to authorize the execution and delivery of this Agreement or SPAC's performance hereunder or to consummate the transactions contemplated hereby (except that the SPAC Shareholders' Approval is a condition to the respective obligations of each party to the Merger Agreement to consummate the Mergers). This Agreement has been duly and validly executed and delivered by SPAC and, assuming due authorization and execution by each other party hereto, constitutes a legal, valid and binding obligation of SPAC, enforceable against SPAC in accordance with its terms, subject to the Enforceability Exceptions.

2.3 No-Conflict. Subject to Section 4.5 of the SPAC Disclosure Letter and obtaining the SPAC Shareholders' Approval, the execution, delivery and performance by SPAC of this Agreement and the consummation of the transactions by SPAC contemplated hereby do not and will not (a) contravene or conflict with or violate any provision of, or result in the breach of the Organizational Documents of SPAC, (b) contravene or conflict with or result in a violation of any provision of any Law, Permit or Governmental Order binding upon or applicable to SPAC or any of its properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Contract to which SPAC is a party, or (d) result in the creation or imposition of any Encumbrance upon any of the properties or assets of SPAC (including the Trust Account), except in the case of each of clauses (b) through (d) that do not, and would not reasonably be expected to, prevent, impede or, in any material respect, delay or adversely affect the performance by SPAC of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE III
Representations and Warranties of the Company

The Company hereby represents and warrants to SPAC and each Shareholder as follows:

3.1 Corporate Organization. The Company is an exempted company duly incorporated, is validly existing and is in good standing under the Laws of the Cayman Islands and has the requisite corporate power and authority to own, lease or operate its assets and properties and to conduct its business as it is now being conducted.

3.2 Due Authorization. The Company has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Company Board, and no other corporate proceeding on the part of the Company is necessary to authorize this Agreement or the Company's performance hereunder (except that the Company Shareholders' Approval is a condition to the respective obligations of each party to the Merger Agreement to consummate of the Transactions). This Agreement has been duly and validly executed and delivered by the Company and, assuming due and valid authorization, execution and delivery by each other party hereto, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.

3.3 No-Conflict. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated hereby do not and will not, (a) contravene or conflict with, violate any provision of, trigger shareholder rights that have not been duly waived under, or result in the breach of the Organizational Documents of the Company or any of its Subsidiaries, (b) contravene or conflict with or constitute a violation of any provision of any Law, Material Permit or Governmental Order binding upon or applicable to the Company or any of its Subsidiaries or any of their respective properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under,

constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Contracts to which the Company is a party, or (d) result in the creation or imposition of any Encumbrance on any properties or assets or Equity Security of the Company or any of its Subsidiaries (other than any Permitted Encumbrance), except in the case of clauses (b) through (d) above that do not, and would not reasonably be expected to prevent, impede or, in any material respect, delay or adversely affect the performance by the Company of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

ARTICLE IV
Agreement to Vote; Certain Other Covenants of the Shareholders

Each Shareholder covenants and agrees during the term of this Agreement as follows:

4.1 Agreement to Vote.

(a) In Favor of the Company Shareholders' Approval. From the date of this Agreement until the date of termination of this Agreement, at any meeting of the Company Shareholders called to seek the Company Shareholders' Approval, including any extraordinary general meeting (as defined in the Company Charter), or at any adjournment thereof or postponement thereof, or in connection with any written consent or written resolutions of the Company Shareholders (or any of them) or in any other circumstances upon which a vote, consent or other approval with respect to the Transactions, the Merger Agreement or any other Transaction Documents is sought, such Shareholder shall (i) if a meeting is held, appear at such meeting in person or by proxy or otherwise cause the Subject Shares to be counted as present at such meeting for purposes of establishing a quorum, and (ii) vote or cause to be voted (including by proxy, withholding class vote and/or written consent or written resolutions, if applicable) the Subject Shares in favor of granting the Company Shareholders' Approval or, if there are insufficient votes in favor of granting the Company Shareholders' Approval, in favor of the adjournment or postponement of such meeting of the Company Shareholders to a later date.

(b) Against Other Transactions. From the date of this Agreement until the date of termination of this Agreement, at any meeting of the Company Shareholders or at any adjournment or postponement thereof, or in connection with any written consent or written resolutions of the Company Shareholders (or any of them) or in any other circumstances upon which such Shareholder's vote, consent or other approval is sought, such Shareholder shall (i) if a meeting is held, appear at such meeting in person or by proxy or otherwise cause the Subject Shares to be counted as present at such meeting for purposes of establishing a quorum, (ii) vote (or cause to be voted) the Subject Shares (including by proxy, withholding class vote and/or written consent or written resolutions, if applicable) against (v) any business combination agreement, merger agreement or merger, scheme of arrangement, business combination, consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company or any public offering of any Equity Securities of the Company (other than the Merger Agreement and the Transactions), (w) other than in connection with the Transactions, any Company Acquisition Proposal, (x) allowing the Company to execute or enter into, any agreement related to a Company Acquisition Proposal other than in connection with the Transactions, or (y) any amendment of Organizational Documents of the Company (other than in connection with the Transactions), or entering into any agreement or agreement in principle or other proposal or transaction involving the Company or any of its Subsidiaries, which amendment, agreement or other proposal or transaction would be reasonably likely to in any material respect impede, interfere with, delay or attempt to discourage, frustrate the purposes of, result in a breach by the Company of, result in the termination or failure to consummate of, or nullify any provision of, the Merger Agreement or any other Transaction Document, the Transactions or change in any manner the voting rights of any class of the Company's share capital.

(c) Revoke Other Proxies. Such Shareholder represents and warrants that any proxies or powers of attorney heretofore given in respect of the Subject Shares that may still be in effect are not irrevocable, and such proxies or powers of attorney have been or are hereby revoked.

(d) Irrevocable Proxy and Power of Attorney. Such Shareholder hereby unconditionally and irrevocably grants to, and appoints, the Company and any individual designated in writing by the Company, and each of them individually, as such Shareholder's proxy and attorney-in-fact (with full power of substitution), for and in the name, place and stead of such Shareholder, to vote the Subject Shares, or grant a written consent or approval in respect of the Subject Shares, in a manner consistent with Section 4.1(a). Such Shareholder understands and acknowledges that the Company is entering into the Merger Agreement in reliance upon such Shareholder's execution and delivery of this Agreement. Such Shareholder hereby affirms that the irrevocable proxy and power of attorney set forth in this Section 4.1(d) are given in connection with the execution of the Merger Agreement, and that such irrevocable proxy and power of attorney are given to secure a proprietary interest and may under no circumstances be revoked. Such Shareholder hereby ratifies and confirms all that such irrevocable proxy and power of attorney may lawfully do or cause to be done by virtue hereof. SUCH IRREVOCABLE PROXY AND POWER OF ATTORNEY IS EXECUTED AND INTENDED TO BE IRREVOCABLE IN ACCORDANCE WITH THE PROVISIONS OF THE POWERS OF ATTORNEY ACT (AS REVISED) OF THE CAYMAN ISLANDS. The irrevocable proxy and power of attorney granted hereunder shall automatically terminate upon the termination of this Agreement.

4.2 No Transfer. From the date of this Agreement until the date of termination of this Agreement, such Shareholder shall not, directly or indirectly, (i) (a) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option, right or warrant to purchase or otherwise transfer, dispose of or agree to transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, and the rules and regulations of the SEC promulgated thereunder, with respect to any Subject Share, (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Subject Shares, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) publicly announce any intention to effect any transaction specified in clause (a) or (b) (the actions specified in clauses (a) to (c), collectively, "Transfer"), (ii) grant any proxies or powers of attorney or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, voting deed or otherwise (including pursuant to any loan of Subject Shares), or enter into any other agreement, with respect to any Subject Shares, in each case, other than as set forth in this Agreement or the Merger Agreement or other Transaction Documents, (iii) take any action that would reasonably be expected to make any representation or warranty of such Shareholder herein untrue or incorrect, or would reasonably be expected to have the effect of preventing or disabling any Shareholder from performing its obligations hereunder, or (iv) commit or agree to take any of the foregoing actions. Notwithstanding the foregoing, such Shareholder may make Transfers of the Subject Shares (A) pursuant to this Agreement, (B) upon the consent of the Company and SPAC, and (C) by virtue of such Shareholder's Organizational Documents upon liquidation or dissolution of such Shareholder; *provided* that, in each case of clauses (A) through (C), the power to vote (including, without limitation, by proxy or power of attorney) and otherwise fulfill such Shareholder's obligations under this Agreement is not relinquished or prior to, and as a condition to the effectiveness of any such Transfer, such transferee shall enter into a written

agreement, in form and substance reasonably satisfactory to the Company and SPAC, agreeing to be bound by this Agreement to the same extent as such Shareholder was with respect to such transferred Subject Shares; *provided*, *further*, that in the case of clause (C), the transferee will not be required to assume voting obligations if the transferee's assumption of such obligations would violate any applicable Laws, including any securities Laws, or would reasonably be expected to materially delay or impede the Registration Statement or Proxy Statement being declared effective under the Securities Act. Any action attempted to be taken in violation of the preceding sentence will be null and void.

4.3 Waiver of Anti-Dilution Protection. Such Shareholder hereby waives, and agrees not to exercise, assert or claim, to the fullest extent permitted by applicable Law, the anti-dilution protection pursuant to the Company Charter (for the avoidance of doubt, including without limitation, any anti-dilution adjustment pursuant to Article 121 of the Company Charter) in connection with the Transactions.

4.4 No Redemption. Such Shareholder irrevocably and unconditionally agrees that, from the date hereof and until the termination of this Agreement, such Shareholder shall not elect to cause the Company to redeem any Subject Shares now or at any time legally or beneficially owned by such Shareholder, or submit or surrender any of its Subject Shares for redemption, in each case, pursuant to the Company Charter or the Shareholders Agreement (for the avoidance of doubt, including without limitation, Articles 106 to 109 of the Company Charter and Section 11 of the Shareholders Agreement).

4.5 New Securities. In the event that prior to the Closing (a) any Company Shares or other securities are issued or otherwise distributed to such Shareholder, including, without limitation, pursuant to any share dividend or distribution, or any change occurs in any of the Company Shares or other share capital of the Company by reason of any share subdivision, recapitalization, combination, reverse share split, consolidation, exchange of shares or the like, (b) such Shareholder acquires legal or beneficial ownership of any Company Shares after the date of this Agreement, including upon exercise of options, or (c) such Shareholder acquires the right to vote or share in the voting of any Company Shares after the date of this Agreement (collectively, the "New Securities"), the term "Subject Shares" shall be deemed to refer to and include such New Securities (including all such share dividends and distributions and any securities into which or for which any or all of the Subject Shares may be changed or exchanged into).

4.6 Shareholders' Consent, Authorization or Approval. Such Shareholder hereby irrevocably agrees and confirms that, insofar as such Shareholder's consent, authorization or approval is required in respect of or in connection with the Transactions, including without limitation, the matters as set out in items (a) and (l) of Part I of Schedule A of the Shareholders Agreement and as may be required by Article 30 (*Reserved Matters*) and Article 117 (*Amendment of the Memorandum and Articles*) of the Company Charter, such Shareholder hereby grants, provides and gives such consent, authorization or approval, and all specific resolutions that may be required to have been adopted by such Shareholder or class of shareholders in connection with the Transactions are hereby deemed adopted and approved by such Shareholder. To the extent a director appointed by such Shareholder will not serve as a director of the Company after the Closing, upon request of the Company, such Shareholder shall deliver a written notice to the Company to remove such director or cause such director to execute and deliver a resignation letter to the Company providing for such director's resignation from the Company Board at the First Effective Time.

4.7 Existing Shareholders Agreement. Each Shareholder and the Company hereby agrees that, in accordance with the terms thereof, (i) the Shareholders Agreement, (ii) any rights of such Shareholder under the Shareholders Agreement and (iii) any rights under any other agreement providing for redemption rights, put rights, purchase rights or other similar rights not generally available to the Company Shareholders, shall be terminated effective as of the First Effective Time, and thereupon shall be of no further force or effect, without any further action on the part of any of the Shareholders or the Company, and neither the Company, the Shareholders, nor any of their respective affiliates or subsidiaries shall have any further rights, duties, liabilities or obligations thereunder and each Shareholder and the Company hereby releases in full any and all claims with respect thereto with effect on and from the First Effective Time.

4.8 Additional Matters. Such Shareholder shall, from time to time, (i) execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as the Company or SPAC may reasonably request for the purpose of effectively consummating the transactions contemplated by this Agreement, the Merger Agreement and the other Transaction Documents and (ii) refrain from exercising any veto right, consent right or similar right (whether under the Organizational Documents of the Company or the Cayman Act) which would prevent, impede or, in any material respect, delay or adversely affect the consummation of the Transactions.

4.9 Acquisition Proposals; Confidentiality. Such Shareholder shall be bound by and comply with Section 5.5 (*Acquisition Proposals and Alternative Transactions*) and Section 10.14 (*Confidentiality*) of the Merger Agreement (and any relevant definitions contained in any such sections) as if (a) such Shareholder was an original signatory to the Merger Agreement with respect to such provisions, and (b) each reference to "the Company" contained in Section 5.5 of the Merger Agreement and "Affiliates" contained in Section 10.14 of the Merger Agreement shall also refer to such Shareholder.

4.10 Consent to Disclosure. Such Shareholder consents to and authorizes the Company or SPAC, as applicable, to publish and disclose in all documents and schedules filed with the SEC or any other Governmental Authority or applicable securities exchange, and any press release or other disclosure document that the Company or SPAC, as applicable, reasonably determines to be necessary or advisable in connection with the Transactions or any other transactions contemplated by the Merger Agreement or this Agreement, such Shareholder's identity and ownership of the Subject Shares, the existence of this Agreement and the nature of such Shareholder's commitments and obligations under this Agreement, and such Shareholder acknowledges that the Company or SPAC may, in their sole discretion, file this Agreement or a form hereof with the SEC or any other Governmental Authority or securities exchange. Such Shareholder shall promptly give the Company or SPAC, as applicable, any information that is in its possession that the Company or SPAC, as applicable, may reasonably request for the preparation of any such disclosure documents, and such Shareholder agrees to promptly notify the Company and SPAC of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure document, if and to the extent that such Shareholder shall become aware that any such information shall have become false or misleading in any material respect.

4.11 Lock-Up Provisions.

(a) Subject to the exceptions set forth herein, during the Lock-Up Period (as defined below), such Shareholder agrees not to, without the prior written consent of the Company Board, Transfer any Locked-Up Shares held by it. The foregoing limitations shall remain in full force and effect for a period of six (6) months from and after the Closing (such period, the "Lock-Up Period") with respect to all the Locked-Up Shares; *provided* that, if the Company permits any amendment or modification to, or any waiver (in whole or in part) of any provisions under the Sponsor Support Agreement such that the terms and conditions of lock-up applicable to any Founder Shareholder (as defined in the Sponsor Support Agreement) become less restrictive than those agreed to herein, then such less restrictive terms and conditions shall, without further action of any of the parties hereto, automatically apply to each Shareholder and any applicable sections of this Agreement shall be deemed amended accordingly. For purpose of this

Section 4.11, "Locked-Up Shares" means any Company Ordinary Shares that are held by such Shareholder immediately after the First Effective Time and any Company Ordinary Shares acquired by such Shareholder upon the exercise of Company Options.

(b) The restrictions set forth in Section 4.11(a) (the "Lock-Up Restrictions") shall not apply to:

(i) Transfers to (A) any affiliate (as defined below) of such Shareholder or any director, officer or employee of such affiliates, or their immediate family (as defined below), (B) any officer, director or employee of such Shareholder, or their immediate family, (C) any shareholder, partner or member of such Shareholder or its affiliates;

(ii) Transfers by virtue of the Laws of the state of such Shareholder's organization and such Shareholder's Organizational Documents upon dissolution of such Shareholder;

(iii) pledges of any Locked-Up Shares to a financial institution that create a mere security interest in such Locked-Up Shares pursuant to a bona fide loan or indebtedness transaction so long as such Shareholder continues to control the exercise of the voting rights of such pledged Locked-Up Shares (as well as any foreclosures on such pledged Locked-Up Shares so long as the transferee in such foreclosure agrees to become a party to this Agreement and be bound by all obligations applicable to such Shareholder, *provided* that such agreement shall only take effect in the event that the transferee takes possession of the Locked-Up Shares as a result of foreclosure);

(iv) Transfers of any Company Ordinary Shares acquired as part of the PIPE Financing;

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

(vi) the exercise of any options to purchase Company Ordinary Shares (which exercises may be effected on a cashless basis to the extent the instruments representing such options permit exercises on a cashless basis);

(vii) the establishment, at any time after the Closing, by a Shareholder of a trading plan providing for the sale of Company Ordinary Shares that meets the requirements of Rule 10b5-1(c) under the Exchange Act (a "Trading Plan"); *provided*, *however*, that no sales of Locked-Up Shares, shall be made by such Shareholder pursuant to such Trading Plan during the Lock-Up Period and no public announcement or filing is voluntarily made regarding such Trading Plan during the Lock-Up Period; and

(viii) Transfers made in connection with a liquidation, merger, share exchange or other similar transaction that results in all of the Company's shareholders having the right to exchange their Company Ordinary Shares for cash, securities or other property subsequent to the Closing Date;

provided, however, that in the case of clauses (i) through (iii), these permitted transferees must enter into a written agreement, in substantially the form of this Agreement, agreeing to be bound by the Lock-Up Restrictions and shall have the same rights and benefits as a Shareholder under this Agreement. For purposes of this paragraph, "affiliate" shall have the meaning set forth in Rule 405 under the Securities Act of 1933, as amended, and "immediate family" means, as to a natural person, such individual's spouse, former spouse, domestic partner, child (including by adoption), father, mother, brother or sister, and lineal descendant (including by adoption) of any of the foregoing persons.

(c) For the avoidance of doubt, such Shareholder shall retain all of its rights as a shareholder of the Company during the Lock-Up Period, including the right to vote any Locked-Up Shares or receive any dividends or distributions thereon.

(d) In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the Locked-Up Shares, are hereby authorized to decline to make any Transfer of securities if such Transfer would constitute a violation or breach of the Lock-Up Restrictions.

ARTICLE V
General Provisions

5.1 Mutual Release.

(a) Shareholder Release. Each Shareholder, on its own behalf and on behalf of each of its Affiliates (other than the Company or any of the Company's Subsidiaries) and each of its and their successors, assigns and executors (each, a "Shareholder Releasor"), effective as at the First Effective Time, shall be deemed to have, and hereby does, irrevocably, unconditionally, knowingly and voluntarily release, waive, relinquish and forever discharge the Company, SPAC, their respective Subsidiaries and each of their respective successors, assigns, heirs, executors, officers, directors, partners, managers and employees (in each case in their capacity as such) (each, a "Shareholder Releasee"), from (x) any and all obligations or duties the Company, SPAC or any of their respective Subsidiaries has prior to or as of the First Effective Time to such Shareholder Releasor or (y) all claims, demands, Liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Shareholder Releasor has prior to or as of the First Effective Time, against any Shareholder Releasee arising out of, based upon or resulting from any Contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the First Effective Time (except in the event of fraud on the part of a Shareholder Releasee); *provided*, *however*, that nothing contained in this Section 5.1(a) shall release, waive, relinquish, discharge or otherwise affect the rights or obligations of any party (i) arising under this Agreement, the Merger Agreement, the other Transaction Documents or the Company's Organizational Documents, (ii) for indemnification or contribution, in any Shareholder Releasor's capacity as an officer or director of the Company, (iii) arising under any then-existing insurance policy of the Company, or (iv) for any claim for fraud.

(b) Company Release. Each of the Company, SPAC and their respective Subsidiaries and each of its and their successors, assigns and executors (each, a "Company Releasor"), effective as at the First Effective Time, shall be deemed to have, and hereby does, irrevocably, unconditionally, knowingly and voluntarily release, waive, relinquish and forever discharge each Founder Shareholder and its respective successors, assigns, heirs, executors, officers, directors, partners, members, managers and employees (in each case in their capacity as such) (each, a "Company Releasee"), from (x) any and all obligations or duties such Company Releasee has prior to or as of the First Effective Time to such Company Releasor or (y) all claims, demands, Liabilities, defenses, affirmative defenses, setoffs, counterclaims, actions and causes of action of whatever kind or nature, whether known or unknown, which any Company Releasor has, may have or might have or may assert now or in the future, against any Company Releasee arising out of, based upon or resulting from any Contract, transaction, event, circumstance, action, failure to act or occurrence of any sort or type, whether known or unknown, and which occurred, existed, was taken, permitted or begun prior to the First Effective Time (except in the event of fraud on the part of a Company Releasee); *provided*, *however*, that nothing contained in this Section 5.1(b) shall release, waive, relinquish, discharge or otherwise affect the rights or obligations of any party (i) arising under this Agreement, the Merger Agreement or the other Transaction Documents or (ii) for any claim for fraud.

5.2 Termination. This Agreement shall terminate upon the earlier of:

(a) the Closing, *provided*, *however*, that upon such termination, (i) Section 4.8, this Section 5.2, Section 5.4, Section 5.7 and Section 5.8 shall survive indefinitely; and (ii) Section 4.11, and Section 5.3 shall survive until the date on which none of the Company, the Shareholders or any holder of a Locked-Up Share (as defined below) has any rights or obligations hereunder;

(b) the termination of the Merger Agreement in accordance with its terms; and

(c) the written agreement of the Shareholders, SPAC and the Company;

and upon a termination of this Agreement pursuant to Sections 5.2(b) or 5.2(c), no party shall have any liability hereunder other than for its actual fraud or willful and material breach of this Agreement prior to such termination.

5.3 Legends. The Company shall remove, and shall cause to be removed (including by causing its transfer agent to remove), any legends, marks, stop-transfer instructions or other similar notations pertaining to the lock-up arrangements herein from the certificates or the book-entries evidencing any Locked-Up Shares at the time any such share is no longer subject to the Lock-Up Restrictions (any such Locked-Up Share, a "Free Share"), and shall take all such actions (and shall cause to be taken all such actions) necessary or proper to cause the Free Shares to be consolidated under the CUSIP(s) and/or ISIN(s) applicable to the unrestricted Company Ordinary Shares so that the Free Shares are in a like position. Any holder of a Locked-Up Share is an express third-party beneficiary of this Section 5.3 and entitled to enforce specifically the obligations of the Company set forth in this Section 5.3 directly against the Company.

5.4 Notice. All general notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by courier or sent by registered post or sent by electronic mail to the Company and SPAC in accordance with Section 10.3 of the Merger Agreement and to each Shareholder at its set forth on Schedule A hereto (or at such other address or email address as a party may from time to time notify the other parties by like notice).

Any such notice, demand or communication shall be deemed to have been duly served (a) if given personally or sent by courier, upon delivery during normal business hours at the location of delivery or, if later, then on the next Business Day after the day of delivery; (b) if sent by electronic mail during normal business hours at the location of delivery, immediately, or, if later, then on the next Business Day after the day of delivery; (c) the third Business Day following the day sent by reputable international overnight courier (with written confirmation of receipt); and (d) if sent by registered post, five (5) days after posting.

5.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and the transactions contemplated hereby and supersedes any other agreements, whether written or oral, that may have been made or entered into by or between the parties hereto or any of their respective Subsidiaries relating to the subject matter hereof or the transactions contemplated hereby. This Agreement may not be changed, amended, modified or waived (other than to correct a typographical error) as to any particular provision, except by a written instrument executed by all parties hereto.

5.6 Assignment. Other than in connection with the Transfer of any Subject Shares or Locked-Up Shares in accordance with the terms of this Agreement, which shall not be deemed to be an assignment of this Agreement or the rights or obligations hereunder, no party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties hereto and any such transfer without prior written consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

5.7 Governing Law. This Agreement, and any claim or cause of action hereunder based upon, arising out of or related to this Agreement (whether based on law, in equity, in contract, in tort or any other theory) or the negotiation, execution, performance or enforcement of this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws that would otherwise require the application of the law of another jurisdiction.

5.8 Consent to Jurisdiction; Waiver of Trial by Jury. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, STATE OF NEW YORK (OR ANY APPELLATE COURTS THEREFROM) SOLELY IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVE, AND AGREE NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR INTERPRETATION OR ENFORCEMENT HEREOF OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION, SUIT OR PROCEEDING SHALL BE HEARD AND DETERMINED BY ANY SUCH COURT. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 5.4 OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW SHALL BE VALID AND SUFFICIENT SERVICE THEREOF. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE

IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 5.8.

5.9 Enforcement. The parties hereto agree that irreparable damage, for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties do not perform their obligations under any of the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate this Agreement) in accordance with their specific terms or otherwise breach such provisions. It is accordingly agreed that the parties hereto shall be entitled to seek an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, without proof of damages, prior to the valid termination of this Agreement in accordance with Section 5.2, this being in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith.

5.10 Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Delivery by email to counsel for the other parties of a counterpart executed by a party shall be deemed to meet the requirements of the previous sentences.

5.11 Miscellaneous. The provisions of Section 1.2 of the Merger Agreement are incorporated herein by reference, *mutatis mutandis*, as if set forth in full herein.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

L CATTERTON ASIA ACQUISITION CORP

By: /s/ Chinta Bhagat
Name: Chinta Bhagat
Title: Co-Chief Executive Officer

[*Signature Page to Shareholder Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

LOTUS TECHNOLOGY INC.

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[*Signature Page to Shareholder Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof as.

Lotus Advanced Technology Limited Partnership

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[*Signature Page to Shareholder Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

Lotus Technology International Investment Limited

By: /s/ LI Donghui
Name: LI Donghui
Title: Director

[*Signature Page to Shareholder Support Agreement*]

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the date hereof.

ETIKA AUTOMOTIVE SDN BHD

By: /s/ Azman Hanafi Bin Abdullah
Name: Azman Hanafi Bin Abdullah
Title: Director

[*Signature Page to Shareholder Support Agreement*]

Exhibit 10.6

DISTRIBUTION AGREEMENT

This Agreement of Distributor Authorization (hereinafter referred to as " **Agreement**" or "**Distribution Agreement**") is entered into on the date of last signature of the Parties ("**Commencement Date**") between:

(1) **Lotus Cars Limited** (hereinafter referred to as "**Manufacturer**" or "**LCL**") with registered address Potash Lane, Hethel, Norwich, Norfolk NR14 8EZ, United Kingdom with registered number 00895081; and

(2) **Lotus Technology Innovative Limited** (hereinafter referred to as "**Distributor**" or "**LTI**") with registered address Unit 6 Doyle Drive, Blackburn Road Industrial Estate, Coventry, CV6 6NW, United Kingdom with registered number 13337498.

LCL and LTI are hereinafter referred to separately as " **Party**" and collectively as the "**Parties**".

Background:

A. LCL is engaged in the development, manufacture, assembly, distribution, sale and marketing of various motorsport models of motor vehicles, parts and accessories.

B. Lotus Technology Innovative Limited is newly formed and wishes to engage in promotion, marketing, public relations, sales and After Sales Service of the Products agreed hereof.

C. Based on the best interest of the Lotus brand, LCL intends to appoint LTI as its exclusive Distributor to distribute Products and Special Tools purchased from LCL for sale and After Sales Service within the Territory and provide brand, marketing and public relations for the Products on the terms and conditions of this Agreement.

D. LCL has distributed or sold Products into the Territory prior to the commencement of this Agreement. LTI shall be required to provide an After Sales Service for such Products in the Territory once LTI has assumed responsibility by way of novation or any other means.

It is therefore agreed as follows:

1. **Definitions**

The definitions and rules of interpretation in this clause apply in this Agreement.

1.1. **Accessories** shall mean such other parts, accessories and other products with the Lotus Brand Name, other than Parts as are designated by Manufacturer, which can be part of the Vehicle or used in connection with the Vehicles.

1.2. **Affiliate** means in relation to a Party, any subsidiary or parent of that Party or any subsidiary or holding company of that parent.

1.3. **After Sales Service** shall mean the after sales services to be provided by the Distributor to carry out repairs and replacement in accordance with any applicable warranty provided by the Manufacturer in relation to Vehicles, Parts, Merchandise and Accessories.

1.4. **Bespoke Vehicles** means cars built primarily by the Manufacturer for racing such as the GT4, non-production line or customized editions of vehicles, vintage or special editions.

1.5. **Business Days** means Monday to Friday (but excluding bank holidays) where banks in the City of London are open for normal non-automated banking.

1.6. **Customer** shall mean any person or legal person that has purchased or will purchase any Products otherwise than for the purpose of resale in the course of a business and for the avoidance of doubt, does not include Distributor, its Sub-Distributors or agents.

1.7. **Defect** shall mean an imperfection, flaw or deficiency exists in material or workmanship during production or manufacturing resulting in that either the Vehicle or Parts do not work in accordance with the Manufacturer's specification or the value of the Vehicle is materially lessened. Such defect might derive from the material, faulty design or the manufacture process.

1.8. **Documentation** shall mean the specifications, instructions and drawings (3D or 2D) relating to the Vehicle its parts and its components to the extent necessary to repair the Vehicle.

1.9. **Gross Negligence** shall mean any act or failure to act (whether sole, joint or concurrent) by one Party which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such Party knew, or should have known, would result from such act or failure to act. Notwithstanding forgoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or to comply with legislation of the Governing Law.

1.10. **LCE** shall mean Lotus Cars Europe B.V. (a subsidiary of LTI).

1.11. **LCU** shall mean Lotus Cars USA Inc, an Affiliate of the Manufacturer.

1.12. **Material Breach** shall mean a substantial and serious failure by any Party to comply with its obligations under this Agreement or any data processing agreement, trade mark licence agreement (or other agreement relating to the activities being carried out under this Agreement where the Parties explicitly agree in that agreement that it should be deemed a Material Breach of this Agreement) after receiving notice of its breach and failing to take steps to rectify that material breach within a reasonable time.

1.13. **Manufacturer** shall mean Lotus Cars Limited.

1.14. **Merchandise** shall mean goods manufactured by or on behalf of the Manufacturer that the Manufacturer wishes to make available for purchase by Distributor, which are not Accessories but contain the Lotus brand and are a means of generating revenue for the Manufacturer and/or promoting the Lotus brand. Examples of Merchandise include (but are not limited to) replica model vehicles, publications, clothing, luggage, keyrings, cufflinks, drinking vessels, small leather goods and toys.

1.15. **New Vehicles** shall mean the models of completely built-up unused motor vehicles which are manufactured or procured by Manufacturer or its subsidiaries, and which are distributed to the Distributor after the Commencement Date as set out in Schedule 3. New Vehicles shall exclude Bespoke Vehicles unless explicitly set out in Schedule 3.

1.16. **Order** shall mean when the Distributor places an order for New Vehicles and Parts.

1.17. **Order Date** shall mean the date on which the Manufacturer accepts the Order in accordance with Schedule 2.

1.18. **Parts** shall mean the parts which are manufactured or procured by Manufacturer or its subsidiaries, which are designed to be installed as replacements of the corresponding parts in or on the Vehicles.

1.19. **Part A Country** and **Part B Country** shall be as set out in Schedule 1.

1.20. **Pass to Sales** or **PTS** has the meaning given to it in paragraph 1.1 of Schedule 2.

1.21. **Products** shall mean Vehicles, Parts, Merchandise and Accessories.

1.22. **Recall Campaign** shall mean i) a prescribed action plan implemented by Manufacturer, with or without the assistance of others and which involves the recall of any Products manufactured by or at the direction of Manufacturer, which, in the opinion of itself, contain or may contain Defects; ii) mandatory orders or injunctions issued by government and/or the administrative governmental departments within a country.

1.23. **Retail Signage and Facility Guidelines** shall mean the guidelines as set out in in Schedule 6.

1.24. **Special Tools** means such tools as set out in Manufacturer's repair manuals, service bulletins and current price list for tools required to repair products manufactured by Manufacturer or at Manufacturer's direction as may be amended from time to time.

1.25. **Sub-Distributor** shall mean: (i) any company including but not limited to the Distributor's subsidiaries, agents, distributors, dealers, authorized repairers operating in Territory excluding the United States of America ("USA"), appointed by the Distributor to distribute, sell, repair, service and/or market the Products or (ii) in the case of the USA (where LCU is the distributor and LTI is the head distributor as further described in Clause 2.6 below), any company including but not limited to its subsidiaries, agents, distributors, authorized repairers operating in the USA, which can only be appointed by LCU to distribute, sell, repair and service the Products.

1.26. **Territory** shall mean each Part A Country and each Part B Country set out in Schedule 1.

1.27. **Vehicles** shall mean completely built-up motor vehicles, which are or have been manufactured or procured by Manufacturer or its subsidiaries.

1.28. **Warranty** shall mean a written guarantee for the benefit of the Customer by Manufacturer promising to repair or replace if necessary, the Product (or part thereof) during the Warranty Period.

1.29. **Warranty Booklet** means the booklet provided with a New Vehicle.

1.30. **Warranty Period** shall mean the period during which a Product is covered by warranty as set out in Schedule 4.

1.31. **Warranty Policy** means the warranty process policy manual made available to the Distributor and Sub-Distributors (as updated from time to time) regarding different types of New Vehicles.

1.32. **Willful Misconduct** shall mean an intentional disregard of any provision of this Agreement which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety, real property or other monetary damages of the other Party

1.33. **Year** for the first year, year shall mean from the Commencement Date until the 31 st December of that year and for all subsequent years, a year shall mean the period commencing on the 1st January to the 31st December.

2. Distribution Rights

2.1. Subject to the terms and conditions of this Agreement (including Clauses 2.2, 2.3 and 2.5), Manufacturer appoints Distributor as its exclusive Distributor to (a) import, (b) market, (c) purchase, (d) distribute, (e) take reservation, (f) deposits, (g) resell, (h) appoint Sub-Distributors for the sale and distribution of New Vehicles and Parts and After Sales Services in the Territory from the Commencement Date. For the avoidance of doubt, Manufacturer shall not sell directly or distribute New Vehicles except for any sales under the 'Employee Car Ownership Scheme' (ECOS) to either Manufacturer's employees or employees of Manufacturer's Affiliates.

2.2. The exclusivity granted under clause 2.1 shall be subject to any continuing obligations of the Manufacturer to existing Sub-Distributors or LCU and other third parties in relation to the Products, so that the Manufacturer may continue to allow such third parties to (a) import, (b) market, (c) purchase, (d) distribute, (e) take reservation, (f) deposits, (g) resell, the Products and carry out After Sales Services in the Territory set out in Schedule 1 under its existing agreements with those third parties until such agreements have expired or terminated or novated to the Distributor.

2.3. Where certain European Sub-Distributors have already contracted with (or intend to contract with) LCE, or have been novated to LCE, the Distributor is responsible for deciding whether to contract directly with those Sub-Distributors itself, or novate existing agreements to itself, or allow them to remain with or go to LCE. Notwithstanding the foregoing, the Distributor shall at all times remains liable to LCL for the acts and/or omissions of LCE as its Sub-Distributor.

2.4. Subject to the terms and conditions of this Agreement (including Clause 2.5), Manufacturer appoints Distributor as its non-exclusive Distributor to (a) import, (b) market, (c) purchase, (d) distribute, (e) take reservation, (f) deposits, (g) resell, and (h) appoint Sub-Distributors (via LCU in the case of the USA), for the sale and distribution of the Accessories and Merchandise in the Territory from the Commencement Date.

2.5. In order to ensure the distribution and servicing of the Products in the Territory, Distributor, at its own cost, shall establish and maintain a distribution network in the Part A Countries (and at its discretion establish a distribution network in Part B Countries) in accordance with Schedule 6 which may be revised and amended from time to time by Manufacturer.

2.6. For the USA, LTI shall act as the head distributor with LCU continuing to be the distributor of New Vehicles in the US as it holds the licences as distributor in the various USA states. LTI must enter into a separate agreement between it and LCU or accept the novation of the existing distribution agreement between Manufacturer and LCU before LTI can be appointed as the head distributor for the USA. Subject to LCU receiving the same profit margin (or a greater or lesser profit margin acceptable to LCU), the Manufacturer shall use all reasonable efforts to support LTI in having the existing agreement novated to it, or LCU and LTI entering into a new agreement on substantially the same terms.

2.7. Distributor shall upon its plan and at its discretion use reasonable endeavours to enter into markets in Part B Countries, and shall do so by way of self-certification by it or its Sub-Distributors (at its or their own cost).

3. Supply of Products and After Sales Services

3.1. To the best of its knowledge, the Manufacturer is not aware that the New Vehicles and Parts infringe any third party design or patent rights in a Part A Country.

3.2. Quotations for and supply to Distributor of any Products and Special Tools for the After Sales Services are subject to the terms of sales set out in Schedule 2.

4. Importation

4.1. Distributor shall be responsible (at its sole cost) for procuring any licence, permit or for fulfilling other procedures and formalities required to import the Products in the Territory and Manufacturer shall provide all necessary information or documentation reasonably required by governmental authorities in relation to New Vehicles and other Products when requested by the Distributor and any other reasonable assistance to the Distributor in relation to such procedures and formalities.

4.2. Where permitted by law, Distributor may delegate the responsibilities set out in clause 4.1 to a Sub-Distributor (or to LCU in the case of the USA, who may then delegate the responsibilities to its Sub-Distributors), but Distributor remains liable for all the costs involved.

5. Business Plan and Annual Targets

5.1. No less than 90 days prior to the start of each Year (or in the case of the initial business plan, in accordance with Clause 17.5), the Parties will use their best endeavours to agree the business plan and annual targets for the forthcoming Year taking into account historic sales figures, forecast demand as well as national, regional and local trends and Manufacturer's production capacity for the Products.

5.2. Each consecutive annual business plan shall be specified according to Schedule 5.

5.3 Notwithstanding the requirement for an annual business plan and annual targets in Clause 5.1, LTI agrees and accepts that in consideration for Manufacturer granting the licences at Clause 2, Distributor has the right and the obligation to distribute the full lifecycle volume of any model of New Vehicle.

5.4 In respect of any future programmes for Vehicles, the Distributor shall distribute such future New Vehicles (excluding Bespoke Vehicles) and the Parties shall agree in writing in advance the target full lifecycle volume before Manufacturer commits any resources. Once the target is agreed, and type approval has been obtained in the United Kingdom, that model shall be added to Schedule 3 by a written amendment to this Agreement.

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6. Distribution System

6.1. The Distributor shall establish and maintain a distribution network and an After Sales Service network in the Part A Countries (and at its discretion in Part B Countries) by either selling directly or through LCE or LCU or by appointing Sub-Distributors in the Territory. The Distributor shall ensure its Sub-Distributors (1) meet all the standards and abide by the guidelines as stipulated in this Agreement and; (2) achieves the minimum criteria for sales and (3) minimum criteria for After Service Sales, each as set out in the business plan for that year.

6.2. The Distributor shall ensure that its Sub-Distributors and their sales network comply with such requirements as will be instructed by the Manufacturer from time to time including that they:

6.2.1. are up to date with all required training requirements;

6.2.2. shall be adequately supervised by the Distributor;

6.2.3. shall enter into legally binding agreements with the Distributor;

6.2.4. shall comply with all applicable laws.

6.3. The Distributor shall ensure that it or its Sub-Distributors:

6.3.1. promote and develop the sale of the Products within the Part A Countries (and any Part B Countries where a Sub-Distributor has been appointed);

6.3.2. establish and implement an advertising programme in consultation with the Global Brand Committee;

6.3.3. administer, perform and ensure (whether directly or indirectly) that the minimum requirements of the warranty service as stated in the Warranty Booklet and Warranty Policy are followed (which may be updated and revised by Manufacturer from time to time).

6.3.4. if requested by the Manufacturer, it shall provide details of the appointed Sub-Distributors in the Territory;

6.4. If the Distributor, its Sub-Distributors or members of their network receives an enquiry to supply Products outside the Territory, the Distributor receiving the query shall direct and provide the details of such enquiry to the Manufacturer.

7. Marketing, Public Relations and Brand Services

7.1. Distributor shall provide brand, marketing and public relations services (at Distributor's sole cost unless agreed otherwise) in relation to the Products in the Territory using the level of care, skill and diligence expected of brand, marketing and public relations professionals in similar luxury car manufacturers, including providing such services, guidance and support to LCU.

7.2. Except as agreed otherwise, Manufacturer's Affiliate, Group Lotus Limited (**GLL**), who owns the intellectual property rights in the Lotus brand, shall own any intellectual property (and the goodwill) which is created on or after the Commencement Date by the Distributor.

7.3. Distributor shall be responsible for its and its Sub-Distributors full compliance with Lotus Brand Essential Guidelines and brand representation obligations as set out in Schedule 6.

8. Training and Training Materials

8.1. Distributor shall (at its own cost) be responsible for providing training and training material on the Products, sales and After Sales Service for fulfilling the requirements of Distributor standards and the obligations of this Agreement in the Territory.

8.2. Manufacturer may offer the Distributor instruction and training for its employees and those of its Sub-Distributors in English for sales of the Products and After Sales Services as a separate service provided by Manufacturer at Distributor's cost, to be agreed between the Parties.

9. After Sales Services

9.1. The Distributor agrees and is authorized to (and will procure that its Sub-Distributors agree to) service and repair any Products manufactured or supplied by the Manufacturer subject to the After Sales Services and Warranty Services Protocol in Schedule 4.

9.2. The Distributor shall (and will procure that its Sub-Distributors shall):

9.2.1. when so requested by a Customer give prompt and proper attention to any Vehicle manufactured by the Manufacturer or at the Manufacturer's direction, including such reasonable testing as may be necessary to establish the origin of any alleged faults and shall take all proper and reasonable steps to ensure satisfactory running of such Vehicles;

9.2.2. abide by and follow all service bulletins at its own cost unless otherwise agreed, and shall fulfil all requirements contained in such service bulletins.

9.2.3. comply with the prescribed procedures set out in the Warranty Policy, Warranty Booklet and any procedures in relation to After Sales Services.

9.3. Subject to clause 9.4, Manufacturer shall supply Distributor at all times with Parts within the framework of its requirements and in accordance with Schedule 2 from Distributor as long as Distributor requires the Parts. Distributor shall advise the Manufacturer in good time of probable delivery quantities based on Distributor's requirement forecasts. When Distributor has adequate reasons/evidence to believe the current stock of Parts cannot assure timely and proper servicing and repairment of the Product, Distributor shall inform Manufacturer in written form and Manufacturer shall support the request accordingly. Manufacturer does not however have any claim that certain quantities must be taken, insofar as not expressly agreed otherwise in writing.

9.4. Manufacturer shall ensure availability of Parts along with the first delivery in accordance with the relevant annual business plan set out in Schedule 5. On discontinuation of production Manufacturer guarantees continued fulfilment of Parts requirements for the minimum term permitted at law for the Territory and in the event of and from the time of corresponding model of Vehicles from the end of series production and exits the Territory at competitive prices and if the statutory requirements in the country in which the Vehicle is sold is shorter or longer than the 10 years after end of production of vehicle in the respective country the Manufacturer shall ensure it complies with the local laws. Manufacturer shall notify Distributor 6 (six) months prior to the end of this period of the planned production schedule to allow Distributor to order a sufficient supply (last time requirement) and provide Distributor the Documentation of the Parts to be ended to produce at the time of such notification.

9.5. Further details to service and repair are subject to the After Sales Services and Warranty Service Protocol in Schedule 4.

10. Warranty

10.1 The warranty process for the Products is set out in Schedule 4.

10.2. Manufacturer shall provide to Distributor information with respect to Warranty available on its Products which can be made available to Customer which shall comply with applicable laws of the country in which the Products are sold.

10.3. Further details of the warranty obligations of the Parties are subject to the After Sales Services and Warranty Services Protocol in Schedule 4 and Warranty Booklet and Warranty Policy.

10.4. If the applicable laws and regulations of the Territory in terms of Warranty are more favourable to the Customers than those made available by the After Sales Services and Warranty Services Protocol in Schedule 4 or the Warranty Booklet and Warranty Policy, the Manufacturer is obligated to comply with such laws and regulations of the Territory and provide the Customers with the mandatory Warranty required.

10.5. The Distributor will assist the Manufacturer at the Manufacturer's cost in relation to the Manufacturer's obligations as set out in clause 10.4.

11. Homologation

11.1. Manufacturer will use its reasonable endeavours to obtain the timely homologation of New Vehicles in the Territory that Manufacturer has agreed to obtain homologation in (being the Part A Countries set out in Part A to Schedule 1). Support from the Distributor may be required from time to time, and the Distributor shall promptly and diligently provide such support but Manufacturer shall cover all reasonable or agreed costs incurred by the Distributor from the homologation in the Territory.

11.2. Subject to Clause 11,3, the Distributor or Sub-Distributor may not distribute, sell or resell New Vehicles where they have not been homologated in the relevant country.

11.3. Where the Distributor wants (at its own discretion) to distribute New Vehicles in a Part B Country where homologation has not been obtained, Distributor or its Sub-Distributor is responsible (at its sole cost) for obtaining self-certification of homologation. Distributor shall remain liable under Clause 13.1 (Compliance) for any Part B Country. Vehicle warranties are provided in accordance with Schedule 4 for a New Vehicle in a Part B Country once self-certification has been obtained for that New Vehicle.

12. Recall Work

12.1. The Distributor shall, and must procure that its Sub-Distributors shall:

12.1.1. immediately communicate with the Manufacturer in the event that safety, emissions or consumer protection considerations indicate that a recall campaign or other similar activities in connection with a Vehicle might be necessary.

12.1.2. notify the Manufacturer in the event of a claim brought by a third party on the basis of an injury or death allegedly resulting from a Defect in a Product.

12.2. Distributor and its Sub-Distributors shall conduct any Recall Campaign or other similar activities according to Manufacturer's notification or government order and shall follow local legal requirements, process recall documentation and filling issue.

12.3. Distributor shall promptly notify its Sub-Distributors and Customers of any Recall Campaigns in the manner prescribed and shall take the lead or (when, permitted by the applicable laws of Territory. Manufacturer is allowed to take the lead of the Recall Campaign) assist Manufacturer in conducting the Recall Campaign.

12.4. When, permitted by the applicable laws of Territory, and where the Parties agree that the Recall Campaign would be best handled by the Manufacturer, the Manufacturer shall take the lead of the Recall Campaign, and the Distributor shall provide reasonable assistance to Manufacturer in identifying and complying with any legal requirements relating to Recall Campaigns under the laws and regulations of the Territory.

12.5. The Manufacturer shall only be responsible for the costs of repair or replacement (which shall include measures to overcome legislative and regulatory requirements) in connection with Recall Campaigns. For the avoidance of doubt, Distributor shall be responsible for all of its and its Sub-Distributors costs and expenses, including those relating to Customer Care. **Customer Care** shall mean any action or cost beyond the legislative and / or regulatory obligation of the Manufacturer or Distributor during the Recall Campaign to support the customer experience, such activity to include but is not limited to the provision of any incentives to encourage customer compliance with a Recall Campaign notice, any cost paid or promised to Customer to assist the customer before, during or after the repair of the Product such as the provision of accommodation, transportation or vouchers to pay Customer expenses incurred as a result of the Recall Campaign.

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13. Compliance

13.1 Each Party shall comply with its obligations to all market statutes, by-laws, regulations, directives and requirements of any government or other competent authority applicable or relating to the terms of this Agreement.

13.2 Subject to clause 4.1 and clause 11, the Manufacturer warrants that at the Pass to Sales date for New Vehicles and Parts to be sold in each Part A Country in the Territory (as set out in Part A to Schedule 1) they are in compliance with the local laws and regulations.

13.3 Distributor warrants that in importing Products to Part B Countries in accordance with Clause 11.3 they will be in compliance with the local laws and regulations of that Part B Country.

14. Term and Termination

14.1 Subject to Clause 14.2, this Agreement shall become effective on the Commencement Date and shall remain in force for an indefinite period of time, unless the Parties agree in writing to terminate this Agreement.

14.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if, but only be limited to:

14.2.1 the Party commits a Material Breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so by the other Party;

14.2.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

14.2.3 the other Party shall have a receiver appointed of its undertaking or assets or shall go into liquidation or shall enter into any arrangement with its creditors or shall cease or threaten to cease to carry on its business; or

14.2.4 if the other Party shall sell, transfer, assign or in any other way part with possession of any substantial part of its business or assets.

14.2.5 conducts intentional fraud or misrepresentation on the Products or any documentation relating to this Agreement;

14.2.6 act of bribery, rebate, payoff, influence payment, kickback, or other unlawful payment;

15. Consequences of Termination

15.1. On termination of this Agreement:

15.1.1. Credit and debt between the Parties derived from the execution of this Agreement shall become due and payable within 60 days of the date of termination where termination has occurred under clause 14.1.

15.1.2. Where termination of the Distributor has occurred under clause 14.2, any outstanding sums for Products already collected but not paid for shall become payable in accordance with Schedule 2. Payment for Products not yet collected shall be made in advance and in full, and the Manufacturer shall fulfill all fully paid Orders received from Distributor and accepted by the Manufacturer prior to the date of termination which shall include all Orders for Products where build has not commenced, Products in the build stage and Products which have been built but not shipped before the date of termination.

15.1.3. Distributor shall work with Manufacturer to ensure a timely and ordered transition of the Sub-Distributors (and any customer data) back to the Manufacturer or to another distributor.

16. TUPE

16.1 Schedule 8 shall govern the transfer of Manufacturer's employees to LTI under this Agreement.

17. Roadmap and Costs

17.1 Schedule 9 sets out the Parties' expectations in dealing with the various distributors, dealers and agents and third party agreements as a result of this Agreement, in particular, Manufacturer shall use all reasonable endeavours to, and the Distributor shall accept, the transition of the agents, dealers, distributors, suppliers and other third party agreements in accordance with the roadmap (which may be modified by mutual agreement of the Parties from time to time). Part A of Schedule 9 contains the roadmap agreed between the Parties regarding the transition of the agents, dealers and distributors, and Part B and Part C of Schedule 9 set out a non-exhaustive list of agents, dealers and distributors, suppliers and other third parties.

17.2 The Distributor shall pay to the Manufacturer all reasonable costs which Manufacturer has incurred, or for which Manufacturer is legally or contractually liable, as a result of operating and investing in, and agreeing to the transition of the sales, aftersales, marketing, brand and public relations functions to LTI under this Agreement. Such costs shall include the costs of novation or termination of sales network or supplier contracts, the development and set up costs of Manufacturer's sales infrastructure/platform and the cost of converting the UK to a direct sales model.

17.3 Within 90 days of Commencement Date, the Manufacturer shall provide to the Distributor an invoice detailing any evidenced and properly incurred costs, as set out in clause 17.2. Such invoice will be payable within thirty (30) days of the date of the invoice.

17.4 The Manufacturer and Distributor agree that a calculation will be undertaken by the Manufacturer on the one (1) year anniversary of this Agreement (and each subsequent anniversary thereafter), in accordance with Clause 17.2, as incurred by the Manufacturer in the previous 12 months. Should any costs be ascertained, the Manufacturer will provide a Distributor with an invoice of those costs within 30 days of the anniversary of the Commencement Date and the invoice will be payable within seven (7) days of the date of the invoice.

17.5 All amounts payable by the Distributor and to be directly or indirectly received by, or credited to, Manufacturer in respect of the New Vehicles are to be provided at arm's length. For the first Year of this Agreement, the Parties agree that the transfer price per New Vehicle shall be agreed within twenty one (21) days from the Commencement Date and be set out in this Agreement as a new schedule, failing which either Party shall be entitled to exercise the right to terminate this Agreement with immediate effect. For any subsequent Year, the transfer price will be agreed in line with Clause 20.3.

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18. Indemnity and Remedy for Breach of Agreement

18.1. Manufacturer shall indemnify LTI in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by LTI including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

18.1.1. anything done or omitted to be done in respect of any of the Employees which is deemed to have been done by LTI by virtue of the Employment Regulations (as defined in Schedule 8);

18.1.2. any claim made at any time by any person employed or engaged by the Manufacturer other than the Employees who claim to have become an employee of or have rights against LTI by virtue of the Employment Regulations ("**Claims**") (as defined in Schedule 8); or

18.1.3. subject to Clause 18.4, any claim made against LTI by a third party alleging infringement of its patent or design rights in relation to New Vehicles or Parts in a Part A Country. For the avoidance of doubt, the indemnity in this Clause 18.1.3 does not extend to any trademark and other intellectual property rights);

18.1.4. subject to Clauses 18.4 and 18.5, if any claim is made against the Distributor arising out of or in connection with the manufacture of or any Defect in a Part A Country, the Manufacturer shall indemnify the Distributor against all damages or other compensation awarded to that third party;

provided that such costs, claims, expenses and liabilities under Clauses 18.1.1,18.1.2 or 18.1.3 are not payable as a result of any act or omission of LTI; and

18.1.5. in respect of any fines, penalties or other sanctions imposed, or claims or proceedings brought by a relevant supervisory authority in the territories where the Parties to this Agreement are established, other than the Information Commissioner ("**Supervisory Authority**") against LTI as a result of LCL not complying with Data Protection Legislation in relation to Customer personal data prior to entering into a separate data processing agreement in relation to any such processing.

18.2. LTI shall indemnify Manufacturer in full for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by Manufacturer including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

18.2.1. any failure by LTI to comply with its obligations pursuant to the Employment Regulations; or

18.2.2. anything done or omitted to be done by LTI in respect of any of the Employees whether before or after their TUPE Effective Date; and

18.2.3. in respect of any fines, penalties or other sanctions imposed, or claims or proceedings brought by a Supervisory Authority against Manufacturer as a result of LTI not complying with Data Protection Legislation in relation to Customer personal data prior to entering into a separate data processing agreement in relation to any such processing.

18.3. For the avoidance of doubt, in addition to the indemnities at Clauses 18.1 and 18.2, in the event of a breach of a term of this Agreement, the Parties have the remedy of damages for breach of contract and a Party may make a claim for damages in accordance with Clause 28. The claiming Party shall notify the other Party of its intention to make a claim and submit the necessary proof to support its claim, whilst mitigating any losses it may suffer or mitigate any existing/ongoing losses as a result of an event that give rise to or may give rise to a claim under this Agreement. Should the Parties not be able to agree a resolution to the alleged claims, costs, liabilities, losses and damages arising out of or in connection with a breach of the terms in this Agreement, the claiming Party may commence arbitration proceedings in respect of the alleged claims, costs, liabilities, losses and damages.

18.4. Liability under the indemnity in Clause 18.1.3 is conditional on the following:

18.4.1. as soon as reasonably practicable, where any third party makes a claim, or notifies an intention to makes a claim against LTI (or LCE, LCU, a Sub-Distributor or the Manufacturer) which may reasonably be considered to give rise to a liability under that indemnity (each a Claim), LTI shall give written notice of the Claim to Manufacturer, specifying the nature of the Claim in reasonable detail and shall take reasonable steps to mitigate the potential damage, such as suspending distribution and/or informing the Sub-Distributor to suspend selling of the Products according to the applicable law of the Territory;

18.4.2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Manufacturer if such Claim had been brought to judicial procedure. Nevertheless, both Manufacturer and Distributor shall discuss the merits of the Claim as soon as reasonably possible and in good time to meet any deadlines imposed by applicable law in respect of the Claim and use their best efforts to agree the course of action most likely to limit the liability of the Manufacturer, acting reasonably and in good faith and where necessary, based upon external advice regarding the merits of the Claim.;

18.4.3. in the event that the Parties cannot agree a course of action under Clauses 18.4.2, Distributor can at its own discretion decide the solution where it reasonably believes that defending the Claim would lead to greater liabilities or costs than settlement and that it would not have a more adverse effect on the Lotus brand. However, the Distributor shall provide Manufacturer with all documents reasonably requested by it so as to enable Manufacturer and its professional advisers to examine them for the purpose of assessing the Claim and/or any settlement and the Manufacturer shall be entitled to refer the matter to dispute resolution under Clause 28 for a determination as to whether the actions taken by the Distributor were more beneficial for the Manufacturer than the Manufacturer's preferred course of action and therefore what liability should be borne by the Manufacturer; and/or

18.4.4. where permitted by applicable law give the Manufacturer (where required by the Manufacturer) in writing sole authority to avoid, dispute, compromise or defend the Claim.

18.5. LCU and not Manufacturer shall be liable for Product liability claims in the USA and therefore liability under Clause 18.1.4 in the USA is excluded. Notwithstanding the foregoing, but subject to Clause 2.6 in relation to profit margin, Distributor shall not be liable to LCU for Defects in the USA.

19. Limitation of Liability

19.1. Nothing in this Agreement shall exclude or restrict the liability of either Party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable laws.

19.2. Except in relation to Clause 17.2 and the indemnities provided at Clause 18.1 and 18.2, neither Party shall be liable to the other for loss of contract or opportunity, loss of profits or expected profits, loss of revenue, loss and/or costs associated with business interruption or loss of use or any punitive or exemplary damages or special, indirect, incidental or consequential damages arising from or relating to this Agreement or the performance or non-performance of obligations under the Agreement, whether based on warranty, condition, contract, tort (including negligence of any nature), strict liability, repudiatory breach or any other legal ground whatsoever.

20. Performance of distribution

20.1. Both Parties understand that the signing of this Agreement is based on the best interest of Lotus brand, both Parties agree that non-performance of distribution can affect the termination of this Agreement.

20.2. The Parties agree that:

20.2.1 the scope, frequency and manner of performance of distribution detailed herein are subject to periodic review by the Parties;

20.2.2 changes to any of the Products (including the addition or deletion of Products) may be made at any time. However, changes to New Vehicles shall require agreement between the Parties (acting reasonably and in good faith) except when such changes are required for compliance with applicable laws of the UK or Territory including health and safety, where Manufacturer is required to make such changes as necessary, or where such change is so minor and does not affect the Product's outward appearance or performance attributes;

20.2.3 the inclusion of future new vehicles shall be dealt with in accordance with clause 5;

20.2.4 changes to Territory (including the addition or deletion of Territory in Schedule 1) may be made on an annual basis in case of minimum targets for sales are not achieved and agreed to by the Parties as a written amendment to this Agreement; and

20.2.5 this Agreement may be amended from time to time according to the terms set out in Clause 21 (Amendments).

20.3. The Parties agree that a yearly volume per variant, options and prices (or in the case of New Vehicles, the transfer price) of Products and After Sales Service for the USA and the rest of the Territory shall be determined in a yearly forecast meeting to be held no later than 90 days prior to the beginning of the fiscal year and attended by representatives of the Parties. In the forecast meeting, the needs of both Parties for Products will be shown and the corresponding scope of After Sales Services for the upcoming year and will be negotiated and agreed by the Parties.

20.4. In accordance with the latest business plan, a volume scheduling forecast should be provided by the Distributor on a rolling 12-month basis by Vehicle variants and options. The volume forecast is subject to the agreed annual volume of the latest business plan. The agreed annual volume and the first three (3) month volume forecast are Fixed. The second three (3) month forecast is Firm.

20.4.1. Fixed means the volume, Model Type and Options cannot be amended.

20.4.2. Firm means the volume and Model Type are Fixed but Vehicle Options may be amended.

20.4.3. Model Type means the list of Products listed in Schedule 3

20.4.4. Options means non-standard features or add-ons that a Customer can choose for a Model Type before purchase.

20.5. In the event Vehicle's stock volume exceed 1.5 (one and half) times the average of the monthly invoicing volume from Manufacturer to Distributor over the past three months, Distributor may inform the Manufacturer by written notice. The Parties shall review the business plan in order to identify a mutually agreed solution.

20.6. The price agreed for any Products shall be as set out in the annual business plan as required in Schedule 5. Any proposed changes to the price agreed in the annual business plan shall require the agreement of the Parties (acting reasonably and in good faith).

21. Amendments

21.1. The Parties hereto will periodically review this Agreement as to the reasonableness of its terms on an annual basis and, in any case, not later than three (3) months after the end of the accounting year. Such review may be evidenced by documentation reasonably acceptable to the other Party.

21.2. No amendment to this Agreement shall be effective unless it shall be signed by both Parties to be bound by the proposed amendment.

21.3. This Agreement shall be amended in accordance with the provisions of Clause 21.2.

22. Confidentiality

22.1. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party, without the prior written consent of the disclosing Party, except as permitted by Clause 22.2.

22.2. Each Party may disclose the other Party's confidential information:

22.2.1. to its Sub-Distributors, LCE or LCU (in the case of LTI) or an Affiliate of a Party, and their respective employees, officers, representatives or advisers who need to know such information for the purposes of exercising a Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party, its Sub-Distributors or Affiliates (as the case may be) shall ensure that their employees, officers, representatives, advisers to whom they disclose a Party's confidential information comply with this Clause 22 (Confidentiality); or

22.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;

22.2.3. as may be required by LTI for use of its and/or its Affiliates' audit, enquiry from investors, due diligence and any other requirement, or IPO;

provided such disclosure does not put either Party in breach of any of its confidentiality obligations.

22.3. Confidential information disclosed under Clause 22.2 shall remain the confidential information of the disclosing Party.

22.4. Disclosures of any customer personal data may only be made in accordance with clause 29 (Data Protection).

22.5. The obligations in this Clause 22 shall not apply to information which:

22.5.1. was known to the recipient (as evidenced by the recipient's written records) prior to it being disclosed to the recipient by the disclosing Party;

22.5.2. is or hereafter becomes public knowledge through no act or failure to act on the recipient's part;

22.5.3. is hereafter obtained by the Recipient from a third party who is not under a duty of confidentiality relating to such confidential information; or

22.5.4. is required to be disclosed by any relevant legislation or order of any Court of competent jurisdiction, provided that the Recipient shall: (a) give as much prior notice as possible to the disclosing Party of any such requirement to disclose; and, (b) use its best endeavours to obtain assurances of confidentiality from the party to whom the confidential information is required to be disclosed; and, (c) disclose only the minimum amount of disclosing Party's confidential information sufficient to comply with the legislation or court order.

22.6. For the purposes of this Agreement, information shall not be deemed to be public knowledge or known to the recipient on the grounds only that:

22.6.1. the general principle is public knowledge or known to the recipient if the particular practice disclosed by the disclosing Party is not itself public knowledge or so known, or

22.6.2. it constitutes a combination (not itself public knowledge or known to the Recipient) of information which is public knowledge or so known.

22.7. Except otherwise agreed, no Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

23. Force Majeure

23.1. Neither Party shall be liable to the other Party for failure to perform its obligations where such performance is prevented by riots, war, hostilities between any nations, acts of God, fire, storm, flood, earthquake, strikes, pandemics (collectively referred to as 'Natural Events'), outcomes including labour disputes, shortage or delay of carriers, shortage or delay of parts from supply chain, shortage of raw materials, labour, power or other utility services which were resulted from Natural Events, and governmental restrictions and other events beyond the reasonable control and precaution of either Party (each a Force Majeure Event) whose performance is prevented or interfered with. The affected Party shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event and continue to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means.

23.2. Subject to clause 23.1, if the period of delay or non-performance continues for 60 days, and the affected Party is unable to reverse the non-performing, hindered or delayed of the Agreement resulted from the Force Majeure Event with its commercially reasonable efforts, the affected Party may terminate the Agreement by giving 30 days' written notice to the other Party. Notwithstanding, the affected Party is still responsible and liable for all of its performance before the occurrence of the Force Majeure Event and the defaults which is not resulted from the Force Majeure Event.

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24. Taxes

24.1. Any tax imposed by destination country relating to the importation of the Products under this Agreement shall be borne by the Distributor.

24.2. Any tax imposed and incurred within the UK on a Party shall be borne by that Party save that any taxes imposed on LCL as a result of insufficient consideration or costs paid by LTI under this Agreement shall be refunded to LCL by LTI.

24.3. Each Party will cooperate with and provide reasonable assistance to the other Party with respect to recovery, if possible, of any applicable taxes.

25. Entire Agreement

25.1. The Agreement, inclusive of the schedules, constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2. In the event of any discrepancy, inconsistency or conflict between the specific provisions of this Agreement and the Schedules, the interpretation of the Schedules shall prevail.

26. Survival

26.1. Notwithstanding any other provision of this Agreement, clause 1 (Definitions), clause 10 (Warranty), clause 12 (Recall Work), clause 13 (Compliance), clause 15, (Consequence of Termination), clause 18 (Indemnity), clause 19 (Limitation of Liability), clause 22 (Confidentiality), clause 24 (Taxes) and clause 28 (Governing Law, Jurisdiction and Dispute Resolution), Schedule 2 shall survive termination of this Agreement and continue in full force and effect, along with any clauses or schedules to this Agreement necessary to give effect to such clauses.

26.2. To avoid any doubt, the rights of distribution and servicing of the Products granted for the Distributor under clause 2 (Distribution Rights) shall survive for the minimum period necessary to permit the Distributor to discharge its obligations in respect of providing New Vehicles already in its possession to Customers.

27. Miscellaneous

27.1. **Territory of distribution.** The Parties may amend the Territory by a written amendment to this Agreement signed by both Parties.

27.2. **Separation of operation**. Parties will set their management and operation strategy separately based on the condition of local market. Strategies will not affect the right of distribution for both Parties.

27.3. **Cost of sale**. Both Parties understand that the signing of this Agreement will not affect the structure of the Parties. So, each Party will remain responsible for their own cost of sale.

27.4. **Plural and singular word**. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

27.5. **Notices**. Notices to be given under this Agreement shall be sent by registered delivery or reputable signed for courier to the registered office of the other Party (with a copy sent by email (if provided) for information) as set out below. The notice shall be deemed to have been delivered upon being signed for.

	To LTI	To LCL
Attention:	Business Office	Director of Legal & Compliance
Address:	Unit 6 Doyle Drive, Blackburn Road Industrial Estate, Coventry, CV6 6NW	Potash Lane, Hethel, Norwich, Norfolk, NR14 8EZ, England
Telephone:		
Email:	peng.fu@lotuscars.com.cn	Legal@lotuscars.com

28. Governing Law, Jurisdiction and Dispute Resolution

28.1. The conclusion, validity, interpretation, performance and dispute resolution of this Agreement between the Parties shall be governed by and construed in accordance with the laws of England and Wales. The provisions of private international law and the UN Convention on Contracts for the International Sale of Goods shall not apply.

28.2. Any dispute arising from or in connection with this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (LCIA) under the LCIA Administered Arbitration Rules in force when the Notice of Arbitration is submitted. This arbitration clause shall be governed by the laws of England and Wales. The number of arbitrators shall be three. The place of arbitration shall be London. The arbitration proceedings shall be conducted in English and all documents filed during the arbitration shall be written in English. The Parties further confirm that the arbitral award shall be final and binding on both Parties and shall not be appealed. The arbitral award shall take a decision on the allocation of arbitration fees and all the other relevant matters.

28.3. In the event of dispute or claim arising out of or in connection with the interpretation, performance or breach of this Agreement, including any disputes based on breach of contract, tort or statute, the Parties shall notify the other Party in the first instance and use best endeavours to resolve such dispute in an amicable and timely manner.

29. Data Protection Compliance

29.1. The Parties will enter into a data processing agreement to govern any sharing of customer personal data before any sharing takes place. The Parties agree that each Party shall be an independent controller in respect of any customer personal data that they process and each shall comply with all applicable laws, regulations and provisions on data protection, including without limitation those of the England and Wales and the European Union, such as the UK Data Protection Act 2018 and the EU General Data Protection Regulation (Regulation (EU) 2016/679) (collectively referred to as the '**Data Protection Legislation**) in respect of the processing of customer personal data.

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30. Language

30.1. This Agreement is drafted in English. All notices, documents or information provided by one Party to the other Party under this Agreement shall be made in English.

31. Deposits

31.1. On acceptance of an Order by the Manufacturer, Distributor shall pay to the Manufacturer the deposit specified for a model of New Vehicle (for the USA or the rest of the Territory) in the business plan referred to in Schedule 5 (which in any case shall be equal to the amount of deposit to be paid by the Customer to the Distributor) within 45 days of receipt of an invoice. The deposit shall be deducted from the total transfer price of the New Vehicle due and payable by the Distributor.

31.2. For deposits already paid to Manufacturer by Customers at the Commencement Date, such deposits shall remain with the Manufacturer and the amount of the deposit shall be deducted from the total transfer price of the New Vehicle due and payable by the Distributor.

31.3. Manufacturer shall use reasonable endeavours to novate a Customer contract to the Distributor. Distributor agrees and acknowledges in this Agreement that from the date that the Customer consents to the novation of the contract from Manufacturer to Distributor, Distributor releases Manufacturer from all its future obligations to the Customer and shall reimburse Manufacturer in accordance with Clause 17.2

31.4. Where a Customer does not wish for their contract to be novated to the Distributor, or fails to engage in the process of novation, Manufacturer shall retain the money and take steps to refund the deposit to the Customer.

31.5. Distributor shall use best endeavours to maintain Customer satisfaction in order to keep the Customer contracts.

32. Counterpart

32.1. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) electronically in a .pdf or .jpeg format shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement.

Execution page

In witness whereof, the Parties shall cause their respective authorized representatives to sign this Agreement. For the avoidance of doubt, this Agreement shall be deemed as signed on the date showed on the first line of the beginning of the Agreement regardless of the actual date when each Party signs this Agreement or the date placed on the execution page.

For and behalf of: **Lotus Cars Limited**

Representative: /s/ Donghui Li
Title: Director
Date January 31, 2023

For and behalf of: **Lotus Technology Innovative Limited**

Representative: /s/ Qingfeng Feng
Title: Director
Date January 31, 2023

Exhibit 10.7

PUT OPTION AGREEMENT

This PUT OPTION AGREEMENT (this "Agreement") is made and entered into on January 31, 2023 (the "Effective Date") by and between:

1. Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "LTC");

2. Geely International (Hong Kong) Limited (Company No. 940401), a private company incorporated under the laws of Hong Kong whose registered office is at 1 Unit 2204, 22/F, Lippo Centre, Tower 2, 89 Queensway, Hong Kong ("Geely");

3. Lotus Advance Technologies Sdn Bhd (Company No. 638159-V), a private limited company incorporated under the laws of Malaysia ("LAT"); and

4. Lotus Group International Limited, a company incorporated in England and Wales with company number 02831840 with its registered address at Potash Lane, Hethel, Norwich, Norfolk, NR 14 8EZ ("LGIL").

Each of the parties listed above is referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Geely desires to have the right to require LTC to purchase the Option Shares, representing all the issued and outstanding shares of the Target held by Geely, and LTC desires to grant such right to Geely, pursuant to the terms and conditions set forth herein;

WHEREAS, LTC, Etika, LAT and LGIL have entered into that certain put option agreement (the "Etika Put Option Agreement") on the same date hereof, pursuant to which Etika shall have the right to require LTC to purchase all the issued and outstanding shares of the Target held by Etika;

WHEREAS, on the Effective Date, LTC, L Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC"), Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of LTC ("Merger Sub 1") and Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of LTC ("Merger Sub 2") entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which, among other matters, (i) Merger Sub 1 will merge with and into SPAC with SPAC continuing as the surviving entity and a wholly owned subsidiary of LTC (the "First Merger"), (ii) immediately following the consummation of the First Merger, SPAC will merge with and into Merger Sub 2 with Merger Sub 2 continuing as the surviving entity and a wholly owned subsidiary of LTC; and

WHEREAS, as a condition to the willingness of the parties to the Merger Agreement to enter into the Merger Agreement, the Parties intend to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein set forth and subject to and on the terms and conditions herein set forth, the Parties agree as follows:

1. Definitions

The following terms shall have the meanings ascribed to them as below:

"Affiliate" of any Person means any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. As used in this Agreement, "control" (including, its correlative meanings "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies.

"Approvals" means any approval, authorization, consent, permit, qualification or registration, or any waiver of any of the foregoing, required to be obtained from or made with, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Authority or any other Person.

"Base Amount" means the total revenues of LGIL for the year ended December 31, 2024 as reflected on the audited consolidated financial statements of LGIL as of December 31, 2024, subject to adjustment pursuant to Section 2.1.

"Business Day" means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by law to be closed in the Cayman Islands, Hong Kong and Malaysia.

"Cash" means the aggregate amount of all cash and cash equivalents of LGIL as reflected on the audited consolidated financial statements of LGIL as of December 31, 2024.

"Consent" means any consent, approval, authorization, release, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority.

"Contract" means a contract, agreement, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

"Debt" means the aggregate outstanding amount of the indebtedness of LGIL as reflected on the audited consolidated financial statements of LGIL as of December 31, 2024 (not taking into account the outstanding principal amount of any loan provided by Geely or Etika to the Target or any of its Subsidiaries, which will be subject to Section 3.5).

"Encumbrance" means any security interest, pledge, mortgage, lien, charge, claim, hypothecation, title defect, right of first option or refusal, right of pre-emption, third-party right or interests, put or call right, lien, adverse claim of ownership or use, or other encumbrance of any kind, except those required by the applicable Laws.

"Etika" means Etika Automotive Sdn Bhd, a company incorporated under the laws of Malaysia and having its registered address at 110, Jalan Maarof, Bangsar Baru, 59000 Kuala Lumpur, Malaysia, which holds 49% of the issued share capital of the Target as of the date hereof.

"Geely's Pro Rata Share" means 51%, as adjusted upon conversion of all the Shareholder Loan Amount into share capital of the Target pursuant to Section 3.5.

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

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

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

"Law" or "Laws" means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any formally issued written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Governmental Orders.

"LCU" means Lotus Cars USA Inc., a Delaware corporation which is indirectly wholly owned by the Target.

"Leakage" means any of those matters set out in Part 1 of Schedule A but does not include any Permitted Leakage.

"Lien" means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract, understanding, law, equity or otherwise.

"Locked Box Claim" means a claim for breach of any of the warranties in Section 6.1.

"Locked Box Date" means December 31, 2024.

"LTC Shares" means the ordinary shares of LTC, par value $0.00001 per share.

"Option Shares" means 1,004,153,547 shares of LAT or, to the extent Geely and Etika cease to directly hold shares of LAT at the time when the Put Option is exercised, such shares held by Geely in the Target at the time when the Put Option is exercised, together with such shares of the Target converted from the Shareholder Loan Amount pursuant to Section 3.5.

"Permitted Leakage" means any of those matters set out in Part 2 of Schedule A.

"Person" means any individual, sole proprietorship, partnership, limited partnership, limited liability company, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental or regulatory authority or other enterprise or entity of any kind or nature.

"Put Option Price" means an amount in dollars equal to Geely's Pro Rata Share * [1.15 * Base Amount + Cash – Debt], subject to adjustment pursuant to Section 2.1.

"Related Person" means, with respect to a Person, (a) any Affiliate of that Person and any current or former direct or indirect shareholder of that Person or its Affiliates; (b) any current or former director or officer of such Person or its Affiliates, and any member of such director's or officer's immediate family; and (c) any trust, partnership or other entity established for the benefit of any of the Persons referred to in the aforementioned items (a) and (b); but in any such case with respect to Geely or Etika, shall not include the Target Group.

"Shareholder Loan Amount" means the outstanding portion of the principal amount of any loan provided by Geely or Etika to the Target or any of its Subsidiaries as of the date of the Put Exercise Notice, together with any accrued and unpaid interest thereon.

"Subsidiary" means, with respect to a Person, any other Person controlled, directly or indirectly, by such Person and, in case of a limited partnership, limited liability company or similar entity, such Person is a general partner or managing member and has the power to direct the policies, management and affairs of such Person, respectively.

"Target Group" means the Target and its Subsidiaries, and " Target Group Company" means any one of them.

"Target" means LAT, or if Geely and Etika cease to directly hold shares of LAT, LGIL or any other holding company in which Geely and Etika directly hold their respective shares in the same percentage as their respective shareholding percentage in Lotus Advance Technologies Sdn Bhd as of the date hereof.

"Transfer" means, with respect to any security, any sale, assignment, transfer, distribution or other disposition thereof, or other conveyance, creation, incurrence or assumption of a legal or beneficial interest therein, or a participation or Encumbrance therein, or creation of any short position in any such security or any other action or position otherwise reducing risk related to ownership through hedging or other derivative instrument, whether voluntarily or by operation of Law, whether in a single transaction or a series of related transactions.

2. Treatment of LCU

2.1 **LCU Divesture.** The Parties hereby agree to discuss and agree on the treatment of LCU following the date hereof and in any event, prior

to January 1, 2025, including whether LCU shall be included in the Target Group when Geely exercises the Put Option, and the potential reduction on the Put Option Price and other terms and conditions of divesture of LCU if LCU is excluded from the Target Group.

3. Put Option

3.1 **Grant of Put Option.** Subject to the terms and conditions of this Agreement, Geely shall have the exclusive and irrevocable right, but not the obligation, to require LTC to purchase the Option Shares (the "Put Option") by delivery of a Put Exercise Notice (as defined below) in accordance with Section 3.3(i), and upon receipt of such Put Exercise Notice by LTC, LTC shall issue certain number of newly issued LTC Shares to Geely and Geely shall Transfer or cause the Transfer of the Option Shares to LTC or any Person designated by LTC. The number of LTC Shares to be issued to Geely shall be equal to the quotient of (a) the Put Option Price, divided by (b) the per share listing price of the LTC Shares.

3.2 **Exercise Period and Condition.** The Put Option may be exercised by Geely during the period from April 1, 2025 to June 30, 2025 (the "Put Option Period"), subject to the condition that the total number of vehicles sold by the Target Group in 2024 exceeds 5,000 (the " Exercise Condition").

3.3 **Procedure**

(i) For so long as the Exercise Condition is satisfied, at any time during the Put Option Period, Geely may exercise the Put Option by delivering a written notice substantially in the form attached hereto as Exhibit A (the "Put Exercise Notice") to LTC.

(ii) Except for the delivery of the Put Exercise Notice under Section 3.3(i), and subject at all times to the Exercise Condition and applicable Laws, there are no other prerequisite or incidental conditions or procedures for Geely to exercise the Put Option pursuant to this Agreement.

(iii) To the extent any Approval is required in connection with the closing of any Transfer of the Option Share, each of LTC and Geely shall, and shall cause its Affiliates to, use its reasonable best efforts to obtain, and to cooperate with the other Party with respect to, such Approval.

(iv) On the fifth (5th) Business Day following the later of (i) receipt of a Put Exercise Notice by LTC, and (ii) any Approvals required by applicable Law to be obtained prior to the Transfer of the Option Share being obtained (the "Option Closing Date"), (x) Geely shall (A) Transfer the Option Shares, free and clear of all Encumbrances, and with all rights attaching thereto, to LTC, and (B) provide to LTC evidence showing LTC as the registered holder of the Option Shares, and (y) LTC shall (A) issue such number of LTC Shares as determined pursuant to Section 3.1, free and clear of all Encumbrances (other than those arising under applicable securities laws), and cause the LTC Shares to be registered in book-entry form in the name of Geely on LTC's stock ledger, and (B) provide to Geely evidence of such issuance from LTC's transfer agent.

(v) Geely shall represent and warrant to LTC, as of the Option Closing Date, (i) Geely has full right, title and interest in and to the Option Shares, (ii) Geely has all the necessary power and authority and has taken all necessary action to Transfer the Option Shares to LTC as contemplated by this Section 3, (iii) the Option Shares are free and clear of any and all Encumbrances, and (iv) the Option Shares, together with the shares of the Target held by Etika, shall represent all the issued and outstanding shares of the Target.

(vi) LTC shall represent and warrant to Geely, as of the Option Closing Date, the LTC Shares will have been duly authorized, and when issued and delivered to Geely against Transfer of the Option Shares in full from Geely to LTC in accordance with the terms of this Agreement, the LTC Shares will be validly issued and fully paid and non-assessable, free and clear of any and all Encumbrances (other than those arising under applicable securities laws) and will not have been issued in violation of or subject to any preemptive or similar rights created under LTC's organization documents (as in effect at such time of issuance) or the laws of the Cayman Islands.

3.4 **Distribution of LTC Shares by LGIL.** Upon exercise by Geely of the Put Option under this Agreement, LGIL hereby agrees to take any and all actions to distribute the LTC Shares held by LGIL on the date of the Put Exercise Notice to Geely such that Geely shall receive Geely's Pro Rata Share of such number of LTC Shares held by LGIL concurrently with the completion of transactions contemplated under Section 3.3(iv) on the Option Closing Date.

3.5 **Conversion of Shareholder Loan.** In the event there is any outstanding loan provided by Geely to any Target Group Company as of the date of the Put Exercise Notice, Geely shall take any and all actions to convert all the Shareholder Loan Amount into share capital of the Target immediately after the date of the Put Exercise Notice. To the extent any portion of the Shareholder Loan Amount is not converted into share capital of the Target, the Put Option Price shall be reduced by an amount equal to the outstanding portion of the principal amount of any loan provided by Geely to any Target Group Company as of the Option Closing Date.

3.6 **Adjustment for Leakage.** If Geely has notified LTC under Section 4.5 of any Leakage that occurs between the Locked Box Date and Option Closing Date, then the Put Option Price shall be reduced by Geely's Pro Rata Share of such amount. If Geely and LTC have agreed in accordance with Section 6.2 an agreed amount with respect to any Leakage that occurs between the Locked Box Date and Option Closing Date, then the amount of any payment made by Geely to LTC in respect of such Leakage shall be treated, as far as possible, as an adjustment to the Put Option Price paid by LTC for the Option Shares under this Agreement and the Put Option Price shall be deemed to have been reduced by the amount of such payment.

3.7 **Waiver of ROFR.** Geely hereby waives, and agrees not to exercise, assert or claim, to the fullest extent permitted by applicable Law, the right of first refusal with respect to all the issued and outstanding shares of the Target held by Etika when Etika transfers such shares of the Target to LTC pursuant to the Etika Put Option Agreement.

4. Transfer Restrictions; Additional Agreements

4.1 **Restrictive Covenants on Conduct of Business**. During the term of this Agreement, in the absence of the prior written consent of LTC, LAT undertakes that it shall not, and shall cause its Subsidiaries not to, and Geely undertakes that it shall cause the Target Group not to, directly or indirectly:

(i) make any material change in its accounting principles or methods unless required by the IFRS or applicable Laws;

(ii) accelerate deliverables under the Contracts with customers; and

(iii) issue, sell, grant, pledge or otherwise dispose of (a) any of the equity securities of the Target or its Subsidiaries to a third party, or (b) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitment obligations of the Target or any of its Subsidiaries to purchase or obtain any equity securities of the Target or any of its Subsidiaries to a third party.

4.2 **Information Rights**. The Target covenants and agrees that, during the term of this Agreement, the Target shall deliver, and Geely shall cause the Target to deliver, to LTC:

(i) audited annual consolidated financial statements, within ninety (90) days after the end of each fiscal year; and

(ii) upon written request by LTC, such other information as LTC shall reasonably request (except that the Target is not obligated to supply to LTC any document that is privileged and/or is legally protected from discovery or disclosure during a legal proceeding involving the Target Group).

4.3 **Restrictive Covenants on Transfer of Option Shares**. During the term of this Agreement, in the absence of the prior written consent of LTC, Geely undertakes that it shall not (and shall cause its Affiliates not to), directly or indirectly:

(i) Transfer the Option Shares or any right, title or interest therein or thereto;

(ii) grant any proxies or powers of attorney or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, voting deed or otherwise (including pursuant to any loan of the Option Shares), or enter into any other agreement, with respect to any Option Shares;

(iii) take any action that would reasonably be expected to make any representation or warranty of Geely herein untrue or incorrect, or would reasonably be expected to have the effect of preventing or disabling Geely from performing its obligations hereunder;

(iv) directly or indirectly (through any officer, director, shareholder, employee, agent or representative of him or it) solicit, initiate or encourage any proposal from any Person to purchase or acquire the Option Share, or enter into or engage in any negotiations or discussions with, or provide any information to, any Person relating to the above; or

(v) commit or agree to take any of the foregoing actions.

4.4 **Transfer Void; Equitable Relief**. Parties agree that any Transfer of Option Shares not made in compliance with the requirements of this Agreement shall be null and void *ab initio*, shall not be recorded on the books of the Target or its transfer agent and shall not be recognized by the Target. Each Party hereto acknowledges and agrees that any breach of this Agreement could result in substantial harm to the other Parties for which monetary damages alone could not adequately compensate. Therefore, the Parties unconditionally and irrevocably agree that any non-breaching Party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other Transfers of Option Shares not made in strict compliance with this Agreement).

4.5 **Pre-Closing Notifications**. At least five (5) Business Days prior to the intended Option Closing Date, Geely shall provide to LTC a schedule setting out in reasonable details the amount of any known Leakage and any reductions in respect of such event to be made to the Put Option Price.

5. Representations and Warranties

5.1 Each Party hereby represents and warrants to the other Parties that each of the representations and warranties set forth below is true and correct as of the date hereof:

(i) Such Party is duly organized, validly existing and in good standing under applicable the Laws of the jurisdiction of its incorporation or organization.

(ii) Such Party has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by such Party, and no other corporate proceeding on the part of such Party is necessary to authorize this Agreement or such Party's performance hereunder. This Agreement has been duly and validly executed and delivered by such Party and, assuming due and valid authorization, execution and delivery by each other party hereto, constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, and (ii) as may be limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(iii) No consent of or with any Governmental Authority on the part of such Party is required to be obtained or made in connection with the execution, delivery or performance by such Party of this Agreement or the consummation by such Party of the transactions contemplated hereby, other than (a) Approvals by applicable Governmental Authorities in the U.S. if and to the extent LCU will be included in the Target Group when Geely exercises the Put Option, and (b) where the failure to obtain or make such consents or to make such filings or notifications would not reasonably be expected to prevent, impede or, in any material respect, delay or adversely affect the execution and performance by such Party of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

(iv) The execution, delivery and performance by such Party of this Agreement do not and will not (a) contravene or conflict with or violate any provision of, or result in the breach of the organizational documents of such Party, (b) contravene or conflict with or result in a violation of any provision of any Law or Governmental Order binding upon or applicable to such Party or any of its properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Contract to which such Party is a party, or (d) result in the creation or imposition of any Encumbrance on any properties or assets of such Party, except in the case of each of clauses (b) through (d) that do not, and would not reasonably be expected to, prevent, impede or, in any material respect, delay or adversely affect the performance by such Party of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

5.2 Geely hereby represents and warrants to LTC that each of the representations and warranties set forth below is true and correct as of the date hereof and the Option Closing Date:

(i) Geely is the sole legal and beneficial owner of the Option Shares, free and clear of all Encumbrances. Geely has the power to sell, transfer, assign and deliver its Option Shares as provided in this Agreement and, upon transfer and delivery of the Option Shares to LTC and payment therefor in accordance with this Agreement, such transfer and delivery will convey to LTC good and marketable title to such Option Shares, free and clear of all Encumbrances. The Option Shares are duly authorized, validly issued, fully paid and non-assessable.

(ii) The Option Shares represent Geely's Pro Rata Share of all the issued and outstanding shares of the Target.

(iii) The Option Shares, together with the shares of the Target held by Etika, represent all the issued and outstanding shares of the Target.

6. Leakage

6.1 **Warranty and Undertaking.** Geely undertakes there will be no Leakage between the Locked Boxed Date and the Option Closing Date, subject to relevant exclusions, limitations and qualifications set out in this Section 6.

6.2 **Locked Box Claims.**

(i) No Locked Box Claim may be made against Geely unless notice of the Locked Box Claim, specifying in reasonable detail the legal and factual basis and evidence on which the Locked Box Claim is made and LTC's estimate of the amount of Leakage which is the subject of such Locked Box Claim ("**Locked Box Claim Notice**"), is served on Geely in writing as soon as practicable after LTC becomes aware of the circumstances giving rise to the Locked Box Claim, and in any case, within twelve (12) months following the Option Closing Date.

(ii) Within fifteen (15) Business Days of receiving the Locked Box Claim Notice, Geely shall either pay in cash an amount equal to Geely's Pro Rata Share of the relevant Leakage actually paid or required to be paid by the relevant Target Group Company giving rise to such Locked Box Claim to LTC or Geely shall dispute the existence and/or value of any Leakage amount claimed by sending a written notice to LTC setting out in reasonable detail the legal and factual basis of such dispute and evidence on which Geely relies (a "**Locked Box Claim Dispute Notice**").

(iii) Upon receipt of a Locked Box Claim Dispute Notice, LTC and Geely shall negotiate in good faith and act reasonably to agree on the amount of the Leakage. If Geely and LTC cannot agree on the amount of the Leakage within thirty (30) Business Days of receipt of the Locked Box Claim Dispute Notice by LTC, then the matter ("**Locked Box Claim Dispute**") shall be determined in accordance with the provisions of Schedule B.

(iv) No liability shall attach to Geely in respect of any Locked Box Claim to the extent that the Locked Box Claim is based upon a liability which is contingent only or is otherwise not capable of being quantified unless and until such liability ceases to be contingent and becomes an actual liability or becomes capable of being quantified, as the case may be. For the avoidance of doubt, no disputed Leakage amounts shall be payable under this Section 6.2 by Geely unless and until such amounts have been agreed, finalised and/or determined in accordance with this Section 6.2. Notwithstanding the foregoing, LTC shall be permitted to deliver a Locked Box Claim Notice to Geely based upon a contingent liability pursuant to this Section 6.2 even if such contingent liability has not been quantified or become an actual liability. For the avoidance of doubt, for so long as the Locked Box Claim is delivered by LTC to Geely within twelve (12) months following the Option Closing Date pursuant to Section 6.2(i), even if such contingent liability becomes an actual liability or becomes capable of being quantified, as the case may be, after twelve (12) months following the Option Closing Date, Geely shall continue to be liable for such liability.

(v) If closing of the transactions contemplated by this Agreement does not occur, Geely shall have no liability to LTC under this Section 6.

(vi) LTC's only right and remedy under this Section 6 shall be an adjustment made pursuant to Section 3.6 and/or any payments made pursuant to this Section 6.2. LTC shall not be entitled to recover from Geely or any other person more than once for the same damage suffered, whether under this Section 6.2 or any other provision of this Agreement, which for the avoidance of doubt includes any right to recover under any policy of insurance. No liability shall attach to Geely in respect of any Locked Box Claim if and to the extent that such Locked Box Claim relates to any loss or damage recoverable by LTC or any of its Subsidiaries under any policy of insurance (after taking into account any deductible under such insurance policy and less any taxation suffered or payable on the proceeds and any reasonable out of pocket expenses suffered or incurred by LTC or any of its Subsidiaries in connection with the claim).

(vii) The maximum liability of Geely in respect of a single Locked Box Claim shall not exceed Geely's Pro Rata Share of the amount of Leakage giving rise to such claim actually paid by or required to be paid by the relevant Target Group Company.

7. Indemnification

Each Party (the "Indemnitor") shall indemnify the other Parties (the " Indemnitee") against all losses, costs, damages and expenses (including attorney fees) suffered or incurred by the Indemnitee directly or indirectly as result of a breach or non-compliance by the Indemnitor of any of its representations, warranties or covenants contained herein, except to the extent such losses, costs, damages and expenses are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Indemnitee's gross negligence or wilful misconduct.

8. Termination

This Agreement shall continue in full force and effect at all times after the Effective Date provided that this Agreement shall be terminated (i) upon the date when the Option Shares have been transferred to LTC or its designee through the exercise of Put Option pursuant to Section 2 or otherwise, or (ii) automatically upon expiration of the Put Option Period. Termination of this Agreement shall not excuse any Party from any liability arising at or prior to such termination, and Section 6, Section 7, this Section 8, Section 9 and Section 10 shall survive such termination.

9. Governing Law and Dispute Resolution

9.1 **Governing Law.** This Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of

conflict of Laws thereunder.

9.2 **Dispute Resolution**

(i) Any dispute, controversy or, claim or difference of any kind whatsoever arising out of, relating to or in connection with this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof (the "Dispute") shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Center (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules in force at the time of the commencement of the arbitration. To the extent such rules are in conflict with the provisions of this Section 9.2, including the provisions concerning the appointment of arbitrators, this Section 9.2 shall prevail.

(ii) The seat of arbitration shall be Hong Kong.

(iii) There shall be three (3) arbitrators. The claimant and respondent shall each nominate one (1) arbitrator and the third arbitrator shall be appointed by the HKIAC. The arbitration shall be conducted in the English language.

(iv) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

(v) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(vi) The arbitral tribunal shall decide any Dispute submitted by the parties to the arbitration strictly in accordance with the substantive Laws of Hong Kong (without regard to principles of conflict of Laws thereunder) and shall not apply any other substantive Law.

(vii) The Parties agree that the arbitral tribunal shall have the power to award equitable remedies (including specific performance). Any party to the Dispute shall be entitled to seek interim measures of protection and emergency relief in aid of arbitration from any court of competent jurisdiction. Application for such protective or similar emergency interim relief shall not be deemed inconsistent with the agreement to arbitrate or deemed a waiver of the right to arbitrate.

(viii) During the course of the arbitral tribunal's adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

10. Miscellaneous

10.1 **Confidentiality.**

(i) "Confidential Information" means any information concerning this Agreement or the transactions contemplated hereby and any information concerning the Option Share.

(ii) Each Party shall be fully liable and responsible pursuant to this Agreement for any breach of this Section 10.1 by its Affiliates and their respective directors, officers, employees, accountants, counsel and other representatives and agents (each a "Representative" and collectively, "Representatives").

(iii) Each Party shall, and shall cause his or its Affiliates and Representatives to, treat and hold as confidential (and not disclose or provide access to any Person to) any and all Confidential Information, provided, however that, (i) if any Party or his or its Affiliates or Representatives becomes legally compelled to disclose any Confidential Information (except for information that is required to be disclosed in any filing or reporting required under applicable securities law, including any rule or regulation of any national securities exchange, which information may be freely disclosed in connection therewith), such Party shall provide the other relevant Party with prompt written notice of such requirement so that such other Party may seek a protective order or other remedy, (ii) in the event that such protective order or other remedy is not obtained, or such other Party waives compliance with this Section 10.1, such legally compelled party shall furnish only that portion of the Confidential Information which is legally required to be provided and exercise his or its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential Information and (iii) the Parties agree and acknowledge that remedies at law for any breach of obligations under this Section 10.1 are inadequate and that in addition thereto the non-breaching party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach; and (iv) notwithstanding the foregoing, information or other materials or data disclosed to or otherwise in the possession of a Person described above prior to disclosure by the other Parties or their respective Affiliates or Representatives, or which is otherwise publicly available through no breach by any such Person of any obligation of confidence, shall not be Confidential Information.

10.2 **Further Assurances.** Upon the terms and subject to the conditions herein, each of the Parties hereto agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Parties hereto in doing, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

10.3 **Amendments.** This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by all Parties.

10.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Parties and no such assignment shall relieve such Party of its duties or obligations hereunder. Except as expressly set forth herein, nothing in this Agreement shall confer any claim, right, interest or remedy on any Person (other than the Parties hereto) or inure to the benefit of any Person (other than the Parties hereto).

10.5 **Severability.** In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of this Agreement shall be invalid, illegal, or unenforceable under any such applicable Law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum

requirements of such Law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal, or unenforceable only to the extent of such invalidity, illegality, or limitation on enforceability without affecting the remaining provisions of this Agreement, or the validity, legality, or enforceability of such provision in any other jurisdiction.

10.6 **No Waiver; Cumulative Remedies.** Except as specifically set forth herein, the rights and remedies of the Parties to this Agreement are cumulative and not alternative. No failure or delay on the part of any party in exercising any right, power or remedy under this Agreement will operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

10.7 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

10.8 **No Strict Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.9 **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof, and supersedes all other agreements between the Parties with respect to the subject matters hereof.

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

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date first above written.

Lotus Technology Inc.

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[Signature Page to Put Option Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date first above written.

Geely International (Hong Kong) Limited

By: /s/ LI Donghui
Name: LI Donghui
Title: Director

[Signature Page to Put Option Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date first above written.

Lotus Advance Technologies Sdn Bhd

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[Signature Page to Put Option Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date first above written.

Lotus Group International Limited

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[Signature Page to Put Option Agreement]

Schedule A

Leakage and Permitted Leakage

Part 1: Leakage

1. Any dividend, distribution (whether in cash, in kind or otherwise) or return of capital (including any payment made for the purchase, redemption, repurchase, repayment or acquisition of any share capital of the Target Group Companies) declared, authorised, paid or made by any Target Group Company.

2. Any (i) transfer or surrender of any asset, payment made or agreed to be made by any Target Group Company to, for or on behalf of Geely, Etika or their Related Persons, (ii) payment made or agreed to be made by a Target Group Company to or for the direct benefit of Geely, Etika or their Related Persons or (iii) assumption, indemnification, guarantee or incurrence of any liability for the benefit of, Geely, Etika or their Related Persons.

3. Any waiver, forgiveness or release by any Target Group Company in favour of Geely, Etika or their Related Persons of any sum or obligation due by Geely, Etika or their Related Persons to any Target Group Company.

4. Other than in accordance with Contracts entered into in the ordinary course of the business of the Target Group and on arms' length terms, any payment, management charge, fee, costs or taxes of any nature levied by, or for the benefit of, Geely, Etika or their Related Persons against any Target Group Company and any payment of any nature including any payment of any management, service or similar fee or compensation by any Target Group Company to, or for the benefit of, Geely, Etika or their Related Persons.

5. Any (i) repayment of principal on any debt or payment of any interest on or other payment by any Target Group Company in relation to any debt obligation to Geely, Etika or their Related Persons, (ii) reduction in any accounts receivable of any Target Group Company owed by Geely, Etika or their Related Persons or (iii) creation of any Encumbrance over any of the assets of the Target Group in favour of or for the benefit of Geely, Etika or their Related Persons.

6. Any payment or incurrence of any obligation to pay, any bonus or other remuneration in connection with the transactions contemplated under this Agreement or otherwise not in the ordinary course of business consistent with past practice by any Target Group Company to any officer, employee or consultant of a Target Group Company.

7. Any agreement, arrangement or commitment made or entered into by Geely, Etika or any of their Related Persons to give effect to any of the matters referred to in paragraphs 1 to 6 of this Part 1 of Schedule A.

8. Without duplication, any tax payable by any of the Target Group Companies as a consequence of any of the matters referred to in paragraphs 1 to 6 of this Part 1 of Schedule A.

Part 2: Permitted Leakage

1. Any payments or fees, or accruals in respect of any payments or fees to be made by any of the Target Group Companies pursuant to existing agreements; provided that (a) any such payments, charges, fees or accruals are (i) made or arise in the ordinary course of business and consistent with past practice and (ii) reasonably necessary for the operation of the business of the Target Group and (b) any such agreements were entered into on arms' length terms.

2. Any payments or accruals in respect of payments to be made of salaries, remuneration, expenses and directors' fees, awards and allocations of, and accruals of entitlements to, bonuses and other discretionary amounts provided that any such payments, awards or allocations, or accruals in respect of such payments, awards and allocations are made or arise in the ordinary course of business consistent with past practice.

3. Any other payments, accruals, assumptions, indemnifications or the incurrence of any other liabilities by any of the Target Group Companies to which LTC has given its consent in writing.

4. Any tax payable by any of the Target Group Companies as a consequence of any of the matters referred to in paragraphs 1 to 3 of Part 2 of this Schedule A.

Schedule B

Locked Box Claim Disputes

1. Escalation

1.1 Either Geely or LTC may refer the Locked Box Claim Dispute for resolution in accordance with the following provisions (unless they have agreed in writing an alternative resolution mechanism). Geely and LTC shall attempt to resolve in good faith all Locked Box Claim Disputes in accordance with paragraph 1 of this Schedule B before invoking the provisions of paragraph 2 of this Schedule B.

1.2 In the first instance, the Locked Box Claim Dispute shall be referred to the senior management of Geely and LTC, but should they be unable to resolve the Locked Box Claim Dispute within a further period of ten (10) Business Days, the Locked Box Claim Dispute shall be resolved in accordance with paragraph 2 of this Schedule B.

2. Locked Box Claim Dispute Resolution

2.1 To the extent that Geely and LTC are unable to resolve the Locked Box Claim Dispute within ten (10) Business Days after it is referred to the senior management of Geely and LTC, the Locked Box Claim Dispute shall be determined by an independent firm of chartered accounts of international repute in Hong Kong (the "**Expert**") as Geely and LTC may mutually agree and select in writing or, failing agreement within a further five (5) Business Days, to such independent firm of chartered accountants of international repute in Hong Kong as the President of the Hong Kong Institute of Certified Public Accountants may, on the application of either Geely or LTC, nominate; provided that such Expert nominated by the President of the Hong Kong Institute of Certified Public Accountants must be a firm that does not have any material conflict of interest that might potentially impact its determination of such Locked Box Claim Dispute, in which case:

(a) the Expert shall be directed to determine the matters in dispute (being the existence and/or value of any Leakage amount claimed) and notify LTC and Geely of its decision within ten (10**)** Business Days of receiving the reference or such longer reasonable period as the Expert may determine;

(b) the Expert shall act as an expert and not as an arbitrator and shall be directed to determine only the matters in dispute and shall be entitled, in rendering his decision, to take into account only such evidence and information as Geely and LTC shall have put to him;

(c) the Expert shall be directed to determine any dispute by reference to the accounting policies, principles, practices, bases and methodologies that were used for the purposes of preparing the audited consolidated financial statements of LGIL;

(d) the Expert, following consultation with Geely and LTC, shall decide the procedure to be followed in the determination and shall be requested to make its determination in writing as soon as practicable, but in any case no later than two (2) months, after its appointment, and shall set forth in such written determination the reasons for such determination;

(e) Geely and LTC shall be entitled to make written and/or oral representations to the Expert, and they shall each co-operate with the Expert in resolving any disagreement or Locked Box Claim Dispute, and for that purpose shall provide to the Expert all such assistance, information and documentation as the Expert may reasonably require in a timely manner;

(f) the Expert's determination will (in the absence of fraud or manifest error) be final and binding on Geely and LTC;

(g) the costs of the Expert shall be split equally between Geely and LTC; and

(h) any amount payable by Geely or LTC to another as a result of the Experts' determination will be due and payable within ten (10) Business Days of the last of the Expert's determinations being notified to Geely and LTC.

2.2 The Locked Box Claim Dispute and all related matters and proceedings shall be treated as confidential among Geely, LTC and the Expert.

EXHIBIT A

Put Exercise Notice

To: Lotus Technology Inc.

Reference is made to the Put Option agreement, dated [●] (the "Option Agreement"), by and among Lotus Technology Inc. (" LTC"), Geely International (Hong Kong) Limited, Lotus Advance Technologies Sdn Bhd and Lotus Group International Limited. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Option Agreement.

This letter shall constitute a Put Exercise Notice for the purposes of Section 3.3(i) of the Option Agreement (this "Put Exercise Notice").

Geely hereby elects to exercise its Put Option under Section 3 of the Option Agreement. LTC is requested to acknowledge receipt of this Put Exercise Notice within five (5) Business Days after the date hereof by returning a copy of this Put Exercise Notice with an executed Acknowledgment Notice.

The obligations of LTC and Geely with respect to this Put Exercise Notice and with respect to the Option Shares to be purchased by LTC pursuant to the exercise of Geely's Put Option evidenced by this Put Exercise Notice shall be governed by the Option Agreement.

Geely International (Hong Kong) Limited

By: _____
Name:
Title:

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Acknowledgment Notice

The undersigned hereby acknowledges the receipt the Put Exercise Notice.

Lotus Technology Inc.

By: _____
Name:
Title:

Exhibit 10.8

PUT OPTION AGREEMENT

This PUT OPTION AGREEMENT (this "Agreement") is made and entered into on January 31, 2023 (the "Effective Date") by and between:

1. Lotus Technology Inc., an exempted company limited by shares incorporated under the laws of the Cayman Islands (the "LTC");

2. Etika Automotive Sdn Bhd, a company incorporated under the laws of Malaysia and having its registered address at 110, Jalan Maarof, Bangsar Baru, 59000 Kuala Lumpur, Malaysia ("Etika");

3. Lotus Advance Technologies Sdn Bhd (Company No. 638159-V), a private limited company incorporated under the laws of Malaysia ("LAT"); and

4. Lotus Group International Limited, a company incorporated in England and Wales with company number 02831840 with its registered address at Potash Lane, Hethel, Norwich, Norfolk, NR 14 8EZ ("LGIL").

Each of the parties listed above is referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Etika desires to have the right to require LTC to purchase the Option Shares, representing all the issued and outstanding shares of the Target held by Etika, and LTC desires to grant such right to Etika, pursuant to the terms and conditions set forth herein;

WHEREAS, LTC, Geely, LAT and LGIL have entered into that certain put option agreement (the "Geely Put Option Agreement") on the same date hereof, pursuant to which Geely shall have the right to require LTC to purchase all the issued and outstanding shares of the Target held by Geely;

WHEREAS, on the Effective Date, LTC, L Catterton Asia Acquisition Corp, an exempted company limited by shares incorporated under the laws of the Cayman Islands ("SPAC"), Lotus Temp Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of LTC ("Merger Sub 1") and Lotus EV Limited, an exempted company limited by shares incorporated under the laws of the Cayman Islands and a direct wholly owned subsidiary of LTC ("Merger Sub 2") entered into that certain Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which, among other matters, (i) Merger Sub 1 will merge with and into SPAC with SPAC continuing as the surviving entity and a wholly owned subsidiary of LTC (the "First Merger"), (ii) immediately following the consummation of the First Merger, SPAC will merge with and into Merger Sub 2 with Merger Sub 2 continuing as the surviving entity and a wholly owned subsidiary of LTC; and

WHEREAS, as a condition to the willingness of the parties to the Merger Agreement to enter into the Merger Agreement, the Parties intend to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein set forth and subject to and on the terms and conditions herein set forth, the Parties agree as follows:

1. Definitions

The following terms shall have the meanings ascribed to them as below:

"Affiliate" of any Person means any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. As used in this Agreement, "control" (including, its correlative meanings "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies.

"Approvals" means any approval, authorization, consent, permit, qualification or registration, or any waiver of any of the foregoing, required to be obtained from or made with, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Authority or any other Person.

"Base Amount" means the total revenues of LGIL for the year ended December 31, 2024 as reflected on the audited consolidated financial statements of LGIL as of December 31, 2024, subject to adjustment pursuant to Section 2.1.

"Business Day" means any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by law to be closed in the Cayman Islands, Hong Kong and Malaysia.

"Cash" means the aggregate amount of all cash and cash equivalents of LGIL as reflected on the audited consolidated financial statements of LGIL as of December 31, 2024.

"Consent" means any consent, approval, authorization, release, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority.

"Contract" means a contract, agreement, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.

"Debt" means the aggregate outstanding amount of the indebtedness of LGIL as reflected on the audited consolidated financial statements of LGIL as of December 31, 2024 (not taking into account the outstanding principal amount of any loan provided by Geely or Etika to the Target or any of its Subsidiaries, which will be subject to Section 3.5).

"Encumbrance" means any security interest, pledge, mortgage, lien, charge, claim, hypothecation, title defect, right of first option or refusal, right of pre-emption, third-party right or interests, put or call right, lien, adverse claim of ownership or use, or other encumbrance of any kind, except those required by the applicable Laws.

"Etika's Pro Rata Share" means 49%, as adjusted upon conversion of all the Shareholder Loan Amount into share capital of the Target pursuant to Section 3.5.

"Geely" means Geely International (Hong Kong) Limited (Company No. 940401), a private company incorporated under the laws of Hong Kong whose registered office is at 1 Unit 2204, 22/F, Lippo Centre, Tower 2, 89 Queensway, Hong Kong, which holds 51% of the issued share capital of the Target as of the date hereof.

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

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

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

"Law" or "Laws" means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any formally issued written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Governmental Orders.

"LCU" means Lotus Cars USA Inc., a Delaware corporation which is indirectly wholly owned by the Target.

"Leakage" means any of those matters set out in Part 1 of Schedule A but does not include any Permitted Leakage.

"Lien" means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract, understanding, law, equity or otherwise.

"Locked Box Claim" means a claim for breach of any of the warranties in Section 6.1.

"Locked Box Date" means December 31, 2024.

"LTC Shares" means the ordinary shares of LTC, par value $0.00001 per share.

"Option Shares" means 964,774,976 shares of LAT or, to the extent Geely and Etika cease to directly hold shares of LAT at the time when the Put Option is exercised, such shares held by Etika in the Target at the time when the Put Option is exercised, together with such shares of the Target converted from the Shareholder Loan Amount pursuant to Section 3.5.

"Permitted Leakage" means any of those matters set out in Part 2 of Schedule A.

"Person" means any individual, sole proprietorship, partnership, limited partnership, limited liability company, firm, joint venture, estate, trust, unincorporated organization, association, corporation, institution, public benefit corporation, entity or governmental or regulatory authority or other enterprise or entity of any kind or nature.

"Put Option Price" means an amount in dollars equal to Etika's Pro Rata Share * [1.15 * Base Amount + Cash – Debt], subject to adjustment pursuant to Section 2.1.

"Related Person" means, with respect to a Person, (a) any Affiliate of that Person and any current or former direct or indirect shareholder of that Person or its Affiliates; (b) any current or former director or officer of such Person or its Affiliates, and any member of such director's or officer's immediate family; and (c) any trust, partnership or other entity established for the benefit of any of the Persons referred to in the aforementioned items (a) and (b); but in any such case with respect to Geely or Etika, shall not include the Target Group.

"Shareholder Loan Amount" means the outstanding portion of the principal amount of any loan provided by Geely or Etika to the Target or any of its Subsidiaries as of the date of the Put Exercise Notice, together with any accrued and unpaid interest thereon.

"Subsidiary" means, with respect to a Person, any other Person controlled, directly or indirectly, by such Person and, in case of a limited partnership, limited liability company or similar entity, such Person is a general partner or managing member and has the power to direct the policies, management and affairs of such Person, respectively.

"Target Group" means the Target and its Subsidiaries, and " Target Group Company " means any one of them.

"Target" means LAT, or if Geely and Etika cease to directly hold shares of LAT, LGIL or any other holding company in which Geely and Etika directly hold their respective shares in the same percentage as their respective shareholding percentage in Lotus Advance Technologies Sdn Bhd as of the date hereof.

"Transfer" means, with respect to any security, any sale, assignment, transfer, distribution or other disposition thereof, or other conveyance, creation, incurrence or assumption of a legal or beneficial interest therein, or a participation or Encumbrance therein, or creation of any short position in any such security or any other action or position otherwise reducing risk related to ownership through hedging or other derivative instrument, whether voluntarily or by operation of Law, whether in a single transaction or a series of related transactions.

2. Treatment of LCU

2.1 **LCU Divesture.** The Parties hereby agree to discuss and agree on the treatment of LCU following the date hereof and in any event, prior to January 1, 2025, including whether LCU shall be included in the Target Group when Etika exercises the Put Option, and the potential reduction on the Put Option Price and other terms and conditions of divesture of LCU if LCU is excluded from the Target Group.

3. Put Option

3.1 **Grant of Put Option.** Subject to the terms and conditions of this Agreement, Etika shall have the exclusive and irrevocable right, but not

the obligation, to require LTC to purchase the Option Shares (the "Put Option") by delivery of a Put Exercise Notice (as defined below) in accordance with Section 3.3(i), and upon receipt of such Put Exercise Notice by LTC, LTC shall issue certain number of newly issued LTC Shares to Etika and Etika shall Transfer or cause the Transfer of the Option Shares to LTC or any Person designated by LTC. The number of LTC Shares to be issued to Etika shall be equal to the quotient of (a) the Put Option Price, divided by (b) the per share listing price of the LTC Shares.

3.2 **Exercise Period and Condition.** The Put Option may be exercised by Etika during the period from April 1, 2025 to June 30, 2025 (the "Put Option Period"), subject to the condition that the total number of vehicles sold by the Target Group in 2024 exceeds 5,000 (the " Exercise Condition").

3.3 **Procedure**

(i) For so long as the Exercise Condition is satisfied, at any time during the Put Option Period, Etika may exercise the Put Option by delivering a written notice substantially in the form attached hereto as Exhibit A (the "Put Exercise Notice") to LTC.

(ii) Except for the delivery of the Put Exercise Notice under Section 3.3(i), and subject at all times to the Exercise Condition and applicable Laws, there are no other prerequisite or incidental conditions or procedures for Etika to exercise the Put Option pursuant to this Agreement.

(iii) To the extent any Approval is required in connection with the closing of any Transfer of the Option Share, each of LTC and Etika shall, and shall cause its Affiliates to, use its reasonable best efforts to obtain, and to cooperate with the other Party with respect to, such Approval.

(iv) On the fifth (5th) Business Day following the later of (i) receipt of a Put Exercise Notice by LTC, and (ii) any Approvals required by applicable Law to be obtained prior to the Transfer of the Option Share being obtained (the "Option Closing Date"), (x) Etika shall (A) Transfer the Option Shares, free and clear of all Encumbrances, and with all rights attaching thereto, to LTC, and (B) provide to LTC evidence showing LTC as the registered holder of the Option Shares, and (y) LTC shall (A) issue such number of LTC Shares as determined pursuant to Section 3.1, free and clear of all Encumbrances (other than those arising under applicable securities laws), and cause the LTC Shares to be registered in book-entry form in the name of Etika on LTC's stock ledger, and (B) provide to Etika evidence of such issuance from LTC's transfer agent.

(v) Etika shall represent and warrant to LTC, as of the Option Closing Date, (i) Etika has full right, title and interest in and to the Option Shares, (ii) Etika has all the necessary power and authority and has taken all necessary action to Transfer the Option Shares to LTC as contemplated by this Section 3, (iii) the Option Shares are free and clear of any and all Encumbrances, and (iv) the Option Shares, together with the shares of the Target held by Geely, shall represent all the issued and outstanding shares of the Target.

(vi) LTC shall represent and warrant to Etika, as of the Option Closing Date, the LTC Shares will have been duly authorized, and when issued and delivered to Etika against Transfer of the Option Shares in full from Etika to LTC in accordance with the terms of this Agreement, the LTC Shares will be validly issued and fully paid and non-assessable, free and clear of any and all Encumbrances (other than those arising under applicable securities laws) and will not have been issued in violation of or subject to any preemptive or similar rights created under LTC's organization documents (as in effect at such time of issuance) or the laws of the Cayman Islands.

3.4 **Distribution of LTC Shares by LGIL.** Upon exercise by Etika of the Put Option under this Agreement, LGIL hereby agrees to take any and all actions to distribute the LTC Shares held by LGIL on the date of the Put Exercise Notice to Etika such that Etika shall receive Etika's Pro Rata Share of such number of LTC Shares held by LGIL concurrently with the completion of transactions contemplated under Section 3.3(iv) on the Option Closing Date.

3.5 **Conversion of Shareholder Loan.** In the event there is any outstanding loan provided by Etika to any Target Group Company as of the date of the Put Exercise Notice, Etika shall take any and all actions to convert all the Shareholder Loan Amount into share capital of the Target immediately after the date of the Put Exercise Notice. To the extent any portion of the Shareholder Loan Amount is not converted into share capital of the Target, the Put Option Price shall be reduced by an amount equal to the outstanding portion of the principal amount of any loan provided by Etika to any Target Group Company as of the Option Closing Date.

3.6 **Adjustment for Leakage.** If Etika has notified LTC under Section 4.5 of any Leakage that occurs between the Locked Box Date and Option Closing Date, then the Put Option Price shall be reduced by Etika's Pro Rata Share of such amount. If Etika and LTC have agreed in accordance with Section 6.2 an agreed amount with respect to any Leakage that occurs between the Locked Box Date and Option Closing Date, then the amount of any payment made by Etika to LTC in respect of such Leakage shall be treated, as far as possible, as an adjustment to the Put Option Price paid by LTC for the Option Shares under this Agreement and the Put Option Price shall be deemed to have been reduced by the amount of such payment.

3.7 **Waiver of ROFR.** Etika hereby waives, and agrees not to exercise, assert or claim, to the fullest extent permitted by applicable Law, the right of first refusal with respect to all the issued and outstanding shares of the Target held by Geely when Geely transfers such shares of the Target to LTC pursuant to the Geely Put Option Agreement.

4. Transfer Restrictions; Additional Agreements

4.1 **Restrictive Covenants on Conduct of Business**. During the term of this Agreement, in the absence of the prior written consent of LTC, LAT undertakes that it shall not, and shall cause its Subsidiaries not to, and Etika undertakes that it shall cause the Target Group not to, directly or indirectly:

(i) make any material change in its accounting principles or methods unless required by the IFRS or applicable Laws;

(ii) accelerate deliverables under the Contracts with customers; and

(iii) issue, sell, grant, pledge or otherwise dispose of (a) any of the equity securities of the Target or its Subsidiaries to a third party, or (b) any options, warrants, rights of conversion or other rights, agreements, arrangements or commitment obligations of the Target or any of its Subsidiaries to purchase or obtain any equity securities of the Target or any of its Subsidiaries to a third party.

4.2 **Information Rights**. The Target covenants and agrees that, during the term of this Agreement, the Target shall deliver, and Etika shall cause the Target to deliver, to LTC:

(i) audited annual consolidated financial statements, within ninety (90) days after the end of each fiscal year; and

(ii) upon written request by LTC, such other information as LTC shall reasonably request (except that the Target is not obligated to supply to LTC any document that is privileged and/or is legally protected from discovery or disclosure during a legal proceeding involving the Target

Group).

4.3 **Restrictive Covenants on Transfer of Option Shares**. During the term of this Agreement, in the absence of the prior written consent of LTC, Etika undertakes that it shall not (and shall cause its Affiliates not to), directly or indirectly:

(i) Transfer the Option Shares or any right, title or interest therein or thereto;

(ii) grant any proxies or powers of attorney or enter into any voting arrangement, whether by proxy, voting agreement, voting trust, voting deed or otherwise (including pursuant to any loan of the Option Shares), or enter into any other agreement, with respect to any Option Shares;

(iii) take any action that would reasonably be expected to make any representation or warranty of Etika herein untrue or incorrect, or would reasonably be expected to have the effect of preventing or disabling Etika from performing its obligations hereunder;

(iv) directly or indirectly (through any officer, director, shareholder, employee, agent or representative of him or it) solicit, initiate or encourage any proposal from any Person to purchase or acquire the Option Share, or enter into or engage in any negotiations or discussions with, or provide any information to, any Person relating to the above; or

(v) commit or agree to take any of the foregoing actions.

4.4 **Transfer Void; Equitable Relief**. Parties agree that any Transfer of Option Shares not made in compliance with the requirements of this Agreement shall be null and void *ab initio*, shall not be recorded on the books of the Target or its transfer agent and shall not be recognized by the Target. Each Party hereto acknowledges and agrees that any breach of this Agreement could result in substantial harm to the other Parties for which monetary damages alone could not adequately compensate. Therefore, the Parties unconditionally and irrevocably agree that any non-breaching Party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other Transfers of Option Shares not made in strict compliance with this Agreement).

4.5 **Pre-Closing Notifications**. At least five (5) Business Days prior to the intended Option Closing Date, Etika shall provide to LTC a schedule setting out in reasonable details the amount of any known Leakage and any reductions in respect of such event to be made to the Put Option Price.

5. Representations and Warranties

5.1 Each Party hereby represents and warrants to the other Parties that each of the representations and warranties set forth below is true and correct as of the date hereof:

(i) Such Party is duly organized, validly existing and in good standing under applicable the Laws of the jurisdiction of its incorporation or organization.

(ii) Such Party has the requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by such Party, and no other corporate proceeding on the part of such Party is necessary to authorize this Agreement or such Party's performance hereunder. This Agreement has been duly and validly executed and delivered by such Party and, assuming due and valid authorization, execution and delivery by each other party hereto, constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except (i) as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, and (ii) as may be limited by Laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(iii) No consent of or with any Governmental Authority on the part of such Party is required to be obtained or made in connection with the execution, delivery or performance by such Party of this Agreement or the consummation by such Party of the transactions contemplated hereby, other than (a) Approvals by applicable Governmental Authorities in the U.S. if and to the extent LCU will be included in the Target Group when Etika exercises the Put Option, and (b) where the failure to obtain or make such consents or to make such filings or notifications would not reasonably be expected to prevent, impede or, in any material respect, delay or adversely affect the execution and performance by such Party of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

(iv) The execution, delivery and performance by such Party of this Agreement do not and will not (a) contravene or conflict with or violate any provision of, or result in the breach of the organizational documents of such Party, (b) contravene or conflict with or result in a violation of any provision of any Law or Governmental Order binding upon or applicable to such Party or any of its properties or assets, (c) violate, conflict with, result in a breach of any provision of or the loss of any benefit under, constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, or a right of termination, cancellation, modification, acceleration or amendment under, accelerate the performance required by, any of the terms, conditions or provisions of any Contract to which such Party is a party, or (d) result in the creation or imposition of any Encumbrance on any properties or assets of such Party, except in the case of each of clauses (b) through (d) that do not, and would not reasonably be expected to, prevent, impede or, in any material respect, delay or adversely affect the performance by such Party of its obligations under this Agreement or the consummation of the transactions contemplated hereby.

5.2 Etika hereby represents and warrants to LTC that each of the representations and warranties set forth below is true and correct as of the date hereof and the Option Closing Date:

(i) Etika is the sole legal and beneficial owner of the Option Shares, free and clear of all Encumbrances. Etika has the power to sell, transfer, assign and deliver its Option Shares as provided in this Agreement and, upon transfer and delivery of the Option Shares to LTC and payment therefor in accordance with this Agreement, such transfer and delivery will convey to LTC good and marketable title to such Option Shares, free and clear of all Encumbrances. The Option Shares are duly authorized, validly issued, fully paid and non-assessable.

(ii) The Option Shares represent Etika's Pro Rata Share of all the issued and outstanding shares of the Target.

(iii) The Option Shares, together with the shares of the Target held by Etika, represent all the issued and outstanding shares of the Target.

6. Leakage

6.1 **Warranty and Undertaking.** Etika undertakes there will be no Leakage between the Locked Boxed Date and the Option Closing Date, subject to relevant exclusions, limitations and qualifications set out in this Section 6.

6.2 **Locked Box Claims.**

(i) No Locked Box Claim may be made against Etika unless notice of the Locked Box Claim, specifying in reasonable detail the legal and factual basis and evidence on which the Locked Box Claim is made and LTC's estimate of the amount of Leakage which is the subject of such Locked Box Claim ("**Locked Box Claim Notice**"), is served on Etika in writing as soon as practicable after LTC becomes aware of the circumstances giving rise to the Locked Box Claim, and in any case, within twelve (12) months following the Option Closing Date.

(ii) Within fifteen (15) Business Days of receiving the Locked Box Claim Notice, Etika shall either pay in cash an amount equal to Etika's Pro Rata Share of the relevant Leakage actually paid or required to be paid by the relevant Target Group Company giving rise to such Locked Box Claim to LTC or Etika shall dispute the existence and/or value of any Leakage amount claimed by sending a written notice to LTC setting out in reasonable detail the legal and factual basis of such dispute and evidence on which Etika relies (a "**Locked Box Claim Dispute Notice**").

(iii) Upon receipt of a Locked Box Claim Dispute Notice, LTC and Etika shall negotiate in good faith and act reasonably to agree on the amount of the Leakage. If Etika and LTC cannot agree on the amount of the Leakage within thirty (30) Business Days of receipt of the Locked Box Claim Dispute Notice by LTC, then the matter ("**Locked Box Claim Dispute**") shall be determined in accordance with the provisions of Schedule B.

(iv) No liability shall attach to Etika in respect of any Locked Box Claim to the extent that the Locked Box Claim is based upon a liability which is contingent only or is otherwise not capable of being quantified unless and until such liability ceases to be contingent and becomes an actual liability or becomes capable of being quantified, as the case may be. For the avoidance of doubt, no disputed Leakage amounts shall be payable under this Section 6.2 by Etika unless and until such amounts have been agreed, finalised and/or determined in accordance with this Section 6.2. Notwithstanding the foregoing, LTC shall be permitted to deliver a Locked Box Claim Notice to Etika based upon a contingent liability pursuant to this Section 6.2 even if such contingent liability has not been quantified or become an actual liability. For the avoidance of doubt, for so long as the Locked Box Claim is delivered by LTC to Etika within twelve (12) months following the Option Closing Date pursuant to Section 6.2(i), even if such contingent liability becomes an actual liability or becomes capable of being quantified, as the case may be, after twelve (12) months following the Option Closing Date, Etika shall continue to be liable for such liability.

(v) If closing of the transactions contemplated by this Agreement does not occur, Etika shall have no liability to LTC under this Section 6.

(vi) LTC's only right and remedy under this Section 6 shall be an adjustment made pursuant to Section 3.6 and/or any payments made pursuant to this Section 6.2. LTC shall not be entitled to recover from Etika or any other person more than once for the same damage suffered, whether under this Section 6.2 or any other provision of this Agreement, which for the avoidance of doubt includes any right to recover under any policy of insurance. No liability shall attach to Etika in respect of any Locked Box Claim if and to the extent that such Locked Box Claim relates to any loss or damage recoverable by LTC or any of its Subsidiaries under any policy of insurance (after taking into account any deductible under such insurance policy and less any taxation suffered or payable on the proceeds and any reasonable out of pocket expenses suffered or incurred by LTC or any of its Subsidiaries in connection with the claim).

(vii) The maximum liability of Etika in respect of a single Locked Box Claim shall not exceed Etika's Pro Rata Share of the amount of Leakage giving rise to such claim actually paid by or required to be paid by the relevant Target Group Company.

7. Indemnification

Each Party (the "Indemnitor") shall indemnify the other Parties (the "Indemnitee") against all losses, costs, damages and expenses (including attorney fees) suffered or incurred by the Indemnitee directly or indirectly as result of a breach or non-compliance by the Indemnitor of any of its representations, warranties or covenants contained herein, except to the extent such losses, costs, damages and expenses are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Indemnitee's gross negligence or wilful misconduct.

8. Termination

This Agreement shall continue in full force and effect at all times after the Effective Date provided that this Agreement shall be terminated (i) upon the date when the Option Shares have been transferred to LTC or its designee through the exercise of Put Option pursuant to Section 2 or otherwise, or (ii) automatically upon expiration of the Put Option Period. Termination of this Agreement shall not excuse any Party from any liability arising at or prior to such termination, and Section 6, Section 7, this Section 8, Section 9 and Section 10 shall survive such termination.

9. Governing Law and Dispute Resolution

9.1 **Governing Law.** This Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflict of Laws thereunder.

9.2 **Dispute Resolution**

(i) Any dispute, controversy or, claim or difference of any kind whatsoever arising out of, relating to or in connection with this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof (the "Dispute") shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Center (the "HKIAC") in accordance with the HKIAC Administered Arbitration Rules in force at the time of the commencement of the arbitration. To the extent such rules are in conflict with the provisions of this Section 9.2, including the provisions concerning the appointment of arbitrators, this Section 9.2 shall prevail.

(ii) The seat of arbitration shall be Hong Kong.

(iii) There shall be three (3) arbitrators. The claimant and respondent shall each nominate one (1) arbitrator and the third arbitrator shall be appointed by the HKIAC. The arbitration shall be conducted in the English language.

(iv) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

(v) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

(vi) The arbitral tribunal shall decide any Dispute submitted by the parties to the arbitration strictly in accordance with the substantive Laws of Hong Kong (without regard to principles of conflict of Laws thereunder) and shall not apply any other substantive Law.

(vii) The Parties agree that the arbitral tribunal shall have the power to award equitable remedies (including specific performance). Any party to the Dispute shall be entitled to seek interim measures of protection and emergency relief in aid of arbitration from any court of competent jurisdiction. Application for such protective or similar emergency interim relief shall not be deemed inconsistent with the agreement to arbitrate or deemed a waiver of the right to arbitrate.

(viii) During the course of the arbitral tribunal's adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

10. Miscellaneous

10.1 **Confidentiality.**

(i) "Confidential Information" means any information concerning this Agreement or the transactions contemplated hereby and any information concerning the Option Share.

(ii) Each Party shall be fully liable and responsible pursuant to this Agreement for any breach of this Section 10.1 by its Affiliates and their respective directors, officers, employees, accountants, counsel and other representatives and agents (each a "Representative" and collectively, "Representatives").

(iii) Each Party shall, and shall cause his or its Affiliates and Representatives to, treat and hold as confidential (and not disclose or provide access to any Person to) any and all Confidential Information, provided, however that, (i) if any Party or his or its Affiliates or Representatives becomes legally compelled to disclose any Confidential Information (except for information that is required to be disclosed in any filing or reporting required under applicable securities law, including any rule or regulation of any national securities exchange, which information may be freely disclosed in connection therewith), such Party shall provide the other relevant Party with prompt written notice of such requirement so that such other Party may seek a protective order or other remedy, (ii) in the event that such protective order or other remedy is not obtained, or such other Party waives compliance with this Section 10.1, such legally compelled party shall furnish only that portion of the Confidential Information which is legally required to be provided and exercise his or its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential Information and (iii) the Parties agree and acknowledge that remedies at law for any breach of obligations under this Section 10.1 are inadequate and that in addition thereto the non-breaching party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach; and (iv) notwithstanding the foregoing, information or other materials or data disclosed to or otherwise in the possession of a Person described above prior to disclosure by the other Parties or their respective Affiliates or Representatives, or which is otherwise publicly available through no breach by any such Person of any obligation of confidence, shall not be Confidential Information.

10.2 **Further Assurances.** Upon the terms and subject to the conditions herein, each of the Parties hereto agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, to execute such further instruments, and to assist and cooperate with the other Parties hereto in doing, all things necessary, proper or advisable under applicable Laws or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

10.3 **Amendments.** This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by all Parties.

10.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Parties and no such assignment shall relieve such Party of its duties or obligations hereunder. Except as expressly set forth herein, nothing in this Agreement shall confer any claim, right, interest or remedy on any Person (other than the Parties hereto) or inure to the benefit of any Person (other than the Parties hereto).

10.5 **Severability.** In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If, however, any provision of this Agreement shall be invalid, illegal, or unenforceable under any such applicable Law in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law, or, if for any reason it is not deemed so modified, it shall be invalid, illegal, or unenforceable only to the extent of such invalidity, illegality, or limitation on enforceability without affecting the remaining provisions of this Agreement, or the validity, legality, or enforceability of such provision in any other jurisdiction.

10.6 **No Waiver; Cumulative Remedies.** Except as specifically set forth herein, the rights and remedies of the Parties to this Agreement are cumulative and not alternative. No failure or delay on the part of any party in exercising any right, power or remedy under this Agreement will operate as a waiver of such right, power or remedy, and no single or partial exercise of any such right, power or remedy will preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Parties; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of that Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

10.7 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

10.8 **No Strict Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an

ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

10.9 **Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects hereof, and supersedes all other agreements between the Parties with respect to the subject matters hereof.

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IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date first above written.

Lotus Technology Inc.

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[Signature Page to Put Option Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date first above written.

Etika Automotive Sdn Bhd

By: /s/ Azman Hanafi bin Abdullah
Name: Azman Hanafi bin Abdullah
Title: Director

[Signature Page to Put Option Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date first above written.

Lotus Advance Technologies Sdn Bhd

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[Signature Page to Put Option Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date first above written.

Lotus Group International Limited

By: /s/ FENG Qingfeng
Name: FENG Qingfeng
Title: Director

[Signature Page to Put Option Agreement]

Schedule A

Leakage and Permitted Leakage

Part 1: Leakage

1. Any dividend, distribution (whether in cash, in kind or otherwise) or return of capital (including any payment made for the purchase, redemption, repurchase, repayment or acquisition of any share capital of the Target Group Companies) declared, authorised, paid or made by any Target Group Company.

2. Any (i) transfer or surrender of any asset, payment made or agreed to be made by any Target Group Company to, for or on behalf of Geely, Etika or their Related Persons, (ii) payment made or agreed to be made by a Target Group Company to or for the direct benefit of Geely, Etika or their Related Persons or (iii) assumption, indemnification, guarantee or incurrence of any liability for the benefit of, Geely, Etika or their Related Persons.

3. Any waiver, forgiveness or release by any Target Group Company in favour of Geely, Etika or their Related Persons of any sum or obligation due by Geely, Etika or their Related Persons to any Target Group Company.

4. Other than in accordance with Contracts entered into in the ordinary course of the business of the Target Group and on arms' length terms, any payment, management charge, fee, costs or taxes of any nature levied by, or for the benefit of, Geely, Etika or their Related Persons against any Target Group Company and any payment of any nature including any payment of any management, service or similar fee or compensation by any Target Group Company to, or for the benefit of, Geely, Etika or their Related Persons.

5. Any (i) repayment of principal on any debt or payment of any interest on or other payment by any Target Group Company in relation to any debt obligation to Geely, Etika or their Related Persons, (ii) reduction in any accounts receivable of any Target Group Company owed by Geely, Etika or their Related Persons or (iii) creation of any Encumbrance over any of the assets of the Target Group in favour of or for the benefit of Geely, Etika or their Related Persons.

6. Any payment or incurrence of any obligation to pay, any bonus or other remuneration in connection with the transactions contemplated under this Agreement or otherwise not in the ordinary course of business consistent with past practice by any Target Group Company to any officer, employee or consultant of a Target Group Company.

7. Any agreement, arrangement or commitment made or entered into by Geely, Etika or any of their Related Persons to give effect to any of the matters referred to in paragraphs 1 to 6 of this Part 1 of Schedule A.

8. Without duplication, any tax payable by any of the Target Group Companies as a consequence of any of the matters referred to in paragraphs 1 to 6 of this Part 1 of Schedule A.

Part 2: Permitted Leakage

1. Any payments or fees, or accruals in respect of any payments or fees to be made by any of the Target Group Companies pursuant to existing agreements; provided that (a) any such payments, charges, fees or accruals are (i) made or arise in the ordinary course of business and consistent with past practice and (ii) reasonably necessary for the operation of the business of the Target Group and (b) any such agreements were entered into on arms' length terms.

2. Any payments or accruals in respect of payments to be made of salaries, remuneration, expenses and directors' fees, awards and allocations of, and accruals of entitlements to, bonuses and other discretionary amounts provided that any such payments, awards or allocations, or accruals in respect of such payments, awards and allocations are made or arise in the ordinary course of business consistent with past practice.

3. Any other payments, accruals, assumptions, indemnifications or the incurrence of any other liabilities by any of the Target Group Companies to which LTC has given its consent in writing.

4. Any tax payable by any of the Target Group Companies as a consequence of any of the matters referred to in paragraphs 1 to 3 of Part 2 of this Schedule A.

Schedule B

Locked Box Claim Disputes

1. Escalation

1.1 Either Etika or LTC may refer the Locked Box Claim Dispute for resolution in accordance with the following provisions (unless they have agreed in writing an alternative resolution mechanism). Etika and LTC shall attempt to resolve in good faith all Locked Box Claim Disputes in accordance with paragraph 1 of this Schedule B before invoking the provisions of paragraph 2 of this Schedule B.

1.2 In the first instance, the Locked Box Claim Dispute shall be referred to the senior management of Etika and LTC, but should they be unable to resolve the Locked Box Claim Dispute within a further period of ten (10) Business Days, the Locked Box Claim Dispute shall be resolved in accordance with paragraph 2 of this Schedule B.

2. Locked Box Claim Dispute Resolution

2.1 To the extent that Etika and LTC are unable to resolve the Locked Box Claim Dispute within ten (10) Business Days after it is referred to the senior management of Etika and LTC, the Locked Box Claim Dispute shall be determined by an independent firm of chartered accounts of international repute in Hong Kong (the "**Expert**") as Etika and LTC may mutually agree and select in writing or, failing agreement within a further five (5) Business Days, to such independent firm of chartered accountants of international repute in Hong Kong as the President of the Hong Kong Institute of Certified Public Accountants may, on the application of either Etika or LTC, nominate; provided that such Expert nominated by the President of the Hong Kong Institute of Certified Public Accountants must be a firm that does not have any material conflict of interest that might potentially impact its determination of such Locked Box Claim Dispute, in which case:

(a) the Expert shall be directed to determine the matters in dispute (being the existence and/or value of any Leakage amount claimed) and notify LTC and Etika of its decision within ten (10**)** Business Days of receiving the reference or such longer reasonable period as the Expert may determine;

(b) the Expert shall act as an expert and not as an arbitrator and shall be directed to determine only the matters in dispute and shall be entitled, in rendering his decision, to take into account only such evidence and information as Etika and LTC shall have put to him;

(c) the Expert shall be directed to determine any dispute by reference to the accounting policies, principles, practices, bases and methodologies that were used for the purposes of preparing the audited consolidated financial statements of LGIL;

(d) the Expert, following consultation with Etika and LTC, shall decide the procedure to be followed in the determination and shall be requested to make its determination in writing as soon as practicable, but in any case no later than two (2) months, after its appointment, and shall set forth in such written determination the reasons for such determination;

(e) Etika and LTC shall be entitled to make written and/or oral representations to the Expert, and they shall each co-operate with the Expert in resolving any disagreement or Locked Box Claim Dispute, and for that purpose shall provide to the Expert all such assistance, information and documentation as the Expert may reasonably require in a timely manner;

(f) the Expert's determination will (in the absence of fraud or manifest error) be final and binding on Etika and LTC;

(g) the costs of the Expert shall be split equally between Etika and LTC; and

(h) any amount payable by Etika or LTC to another as a result of the Experts' determination will be due and payable within ten (10) Business Days of the last of the Expert's determinations being notified to Etika and LTC.

2.2 The Locked Box Claim Dispute and all related matters and proceedings shall be treated as confidential among Etika, LTC and the Expert.

EXHIBIT A

Put Exercise Notice

To: Lotus Technology Inc.

Reference is made to the Put Option agreement, dated [●] (the "Option Agreement"), by and among Lotus Technology Inc. ("LTC"), Etika Automotive Sdn Bhd, Lotus Advance Technologies Sdn Bhd and Lotus Group International Limited. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Option Agreement.

This letter shall constitute a Put Exercise Notice for the purposes of Section 3.3(i) of the Option Agreement (this "Put Exercise Notice").

Etika hereby elects to exercise its Put Option under Section 3 of the Option Agreement. LTC is requested to acknowledge receipt of this Put Exercise Notice within five (5) Business Days after the date hereof by returning a copy of this Put Exercise Notice with an executed Acknowledgment Notice.

The obligations of LTC and Etika with respect to this Put Exercise Notice and with respect to the Option Shares to be purchased by LTC pursuant to the exercise of Etika's Put Option evidenced by this Put Exercise Notice shall be governed by the Option Agreement.

Etika Automotive Sdn Bhd

By: _____
Name:
Title:

[Remainder of the Page Intentionally Left Blank]

Acknowledgment Notice

The undersigned hereby acknowledges the receipt the Put Exercise Notice.

Lotus Technology Inc.

By: _____
Name:
Title:

Exhibit 21.1

Principal Subsidiaries and Consolidated Variable Interest Entities of Lotus Technology Inc.

Subsidiaries	**Jurisdiction of Incorporation**
Lotus Advanced Technology Limited	Hong Kong
Lotus Technology International Limited	Hong Kong
Lotus Technology Innovative Limited	United Kingdom
Lotus Tech Creative Centre Limited	United Kingdom
Lotus Tech Innovation Centre GmbH	Germany
Lotus Cars Europe B.V.	the Netherlands
Wuhan Lotus Technology Co., Ltd.	PRC
Wuhan Lotus Cars Co., Ltd.	PRC
Wuhan Lotus Cars Sales Limited	PRC
Wuhan Lotus Private Fund Management Co., Ltd.	PRC

Consolidated Variable Interest Entity	**Jurisdiction of Incorporation**
Wuhan Lotus E-Commerce Co., Ltd.	PRC

Subsidiaries of Consolidated Variable Interest Entity	**Jurisdiction of Incorporation**
Hangzhou Lotus Technology Service Co., Ltd.	PRC
Sanya Lotus Venture Capital Co., Ltd.	PRC