CRYSTAL PEAK ACQUISITION

A special purpose acquisition company incorporated as a Cayman Islands exempted company under the laws of the Cayman Islands with number 372084

Offering of 15,000,000 Units, each consisting of one (1) Public Share and one-half (1/2) of one Public Warrant, at a price per Unit of U.S.$10.00, and the admission to listing and trading on Euronext Amsterdam of the Public Shares and the Public Warrants

Crystal Peak Acquisition (the "**Company**") is a special purpose acquisition company incorporated on 25 February 2021 as an exempted company under the laws of the Cayman Islands for the purpose of acquiring a company or operating business with principal business operations in Europe or the wider Europe, Middle East and Africa ("**EMEA**") region through a merger, capital stock exchange, share purchase, asset acquisition, reorganisation or similar transaction (an "**Initial Business Combination**"). The Company was formed by Mr Michael Tobin, Mr Rupert Robson (each acting through their respective affiliated entities, Idalina Limited and Torch Partners Nominees Limited) and Mr Seth Schelin (together the "**Founders**"). On the date of this prospectus (the "**Prospectus**"), the Company does not carry on a business. The Company will have 18 months from the Settlement Date (as defined below) to complete its Initial Business Combination (as defined below), subject to a six-month extension period if the Company has signed a legally binding agreement with a target business in relation to an Initial Business Combination within such 18 month period (the "**Business Combination Deadline**"). The Company will hold an amount equal to 100% of the gross proceeds from the Offering in a trust account (the "**Trust Account**"). If the Company fails to complete its Initial Business Combination prior to the Business Combination Deadline, it will 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 (less taxes payable and up to U.S.$100,000 of interest to pay dissolution expenses), divided by the number of then outstanding Public Shares (as defined and further described in the section "*Reasons for the Offering and Use of Proceeds—Failure to complete the Initial Business Combination*").

If the Company proposes to complete an Initial Business Combination, it will convene a shareholder meeting of the Company (the "**Business Combination EGM**") to approve the proposed Initial Business Combination. The resolution to complete an Initial Business Combination shall require the prior approval by a simple majority of the votes validly cast (50% plus one) at the Business Combination EGM. The Company will provide its Public Shareholders (as defined below) with the opportunity to redeem all or a portion of their Public Shares (as defined below) upon the completion of the Initial Business Combination irrespective of whether and how they voted at the Business Combination EGM convened to approve the Initial Business Combination.

The Company is initially offering 15,000,000 units (the "**Units**", and each a "**Unit**") at a price per Unit of U.S.$10.00 (the "**Offer Price**") to certain qualified investors in member states of the European Economic Area and other jurisdictions (the "**Offering**"). Each Unit consists of: (i) one Class A ordinary share with a nominal value of U.S.$0.0001 per share (the "**Public Shares**", and each a "**Public Share**", and a holder of one or more Public Shares, a "**Public Shareholder**"); and (ii) one-half of one warrant (the "**Public Warrants**", and each a "**Public Warrant**", and a holder of one or more Public Warrants, a "**Public Warrantholder**"). Each Public Share carries one vote at the Business Combination EGM while no voting rights attach to the Public Warrants.

No fractional Public Warrants will be issued and only whole Public Warrants will trade on Euronext Amsterdam. Accordingly, unless an investor purchases at least two Units, it will not be able to receive or trade a whole Public Warrant. Each whole Public Warrant entitles a Public Warrantholder to subscribe for one (1) Public Share, for an exercise price of U.S.$11.50 per new Public Share in accordance with its terms and conditions as set out in this Prospectus. All Public Warrants will become exercisable thirty (30) days after the Business Combination Completion Date (as defined below) and will expire upon the earlier of: (i) the fifth (5th) anniversary of the Business Combination Completion Date, (ii) redemption of the Public Warrants in accordance with their terms

as described in the section "*Description of Share Capital and Corporate Structure*", or (iii) the Company's liquidation. See the section "*Description of Share Capital and Corporate Structure – Public Warrants*" for more details on the terms of the Public Warrants.

As at the Settlement Date, the Founders will hold 3,000,000 Class B ordinary shares with a nominal value of U.S.$0.0001 per share (the "**Founder Shares**", and each Public Share or Founder Share, an "**Ordinary Share**"), representing an aggregate of 16% of the issued and outstanding Ordinary Shares of the Company immediately following the Offering, and each of Atalaya Capital Management LP and Meteora Capital Partners, LP (the "**Anchor Investors**") will hold 375,000 Founder Shares. The Founder Shares will not be admitted to listing and trading on any trading platform. Each Founder Share will be converted into one Public Share upon completion of the Initial Business Combination, subject to anti-dilution provisions; see the section "*Description of Share Capital and Corporate Structure – Founder Shares*". In addition, the Founders and the Anchor Investors will purchase a total of 5,500,000 founder warrants (the "**Founder Warrants**") at a price of U.S.$1.00 per Founder Warrant (U.S.$5,500,000 in aggregate), in a private placement that will occur simultaneously with the completion of the Offering. Each Founder Warrant is exercisable to purchase one Public Share at U.S.$11.50. The Founder Warrants will have substantially the same terms as the Public Warrants, except they will not be redeemable (unless they are not held by a Founder, Anchor Investor or a Permitted Transferee), will not be admitted to listing and trading on any trading platform and can be exercised on a cashless basis by the Founders, the Anchor Investors and their Permitted Transferees. In the event of the Company's liquidation upon its failure to complete the Initial Business Combination by the Business Combination Deadline, the holders of Founder Warrants will not receive any distribution and all such Founder Warrants will automatically expire without value. See the section "*Description of Share Capital and Corporate Structure – Founder Warrants*" for more details on the terms of the Founder Warrants.

The Anchor Investors have each agreed to purchase 1,500,000 Units in the Offering at the Offer Price (equal to 10% each of the total Units in the Offering) and 550,000 Founder Warrants (equal to 10% each of the total issued Founder Warrants) and following the transfer to them by the Founders will each hold 375,000 Founder Shares (equal to 10% each of the total issued Founder Shares). Each of the Founders and the Anchor Investors will be bound by a lock-up undertaking with respect to the Founder Shares, Founder Warrants and the Public Shares obtained by it as a result of converting Founder Shares and exercising Founder Warrants, which undertakings are set out in the sections "*Current Shareholders and Related Party Transactions – Founder lock-up undertakings*" and "*Current Shareholders and Related Party Transactions – Anchor Investor lock-up undertakings*" respectively.

The Offering consists solely of private placements to certain institutional investors in various jurisdictions, including the Netherlands. The Prospectus and the Offering are only addressed to, and directed at, persons in member states of the European Economic Area ("**EEA**") (each, a "**Relevant State**") who are "qualified investors" within the meaning of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (including any relevant delegated regulations) (the "**Prospectus Regulation**") ("**Qualified Investors**"). The Prospectus and the Offering are only addressed to, and directed at, persons in the United Kingdom who are Qualified Investors within the meaning of the Prospectus Regulation as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018, who are also persons who: (i) have professional experience in matters relating to investments falling within the definition of "investment professionals" in Article 19(5) of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"); (ii) are high net worth bodies corporate, unincorporated associations and partnerships and the trustees of high value trusts, as described in Article 49(2) of the Order; (iii) the Company believes on reasonable grounds to be persons to whom Article 43(2) of the Order applies for these purposes; or (iv) other persons to whom it may lawfully be communicated (all such persons being referred to in (i), (ii), (iii) and (iv) are defined as "**Relevant Persons**"). Any investment or investment activity to which the Prospectus relates is only available to, and will only be engaged with: (i) in any Relevant State, Qualified Investors; and (ii) in the United Kingdom, Relevant Persons.

The Units offered hereby, and the underlying Public Shares and Public Warrants, have not been registered under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under the applicable securities laws or regulations of any state of the United States of America (the "**United States**" or "**U.S.**"). These securities may not be offered or sold within the United States, except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable securities laws or regulations of any state of the United States. These securities are being offered and sold outside the United States in offshore

transactions in reliance on Regulation S under the U.S. Securities Act ("**Regulation S**")and within the United States to persons reasonably believed to be qualified institutional buyers ("**QIBs**") as defined in Rule 144A under the U.S. Securities Act ("**Rule 144A**"). The Units, the Public Shares and the Public Warrants and any beneficial interest therein may not be acquired or held by investors using assets of any U.S Plan Investor or Plan (as defined herein).

Prior to the Offering, there has been no public market for the Public Shares or the Public Warrants. Although the Public Shares and the Public Warrants are offered in the form of Units in the context of the Offering, the underlying Public Shares and Public Warrants will trade separately on two listing lines on Euronext Amsterdam. Trading on an "as-if-and-when-issued-and/or-delivered" basis in the Public Shares and the Public Warrants is expected to commence on or about 22 June 2021 (the "**First Trading Date**"). The Company has applied for admission of all of the Public Shares and, separately, all of the Public Warrants, to listing and trading on Euronext Amsterdam (the "**Admission**"), under the respective symbols of CPA1 and CPA1W. The Units will not be admitted to listing and trading on any trading platform.

Investing in any of the Units, the Public Shares and the Public Warrants involves risks. See the section "*Risk Factors*" for a description of the risk factors which are material for taking an informed investment decision and that should be carefully considered before investing in any of the Units, the Public Shares and the Public Warrants.

Jefferies International Limited and Jefferies GmbH (together "**Jefferies**") is acting as sole global coordinator and bookrunner for the Offering (the "**Bookrunner**"). Jefferies International Limited is authorised and regulated in the United Kingdom by the UK Financial Conduct Authority. Jefferies GmbH is registered in Germany and authorised and regulated by the *Bundesanstalt für Finanzdienstleistungsaufsicht*. Van Lanschot Kempen Wealth Management N.V. (the "**Listing Agent**") is acting as listing and paying agent, Euroclear Nederland agent and as warrant agent in connection with the Offering and Admission. Each of the Bookrunner and the Listing Agent is acting exclusively for the Company and no one else in connection with the Offering or Admission and will not regard any other person (whether or not a recipient of this Prospectus) as their respective client in relation to the Offering or Admission or any other matters referred to in this Prospectus. Each of the Bookrunner and the Listing Agent will not be responsible to anyone other than the Company for providing the protections afforded to their respective clients or for providing advice in relation to the Offering, Admission or any transaction or arrangement referred to in this Prospectus.

Apart from the responsibilities and liabilities, if any, which may be imposed on the Bookrunner under the regulatory regime of any jurisdiction where the exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither the Bookrunner, nor any of its respective affiliates or representatives accepts any responsibility or liability whatsoever for, nor makes any representation or warranty, express or implied, concerning the contents of this Prospectus, including its accuracy, completeness or verification, or concerning any other statement made or purported to be made by the Company, or on the Company's behalf, in connection with the Company, the Offering or Admission and nothing in this Prospectus is, or shall be relied upon as, a promise or representation in this respect, whether as to the past or future. To the fullest extent permitted by law, the Bookrunner, the Listing Agent and their respective affiliates and representatives expressly disclaim all and any duty, liability or responsibility whatsoever, whether direct or indirect and whether in contract, in tort, under statute or otherwise (save as referred to above), which they might otherwise have in respect of this Prospectus or any such statement. None of the Bookrunner nor the Listing Agent nor any of their respective affiliates or representatives nor any person acting on behalf of any of them accepts any responsibility or obligation to update, review or revise the information in this Prospectus or to publish or distribute any information which comes to its attention after the date of this Prospectus, and the distribution of this Prospectus shall not constitute a representation by any such person that this Prospectus will be updated, reviewed or revised or that any such information will be published or distributed after the date hereof.

In connection with the Offering, the Bookrunner and/or any of its affiliates or representatives, acting as an investor for its or their own account(s), may subscribe for Units, Public Shares or Public Warrants and, in that capacity, may retain, purchase, offer, sell or otherwise deal for its or their own account(s) in such Units, Public Shares or Public Warrants, any other securities of the Company or other related investments in connection with the Offering or otherwise. Accordingly, references in this Prospectus to the Units, Public Shares and Public Warrants being issued, offered, acquired, subscribed for or otherwise dealt in, should be read as including any issue or offer to, acquisition of, or subscription for or dealing by the Bookrunner and/or any of its affiliates or

representatives acting as an investor for its or their own account(s). Neither the Bookrunner nor any of its affiliates or representatives intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

Payment (in U.S. dollars) for the Units, and delivery of the underlying Public Shares and Public Warrants ("**Settlement**") is expected to take place on 24 June 2021 (the "**Settlement Date**") through the book-entry systems of the Netherlands Central Institute for Giro Securities Transactions (*Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.*) trading as Euroclear Nederland ("**Euroclear Nederland**"). If Settlement does not take place on the Settlement Date as planned or at all, the Offering may be withdrawn, in which case all subscriptions for Units will be disregarded, any allotments made will be deemed not to have been made and any subscription payments made will be returned without interest or other compensation. The Company does not foresee any specific events that may lead to withdrawal of the Offering. However, the Company has sole and absolute discretion to decide to withdraw the Offering. Any dealings in Units, Public Shares or Public Warrants prior to Settlement are at the sole risk of the parties concerned. The Company, the Founders, the members of the Board, the Bookrunner, the Listing Agent, Euronext Amsterdam N.V. and any of their respective affiliates or representatives do not accept any responsibility or liability towards any person as a result of the withdrawal of the Offering. For more information regarding the conditions to the Offering and the consequences of any termination or withdrawal of the Offering, see the section "*The Offering*".

The Offering is only made in those jurisdictions in which, and only to those persons to whom, offers and sales of the Units, the Public Shares and/or the Public Warrants may lawfully be made. The distribution of this Prospectus and the offer and sale of the Units, the Public Shares and/or the Public Warrants in certain jurisdictions may be restricted by law and therefore persons into whose possession this document comes should inform themselves and observe any restrictions. Each purchaser of Units, in making a purchase, will be deemed to have made certain acknowledgments, representations and agreements as set out in the section "*Selling and Transfer Restrictions*". Prospective investors in the Units, the Public Shares and/or the Public Warrants should carefully read the restrictions described in the section "*Important Information—Notice to Investors*" and the section "*Selling and Transfer Restrictions*".

This Prospectus constitutes a prospectus for the purposes of, and has been prepared in accordance with, the Prospectus Regulation. This Prospectus has been approved by the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the "**AFM**"), as competent authority under the Prospectus Regulation; the AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation; such approval should not be considered as an endorsement of the issuer and of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Units, Public Shares and/or the Public Warrants. As the Offering consists only of a private placement in the Netherlands and various other jurisdictions to certain institutional investors who are qualified investors as defined in Article (2)(e) of the Prospectus Regulation, the Offering is exempted from the requirement to publish an approved prospectus that follows from Article 3(1) of the Prospectus Regulation. This Prospectus has been prepared solely for use in connection with the Admission of (i) the Public Shares and Public Warrants underlying the Units and (ii) Public Shares resulting from the conversion of Public Warrants, Founder Shares and Founder Warrants after the completion of the Offering. This Prospectus is not published in connection with and does not constitute an offer to the public of securities by or on behalf of the Company. The Prospectus will be published and made available on the Company's website at www.crystalpeaktech.com.

The validity of this Prospectus shall expire on the First Trading Date or 12 months after its approval by the AFM, whichever occurs earlier. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies (see the section "*Important Information—Supplements*") shall cease to apply upon the expiry of the validity period of this Prospectus.

Sole Global Coordinator and Bookrunner

Jefferies

The date of this Prospectus is 22 June 2021

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SUMMARY

Introduction and Warnings

This summary should be read as an introduction to this prospectus (the "**Prospectus**"). Crystal Peak Acquisition (the "**Company**") is offering 15,000,000 units (each a "**Unit**") consisting of one (1) Class A ordinary share in the Company with a nominal value of U.S.$0.0001 per share (the "**Public Shares**"), one-half of one warrant (the "**Public Warrants**"), at a price per Unit of U.S.$10.00 (the "**Offer Price**") to certain qualified investors in the Netherlands and other jurisdictions (the "**Offering**"). Each whole Public Warrant entitles a Public Warrantholder to subscribe for one (1) Public Share, for an overall exercise price of U.S.$11.50 per new Public Share (the "**Exercise Price**"), in accordance with its terms and conditions as set out in this Prospectus. The Offering consists solely of private placements to certain institutional investors and there will be no public offering in any jurisdiction. The Prospectus has been prepared solely in connection with the admission to listing and trading of all the Public Shares and the Public Warrants on Euronext Amsterdam, a regulated market operated by Euronext Amsterdam N.V. ("**Euronext Amsterdam**") (the "**Admission**"). The ISIN of the Public Shares is KYG2581M1078. The ISIN of the Public Warrants is KYG2581M1151. The Company's registered office is at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, the Cayman Islands, and its LEI is 549300QV2DQ5QN1K3U52. This Prospectus was approved as a prospectus for the purposes of Article 3 of the Prospectus Regulation by, and filed with, the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the "**AFM**"), as a competent authority under the Prospectus Regulation, on 22 June 2021. The AFM's registered office is at Vijzelgracht 50, 1017 HS Amsterdam, the Netherlands, and its telephone number is +31 (0)20 797 2000. Any decision to invest in any Units, Public Shares or Public Warrants should be based on a consideration of this Prospectus as a whole by the investor and not just this summary. An investor could lose all or part of the invested capital. Where a claim relating to the information contained in, or incorporated by reference into, this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states of the EEA, have to bear the costs of translating this Prospectus and any documents incorporated by reference therein before the legal proceedings can be initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus, or it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the Units, Public Shares or Public Warrants.

Key information on the issuer

Who is the issuer of the securities?

Domicile and Legal Form. The Company is a special purpose acquisition company ("**SPAC**") incorporated under Cayman Islands law as an exempted company, with number 372084, having its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, the Cayman Islands, and domiciled in and operating under the laws of the Cayman Islands. The Company's LEI is 549300QV2DQ5QN1K3U52. The Company's commercial name is Crystal Peak Acquisition. **Principal activities.** The Company is a SPAC incorporated for the purpose of acquiring a business with principal operations in Europe or the wider Europe, Middle East and Africa ("**EMEA**") region through a merger, capital stock exchange, share purchase, asset acquisition, reorganisation or similar transaction (an "**Initial Business Combination**"). The Company is not presently engaged in any activities other than the activities necessary to implement the Offering. Following the Offering and prior to the completion of its Initial Business Combination, the Company will not engage in any operations, other than in connection with the selection, structuring and completion of its Initial Business Combination. The Company has not yet selected a specific Initial Business Combination target nor has it initiated any discussions, directly or indirectly, with a potential Initial Business Combination target but it does have a selection of potential targets under consideration. If the Company proposes to complete an Initial Business Combination, it will convene a Shareholder meeting specifically to approve the proposed Initial Business Combination (the "**Business Combination EGM**"). The resolution to complete the Initial Business Combination will require the prior approval by a simple majority (50% plus one) of the votes validly cast on the Public Shares and Founder Shares at the Business Combination EGM (the "**Required Majority**"), subject to certain exceptions as set out in this Prospectus. The Company will not complete the proposed Initial Business Combination unless the Required Majority approves the proposed Initial Business Combination. **Share Capital.** At the date of this Prospectus, the Company's issued share capital comprises 7,500,000 fully paid Founder Shares (as defined below). At the date of payment for and delivery of the Public Shares (the "**Settlement Date**"), the Company's issued share capital will comprise Public Shares and the Founder Shares (collectively "**Ordinary Shares**"). On the date of this Prospectus, no Ordinary Shares are held by the Company and all outstanding Founder Shares are paid up and no Public Shares have been issued. Pursuant to the Articles of Association (as defined below), the Board has the authority to resolve to issue Public Shares and/or grant rights to acquire Public Shares immediately following payment (in U.S. dollars) for the Units, and delivery of the underlying Public Shares and Public Warrants (as defined below) ("**Settlement**"). **Major shareholders, Founder Shares and Founder Warrants.** Following incorporation of the Company, on 1 March 2021, Michael Tobin, Rupert Robson (each through their respective affiliates) and Seth Schelin (the "**Founders**") acquired 7,500,000 Class B ordinary shares with a nominal value of U.S.$0.0001 each (the "**Founder Shares**"), meaning that the Founders are the sole shareholders of the Company. The Founders will forfeit prior to the Settlement Date, at no cost, a total of 3,750,000 Founder Shares and transfer 375,000 Founder Shares to each of Atalaya

Capital Management LP and Meteora Capital Partners, LP the ("**Anchor Investors**") on the Settlement Date, such that immediately following such forfeiture and transfer, the Founders will hold 3,000,000 Founder Shares (equal to 16% of the total issued Ordinary Shares). The Founders and the Anchor Investors will also purchase a total of 5,500,000 founder warrants (the "**Founder Warrants**") at a price of U.S.$1.00 per Founder Warrant (U.S.$5,500,000 in the aggregate), in a private placement that will occur simultaneously with the completion of the Offering. The Anchor Investors have each agreed to purchase 1,500,000 Units in the Offering at the Offer Price (equal to 10% each of the total Units in the Offering) and 550,000 Founder Warrants (equal to 10% each of the total issued Founder Warrants) and following the transfer to them by the Founders will each hold 375,000 Founder Shares (equal to 10% each of the total issued Founder Shares). The Founders have agreed to lock up undertakings with the Company with respect to the Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof, pursuant to which the Founders are subject to customary restrictions on transfer or disposal (a) in the case of the Founder Shares, until the earlier of (i) three years after the completion of the Initial Business Combination, or earlier if, subsequent to the Initial Business Combination, the closing price of the Public Shares equals or exceeds U.S.$15.00 per Public Share (as adjusted for share sub-divisions, share capitalisations, reorganisations, recapitalisations and the like) for any 20 trading days within any 30-trading day period commencing at least 24 months after the Initial Business Combination; and (ii) the date following the completion of the Initial Business Combination on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Shareholders having the right to exchange their Ordinary Shares for cash, securities or other property; and (b) in the case of the Founder Warrants and any Public Shares issuable upon conversion or exercise thereof, until 30 days after the completion of the Initial Business Combination, in each case subject to customary exemptions. The Anchor Investors have agreed to lock up undertakings with the Company with respect to the Founder Shares and Founder Warrants held by them and any Public Shares issued upon conversion or exercise thereof, pursuant to which the Anchor Investors are subject to customary restrictions on transfer or disposal of Founder Shares for a period of 180 days after the completion of the Initial Business Combination, and on transfer or disposal of Founder Warrants for a period of 30 days after the completion of the Initial Business Combination, in each case, subject to customary exemptions. **Anti-takeover measures.** The Company has no anti-takeover measures in place and does not intend to adopt any such measures. **Directors.** The Company's directors are Michael Tobin, Rupert Robson, Seth Schelin, Christopher Armistead, Paola Bonomo and Pat Billingham. **Independent Auditor.** The Company's independent auditor is KPMG of P.O. Box 493, SIX Cricket Square, Grand Cayman KY1-1106, Cayman Islands.

What is the key financial information regarding the issuer?

Historical key financial information. This Prospectus only contains Financial Statements for the one day period ended 25 February 2021. The audit report includes the following emphasis of matter paragraph: *Emphasis of Matter – Basis of preparation: We draw attention to Note 1 to the financial statements. The financial statements are prepared solely for the purpose of being included in the Prospectus for the listing of the Company on Euronext Amsterdam. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.* **Selected financial information.** The following table sets forth the audited statement of financial position of the Company as at 25 February 2021 and the unaudited as adjusted figures as set forth below.

Statement of Financial Position Information (all amounts in U.S.$)

	As at 25 February 2021	As at Settlement (as adjusted)
Assets		
Total non-current assets	-	-
Total current assets	0	155,525,000
Total assets	**0**	**155,525,000**
Equity and Liabilities		
Total equity	0	25,000
Total non-current liabilities	-	155,500,000
Total current liabilities	-	-
Total equity and liabilities	**0**	**155,525,000**

Subsequent to the statement of financial position date, the following significant changes to the Company's financial condition and operating results have occurred: (i) on 1 March 2021, a further 7,500,000 Class B Ordinary shares were issued and paid by the Company, for a total consideration of US$25,000 (of which 3,750,000 Class B Ordinary shares will be forfeited prior to the Settlement Date at no cost). The proceeds of this issue will be applied towards the settlement of the Company's incorporation costs.

Other key financial information. Not applicable. No pro forma financial information has been included in this Prospectus.

What are the key risks that are specific to the issuer

Any investment in the Units, the Public Shares and Public Warrants involves numerous risks and uncertainties related to the Company's business that may result for investors in a partial or total loss of their investment, including those listed below, which the Company considers to be the key risks that are specific to it:

- the Company is a newly incorporated entity with no operating history and the Company has not generated and currently does not generate any revenues, and as such, prospective investors have no basis on which to evaluate the Company's performance and ability to achieve its business objective;
- the Company has not yet identified any specific potential target business with which to complete its Initial Business Combination, and as such, prospective investors have no basis on which to evaluate the possible merits or risks of a target business's operations;
- the Company intends to complete its Initial Business Combination with a single target business using the proceeds of the Offering and the sale of the Founder Warrants, which will cause the Company to be solely dependent on a single business and such lack of diversification may negatively impact the Company's operations and profitability;
- there is no assurance that the Company will identify suitable Initial Business Combination opportunities by the Business Combination Deadline which could result in a loss of part of the Public Shareholders' investment;
- the Company may face significant competition for Initial Business Combination opportunities;
- the Founders and the Directors have agreed to vote in favour of the Initial Business Combination, regardless of how the Public Shareholders vote;
- Public Shareholders are heavily reliant on the ability of the Company to obtain adequate information to evaluate the target business and any due diligence by the Company in connection with its Initial Business Combination may not reveal all relevant considerations or liabilities of a target business;
- Public Shareholders' ability to exercise redemption rights with respect to a large number of the Public Shares may not allow the Company to complete the most desirable Initial Business Combination or optimise its capital structure;
- past performance by the Company's management team and their affiliates, including investments and transactions in which they have participated and businesses with which they have been associated, may not be indicative of future performance of an investment in the Company;
- the Company is dependent upon its directors to identify potential Initial Business Combination opportunities and to execute the Initial Business Combination and their loss could adversely affect the Company's ability to operate;
- the Company's directors presently have, and any of them in the future may have, additional fiduciary or contractual obligations to other entities and, accordingly, may have conflicts of interest in determining to which entity a particular business opportunity should be presented; and
- since the Founders will lose their entire investment in the Company if the Company's Initial Business Combination is not completed (other than with respect to Public Shares they may acquire during or after the Offering), a conflict of interest may arise in determining whether a particular Initial Business Combination target is appropriate for the Company's Initial Business Combination.

Key information on the securities

What are the main features of the securities?

Type, Class and ISIN. The Units each consist of one (1) Public Share and one-half (1/2) of one Public Warrant. The Public Shares and the Public Warrants are denominated in and will trade in U.S. dollars on Euronext Amsterdam. The ISIN of the Public Shares is KYG2581M1078. The ISIN of the Public Warrants is KYG2581M1151. **Rights attached to the Public Shares.** The Public Shares will rank pari passu with each other and holders of Public Shares will be entitled to dividends and other distributions declared and paid on them. Each Public Share carries distribution rights and, other than in respect of the appointment or removal of directors prior to completion of the Initial Business Combination, entitles its holder to the right to attend and to cast one vote at the general meeting of the Company. This will include a vote on the proposed Initial Business Combination at a general meeting specifically convened for this purpose. **Redemption Rights**. The Company will provide its Public Shareholders with the opportunity to redeem all or a portion of their Public Shares upon the completion of the Initial Business Combination, irrespective of whether and how they voted at the general meeting convened to approve the Initial Business Combination. Public Shareholders seeking redemption of their Public Shares (each a "**Redeeming Shareholder**") must submit a written request for redemption to the Listing Agent by no later than thirty (30) calendar days following receipt of written notice of redemption by the Company (by way of publication by the Company of a press release, Shareholder circular or combined circular and prospectus published in connection with the Business Combination EGM) (the "**Redemption Notice Deadline**"). The Company also intends to require Redeeming Shareholders to deliver their Public Shares to the Listing Agent electronically using the Euroclear system, prior to the date set forth in the relevant press release and/or the Shareholder circular or combined circular and prospectus published in connection with the Business Combination EGM. **Public Warrants.** For each Unit allocated to it, an investor shall receive one Public Share and, subject to and in accordance with the terms and conditions set out in this Prospectus, one-half (1/2) of one Public Warrant that shall be allotted concurrently with, and for, each corresponding Public Share that shall be issued

on the Settlement Date and a holder of one or more Public Warrant(s), (a "**Public Warrantholder**"). Each whole Public Warrant entitles a Public Warrantholder to subscribe for one (1) Public Share for an exercise price of U.S.$11.50 per new Public Share (the "**Exercise Price**"), in accordance with the terms and conditions as set out in this Prospectus. All Public Warrants are exercisable in the Exercise Period (as defined below). Public Warrantholders may exercise their Public Warrants through the relevant participant of Euroclear through which they hold such Public Warrants, following applicable procedures for exercise and payment including compliance with the selling and transfer restrictions as set out in the section "*Selling and Transfer Restrictions*". The date of exercise of the Public Warrants shall be the date on which the last of the following conditions is met: (i) the Public Warrants have been transferred by the accredited financial intermediary to Kempen, in its capacity as Warrant Agent; and (ii) payment in full of the Exercise Price for each Public Share as to which the Public Warrants are exercised is received by Kempen, in its capacity as Warrant Agent. Delivery of Public Shares upon exercise of the Public Warrants shall take place no later than on the 10th Business Day after their exercise date. Upon exercise, the relevant Public Warrants held by the Public Warrantholder will cease to exist and the Company will issue to the Public Warrantholder the number of Public Shares it is entitled to. Only whole Public Warrants are exercisable and no fractions of Public Warrants shall be allotted. No cash will be paid in lieu of fractional Public Warrants and only whole Public Warrants will trade. For the avoidance of doubt, a whole Public Warrant will only be allotted for two (2) Units or a multiple. The Public Warrants, Founder Warrants and the Founder Shares are subject to anti-dilution provisions as set out in this Prospectus. The Public Warrantholders will not be charged by the Company upon conversion of the Public Warrants. Financial intermediaries processing the conversion may charge costs to the investor directly, which will depend on the terms in effect between the Public Warrantholder and such financial intermediary and are as such unknown to the Company. The "**Exercise Period**" is the period beginning thirty (30) days after the Business Combination Completion Date and ending at the close of trading on Euronext Amsterdam (17:30 Central European time (**CET**)) on the first Business Day after the fifth anniversary of the Business Combination Completion Date or earlier upon (i) redemption of the Public Warrants in accordance with their terms as described in the section "*Description of Share Capital and Corporate Structure*", (ii) the Company's liquidation in the event it fails to complete its Initial Business Combination by the Business Combination Deadline, (iii) or any regular liquidation of the Company. During the Exercise Period, the Company may, at its sole discretion, elect to redeem the Public Warrants in whole but not in part, (a) in consideration of a redemption price of U.S.$0.01 per Public Warrant, and upon a minimum of 30 calendar days' prior written notice of redemption, if, and only if, the last trading price of the Public Shares equals or exceeds U.S.$18.00 per Public Share for any period of 20 trading days within a 30 consecutive trading day period ending three Business Days before the Company sends the notice of redemption (the "**Reference Period**"), and (b) in consideration of a redemption price of U.S.$0.10 per Public Warrant, and upon a minimum of 30 calendar days' prior written notice of redemption, if, and only if, the last trading price of the Public Shares equals or exceeds U.S.$10.00 but is less than U.S.$18.00 per Public Share for any period of 20 trading days within the Reference Period, in which case holders have the option to exercise their Public Warrants on a cashless basis prior to the redemption record date as indicated in the notice of redemption and will receive a number of Public Shares as determined by reference to the table set forth under "*Description of Share Capital and Corporate Structure—Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*" based on the redemption date and the "fair market value" of the Public Shares. Public Warrantholders may exercise their Public Warrants after such redemption notice is given until the scheduled redemption date. The exercised Public Warrants shall not be redeemed in such case. **Founder Warrants.** Each Founder Warrant is exercisable to purchase one Public Share at U.S.$11.50, subject to certain adjustments in accordance with its terms and conditions as set out in this Prospectus. If the Founder Warrants are held by holders other than the Founders, the Anchor Investors or any of their respective affiliates (where affiliate means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the relevant Founder or Anchor Investor, (a "**Permitted Transferee**")), the Founder Warrants will be redeemable by the Company and exercisable by the holders on the same basis as the Public Warrants. The Founders and Anchor Investors, as well as their Permitted Transferees, have the option to exercise the Founder Warrants on a cashless basis. The Founder Warrants will have substantially the same terms as the Public Warrants, except they will not be redeemable (unless they are not held by the Founders, the Anchor Investors or a Permitted Transferee), will not be admitted to listing and trading on any trading platform and can be exercised on a cashless basis by the Founders, the Anchor Investors and their Permitted Transferees. The holders of Founder Warrants shall not receive any distribution in the event of liquidation and all such Founder Warrants will automatically expire without value if the Company does not complete its Initial Business Combination by the Business Combination Deadline. **Dissolution and Liquidation.** If no Initial Business Combination is completed by the Business Combination Deadline, the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten Business Days thereafter, redeem the Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest earned on the funds held in the Trust Account (less taxes payable and up to U.S.$ 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 the case of (ii) and (iii) above 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. There will be no redemption rights or liquidating distributions with respect to the Public Warrants and the Founder Warrants, which will automatically expire without value if the Company does not complete its Initial Business Combination by the Business Combination Deadline. The Founders have entered into an insider letter agreement with the

Company pursuant to which they have waived their rights to liquidating distributions from the Trust Account with respect to the Founder Shares if the Company fails to complete its Initial Business Combination by the Business Combination Deadline. The amounts held in the Trust Account at the time of liquidation may be subject to claims that would take priority over the claims of the Public Shareholders and, as a result, the per-Public Share liquidation price could be less than the initial amount per-Public Share held in the Trust Account. **Restrictions.** There are no restrictions on the free transferability of the Public Shares and the Public Warrants. However, the offer and sale of the Public Shares and the Public Warrants to persons located or resident in, or who are citizens of, or who have a registered address in countries other than the Netherlands, and the transfer of Public Shares into jurisdictions other than the Netherlands, such as the United States, may be subject to specific regulations and restrictions. See the section "*Selling and Transfer Restrictions.*" **Dividend Policy.** The Company has not paid any dividends to date and will not pay any dividends prior to the Business Combination Completion Date.

Where will the securities be traded?

Application has been made to admit all of the Public Shares and Public Warrants to listing and trading on Euronext Amsterdam, under the respective symbols of CPA1 and CPA1W. Trading on an "as-if-and-when-issued/delivered" basis in the Public Shares and the Public Warrants on Euronext Amsterdam is expected to commence at 09:00 CET on or around 22 June 2021.

What are the key risks that are specific to the Public Shares and Public Warrants?

The key risks specific to the securities are as follows:

- there is a risk that if the Company is liquidated before the Business Combination Deadline and distributes the amounts held in the Trust Account as liquidation proceeds, Public Shareholders could receive less than U.S.$10.00 per Public Share or nothing at all. In addition, it is difficult to predict when the amounts held in the Trust Account (if any) will be returned to the Public Shareholders;
- there is a risk that the market for the Public Shares or the Public Warrants will not be active and liquid, which may adversely affect the liquidity and price of the Public Shares and the Public Warrants; and
- the Public Warrants can only be exercised during the Exercise Period and to the extent a Public Warrantholder has not exercised its Public Warrants before the end of the Exercise Period those Public Warrants will lapse without value.

Key information on the offer of securities to the public and/or the admission to trading on a regulated market

Under which conditions and timetable can I invest in this security?

Offer. The Company is offering 15,000,000 Units at a price per Unit of U.S.$10.00. Each Unit consists of one Public Share and one-half (1/2) of one Public Warrant. Prior to the Offering, there has been no public market for the Public Shares or the Public Warrants. Although the Public Shares and the Public Warrants are offered in the form of Units in the context of the Offering, the underlying Public Shares and Public Warrants will trade separately on two listing lines on Euronext Amsterdam. The Units themselves will not be listed. The Offering consists solely of private placements to certain institutional investors in the Netherlands and other jurisdictions. There will be no public offering in any jurisdiction. The Units are being offered and sold within the United States of America (the "**United States**" or **"U.S.**") to persons reasonably believed to be qualified institutional buyers ("**QIBs**") as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**"), pursuant to Rule 144A or another exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable securities laws or regulations of any state of the United States, and outside the United States in offshore transactions in accordance with Regulation S under the U.S. Securities Act ("**Regulation S**"). **Jurisdictions.** No action has been taken or will be taken in any jurisdiction by the Company, the Bookrunner (as defined below) or the listing agent (the "**Listing Agent**") that would permit a public offering of the Units, or the possession, circulation or distribution of this Prospectus or any other material relating to the Company or the Units, in any country or jurisdiction where action for that purpose is required. Accordingly, no Units may be offered or sold either directly or indirectly, and neither this Prospectus nor any other Offering material or advertisements in connection with the Units may be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of any such country or jurisdiction. **Timetable.** Subject to acceleration or extension of the timetable for, or withdrawal of, the Offering, the timetable below sets forth the expected key dates for the Offering:

Event	**Time (CET) and Date**
Determination of final number of Units to be issued in the Offering	21 June 2021, after COB
AFM approval of this Prospectus	22 June 2021, before 09.00
Press release announcing the results of the Offering, the Admission and the publication of the Prospectus	22 June 2021, before 09.00

Admission	22 June 2021, 09.00
Trading on an "as-if-and-when-issued/delivered" basis in the Public Shares and the Public Warrants	22 June 2021, 09.00
Settlement	24 June 2021

Allocation. Allocation of the Units to investors who subscribed for Units will be determined by the Company in consultation with the Bookrunner on the basis of the respective demand of qualified investors and on the quantitative and the qualitative analysis of the order book, and full discretion will be exercised as to whether or not and how to allocate the Units subscribed for. **Payment and Delivery.** Payment for the Units will take place on the Settlement Date. The Offer Price must be paid in full in U.S. dollars and is exclusive of any taxes and expenses charged directly by the financial intermediary involved by investors which must be borne by the investor. The Offer Price must be paid by investors in cash upon remittance of their Unit subscription or, alternatively, by authorising their financial intermediary to debit their bank account with such amount for value on or around the Settlement Date. Application has been made for the Public Shares and the Public Warrants to be accepted for clearance through the book-entry facilities of the Netherlands Central Institute for Giro Securities Transactions (*Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.*) trading as Euroclear Nederland. **Bookrunner.** Jefferies International Limited and Jefferies GmbH. **Listing Agent.** Kempen is the Listing Agent for the Admission and in respect of the Public Shares. **Dilution.** Prior to Settlement, there are no holders of Public Shares. All Public Shares that form part of the Offering are issued directly to the persons acquiring Units under the Offering at Settlement. The Offering as such, therefore, results in nil (0%) dilution for the Public Shareholder. The main factors that may lead to dilution are (i) the automatic conversion of Founder Shares into Public Shares upon completion of the Initial Business Combination, (ii) the exercise of the Public Warrants into Public Shares; (iii) the exercise of the Founder Warrants into Public Shares; and (iv) any subsequent issuances of equity or equity-linked securities in connection with the Initial Business Combination. With respect to investors acquiring Units as part of the Offering, part of the dilution of Public Shares could be offset as, unlike Founder Shares, each Unit comprises, in addition to one Public Share a one-half (1/2) of one Public Warrant. Each whole Public Warrant may be exercised for one Public Share in accordance with the terms and conditions set out in this Prospectus. **Estimated Expenses.** The expenses, commissions and taxes related to the Offering payable by the Company are estimated at approximately U.S.$3,425,000. The Company has agreed to pay the Bookrunners the following underwriting commission fees: (i) 1.25% of the Offer Price multiplied by the aggregate number of Underwritten Units (payable on the Settlement Date); and (ii) 3.25% of the Offer Price multiplied by the aggregate number of Underwritten Units (subject to completion of the Initial Business Combination and payable on the day that is two trading days after such completion).

Who is the offeror and/or the person asking for the Admission?

The Company is offering the Units, Public Shares, and the Public Warrants and has requested the Admission for the Public Shares and the Public Warrants.

Why is this Prospectus being produced?

Reasons for the Offer. The Company's main objective is to complete its Initial Business Combination within an initial period of 18 months following the Settlement Date, subject to a six-month extension period if the Company has signed a legally binding agreement with a target business in relation to an Initial Business Combination within such 18 month period (the "**Business Combination Deadline**"). The reason for the Offering is to raise capital that will fund the consideration to be paid for such Initial Business Combination and transaction costs associated therewith. **Use of Proceeds.** Completion of the Offering will result in Proceeds of U.S.$150,000,000. The net proceeds from (i) the Offering and (ii) the private placement to the Founders of the Founder Warrants after deduction of costs and expenses relating to the Offering and Admission, less an amount equal to U.S.$2,100,000 that will be used by the Company to fund its initial working capital (the "**Initial Working Capital Allowance**"), will be deposited in the trust account ("**Trust Account**") together with an amount corresponding to the estimated deferred underwriting commissions. The Company will likely use substantially all the amounts held in the Trust Account in order to (i) pay the seller of the target business with which the Company will complete its Initial Business Combination, and (ii) subject to the conditions set forth in the Company's Articles of Association for such redemption being met, redeem the Public Shares held by Redeeming Shareholders (see "*Proposed Business – Manner of conducting redemptions*"). **Net proceeds.** The Company expects the net proceeds from (i) the Offering and (ii) the private placement to the Founders and Anchor Investors of the Founder Warrants, after deduction of expenses, commissions and taxes for the Offering payable by the Company (such expenses, commissions and taxes estimated to amount to approximately U.S.$3,425,000), to amount to approximately U.S.$152,100,000. **Underwriting Agreement.** The Company and the Bookrunner entered into an underwriting agreement on 21 June 2021 with respect to the Offering (the "**Underwriting Agreement**"). On the terms, and subject to the conditions, of the Underwriting Agreement and such agreement not being terminated, the Company has agreed to issue the Units at the Offer Price to subscribers and purchasers procured by the Bookrunner or, failing subscription or purchase by such procured purchasers, to the Bookrunner themselves. **Most Material Conflicts of Interest pertaining to the Offering and the listing.** Each of the Bookrunner, the Listing Agent, and/or their respective affiliates may in the future, from time to time, engage in commercial banking,

investment banking and financial advisory and ancillary activities in the ordinary course of their business with the Company or any parties related to any of it, in respect of which they have and may in the future, receive customary fees and commissions. Additionally, each of the Bookrunner, the Listing Agent, and/or their respective affiliates may in the ordinary course of their business, hold the Company's securities for investment purposes. Also, the Bookrunner is entitled to receive deferred underwriting commissions that are conditional on the completion of the Initial Business Combination. The fact that the Bookrunner or its affiliates' financial interests are tied to the completion of the Initial Business Combination may give rise to potential conflicts of interest in providing services to the Company, including potential conflicts of interest in connection with the sourcing and completion of the Initial Business Combination. As a result, these parties may have interests that may not be aligned, or could possibly conflict with the interests of investors or of the Company. The Founders may have a potential conflict of interest with the Company insofar as they hold Founder Shares and Founder Warrants, which will only be converted or exercised (as and if applicable) into Public Shares if the Company succeeds in completing its Initial Business Combination. Since the Founders will lose their entire investment in such securities if the Company's Initial Business Combination is not completed, this may incentivise the Founders to focus on completing the Initial Business Combination rather than on objective selection of the best possible target business and the negotiation of favourable terms for the transaction. Notwithstanding the long-term incentives afforded to the Founders in the form of these securities, the value of which should increase if the acquired target business performs well, if the Board proposes an Initial Business Combination that is either not objectively selected or based on unfavourable terms and the Shareholders nevertheless approve it at the Business Combination EGM, then the effective return for Shareholders (including the Founders) after the Initial Business Combination may be low or non-existent or negative.

RISK FACTORS

Before investing in the Units, Public Shares and/or Public Warrants, prospective investors should consider carefully the risks and uncertainties described below, together with the other information contained in this Prospectus. The occurrence of any of the events or circumstances described in these risk factors, individually or together with other circumstances, may have a significant negative impact on the Company's business, financial condition, results of operations and prospects. The trading price of the Units, the Public Shares and the Public Warrants could decline and an investor might lose part or all of its investment upon the occurrence of any such event or circumstance.

All of these risk factors and events are contingencies that may or may not occur. The Company may face a number of the risks described below simultaneously and some risks described below may be interdependent, in which case the description of such risk factor will contain a reference and description of how it is affected by another risk factor. Although the most material risk factors have been presented first within each category, the order in which the remaining risks are presented is not necessarily an indication of the likelihood of the risks actually materialising, of the potential significance of the risks or of the scope of any potential negative impact to the Company's business, financial condition, results of operations and prospects. While the risk factors below have been included within the most appropriate category, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.

Although the Company believes that the risks and uncertainties described below are the material risks and uncertainties concerning the Company's business and industry, the Units, the Public Shares and the Public Warrants, they are not the only risks and uncertainties relating to the Company and these securities. Other risks, events, facts or circumstances not presently known to the Company, or that the Company currently deems to be immaterial, could, individually or cumulatively, prove to be important and may have a significant negative impact on the Company's business, financial condition, results of operations and prospects. In particular, the Company has not identified its actual operational business yet which is detrimental to the Company's ability to present all risk factors specific to the business or industry the Company will become active in following the Initial Business Combination.

Prospective investors should carefully read and review the entire Prospectus and should form their own views before making an investment decision with respect to the Units, Public Shares and/or Public Warrants. Furthermore, before making an investment decision with respect to the Units, Public Shares and/or Public Warrants, prospective investors should consult their own stockbroker, bank manager, lawyer, auditor or other financial, legal and/or tax advisers and carefully review the risks associated with an investment in the Units, Public Shares and/or Public Warrants and consider such an investment decision in light of their personal circumstances.

RISKS RELATED TO THE COMPANY'S BUSINESS AND OPERATIONS

The Company is a newly incorporated entity with no operating history and the Company has not generated and currently does not generate any revenues, and as such, prospective investors have no basis on which to evaluate the Company's performance and ability to achieve its business objective.

The Company is a newly incorporated entity with no operating results and, prior to obtaining the proceeds from the Offering, it has not engaged and will not engage in activities other than organisational activities and the preparation of the Offering and of this Prospectus. The Company lacks an operating history, and therefore, prospective investors have no basis on which to evaluate the Company's performance and ability to achieve its objective of completing its Initial Business Combination with a target business. If the Company fails to complete its Initial Business Combination, it will not be able to generate any revenues, which would effectively prevent the Company from paying dividends to Shareholders. As a result thereof, the trading price of the Public Shares and the Public Warrants will materially decline, which may result in a loss on any investment in the Company. Moreover, if the Company fails to complete its Initial Business Combination by the Business Combination Deadline, it will eventually liquidate and distribute the amounts then held in the Trust Account and pursue a delisting of the Public Shares and Public Warrants and the Public Warrants will expire worthless. The costs and expenses incurred by the Company prior to its liquidation may result in Public Shareholders receiving less than U.S.$10.00 per Public Share and investors who acquired Public Shares after the First Trading Date potentially receiving less than they invested.

Additionally, if the Company fails to complete a proposed Initial Business Combination, associated risks may materialise and the Company may be left with substantial unrecovered transaction costs, potentially including substantial break fees, legal costs or other expenses. See also "*– There is no assurance that the Company will identify suitable Initial Business Combination opportunities by the Business Combination Deadline, which could result in a loss of part of the Public Shareholders' investment*" for such associated risks and the section "*Reasons for the Offering and Use of Proceeds – Failure to complete the Initial Business Combination*".

The Company has not yet identified a specific potential target business with which to complete its Initial Business Combination, and as such, prospective investors have no basis on which to evaluate the possible merits or risks of a target business's operations.

The Company has not yet identified a specific potential target business with which to complete its Initial Business Combination. The Company has not engaged in discussions with any specific potential acquisition candidates, and there are currently no arrangements or understandings with any potential target business. The Company does not currently have any specific Initial Business Combination under consideration and has not and will not engage in negotiations to that effect prior to the completion of the Offering. Moreover, although the Company expects to focus its search for a target business in the broadly defined European and wider EMEA digital and technology industry, the Company may complete its Initial Business Combination with an operating company in any industry or sector. As such, prospective investors will have no basis on which to evaluate the possible merits or risks of any particular industry or target business's operations, results of operations, cash flows, liquidity, financial condition or prospects.

If the Company completes its Initial Business Combination, the Company may be affected by numerous risks inherent in the business operations with which it combines. For example, if the Company combines with a financially unstable business or an entity lacking an established record of revenues or earnings, the Company may be affected by the risks inherent in the business and operations of a financially unstable or an early stage entity.

Although the Company will endeavour to evaluate the risks inherent in a particular target business, it cannot offer any assurance that it will properly ascertain or assess all of the significant risk factors or that the Company will have adequate time to complete due diligence. Additionally, because the Company has not yet identified any specific potential target business, the Company cannot offer any assurance that it would be able to obtain adequate information to evaluate the target business. See also *"–Public Shareholders are heavily reliant on the ability of the Company to obtain adequate information to evaluate the target business and any due diligence by the Company in connection with its Initial Business Combination may not reveal all relevant considerations or liabilities of a target business.*" Furthermore, some of these risks may be outside of the Company's control and may leave the Company with no ability to control or reduce the chances that those risks will materialise and will adversely affect a target business. Additionally, the Company cannot offer any assurance that an investment in the Units, Public Shares and Public Warrants will ultimately prove to be more favourable to investors than a direct investment, if such opportunity were available, in a target business. Accordingly, any Public Shareholders who choose to remain a Public Shareholder following the Initial Business Combination could suffer a reduction in the value of their Public Shares. Such Public Shareholders are unlikely to have a remedy for such reduction in value.

The target business with which the Company ultimately completes its Initial Business Combination and the Company's search for such a target business, may be materially adversely affected by the coronavirus (COVID-19) pandemic.

In December 2019, a novel strain of the coronavirus was reported to have surfaced in Wuhan, China, which has and is continuing to spread throughout the world. On 11 March 2020, the World Health Organisation characterized the COVID-19 outbreak as a "pandemic". The COVID-19 pandemic has resulted in a widespread health crisis that has and may continue to adversely affect economies and financial markets worldwide, including Europe and the wider EMEA region, and the business of any potential target business with which the Company completes its Initial Business Combination could be materially and adversely affected.

Prior to the Initial Business Combination, as part of the fair determination of the consideration for a target business, and as part of evaluating the risks associated with such a target business, the Company will take into account the financial and operational performance and overall resilience of the target business during the COVID-19 pandemic. However, past performance of a target business cannot be guaranteed for the future and

the Company cannot offer any assurance that a target business that has performed well compared to businesses that have been materially and adversely affected by the consequences of COVID-19, would not be materially and adversely affected by continuing concerns around COVID-19. While the effects of COVID-19 have put many businesses, including in the European and wider EMEA digital and technology sectors, under financial stress with the effect of creating a target-rich environment for SPACs like the Company that can provide equity to strengthen the balance sheet and provide access to the public capital markets for businesses that are ready to go public, there can be no assurance that these factors will result in the Company finding a suitable acquisition target.

The Company may be unable to complete its Initial Business Combination if continued concerns relating to COVID-19 restrict travel, limit the ability to have meetings with potential targets and investors, or the target business's personnel, vendors and service providers are unavailable to negotiate and complete a transaction in a timely manner, or if COVID-19 causes a prolonged economic downturn. In addition, the Company's ability to consummate its Initial Business Combination may be dependent on its ability to raise equity and debt financing, which may be impacted by COVID-19 and other events.

The extent to which COVID-19 impacts the Company's search for an Initial Business Combination candidate will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19 and the actions to contain COVID-19 or treat its impact, among others. If the disruptions posed by COVID-19 or other matters of global concern continue or worsen following the date of this Prospectus, the Company's ability to complete its Initial Business Combination, or the operations of a target business with which the Company ultimately completes its Initial Business Combination, may be materially adversely affected. The COVID-19 pandemic may also have the effect of heightening many of the other risks described in this "*Risk Factors"* section, such as those related to the market for Public Shares and Public Warrants or prolonged weakness of, or a deterioration in, macroeconomic conditions in Europe and the wider EMEA region.

Political, economic and financial conditions in Europe and the wider EMEA region could have a material adverse effect on the Company's business, financial condition or results of operations.

The target business with which the Company will complete its Initial Business Combination will likely operate mainly in the European or wider EMEA regional market and therefore its financial performance and business could be materially adversely affected by a deterioration in macroeconomic conditions in Europe and the wider EMEA region broadly and/or in its specific geography. Such conditions may include political instability, adverse political circumstances, higher inflation, higher interest rates, declining access to credit, lower or stagnating wages, increasing unemployment, weakness in housing and real estate markets, changes in government fiscal or tax policies, including changes in applicable tax rates and the adoption of new tax legislation, removal of subsidies, reduced public spending or credit crises affecting disposable incomes, increases in fuel prices or a loss of consumer confidence.

Changes in political, economic and financial conditions where the target business will operate can negatively impact customer confidence and customer spending, which can result in a decline in the target business's sales or customers switching to lower price offerings. This may also limit the target business's ability to increase or maintain prices and may generate increased pressure to reduce product prices. Similarly, disruptions in financial and credit markets worldwide may impact the ability for the target business to manage normal commercial relationships with customers, suppliers and creditors. These disruptions could have a negative impact on the ability of the target business's customers to timely pay their obligations, thus reducing the cash flow or the ability of vendors to timely supply materials to the target business.

Any of the foregoing could have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

The Company intends to complete its Initial Business Combination with a single target business using the proceeds of the Offering and the sale of the Founder Warrants, which will cause the Company to be solely dependent on a single business which may have a limited number of products or services. This lack of diversification may negatively impact the Company's operations and profitability.

The net proceeds from the Offering and the private placement of Founder Warrants will provide the Company with U.S.$150,000,000 that the Company may use to complete its Initial Business Combination (after taking

into account the U.S.$4,875,000 of deferred underwriting commissions being held in the Trust Account). The Company intends to complete its Initial Business Combination with a single target business. Accordingly, the prospects of the Company's success after the Initial Business Combination may depend solely on the performance of a single business or upon the development or market acceptance of a single or limited number of products, processes or services. As a result, the returns for Public Shareholders may be adversely affected if growth in the value of the target business is not achieved or if the value of the target business or any of its material assets subsequently is written down. Accordingly, the risk of investing in the Company could be greater than investing in an entity with a more diversified portfolio that owns or operates a range of businesses in a range of sectors. The Company's future performance and ability to achieve positive returns for Public Shareholders would therefore be solely dependent on the subsequent performance of the target business. There can be no assurance that the Company will be able to propose effective operational and commercial strategies or other improvement programs for any target business in which the Company acquires a stake and, to the extent that such strategies are proposed, there can be no assurance they will be implemented effectively.

There is no assurance that the Company will identify suitable Initial Business Combination opportunities by the Business Combination Deadline, which could result in a loss of part of the Public Shareholders' investment.

The success of the Company's business strategy is dependent on its ability to identify sufficient suitable Initial Business Combination opportunities. The Company believes it is appropriately prepared to find a suitable Initial Business Combination opportunity (see "*Proposed Business – Strengths and Investment Highlights*"). However, the Company cannot estimate how long it will take to identify suitable Initial Business Combination opportunities or whether it will be able to identify any suitable Initial Business Combination opportunities at all by the Business Combination Deadline. If the Company fails to complete a proposed Initial Business Combination, it may be left with substantial unrecovered transaction costs, potentially including substantial break fees, legal costs or other expenses, such as those of professional advisors and service providers. Furthermore, even if an agreement is reached relating to a target business, the Company may fail to complete such Initial Business Combination for reasons beyond its control, such as material adverse changes in economic and market conditions. Any such event will result in a loss to the Company of the related costs incurred, which could materially adversely affect subsequent attempts to identify and acquire a stake in another target business.

Moreover, if the Company fails to complete the Initial Business Combination by the Business Combination Deadline, it will liquidate and distribute the amounts then held in the Trust Account (see "*Reasons for the Offering and Use of Proceeds – The Trust Agreement*"), after payment of the Company's creditors and settlement of its liabilities (as further described in the section "*Reasons for the Offering and Use of Proceeds – Failure to complete the Initial Business Combination*"). In such circumstances, there can be no assurance as to the particular amount or value of the remaining assets at such future time of any such distribution either as a result of costs from an unsuccessful Initial Business Combination or from other factors, including disputes or legal claims which the Company is required to pay out, the cost of the liquidation and dissolution process, applicable tax liabilities or amounts due to third-party creditors. Upon distribution of assets in the context of the (i) dissolution and liquidation of the Company and (ii) delisting of the Public Shares and Public Warrants such costs and expenses may result in Public Shareholders receiving less than U.S.$10.00 per Public Share and investors who acquired Public Shares after the First Trading Date potentially receiving less than they invested. Furthermore, the ability of the Company to identify a suitable Initial Business Combination opportunity and the risk of failure to complete its Initial Business Combination is interdependent with the time that is left to complete its Initial Business Combination before the Business Combination Deadline, see also " *– The closer the Company is to the Business Combination Deadline, and the fewer remaining funds are available when attempting to complete its Initial Business Combination, the more difficult it will be to negotiate a transaction on favourable terms.*"

Even if the Company completes its Initial Business Combination, any operating improvements proposed and implemented may not be successful and they may not be effective in increasing the valuation of any business acquired and may in some circumstances fail to prevent or cause the decline in value of any business acquired.

The Company may not be able to propose and implement effective operational improvements for the target business with which the Company completes its Initial Business Combination. In addition, even if the Company completes its Initial Business Combination, general economic and market conditions or other factors outside

the Company's control could make the Company's operating strategies difficult or impossible to implement. Any failure to implement these operational improvements successfully and/or the failure of the operational improvements to deliver the anticipated benefits could have a material adverse effect on the Company's business, financial condition, results of operations and prospects have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

The Company may face significant competition for Initial Business Combination opportunities.

There may be significant competition for some or all of the Initial Business Combination opportunities that the Company may explore. Such competition may for example come from strategic buyers, sovereign wealth funds, SPACs, and public and private investment funds, many of which are well established and have extensive experience in identifying and completing acquisitions and business combinations. A number of these competitors may possess greater technical, financial, human and other resources than the Company and may be able to facilitate a more expedited acquisition process. Furthermore, the Company is obligated to offer holders of its Public Shares the right to redeem their Public Shares for cash at the time of the Initial Business Combination. Target companies will be aware that this may reduce the resources available to the Company for its Initial Business Combination.

Any of these or other factors may place the Company at a competitive disadvantage in successfully negotiating or completing an attractive Initial Business Combination. There cannot be any assurance that the Company will be successful against such competition. This competition may result in a potential target business seeking a different buyer even after having spent considerable time negotiating with the Company, or may require a competitive bidding process in which the Company may ultimately not succeed, while the Company may be left with substantial unrecovered transaction costs, legal costs or other expenses.

Such competition may also result in the Initial Business Combination being made at a significantly higher price than would otherwise have been the case, meaning that the investment of the investor could be less favourable relative to a direct investment, if such opportunity were to be available, in a target business. Any prospective investor's return on investment may be materially adversely impacted by any such competition. Furthermore, the extent to which the Company may need to compete for the acquisition of a potential target business may materially and adversely affect the probability of succeeding to acquire such target business and as a result of such competition, there can be no assurance that the Company will be able to complete the Initial Business Combination on or prior to the Business Combination Deadline. See also *"– There is no assurance that the Company will identify suitable Initial Business Combination opportunities by the Business Combination Deadline, which could result in a loss of part of the Public Shareholders' investment.*"

The requirement that the Company complete its Initial Business Combination by the Business Combination Deadline may give a potential target business leverage over the Company in negotiating the Initial Business Combination and may limit the time the Company has in which to conduct due diligence on potential Initial Business Combination targets, in particular as the Company approaches the Business Combination Deadline, which could undermine its ability to complete its Initial Business Combination on terms that would produce value for Shareholders.

Any potential target business with which the Company enters into negotiations concerning the Initial Business Combination will most likely be aware that the Company must complete its Initial Business Combination by the Business Combination Deadline. Consequently, such target business may obtain leverage over the Company in negotiating its Initial Business Combination, knowing that if the Company does not complete its Initial Business Combination with that particular target business, it may be unable to complete its Initial Business Combination with any target business. This risk will increase as the Company gets closer to the Business Combination Deadline. In addition, the Company may have limited time to conduct due diligence, and as a consequence, such due diligence may not reveal all relevant considerations or liabilities of a target business and the Company may enter into its Initial Business Combination on terms that it would have rejected upon a more comprehensive investigation.

See also "*—Public Shareholders are heavily reliant on the ability of the Company to obtain adequate information to evaluate the target business and any due diligence by the Company in connection with its Initial Business Combination may not reveal all relevant considerations or liabilities of a target business*" and "*The closer the Company is to the Business Combination Deadline, and the fewer remaining funds are available*

when attempting to complete its Initial Business Combination, the more difficult it will be to negotiate a transaction on favourable terms."

***The Founders and the Directors have agreed to vote in favour of the Initial Business Combination, regardless of how the Public Shareholders vote*.**

The Founders and the Directors will own 16.0% of the Company's issued and outstanding share capital immediately following completion of the Offering (assuming the Founders do not purchase any Units in the Offering). The Founders and the Directors may also from time to time purchase Public Shares prior to the Initial Business Combination. Neither the Founders, nor to the Company's knowledge any of the Directors, have any current intention to purchase additional Public Shares, other than as disclosed in this Prospectus.

The Founders and the Directors have agreed, pursuant to the terms of the Insider Letter, to vote the Founder Shares and any Public Shares held by them in favour of the Initial Business Combination. As a result, in addition to the Founder Shares and Public Shares held by the Founders and the Directors, the Company would need 6,368,961, or 42.5%, of the 15,000,000 Public Shares sold in the Offering to be voted in favour of the Initial Business Combination at the Business Combination EGM in order to have the Initial Business Combination approved (assuming all outstanding shares are voted and the parties to the Insider Letter do not acquire any additional Public Shares subsequent to the Offering). Assuming that only the holders of one-third of the Company's issued and outstanding Ordinary Shares, representing a quorum under the Articles of Association, vote their ordinary shares at the Business Combination EGM, the Company would need 125,001, or 0.83%, of the 15,000,000 Public Shares sold in the Offering to be voted in favour of the Initial Business Combination at the Business Combination EGM in order to have the Initial Business Combination approved.

In the event that the Anchor Investors purchase 3,000,000 Units in the Offering and vote their Public Shares and Founder Shares in favour of the Initial Business Combination, the Company would need 2,618,961, or 21.8%, of the remaining 12,000,000 Public Shares sold in the Offering to be voted in favour of the Initial Business Combination at the Business Combination EGM in order to have the Initial Business Combination approved (assuming all outstanding shares are voted and the parties to the Insider Letter do not acquire any additional Public Shares subsequent to the Offering). Assuming that only the holders of one-third of the Company's issued and outstanding Ordinary Shares, representing a quorum under the Articles of Association, vote their ordinary shares at the Business Combination EGM, the Company would not need any Public Shares in addition to the Public Shares and Founder Shares held by the Founders, Directors and Anchor Investors to be voted in favour of the Initial Business Combination at the Business Combination EGM in order to have the Initial Business Combination approved.

Accordingly, the agreement by the Founders and the Directors to vote in favour of the Initial Business Combination will increase the likelihood that the Company will receive the requisite Shareholder approval for such Initial Business Combination.

Holders of Founder Shares will control the election of the Board until consummation of an Initial Business Combination and will hold a substantial interest in the Company. As a result, they will appoint all of the Directors prior to an Initial Business Combination and may exert a substantial influence on actions requiring a Shareholder vote, potentially in a manner that Public Shareholders do not support.

Upon the closing of the Offering, the Founders will control in aggregate 16% of the Company's voting rights through their interests in 80% of the total Founder Shares issued by the Company as described in this Prospectus. Accordingly, the Founders may exert a substantial influence on actions requiring a Shareholder vote, potentially in a manner that Public Shareholders do not support, including amendments to the Articles of Association. If the Founders purchase any Public Shares in the aftermarket or in privately negotiated transactions, this would increase their control. Neither the Founders nor, to the Company's knowledge, any of the Directors, have any current intention to purchase additional securities, other than as disclosed in this Prospectus. In addition, prior to an Initial Business Combination, only holders of the Founder Shares will have the right to vote on the appointment of directors. Holders of Public Shares will not be entitled to vote on the appointment of directors during such time. In addition, prior to an Initial Business Combination, holders of a majority of the Founder Shares may remove a member of the Board for any reason. Holders of Founder Shares may appoint any person to be a director, either to fill a vacancy or as an additional director so long as such appointment does not cause the number of directors to exceed any maximum number of directors set by the Company.

Public Shareholders are heavily reliant on the ability of the Company to obtain adequate information to evaluate the target business and any due diligence by the Company in connection with its Initial Business Combination may not reveal all relevant considerations or liabilities of a target business.

In accordance with its strategy, the Company intends to complete its Initial Business Combination with a single privately held company or business. Generally, the amount of information as regards privately held companies and businesses is limited, and the Shareholders will be required to rely on the ability of the Company to obtain adequate information to evaluate the potential returns from investing in these companies or businesses. The Company intends to conduct such due diligence as it deems reasonably practicable and appropriate for the relevant target business. The objective of the due diligence process will be to identify material issues which might affect the decision to proceed with a particular target business or the consideration payable for such target business. The Company also intends to use information obtained during the due diligence process to formulate its business and operational planning for, and its valuation of, the particular target business. Whilst conducting due diligence and assessing a potential acquisition, the Company will rely on information available to it, information provided by the relevant target business to the extent such company is willing or able to provide such information and, in some circumstances, third party investigations.

There can be no assurance that the due diligence undertaken with respect to a potential target business will reveal all relevant facts that may be necessary to evaluate such target business to determine the consideration for a target business, or to formulate a business strategy. If the due diligence investigation is conducted under time pressure because there is limited time left to the Business Combination Deadline, there is an increased risk that such a consideration for a target business may be inaccurately valued as compared to a valuation following a comprehensive due diligence investigation. Furthermore, the information provided during due diligence may be incomplete, inadequate or inaccurate. If the Company's due diligence investigation fails to correctly identify material issues and liabilities that may be present in a target business, or if the Company considers such material risks to be commercially acceptable relative to the opportunity, and the Company proceeds with the Initial Business Combination, the Company may subsequently incur substantial impairment charges and/or other losses.

In addition, following the Business Combination Completion Date, the Company may be subject to significant, previously undisclosed liabilities of a target business that were not identified during due diligence and which could contribute to poor operational performance, undermine any attempt to restructure the target business in line with the Company's business plan and could have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

The closer the Company is to the Business Combination Deadline, and the fewer remaining funds are available when attempting to complete its Initial Business Combination, the more difficult it will be to negotiate a transaction on favourable terms.

If the Company fails to complete its Initial Business Combination prior to the Business Combination Deadline, the Company will suffer significant financial disadvantages. As a result, as the Business Combination Deadline approaches, the pressure will increase on the Company to complete its Initial Business Combination in the time remaining. The short time remaining prior to the Business Combination Deadline could influence the Company to accept transaction terms that it might otherwise not accept if enough time remained to consider transactions with other potential target businesses.

In addition, there could also be significant pressure on the Company to complete its Initial Business Combination in a scenario where there are not sufficient funds or time available to abandon negotiations with the sellers of potential target businesses and start the process of seeking an alternative Initial Business Combination.

In particular, if sellers of potential target businesses are aware of such pressure to complete its Initial Business Combination, the Company might at such time enter into its Initial Business Combination on terms that are not as favourable to the Company and the Shareholders (including as a result of limited time to conduct due diligence on the potential target business as the Company approaches the Business Combination Deadline) as they could be under different circumstances. If the Initial Business Combination is concluded on the basis of unfavourable terms, this may adversely affect the Company's ability to pay dividends to Shareholders and Shareholders may lose part or all of their investment. See also, "*The requirement that the Company complete its Initial Business Combination by the Business Combination Deadline may give a potential target business*

leverage over the Company in negotiating the Initial Business Combination and may limit the time the Company has in which to conduct due diligence on potential Initial Business Combination targets, in particular as the Company approaches the Business Combination Deadline, which could undermine its ability to complete its Initial Business Combination on terms that would produce value for Shareholders" and "*There is no assurance that the Company will identify suitable Initial Business Combination opportunities by the Business Combination Deadline, which could result in a loss of part of the Public Shareholders' investment*."

Resources could be wasted in researching business combinations that are not completed, which could materially and adversely affect subsequent attempts to achieve the Initial Business Combination and as such materially and adversely affect the Company's business, financial condition, results of operations and prospects.

It is anticipated that the investigation of each specific target business and the negotiation, drafting and execution of relevant agreements, disclosure documents and other instruments will require substantial management time and attention and substantial costs (including advisor fees). If a decision is made not to propose a specific business combination or not to complete a specific business combination, the costs incurred up to that point for the proposed transaction would likely not be recoverable. Furthermore, even if agreement is reached relating to a specific target business, the Company may fail to complete the Initial Business Combination for a number of reasons including reasons beyond its control, such as a material adverse change in economic and market conditions. Any such event will result in a loss to the Company of the related costs incurred which could materially and adversely affect subsequent attempts to locate and acquire a stake in or merge with other businesses and as such materially and adversely affect the Company's business, financial condition, results of operations and prospects.

The Company may seek Initial Business Combination opportunities in industries or sectors that may be outside of its management's areas of expertise.

Although the Company intends to focus on identifying Initial Business Combination candidates in the broad TMT sector, the Company will consider Initial Business Combination opportunities outside of its management's areas of expertise if an Initial Business Combination candidate is presented to the Company and the Company determines that such candidate offers an attractive Initial Business Combination opportunity for it. Although the Company's management will endeavour to evaluate the risks inherent in any particular Initial Business Combination candidate, the Company cannot assure investors that the Company will adequately ascertain or assess all of the significant risk factors. The Company also cannot assure investors that an investment in the Units will be more favourable to investors in the Offering than a direct investment, if an opportunity were available, in an Initial Business Combination candidate. In the event that the Company elects to pursue its Initial Business Combination outside of the areas of its management's expertise, the management's expertise may not be directly applicable to its evaluation or operation, and the information contained in this prospectus regarding the areas of the Company's management's expertise would not be relevant to an understanding of the business that the Company elected to acquire. As a result, the Company's management may not be able to ascertain or assess adequately all of the relevant risk factors. Accordingly, any Public Shareholders who choose to remain Public Shareholders following the Initial Business Combination could suffer a reduction in the value of their Public Shares. Such Public Shareholders are unlikely to have a remedy for such reduction in value.

Although the Company has identified general criteria and guidelines that it believes are important in evaluating prospective target businesses, the Company may enter into its Initial Business Combination with a target that does not meet such criteria and guidelines, and as a result, the target business with which the Company enters into the Initial Business Combination may not have attributes entirely consistent with the Company's general criteria and guidelines.

Although the Company has identified general criteria and guidelines for evaluating prospective target businesses, it is possible that a target business with which the Company enters into its Initial Business Combination will not have all of these positive attributes. If the Company completes its Initial Business Combination with a target that does not meet some or all of these guidelines, such combination may not be as successful as a combination with a business that does meet all of the Company's general criteria and guidelines, which could have a material adverse effect on the Company's business, financial condition, results of operations and prospects. In addition, if the Company announces a prospective Initial Business Combination with a target that does not meet its general criteria and guidelines, the Initial Business Combination may not be approved by the Required Majority at the Business Combination EGM, and/or a greater number of Public Shareholders may

exercise their redemption rights, which may make it difficult for the Company to meet any closing condition with a target business that requires it to have a minimum net worth or a certain amount of cash and as a result make it harder for the Company to successfully complete its Initial Business Combination with that target. See also, "*Resources could be wasted in researching business combinations that are not completed, which could materially and adversely affect subsequent attempts to achieve the Initial Business Combination and as such materially and adversely affect the Company's business, financial condition, results of operations and prospects*". Furthermore, investors may face opportunity costs (i.e. the forgone benefit that would have been derived by an option not chosen), because they have invested in the Company, which could turn out to be less favourable relative to a direct investment, if such opportunity were to be available, in a business that would be fully aligned with the criteria set out in the guidelines.

If the proceeds from the sale of the Founder Warrants are insufficient to allow the Company to operate at least until the Business Combination Deadline, it could limit the amount available to fund the Company's search for a target business and the Company may be unable to complete its Initial Business Combination, in which case the Public Shareholders may receive U.S.$10.00 per Public Share, or less than such amount, and the Public Warrants will expire worthless.

Of the proceeds from the sale of the Founder Warrants, approximately U.S.$2,100,000 will be available to the Company outside the Trust Account after deduction of costs and expenses relating to the Offering and Admission, see the section "*Reasons for the Offering and Use of Proceeds – Use of Proceeds*".

The Company expects to incur significant costs in pursuit of its acquisition plans. In the event that the costs related to the Offering exceed the Company's estimates of U.S.$3,425,000, the Company may fund such excess with funds not to be held on the Trust Account. In such case, the amount of funds the Company intends to hold outside the Trust Account would decrease by a corresponding amount. Conversely, in the event that the costs related to the Offering are less than the Company's estimates of U.S.$3,425,000, the amount of funds the Company intends to be held outside the Trust Account would increase by a corresponding amount.

If the Company is required to seek additional capital, the Company would need to borrow funds from the Founders or their affiliates. The Company does not expect to seek loans from parties other than one or more of the Founders and their affiliates as the Company does not believe third parties will be willing to loan such funds and provide a waiver against any and all rights to seek access to funds in the Trust Account. None of the Founders or any of their affiliates is under any obligation to advance funds to the Company and the Company may not be able to raise additional financing from unaffiliated parties necessary to fund the Company's costs and expenses. Any such event in the future may negatively impact the analysis regarding the Company's ability to continue as a going concern at such time.

The Company believes that, upon Settlement, the funds available to the Company will be sufficient to allow the Company to operate for at least until the Business Combination Deadline. However, the Company cannot assure any investor in the Company that its estimate is accurate. Of the funds available to it, the Company could use a portion to pay fees to investment banks, consultants and lawyers to assist the Company with its search for a target business. The Company could also use a portion of the funds as a down payment or to fund a no-shop provision (a provision in letters of intent designed to keep target businesses from shopping around for transactions with other companies on terms more favourable to such target businesses) with respect to a particular proposed Initial Business Combination, although the Company does not have an intention to do so. If the Company would enter into a letter of intent where the Company will pay for the right to receive exclusivity from a target business and were subsequently required to forfeit such funds (whether as a result of a breach by the Company or otherwise), the Company might not have sufficient funds to continue searching for, or conduct due diligence with respect to, a target business. If the Company is unable to complete its Initial Business Combination because the Company does not have sufficient funds available to it, the Company will be forced to cease operations and liquidate. Consequently, the Public Shareholders may receive U.S.$10.00 per Public Share, or less in some circumstances (see the section, "*Risks related to the amount Public Shareholders receive per Public Share in the event of liquidation before the Business Combination Deadline*" below), and the Public Warrants will expire worthless.

The Company may not be able to maintain control of a target business after the Initial Business Combination, including as a consequence of the issuance of additional equity by the Company that may dilute the Public Shareholders.

Under its guidelines for selecting and evaluating prospective target businesses, the Company will seek to obtain a majority (or otherwise controlling) stake in a target business. However, even if the Company owns 50% or more of the voting securities of the target business, Public Shareholders prior to the Initial Business Combination may collectively own a minority interest in the post-Initial Business Combination company, depending on valuations ascribed to the target business and the Company in the Initial Business Combination. For example, the Company could pursue a transaction in which it issues a substantial number of new Ordinary Shares to the shareholders of the target business in exchange for all of the outstanding share capital of the target business. In this case, the Company would acquire a 100% interest in the target business. However, as a result of the issuance of a substantial number of new Ordinary Shares, the Public Shareholders immediately prior to such transaction could own less than a majority of the Company's Public Shares subsequent to such transaction. Other issuances of additional equity may also dilute the interests of Public Shareholders and/or affect the Company's financial condition, results of operations and prospects.

The Initial Business Combination may take the form of an acquisition of less than a 50% (or otherwise controlling) ownership interest, which could adversely affect the Company's future decision-making authority and result in disputes between the Company and third party owners.

Under its guidelines for selecting and evaluating prospective target businesses, the Company will seek to obtain a majority (or otherwise controlling) stake in a target business. However, the Initial Business Combination may ultimately take the form of an acquisition of less than a 50% (or otherwise controlling) ownership interest in certain properties, assets or entities. In such a case, the remaining ownership interest may be held by third parties who may or may not be knowledgeable in the industry or agree with the Company's strategy. With such an acquisition, the Company will face additional risks, including the additional costs and time required to investigate and otherwise conduct due diligence on holders of the remaining ownership interest and to negotiate shareholders' agreements and similar agreements. Moreover, the subsequent management and control of such a business will entail risks associated with multiple owners and decision-makers. Such acquisitions also involve the risk that third-party owners might become insolvent or fail to fund their share of required capital contributions. Such third parties may have economic or other business interests or goals which are inconsistent with the Company's business interests or goals, and may be in a position to take actions contrary to the Company's policies or objectives. Such acquisitions may also have the potential risk of impasses on decisions, such as a sale, because neither the Company nor the third party owners would have full control over the business entity. Disputes between the Company and such third parties may result in litigation or arbitration that would increase the Company's expenses and distract its management from focusing their time and effort on its business. Consequently, actions by, or disputes with, such third parties might result in subjecting assets owned by the business entity to additional risks. The Company may also, in some circumstances, be liable for the actions of such third parties. For example, in the future the Company may agree to guarantee indebtedness incurred by the business entity. Such a guarantee may be on a joint and several basis with the third party owners in which case the Company may be liable in the event such third parties default on their guarantee obligation. Additionally, the Company may, in some circumstances, suffer reputational harm as a result of the actions or omissions of such third parties or their related parties.

The Board is not required to obtain a fairness opinion from an independent expert as to the fair market value of the target business.

The Board is not required to obtain a fairness opinion from an unaffiliated, independent expert to support the Board's position that the consideration paid under a proposed Initial Business Combination is fair to Shareholders from a financial point of view or other independent valuation of the acquisition target or the consideration that the Company offers. The absence of a valuation may increase the risk that a proposed target business is improperly valued by the Board and the Company overpaying, thereby negatively affecting the value of Public Shareholders' investment in the Units, Public Shares and/or the Public Warrants. Public Shareholders will be relying on the judgement of the Board, who will determine the fair market value of the target business based on standards generally accepted by the financial community. Such standards used will be disclosed in the relevant notice and/or shareholder circular or combined circular and prospectus published in connection with the Business Combination EGM. Even if the Company were to obtain a fairness opinion, the Company does not expect that Public Shareholders would be entitled to rely on such opinion, nor would the Company take this into consideration when deciding which external expert to hire.

The outstanding Public Warrants and Founder Warrants may adversely affect the market price of the Public Shares and make it more difficult to complete the Initial Business Combination.

Immediately following the Offering, the Company will have 7,500,000 Public Warrants and 5,500,000 Founder Warrants outstanding, which will entitle the holders to purchase an aggregate of 13,000,000 Public Shares. Moreover, to the extent that the Company issues additional Public Shares as consideration in connection with the Initial Business Combination, the existence of outstanding Public Warrants and Founder Warrants could make the Company's offer less attractive to a target business because of the potential dilution following exercise of such Public Warrants and Founder Warrants on the shareholding in the Company that a seller obtains as consideration in the Initial Business Combination. The Public Warrants and the Founder Warrants could therefore make it more difficult to complete the Initial Business Combination or increase the purchase price sought by the sellers of a target business.

Public Shareholders' ability to exercise redemption rights with respect to a large number of the Public Shares may not allow the Company to complete the most desirable Initial Business Combination or optimise its capital structure.

At the time the Company enters into an agreement for its Initial Business Combination, the Company will not know how many Public Shareholders may exercise their redemption rights, and therefore will need to structure the transaction based on its expectations as to the number of Public Shares that will be submitted for redemption. There is no specified maximum redemption threshold (save that in no event will the Company redeem its Public Shares in an amount that would cause the Company's net tangible assets to be less than U.S.$5,000,001). If the Company's Initial Business Combination agreement requires it to use a portion of the cash in the Trust Account to pay the purchase price, or requires the Company to have a minimum amount of cash at closing, it will need to reserve a portion of the cash in the Trust Account to meet such requirements, or arrange for third party financing. In addition, if a larger number of Public Shares are submitted for redemption than the Company initially expected, it may need to restructure the transaction to reserve a greater portion of the cash in the Trust Account or arrange for third party financing. Raising additional third party financing may involve dilutive equity issuances (which the Company is able to do without requiring the prior approval of holders of its Ordinary Shares) or the incurrence of indebtedness at higher than desirable levels, potentially up to, in each case, an amount sufficient to offset the larger than expected number of Public Shares submitted for redemption. Furthermore, this dilution would increase to the extent that the anti-dilution provision of the Founder Shares results in the issuance of Public Shares on a greater than one-to-one basis upon conversion of the Founder Shares at the time of the Company's Initial Business Combination, with the result that the Founders will potentially experience significantly less dilution compared to Public Shareholders in such circumstances. In addition, the amount of the deferred underwriting commissions payable to the underwriters will not be adjusted for any Public Shares that are redeemed in connection with the Initial Business Combination. The per-Public Share amount the Company will distribute to Public Shareholders who properly exercise their redemption rights will not be reduced by the deferred underwriting commission and after such redemptions, the amount held in the Trust Account will continue to reflect the Company's obligation to pay the entire deferred underwriting commissions. The above considerations may limit the Company's ability to complete the most desirable Initial Business Combination available to it or optimise the Company's capital structure.

The Company may need to arrange third-party financing and there can be no assurance that it will be able to obtain such financing, which could compel the Company to restructure or abandon a particular proposed Initial Business Combination.

Although the Company has not yet identified any specific prospective target business and cannot currently predict the amount of additional capital that may be required, the net proceeds of the Offering and the sale of the Founder Warrants may not be sufficient to complete the Initial Business Combination. If the Company has insufficient funds available, the Company may be required to seek additional financing by issuing new equity or debt securities or securing debt financing. The Company may not receive sufficient support from its existing Shareholders to raise additional equity, and lenders may be unwilling to extend debt financing to the Company on attractive terms, or at all. If the Company incurs additional indebtedness in connection with the Initial Business Combination, the Company may face operating restrictions, which may impose limitations on the Company's flexibility in planning for and reacting to changes in its business and industry (including its ability to borrow additional amounts for expenses, capital expenditures, acquisitions and execution of its strategy), or a decline in post-combination operating results, due to increased interest expense. Further, the incurrence of

such additional indebtedness may adversely affect the Company's ability to access additional liquidity, particularly if there is an event of default under, or an acceleration of, the Company's existing indebtedness. The occurrence of any of these events may dilute the interests of Shareholders and/or materially adversely affect the Company's business, financial condition, results of operations and prospects (see also the section "*Proposed Business – Effecting the Initial Business Combination – Fair Market Value of potential target businesses*").

To the extent additional financing is necessary to complete the Initial Business Combination and such financing remains unavailable or only available on terms that are unacceptable to the Company, the Company may be required to either restructure or abandon the proposed Initial Business Combination, or proceed with the Initial Business Combination on less favourable terms, which may reduce the Company's return on investment. Even if additional financing is not required to complete the Initial Business Combination, the Company may subsequently require such financing to implement operational improvements in the target business. The failure to secure additional financing or to secure such additional financing on terms acceptable to the Company could have a material adverse effect on the continued development or growth of the target business. The Founders or any other party are not required to, and do not intend to, provide any financing to the Company in connection with, or following, the Initial Business Combination. In any event, the proposed funding of the consideration to be paid for the Initial Business Combination will be disclosed in the relevant press release and/or the shareholder circular or combined circular and prospectus published in connection with the Business Combination EGM (see the section "*Proposed Business – Shareholders' approval of the Initial Business Combination*").

The key personnel of a target business may resign upon completion of the Company's Initial Business Combination.

The role of a target business's key personnel upon the completion of the Company's Initial Business Combination cannot be ascertained at this time. Although the Company contemplates that certain members of a target business's management team will remain associated with the target business following the Initial Business Combination, it is possible that members of the management of a target business will not wish to remain in place. The loss of an Initial Business Combination target's key personnel could negatively impact the operations and profitability of the Company's post-Initial Business Combination business.

The Company may be subject to foreign investment and exchange risks.

The Company's functional and presentational currency is U.S. dollars. As a result, the Financial Statements will carry the Company's balance sheet in U.S. dollars and future financial statements of the Company will carry the Company's operating results in U.S. dollars as well. Any target business with which the Company pursues its Initial Business Combination may denominate its financial information in a currency other than U.S. dollars, conduct operations or make sales in currencies other than U.S. dollars. When consolidating a business that has functional currencies other than the U.S. dollars, the Company will be required to translate, *inter alia*, the balance sheet and operational results of such business into U.S. dollars. Due to the foregoing, changes in exchange rates between U.S. dollars and other currencies could lead to significant changes in the Company's reported financial results from period to period. Among the factors that may affect currency values are trade balances, levels of short-term interest rates, differences in relative values of similar assets in different currencies, long-term opportunities for investment and capital appreciation and political or regulatory developments. Although the Company may seek to manage its foreign exchange exposure, including by active use of hedging and derivative instruments, there is no assurance that such arrangements will be entered into or available at all times when the Company wishes to use them or that they will be sufficient to cover the risk. The Company being subject to foreign investment and exchange risks could adversely impact the business, financial condition, results of operations and prospects of the Company.

The Company may be qualified as an alternative investment fund.

The Company believes that it does not qualify as an investment undertaking known as an "AIF" under the European Alternative Investment Fund Managers Directive (2011/61/EU) (the "**AIFMD**") or similar legislation enacted in the UK and has not been and will not be registered or subject to the supervision of a national regulator. This is because until the Initial Business Combination, the Company will pursue a commercial strategy rather than an investment purpose and will not invest the proceeds of the Offering, and after the Initial Business Combination, it will merge with the target or become a holding company of business operations and as such fall outside the scope of the AIFMD. The Company also does not intend to become an AIF and will only complete its Initial Business Combination if the Company is not required to register as an AIF. There is however no

definitive guidance from national or EU-wide regulators as to whether special purpose acquisition companies like the Company qualify as AIFs and whether they are subject to the national legislation implementing the AIFMD in any relevant EU member state or in the UK. As such, a national regulator may, in the future, find that the Company qualifies as an AIF, in which case the Company could be subject to regulatory censure or other penalties and could be required to obtain a licence and comply with requirements relating to the appointment of an AIF manager and other external service providers, risk management, minimum capital, the provision of information, governance and other matters, compliance with which may be burdensome, may materially increase the Company's governance and administration expenses, and may make it difficult for the Company to conduct its business or complete its Initial Business Combination. Any of the foregoing could have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

RISKS RELATED TO THE MEMBERS OF THE BOARD AND/OR THE FOUNDERS

Past performance by the Company's management team and their affiliates, including investments and transactions in which they have participated and businesses with which they have been associated, may not be indicative of future performance of an investment in the Company.

Information regarding the Company's management team and their affiliates, including investments and transactions in which they have participated and businesses with which they have been associated, is presented for informational purposes only. Any past experience and performance by the Company's management team and their affiliates and the businesses with which they have been associated, is not a guarantee that the Company will be able to successfully identify a suitable candidate for the Initial Business Combination (see also, "*There is no assurance that the Company will identify suitable Initial Business Combination opportunities by the Business Combination Deadline, which could result in a loss of part of the Public Shareholders' investment" and "The Company may face significant competition for Initial Business Combination opportunities*"), that the Company will be able to provide positive returns to its Shareholders, or of any results with respect to any Initial Business Combination the Company may consummate (see also: "*Even if the Company completes its Initial Business Combination, any operating improvements proposed and implemented may not be successful and they may not be effective in increasing the valuation of any business acquired and may in some circumstances fail to prevent or cause the decline in value of any business acquired*"). None of the historical information contained in this Prospectus regarding the Company's management team and their affiliates is directly comparable to the Company's business or the returns that it may generate after completion of the Initial Business Combination and accordingly investors should not rely on the historical experiences of the Company's management team and their affiliates, including investments and transactions in which they have participated and businesses with which they have been associated, as indicative of the future performance of an investment in the Company or as indicative of every prior investment by each of the members of the Company's management team or their affiliates since their return may be adversely affected. Therefore, when making an investment decision, investors will have limited data to assist them in evaluating the future performance of the Company (see also "*The Company is a newly formed entity with no operating history and the Company has not generated and currently does not generate any revenues, and as such, prospective investors have no basis on which to evaluate the Company's performance and ability to achieve its business objective.*").

The Company is dependent upon its directors to identify potential Initial Business Combination opportunities and to execute the Initial Business Combination and their loss could adversely affect the Company's ability to operate.

The Company's operations are dependent upon a relatively small group of individuals and, in particular, its Directors. The Directors shall propose an Initial Business Combination to the Shareholders at the Business Combination EGM. The Company believes that its success depends on the continued service of its directors, at least until it has completed its Initial Business Combination. In addition, the Company's directors are not required to commit any specified amount of time to the Company's affairs and, accordingly, will have conflicts of interest in allocating their time among various business activities, including identifying potential Initial Business Combinations and monitoring the related due diligence. The Company does not have an employment agreement with, or key-man insurance on the life of, any of its directors or officers. The unexpected loss of the services of one or more of the Company's directors or officers could have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

The Company's key personnel may negotiate employment or consulting agreements with a target business in connection with a particular Initial Business Combination, and a particular Initial Business Combination may be conditioned on the retention or resignation of such key personnel. These agreements may provide for them to receive compensation following the Company's Initial Business Combination and as a result, may cause them to have conflicts of interest in determining whether a particular Initial Business Combination is the most advantageous.

The Company's key personnel may be able to remain with the Company after the completion of its Initial Business Combination only if the key personnel are able to negotiate employment or consulting agreements in connection with the Initial Business Combination. Such negotiations would take place simultaneously with the negotiation of the Initial Business Combination and could provide for such individuals to receive compensation in the form of cash payments and/or the Company's securities for services they would render to the Company after the completion of the Initial Business Combination. Such negotiations also could make such key personnel's retention or resignation a condition to any such agreement. The personal and financial interests of such individuals may influence their motivation in identifying and selecting a target business, subject to their fiduciary duties under Cayman Islands law, and there is a risk that such individual considerations will give rise to a conflict of interest on the part of the Company's key personnel in their decision to proceed with the Initial Business Combination.

The Company's directors will allocate their time to other businesses thereby causing conflicts of interest in their determination as to how much time to devote to the Company's affairs. Such conflicts of interest could have a negative impact on the Company's ability to complete its Initial Business Combination.

The Company's directors are not required to, and will not, commit their full time to the Company's affairs, which may result in a conflict of interest in allocating their time between the Company's operations and its search for an Initial Business Combination candidate and their other businesses. The Company does not intend to have any full-time employees prior to the completion of its Initial Business Combination. Each of the Company's directors is engaged in other business endeavors for which they may be entitled to substantial compensation, and the Company's directors are not obligated to contribute any specific number of hours per week to the Company's affairs. The Company's directors also serve as officers and board members for other entities. If the Company's directors' other business affairs require them to devote substantial amounts of time to such affairs in excess of their current commitment levels, it could limit their ability to devote time to the Company's affairs which may have a negative impact on the Company's ability to complete its Initial Business Combination. For a complete discussion of the Company's directors' other business affairs, please see "*Management, Employees and Corporate Governance – Conflicts of interest*" and "*Proposed Business—The Company's Board of Directors and Founders*".

The Company's directors presently have, and any of them in the future may have, additional fiduciary or contractual obligations to other entities and, accordingly, may have conflicts of interest in determining to which entity a particular business opportunity should be presented.

Following the completion of the Offering and until the Company consummates its Initial Business Combination, the Company intends to engage in the business of identifying and combining with a target business. Each of the Directors presently has, and any of them in the future may have, additional fiduciary or contractual obligations to other entities pursuant to which such officer or director is or will be required to present an Initial Business Combination opportunity to such entities. Accordingly, they may have conflicts of interest in determining to which entity a particular business opportunity should be presented. These conflicts may not be resolved in the Company's favour and a potential target business may be presented to another entity prior to its presentation to the Company, subject to their fiduciary duties under Cayman Islands law. The Company's Articles of Association provide that the Company renounces its interest in any corporate opportunity offered to any director or officer unless such opportunity is expressly offered to such person solely in their capacity as a director or officer of the Company and it is an opportunity that the Company is able to complete on a reasonable basis. In addition, the Founders and the Company's directors may sponsor or form other SPACs similar to the Company or may pursue other business or investment ventures during the period in which the Company is seeking its Initial Business Combination. Any such companies, businesses or investments may present additional conflicts of interest in pursuing the Initial Business Combination. For a complete discussion of the Company's officers' and directors' business affiliations and the potential conflicts of interest that investors should be aware of, please

see "*Management, Employees and Corporate Governance – Conflicts of Interest*" and "*Current Shareholders and Related Party Transactions – Related Party Transactions*".

The Company may engage in an Initial Business Combination with a target business that has relationships with entities that may be affiliated with the Founders, officers, or directors which may raise potential conflicts of interest.

The Company has not adopted a policy that expressly prohibits its directors, officers, security holders or affiliates from having a direct or indirect pecuniary or financial interest in any investment to be acquired or disposed of by the Company or in any transaction to which the is a party or has an interest. In light of the involvement of the Founders and directors with other entities, the Company may decide to acquire a business affiliated with the Founders, officers, directors or existing holders. The Company's directors also serve as officers and board members for other entities, including, without limitation, those described under "*Management, Employees and Corporate Governance —Members of the Board – Conflicts of Interest*". Such entities may compete with the Company for Initial Business Combination opportunities. Although there have been no discussions concerning an Initial Business Combination with any affiliated entities, the Company would pursue such a transaction if it determined that such affiliated entity met the Company's criteria for its Initial Business Combination as set forth in "*Proposed Business—Initial Business Combination Criteria*" and such transaction was approved by the Required Majority at the Business Combination EGM, subject to certain exceptions as set out in this Prospectus. Despite these measures, potential conflicts of interest still may exist and, as a result, the terms of the Initial Business Combination may not be as advantageous to the Public Shareholders as they would be absent any conflicts of interest. Further, a conflict of interest or other factor could impact the ability of one or more of the Founders, officers or directors to be involved in the Initial Business Combination, or to remain involved in the combined business following the Initial Business Combination and hence could adversely affect the Company's ability to operate. See also "*The Company is dependent upon its directors to identify potential Initial Business Combination opportunities and to execute the Initial Business Combination and their loss could adversely affect the Company's ability to operate.*"

Since the Founders will lose their entire investment in the Company if the Company's Initial Business Combination is not completed (other than with respect to Public Shares they may acquire during or after the Offering), a conflict of interest may arise in determining whether a particular Initial Business Combination target is appropriate for the Company's Initial Business Combination.

Following its incorporation, on 1 March 2021 the Founders paid U.S.$25,000, or U.S.$0.0067 per Founder Share, to cover a portion of the Company's Offering Costs and formation costs in exchange for 7,500,000 Founder Shares, of which the Founders will forfeit prior to the Settlement Date, at no cost, 3,750,000 Founder Shares and transfer 375,000 Founder Shares to each of the Anchor Investors on the Settlement Date, such that immediately following such forfeiture and transfer, the Founders will hold 3,000,000 Founder Shares, representing an aggregate of 16% of the issued and outstanding Ordinary Shares of the Company immediately following the Offering. Prior to the initial investment in the Company of U.S.$25,000, by the Founders, the Company had no assets, tangible or intangible. The Founder Shares will be worthless if the Company does not complete its Initial Business Combination. In addition, the Founders have committed to purchase an aggregate of 4,400,000 Founder Warrants for an aggregate purchase price of U.S.$4,400,000, or U.S.$1.00 per Founder Warrant. The Founder Warrants will also be worthless if the Company does not complete its Initial Business Combination. The personal and financial interests of the Founders may influence their motivation in identifying and selecting a target business, completing the Initial Business Combination and influencing the operation of the business following the Initial Business Combination, and the Founders may be incentivized to focus on completing the Initial Business Combination in order to protect and realise the value of their investment in the Founder Shares and the Founder Warrants rather than critically selecting the most appropriate target business. The Founders may cause the Company to propose an Initial Business Combination that would mitigate their own potential financial losses but cause the investment of other investors to be worth less than they would receive in the event of a liquidation. Such investors could of course redeem their Public Shares if they believed this was the case. Public Warrantholders however cannot redeem their Public Warrants in connection with the Initial Business Combination. This risk may become more acute as the Business Combination Deadline nears or if overall market conditions deteriorate. Furthermore, as the Founder Shares were purchased by the Founders at close to their nominal value, any decline in the market price of the Public Shares after conversion of the Founder Shares on completion of the Initial Business Combination would have significantly less impact on the

Founders than on Public Shareholders who purchased Units at the Offer Price of U.S.$10.00 per Unit or Public Shares at the market price prior to any such decline.

Future sales or the possibility of future sales of a substantial number of Public Shares by the Founders and the Anchor Investors may adversely affect the market price of the Public Shares and Public Warrants.

Pursuant to the Insider Letter, the Founders have agreed to lock-up undertakings with the Company with respect to the Founder Shares and Founder Warrants held by them and any Public Shares issued upon conversion or exercise thereof, pursuant to which the Founders are subject to customary restrictions on transfer or disposal:

(a) in the case of the Founder Shares, until the earlier of (i) three years after the completion of the Initial Business Combination, or earlier if, subsequent to the Initial Business Combination, the closing price of the Public Shares equals or exceeds U.S.$15.00 per Public Share (as adjusted for share sub-divisions, share capitalisations, reorganisations, recapitalisations and the like) for any 20 trading days within any 30-trading day period commencing at least 24 months after the Initial Business Combination; and (ii) the date following the completion of the Initial Business Combination on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Shareholders having the right to exchange their Ordinary Shares for cash, securities or other property; and

(b) in the case of the Founder Warrants and any Public Shares issuable upon conversion or exercise thereof, until 30 days after the completion of the Initial Business Combination,

in each case, subject to customary exemptions, (together, the "**Founder Lock-up Periods**").

Pursuant to the Anchor Investment Agreements, the Anchor Investors have agreed to lock-up undertakings with the Company with respect to the Founder Shares and Founder Warrants held by them and any Public Shares issued upon conversion or exercise thereof, pursuant to which the Anchor Investors are subject to customary restrictions on transfer or disposal:

(a) in the case of the Founder Shares, until 180 days after the completion of the Initial Business Combination; and

(b) in the case of the Founder Warrants and any Public Shares issuable upon conversion or exercise thereof, until 30 days after the completion of the Initial Business Combination,

in each case, subject to customary exemptions, (together, the "**Anchor Investor Lock-up Periods**", and the Founder Lock-up Periods and the Anchor Investor Lock-up Periods together, the "**Lock-up Periods**").

The lock-up undertakings and exemptions are described in the section "*Current Shareholders and Related Party Transactions*".

The lock-up undertakings restrict the Founders' and the Anchor Investors' ability to sell the Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof, during the Lock-Up Periods, but have no effect after the Lock-Up Periods have lapsed. Immediately after the relevant Lock-Up Periods have lapsed, the Founders and the Anchor Investors may sell their Public Shares in the public market in accordance with applicable law. Furthermore, the Founders' lock-up undertakings may be waived with the prior written consent of the Underwriter, the Anchor Investors' lock-up undertakings may be waived with the prior written consent of the Company and the Founders, and the Insider Letter and the Anchor Investment Agreements may be amended without Shareholder approval (see "*The Company's Insider Letter and the Anchor Investment Agreements may be amended without Shareholder approval*"). In addition, as is the case with other Public Shareholders, the Anchor Investors are not subject to any lock-up restrictions with respect to the Public Shares and Public Units that they purchase in the Offering.

The market price of the Public Shares and Public Warrants could decline if, following the Offering, a substantial number of Public Shares or Public Warrants are sold by the Founders and/or the Anchor Investors, or if there is a perception that such sales could occur. Furthermore, a sale of Public Shares or Public Warrants by the Founders could be considered as a lack of confidence in the performance and prospects of the Company and could cause the market price of the Public Shares and Public Warrants to decline. In addition, such sales could make it more difficult for the Company to raise capital through the issuance of equity securities in the future.

The Company's Insider Letter and the Anchor Investment Agreements may be amended without Shareholder approval.

The Company's Insider Letter with the Founders and Directors contains provisions relating to transfer restrictions of the Founder Shares and Founder Warrants held by the Founders, waiver of redemption rights and participation in liquidating distributions from the Trust Account. The Insider Letter may be amended without Shareholder approval (although releasing the parties from the restriction not to transfer Public Shares, Founder Shares, Public Warrants or Founder Warrants for 180 days following the date of this Prospectus will require the prior written consent of the Bookrunner). The Anchor Investment Agreements contain provisions relating to transfer restrictions of the Founder Shares and Founder Warrants held by the Anchor Investors. The Anchor Investment Agreements may be amended without Shareholder approval. While the Company does not expect the Board to approve any amendment to the Insider Letter or the Anchor Investment Agreements prior to the Initial Business Combination, it may be possible that the Board, in exercising its business judgement and subject to its fiduciary duties, chooses to approve one or more amendments to the Insider Letter and/or one or both of the Anchor Investment Agreements. Any such amendments to the Insider Letter or Anchor Investment Agreements would not require approval from Shareholders and any future sales or the possibility of future sales of Public Shares by the Founders and the Anchor Investors may have an adverse effect on the value of an investment in the Company's securities (see "*Future sales or the possibility of future sales of a substantial number of Public Shares by the Founders and the Anchor Investors may adversely affect the market price of the Public Shares and Public Warrants*").

RISKS RELATED TO THE AMOUNT PUBLIC SHAREHOLDERS RECEIVE PER PUBLIC SHARE IN THE EVENT OF LIQUIDATION BEFORE THE BUSINESS COMBINATION DEADLINE

If the Company is liquidated before the Business Combination Deadline and distributes the amounts held in the Trust Account as liquidation proceeds, Public Shareholders could receive less than U.S.$10.00 per Public Share or nothing at all. In addition, it is difficult to predict when the amounts held in the Trust Account (if any) will be returned to the Public Shareholders.

If the Company is liquidated before the Business Combination Deadline, the liquidation proceeds per Public Share could be less than U.S.$10.00 or even zero (see also, "*If third parties bring claims against the Company, the amounts held in the Trust Account could be reduced and the Public Shareholders could receive less than U.S.$10.00 per Public Share or nothing at all*") and the Public Warrants will expire without value (see the section "*Proposed Business—Effecting the Initial Business Combination—Redemption of Public Shares and liquidation if no Initial Business Combination*"). In the event the Company does not complete its Initial Business Combination by the Business Combination Deadline at the latest, it will be liquidated. Therefore, risks relating to the Company being able to identify suitable Initial Business Combination opportunities by the Business Combination Deadline have a direct impact on the probability of the liquidation of the Company (see also "*—There is no assurance that the Company will identify suitable Initial Business Combination opportunities by the Business Combination Deadline, which could result in a loss of part of the Public Shareholders' investment*"). Additionally, the Company is unable to predict the amount of time that would be involved for the liquidation. As a result, the timing of payments to be made to the Public Shareholders (if any) from the funds held in the Trust Account cannot be given with certainty and Public Shareholders cannot anticipate if and when any funds would be returned. This could have a material adverse effect for the Public Shareholders on the availability to pursue any alternative investment where the liquidation proceeds per Public Share could potentially generate any return on investment.

If third parties bring claims against the Company, the amounts held in the Trust Account could be reduced and the Public Shareholders could receive less than U.S.$10.00 per Public Share or nothing at all.

Although it is intended that the Company will hold 100% of the proceeds from the Offering in the Trust Account, this may not protect those funds from third-party claims. There is no guarantee that all prospective target businesses, sellers or service providers appointed by the Company will agree to execute agreements with the Company waiving any right, title, interest or claim of any kind in or to any amounts held in the Trust Account, or if executed, that this will prevent such parties from making claims against the Trust Account. The Company may also be subject to claims from tax authorities or other public bodies that will not agree to limit their recourse to funds held by the Company outside the Trust Account. Accordingly, the amounts held in the Trust Account

may be subject to claims which take priority over the claims of the Public Shareholders and, as a result, the per-Public Share liquidation amount could be less than U.S.$10.00 or even zero due to claims of such creditors (see the section "*Proposed Business—Effecting the Initial Business Combination—Redemption of Public Shares and liquidation if no Initial Business Combination*").

If, after the Company distributes the proceeds in the Trust Account to its Public Shareholders, the Company files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against the Company that is not dismissed, a bankruptcy or insolvency court may seek to recover such proceeds from the Public Shareholders, and the members of the Board may be viewed as having breached their fiduciary duties to the Company's creditors, thereby exposing the members of the Board and the Company to claims of punitive damages.

If, after the Company distributes the proceeds in the Trust Account to its Public Shareholders, the Company files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against the Company that is not dismissed, any distributions received by Public Shareholders could be viewed under applicable debtor/creditor and/or bankruptcy laws as either a "preferential transfer" or a "fraudulent conveyance." In addition, the Board may be viewed as having breached its fiduciary duty to its creditors and/or having acted in bad faith, thereby exposing itself and the Company to claims of punitive damages, by paying Public Shareholders from the Trust Account prior to addressing the claims of creditors. As a result, a bankruptcy or insolvency court could seek to recover some or all amounts received by the Public Shareholders.

If, before distributing the proceeds in the Trust Account to the Public Shareholders, the Company files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against the Company that is not dismissed, the claims of creditors in such proceeding may have priority over the claims of the Public Shareholders and the per-Public Share amount that would otherwise be received by the Public Shareholders in connection with the Company's liquidation may be reduced.

If, before distributing the proceeds in the Trust Account to the Public Shareholders, the Company files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against the Company that is not dismissed, the proceeds held in the Trust Account could be subject to applicable bankruptcy law, and may be included in the Company's bankruptcy estate and subject to the claims of third parties with priority over the claims of the Public shareholders. To the extent any bankruptcy claims deplete the Trust Account, the per-Public Share amount that would otherwise be received by the Public Shareholders in connection with the Company's liquidation may be reduced.

The Public Shareholders may be held liable for claims by third parties against the Company to the extent of distributions received by them upon redemption of their Public Shares.

If the Company is forced to enter into an insolvent liquidation, any distributions received by Public Shareholders could be viewed as an unlawful payment if it was proved that immediately following the date on which the distribution was made, the Company was unable to pay its debts as they fall due in the ordinary course of business. As a result, a liquidator could seek to recover some or all amounts received by the Public Shareholders. Furthermore, the Directors may be viewed as having breached their fiduciary duties to the Company or its creditors and/or may have acted in bad faith, thereby exposing themselves and the Company to claims, by paying Public Shareholders from the Trust Account prior to addressing the claims of creditors. The Company cannot assure investors that claims will not be brought against it for these reasons or that, in connection with such claims, third parties will not seek to hold the Public Shareholders liable to the extent of distributions received by them upon redemption of their Public Shares, which could in turn reduce the amount that would otherwise be received by them in connection with such redemption. The Company and its directors and officers who knowingly and wilfully authorised or permitted any distribution to be paid out of its share premium account while the Company was unable to pay its debts as they fall due in the ordinary course of business would be guilty of an offence and may be liable to a fine of approximately U.S.$18,000 and to imprisonment for five years in the Cayman Islands.

If prior to completion of the Initial Business Combination the Trust Account bears a negative rate of interest, the proceeds held in the Trust Account could be reduced such that the per-Public Share redemption amount received by Public Shareholders may be less than U.S.$10.00 per Public Share.

The proceeds held in the Trust Account will be held in cash in a US Dollar denominated account which currently yields a positive rate of interest based on the Effective Federal Funds Rate. However, in recent years, central banks in Europe and Japan have pursued interest rates below zero, and the Open Market Committee of the Federal Reserve has not ruled out the possibility that it may in the future adopt similar policies in the United States. In the event that the Company does not complete its Initial Business Combination, its Public Shareholders are entitled to receive their pro-rata share of the proceeds held in the Trust Account. If the Open Market Committee of the Federal Reserve were to implement negative interest rates in advance of the Initial Business Combination, such negative interest rates could reduce the quantum of the proceeds held in the Trust Account such that the per-Public Share redemption or liquidation amount (as appropriate) received by Public Shareholders may be less than U.S.$10.00 per Public Share.

RISKS RELATED TO THE TYPE OF INDUSTRY OF THE TARGET

The Company may become subject to the following risks if it completes its Initial Business Combination with a target business operating in certain types of industries:

The industry may be highly competitive.

If the industry in which the target business operates is highly competitive, the ability of the target business to remain successful after the Initial Business Combination Completion Date will depend on its capacity to offer quality, value and efficiency comparable to that of similar businesses. Such success will depend on, among other factors, the ability of the target business to continue to compete successfully with other well-established or new market players and to respond to changes introduced by these other players, which may involve the introduction of new technologies and services, modifications to customer offers and pricing, improvements to levels of quality, reliability and customer service or changes to the structure of the target business including via other business combinations. Failure to successfully compete for the target business's share of revenue, while maintaining adequate margins, could adversely impact the business, development, financial condition, results of operations and prospects of the target business and, as a consequence, of the Company as well.

Investing in businesses in the digital and technology industries in the wider EMEA region may subject the Company to uncertainties that could increase its costs to comply with regulatory requirements in foreign jurisdictions, disrupt its operations and require increased focus from its management.

The target business could provide services to clients located in various international locations and may be subject to many local and international regulations. International operations and business expansion plans in the wider EMEA region are subject to numerous additional risks, including:

- economic and political risks in foreign jurisdictions in which the target business may operate or seek to operate;
- difficulties in enforcing contracts and collecting receivables through foreign legal systems;
- differences in foreign laws and regulations, including foreign tax, intellectual property, privacy, labour and contract law, as well as unexpected changes in legal and regulatory requirements; and
- differing technology standards and pace of adoption.

To comply with local and international regulations, the target business may have to incur additional costs, which could in turn have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

Investments in certain industries could be highly regulated and subject to governmental and regulatory restrictions.

Although the Company expects to focus on acquiring a target business in Europe or the wider EMEA region active in the digital and technology sector the Company cannot predict whether or when future legislative or regulatory actions may be taken, or what impact, if any, actions taken to date or in the future could have on the target business and the Company's business, financial condition, results of operations and prospects.

The acquisition of a target business operating in certain industries (such as fintech and media) may require authorisations from governmental and regulatory authorities, such as competition and financial markets authorities. In order to obtain such authorisations, the Company may be bound by various undertakings imposed by local regulations and/or governmental and regulatory authorities, which may undermine either the financial or strategic rationale of the Initial Business Combination. For example, in the fintech industry, regulatory agencies have administrative power over many aspects of the business, which may include liquidity, solvency, capital adequacy and permitted investments, ethical issues, anti-money laundering, anti-terrorism measures, privacy, record keeping, product and sale suitability, and marketing and sales practices, and the internal governance practices.

Similar laws may apply in other industries where the target business operates and may therefore restrict the ability of the Company to invest in such target business. The Company may need to invest substantial resources, including advisor fees and opportunity costs, in pursuit of its Initial Business Combination with such a regulated target business, this may affect a Public Shareholder's return following the Initial Business Combination.

Security breaches and attacks against target business's technology systems, and any potential resulting breach or failure to otherwise protect confidential and proprietary information, could damage the target business's reputation and negatively impact its business, as well as materially and adversely affect its financial condition, results of operations and prospects.

The target business's information technology systems will likely contain personal, financial or other information pertaining to customers, consumers and employees. They could also contain proprietary and other confidential information related to the business of the target business, such as business plans, development initiatives and designs, sensitive contractual information, and other confidential information. Multiple companies in a wide variety of industries have recently been subject to security breaches resulting from phishing, whaling and other malware attacks as well as other attacks intended to induce fraudulent payments and transfers. To the extent the target business or a third party were to experience a material breach of in its information technology systems that result in the unauthorised access, theft, use, destruction or other compromises of customers', consumers' or employees' data or confidential information of the target business stored in such systems or in fraudulent payments or transfers, including through cyberattacks or other external or internal methods, it could result in a material loss of revenues from the potential adverse impact to the target business's reputation and brand, its ability to retain or attract new customers, consumers and the potential disruption to its business and plans.

Such security breaches could also result in a violation of applicable privacy and other laws, and subject the target business and the Company to private consumer, business partner, or securities litigation and governmental investigations and proceedings, any of which could result in the target business and the Company being exposed to material civil or criminal liability. For example, in the European Union the General Data Protection Regulation (the "**GDPR**") requires companies to meet new requirements regarding the processing of personal data, including its use, protection and transfer and the ability of persons whose data is stored to correct or delete such data. The GDPR also confers a private right of action on certain individuals and associations.

Compliance with the GDPR and other applicable international privacy, cybersecurity and related laws can be costly and time consuming. Significant capital investments and other expenditures could also be required to remedy cybersecurity problems and prevent future breaches, including costs associated with additional security technologies, personnel, experts and credit monitoring services for those whose data has been breached. The investments in setting up and protecting information technology systems, which can be material, could materially and adversely affect the Company's financial condition and results of operations in the period in which they are incurred and may not meaningfully limit the success of future attempts to breach such systems.

The profitability of the target business may depend on its ability to protect its intellectual property efficiently.

The target business may significantly depend on its intellectual property, including its valuable brands, content, services and internally developed technology. Unauthorised parties may attempt to copy or otherwise unlawfully obtain and use the target business's content, services, technology and other intellectual property. Advancements in technology have made the unauthorised duplication and wide dissemination of content easier, making the enforcement of intellectual property rights more challenging. The target business may be unable to procure, protect and enforce the entirety of its intellectual property rights, including maintaining and monetising the intellectual property rights to its content, and may not realise the full value of these assets, which could have an adverse effect on the target business's profitability.

RISKS RELATING TO THE PUBLIC SHARES AND PUBLIC WARRANTS

The determination of the Offer Price of the Units and the size of the Offering is more arbitrary than the pricing of securities and the determination of the size of an offering of an operating company in a particular industry. Therefore, prospective investors and holders of the Public Shares and Public Warrants may have less assurance that the Offer Price of the Units paid by them properly reflects the value of such Units than they would have in a typical offering of an operating company.

Prior to the Offering, there has been no public market for any of the Company's securities. The Offer Price of the Units, the terms of the Units and the size of the Offering have been determined by the Company with regards to its estimation of the amount it believes it could reasonably raise and to several other factors, including:

- the history and prospects of companies whose principal business is the acquisition of other companies;
- prior offerings of those companies;
- the Company's prospects for acquiring a stake in a target business at attractive terms;
- the Company's capital structure;
- an assessment of the Company's management and its experience in identifying operating companies;
- general conditions of securities markets at the time of the Offering;
- review of debt to equity ratios in leveraged transactions; and
- other factors as were deemed relevant.

Although these factors were considered, the determination of the Offer Price is more arbitrary than the pricing of securities of an operating company in a particular industry since the Company has no historical operations or financial results. Therefore, prospective investors and holders of the Public Shares and Public Warrants may have less assurance that the Offer Price of the Units paid by them properly reflects the value of such Units than they would have in a typical offering of an operating company.

There is a risk that the market for the Public Shares or the Public Warrants will not be active and liquid, which may adversely affect the liquidity and price of the Public Shares and the Public Warrants.

There is currently no market for the Public Shares and the Public Warrants. Therefore, investors cannot benefit from information about prior market history when making their decision to invest. The price of the Public Shares and the Public Warrants after the Offering may vary due to general economic conditions and forecasts, the Company's and/or the target business's general business condition and the release of financial information by the Company and/or the target business. Although the current intention of the Company is to maintain an admission to listing and trading on Euronext Amsterdam for each of the Public Shares and the Public Warrants, there can be no assurance that the Company will be able to do so in the future. Further, if the Company were to transfer the Public Shares and Public Warrants to a new trading venue in the future, there can be no assurance that any such new trading venue would offer the same level of trading activity and liquidity. In addition, the market for the Public Shares and the Public Warrants may not develop towards an active trading market or such development may not be maintained. Investors may be unable to sell their Public Shares and/or Public Warrants unless a viable market can be established and maintained.

If holders of the Public Shares or Public Shareholders acting in concert are deemed to hold in excess of 20% of the Public Shares, such Public Shareholders will lose the ability to redeem all such Public Shares in excess of 20% of the Public Shares.

The Articles of Association provide that a Public Shareholder, together with any affiliate of such Public Shareholder, or any other person with whom such Public Shareholder is acting in concert (as defined under the Dutch Financial Supervision Act), will be restricted from redeeming its Public Shares with respect to more than an aggregate of 20% of the Public Shares without the Company's prior consent. However, the Company would not be restricting Public Shareholders' ability to vote all of their Public Shares for or against an Initial Business Combination. A Public Shareholder's inability to redeem greater than 20% of their Public Shares will reduce

the ability of a small group of holders of Public Shares to block the Company's ability to complete an Initial Business Combination, particularly in connection with an Initial Business Combination with a target that requires as a closing condition that the Company has a minimum amount of cash at the time of the Initial Business Combination. Holders of Public Shares could suffer a material loss on their investment if they sell any shares in excess of the 20% in open market transactions. Additionally, Public Shareholders will not receive redemption distributions with respect to shares they hold in excess of the 20% threshold if the Company completes an Initial Business Combination. And as a result, Public Shareholders will continue to hold excess shares, being that number of Public Shares exceeding 20% and, in order to dispose of such excess shares, would be required to sell in open market transactions, potentially at a loss. See the section "*Proposed Business—Limitation on redemption rights of Public Shareholders holding more than 20% of the Public Shares*" for further information.

The Company may issue additional Ordinary Shares to complete its Initial Business Combination or under an employee incentive plan after completion of its Initial Business Combination. The Company may also issue Public Shares upon the conversion of the Founder Shares at a ratio greater than one-to-one at the time of its Initial Business Combination as a result of the anti-dilution provisions as set forth herein. Any such issuances would dilute the interest of the Shareholders and likely present other risks.

The Company may issue a substantial number of additional Ordinary Shares to complete its Initial Business Combination or under an employee incentive plan after completion of its Initial Business Combination. The Company may also issue Public Shares upon the conversion of the Founder Shares at a ratio greater than one-to-one at the time of its Initial Business Combination as a result of the anti-dilution provisions as set forth therein. However, the Company's Articles of Association provide, among other things, that prior to its Initial Business Combination, the Company may not issue additional shares that would entitle the holders thereof to (i) receive funds from the Trust Account or (ii) vote on any Initial Business Combination. These provisions of the Company's Articles of Association, like all provisions of the Company's Articles of Association, may be amended with a Shareholder vote. The issuance of additional Ordinary Shares:

- may significantly dilute the equity interest of investors in the Offering;
- could cause a change in control if a substantial number of Ordinary Shares are issued, which could, among other things, result in the resignation or removal of the Company's present directors; and
- may adversely affect prevailing market prices for the Public Shares and/or Public Warrants.

The Public Warrants can only be exercised during the Exercise Period and to the extent a Public Warrantholder has not exercised its Public Warrants before the end of the Exercise Period such Public Warrants will lapse without value.

Investors should be aware that the subscription rights attached to the Public Warrants are exercisable only during the Exercise Period. To the extent a Public Warrantholder has not exercised its Public Warrants before the end of the Exercise Period such Public Warrants will lapse without value. Any Public Warrants not exercised on or before the final exercise date for the Public Warrants will lapse without any payment being made to the holders of such Public Warrants and will, effectively, result in the loss of the holder's entire investment in relation to the Public Warrants. The market price of the Public Warrants may be volatile and there is a risk that they may become valueless.

The Company may redeem unexpired Public Warrants prior to their exercise at a time that is disadvantageous to Public Warrantholders, thereby making the Public Warrants worthless.

The Company has the ability to redeem outstanding Public Warrants at any time after they become exercisable and prior to their expiration, at a price of U.S.$0.01 per Public Warrant, *provided that* the closing price of the Public Shares equals or exceeds U.S.$18.00 per share (as adjusted for share sub-divisions, share capitalisations, reorganisations, recapitalisations and the like) 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 gives proper notice of such redemption to the Public Warrantholders and provided other conditions are met in accordance with the terms and conditions of the Public Warrants as set out in this Prospectus.

Redemption of the outstanding Public Warrants could force Public Warrantholders to:

- exercise their Public Warrants and pay the Exercise Price therefor at a time when it may be disadvantageous for them to do so;
- sell their Public Warrants at the then-current market price when they might otherwise wish to hold their Public Warrants, or
- accept the nominal redemption price which, at the time the outstanding Public Warrants are called for redemption, is likely to be substantially less than the market value of their Public Warrants.

In addition, the Company has the ability to redeem the outstanding Public Warrants at any time after they become exercisable and prior to their expiration, at a price of U.S.$0.10 per warrant upon a minimum of 30 days' prior written notice of redemption; *provided that* the closing price of the Company's Public Shares equals or exceeds U.S.$10.00 per Public Share (as adjusted for adjustments to the number of Public Shares issuable upon exercise or the Exercise Price of a Public Warrant as described under the heading "*Description of Share Capital and Corporate Structure —Public Warrants — Anti-dilution Adjustments*") for any 20 trading days within a 30 trading-day period ending on the third trading day prior to proper notice of such redemption and *provided that* other conditions are met in accordance with the terms and conditions of the Public Warrants as set out in this Prospectus, including that holders will be able to exercise their Public Warrants prior to redemption for a number of Public Shares determined based on the redemption date and the fair market value of the Public Shares. Please see "*Description of Share Capital and Corporate Structure—Public Warrants—Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*". The value received upon exercise of the Public Warrants (1) may be less than the value the Public Warrantholders would have received if they had been able to exercise their Public Warrants at a later time at which the underlying share price is higher and (2) may not compensate the Public Warrantholders for the value of the Public Warrants, including because the number of Public Shares received is capped at 0.361 Public Shares per Public Warrant (subject to adjustment) irrespective of the remaining life of the Public Warrants. Except as described under "*Description of Share Capital and Corporate Structure —Public Warrants—Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*", none of the Founder Warrants will be redeemable by the Company so long as they are held by the Founders, the Anchor Investors or their Permitted Transferees.

In order to effectuate a Business Combination, special purpose acquisition companies have, in the past, amended various terms under which they seek to pursue a business combination, provisions of their articles of association and modified the terms and conditions of their warrants. The Company cannot assure investors that it will not seek to amend the terms under which it seeks to pursue an Initial Business Combination, the Articles of Association, or the Warrant Agreement in a manner that will make it easier for the Company to complete a Business Combination (including to allow the Public Warrants and Founder Warrants to be classified as equity).

In order to effectuate a Business Combination, special purpose acquisition companies have, in the recent past, changed some of the terms under which they seek to pursue a business combination, amended various provisions of their articles of association and modified the terms and conditions of their warrants. For example, special purpose acquisition companies have amended the scope of a target company they wish to pursue a business combination with and, with respect to their warrants, amended the terms and conditions of their warrants to require the warrants to be exchanged for cash and/or other securities. The Warrant Agreement provides that the terms of the Public Warrants may be amended without the consent of any holder for the purpose of (i) curing any ambiguity or to correct any defective provision or mistake, including to conform the provisions of the Warrant Agreement to the description of the terms of the Public Warrants and the Warrant Agreement set forth in this Prospectus, (ii) adjusting the provisions relating to cash dividends on Public Shares as contemplated by and in accordance with the Warrant Agreement or (iii) adding or changing any provisions with respect to matters or questions arising under the Warrant Agreement as the parties to the Warrant Agreement may deem necessary or desirable (including but not limited to making any amendments that are necessary in the good faith determination of the Board (taking into account then existing market precedents) to allow for the Public Warrants and the Founder Warrants to be classified as equity in the Company's financial statements, provided that this shall not allow any modification or amendment to the Warrant Agreement that would increase the Exercise Price or shorten the period in which an investor can exercise its Warrants), and that the parties deem to not adversely affect the rights of the registered holders of the Public Warrants, provided that the approval by the holders of at least 50% of the then-outstanding Public Warrants is required to make any change that adversely

affects the interests of the registered holders of Public Warrants, and, solely with respect to any amendment to the terms of the Founder Warrants, 50% of the then outstanding Founder Warrants.

The Company cannot assure investors that it will not seek to amend any terms regarding the Initial Business Combination as set out in this Prospectus, the Articles of Association, the Warrant Agreement, or, if approved by a Shareholder vote, extend the time to consummate an Initial Business Combination in order to effectuate an Initial Business Combination.

The Company has determined that the Public Warrants and the Founder Warrants currently should be treated as a derivative liability, which may make the Company less attractive to a target and may adversely affect its ability to enter into its Initial Business Combination. The Company cannot guarantee that the Public Warrants and the Founder Warrants will be able to be reclassified as equity in future. Similarly the Company has determined the Public Shares should be treated as a liability.

The Company has determined that the Warrants should be treated as a derivative liability in its statement of financial position, consistent with existing accounting interpretations under IFRS. As a result of this accounting treatment the Company will be required to record at fair value the Public Warrants and the Founder Warrants on an annual and semi-annual basis in connection with the preparation of its financial statements. This may lead to volatility in the Company's financial results.

Although the Company may in future be able to reclassify the Public Warrants and the Founder Warrants, for example by amending their terms and conditions, the Company cannot provide assurance that it will amend any terms and conditions prior to or following the Initial Business Combination. The Company also cannot be sure that any amendments to the terms and conditions of the Public Warrants or the Founder Warrants would result in their reclassification as equity under IFRS. The treatment of the Public Warrants and the Founder Warrants as a derivative liability could result in volatility with regard to the Company's reported financial results on a period-to-period basis. This volatility is likely to be greater after the Initial Business Combination because the impact of marking-to-market on the financial results of a target company following the Initial Business Combination is likely to be larger than any impact while the Company remains a SPAC. Treating the Public Warrants and Founder Warrants as a derivative liability may therefore make the Company less attractive to a target and may adversely affect the Company's ability to complete its initial Business Combination by the Business Combination Deadline.

The Company has determined that the Public Shares should be treated as a liability in its statement of financial position, consistent with existing accounting interpretations under IFRS, due to the right of the Public Shareholders to request redemption of their Public Shares. The Company believes that the treatment of the Public Shares as a liability should not result in volatility with regards to its reported financial results on a period-to-period basis until the consummation of the Initial Business Combination because such financial instruments will be subsequently measured at amortised cost. Upon consummation of the Initial Business Combination, the Company believes that the Public Shares should be reclassified as equity instruments because the right of Public Shareholders to request redemption of their Public Shares will no longer be applicable.

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

Immediately following Settlement, the Founders and the Anchor Investors will own 3,750,000 Founder Shares and 5,500,000 Founder Warrants and, accordingly, Public Shareholders will experience immediate and substantial dilution upon the conversion of Founder Shares and/or the exercise of Founder Warrants into Public Shares.

The Public Shareholders will experience immediate and substantial dilution in the net asset value per Public Share held by them upon the conversion of Founder Shares and/or the exercise of Founder Warrants into Public Shares. For example, based on an Offering size of U.S.$150,000,000 the net asset value per Public Share before redemption is U.S.$8.11. After 50 per cent redemption for presentation purposes only, the net asset value per Public Share will be U.S.$6.85.

Based on an Offering size of U.S.$150,000,000, the net asset value per Public Share before exercise of any Founder Warrants is U.S.$8.11. After exercise of all warrants, the net asset value per Public Share will be U.S.$9.50.

Also, further dilution of Public Shareholders' percentage ownership of the Company's share capital will occur upon issuance of Public Shares in the context of the Initial Business Combination. The dilution depends among other things on the size of the target relative to the Company. For purely illustrative purposes, assuming an Offering size of U.S.$150,000,000 and a potential scenario where the target's equity is valued in the Initial Business Combination at U.S.$1,000,000,000, the percentage of the share capital in the Company held by the target business's owners is 81.9% before exercise of warrants and 72.8% after exercise of warrants.

See also the section "*Dilution*".

The outstanding Public Warrants and Founder Warrants will become exercisable in the future, which may increase the number of Public Shares and result in further dilution for the Public Shareholders.

The Public Warrants and the Founder Warrants will become exercisable as from the Business Combination Completion Date. To the extent that all outstanding Public Warrants and Founder Warrants are exercised against payment of the Exercise Price and based on a Public Share price of U.S.$11.50, the Company's share capital would increase by 13,000,000 Public Shares, diluting the Public Shareholders. Alternatively, Public Shareholders who would not exercise their Public Warrants or who would sell their Public Warrants could experience an additional dilution resulting from the exercise of Public Warrants and Founder Warrants.

Public Shareholders may not be able to realise returns on their investment in Public Shares and Public Warrants within a period that they would consider to be reasonable.

Investments in Public Shares and Public Warrants may be relatively illiquid. There may be a limited number of Public Shares, Public Shareholders, Public Warrants and Public Warrantholders, which may contribute both to infrequent trading in the Public Shares and the Public Warrants on Euronext Amsterdam and to volatile price movements of the Public Shares and the Public Warrants. The Public Shareholders should not expect that they will necessarily be able to realise their investment in Public Shares and Public Warrants within a period that they regard reasonable. Accordingly, the Public Shares and the Public Warrants may not be suitable for short-term investment. The Admission should not be assumed to imply that there will be an active trading market for the Public Shares and the Public Warrants. Even if an active trading market develops, the market price for the Public Shares and the Public Warrants may fall below the Offer Price.

Dividend payments are not guaranteed and the Company will not pay dividends prior to the Business Combination Completion Date.

The Company will not declare any dividends prior to the Business Combination Completion Date. After completion of its Initial Business Combination, to the extent the Company intends to pay dividends, it will pay such dividends at such times (if any) and in such amounts (if any) as the ordinary general meeting of the Shareholders determines appropriate and in accordance with applicable laws, but expects to be principally reliant upon dividends received on shares held by it in order to do so. Payments of dividends will be dependent on the availability of such dividends or other distributions from the target business. The Company can therefore not give any assurance that it will be able to pay dividends going forward or as to the amount of such dividends.

The Company's ability to consummate the Business Combination may be limited by an inability to use projections or effect a structure that may be available to special purpose acquisition vehicles listed or domiciled in a different jurisdiction.

The Company may be unable to use projections or forecasts or use a preferred structured, such as a reverse triangular merger, in connection with a potential Initial Business Combination. This may make an Initial Business Combination with the Company less appealing compared to special purpose acquisition companies listed in other jurisdictions or incorporated in other jurisdictions. The possibility that the Company would be unable to use projections or that a regulator would require such projections to be made public, or the inability to use a chosen structure for an Initial Business Combination, and the uncertainty regarding such limitations, could limit the Company's ability to seek an Initial Business Combination.

Because the Company is incorporated under the laws of the Cayman Islands, investors may face difficulties in protecting their interests, and their ability to protect their rights through the U.S. Federal or Dutch courts may be limited.

The Company is an exempted company incorporated under the laws of the Cayman Islands. As a result, it may be difficult for investors to effect service of process within the United States or the Netherlands upon the Company's directors or officers, or enforce judgments obtained in the United States or Dutch courts against the Company's directors or officers. The Company's corporate affairs will be governed by its Articles of Association, the Companies Act (as the same may be supplemented or amended from time to time) and the common law of the Cayman Islands. The rights of shareholders to take action against the directors, actions by minority shareholders and the fiduciary responsibilities of the Company's directors to the Company 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 English common law, the decisions of whose courts are of persuasive authority, but are not binding on a court in the Cayman Islands. The rights of the Shareholders and the fiduciary responsibilities of its directors under Cayman Islands law are different from what they would be under statutes or judicial precedent in some jurisdictions in the United States and Europe. In particular, the Cayman Islands has a different body of securities laws as compared to the United States and Europe, and certain U.S. states, such as Delaware, may have more fully developed and judicially interpreted bodies of corporate law.

In addition, Cayman Islands companies may not have standing to initiate a shareholders derivative action in a court in the Netherlands or of the United States. The Company has been advised by Maples and Calder, the Company's Cayman Islands legal counsel, that the courts of the Cayman Islands are unlikely (i) to recognize or enforce against the Company judgments of courts of the United States or in the Netherlands predicated upon the civil liability provisions of the U.S. or Dutch securities laws; and (ii) in original actions brought in the Cayman Islands, to impose liabilities against the Company predicated upon the civil liability provisions of the U.S. or Dutch securities laws, so far as the liabilities imposed by those provisions are penal in nature. In those circumstances, although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States or the Netherlands, the courts of the Cayman Islands will recognise and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided the necessary conditions are met. For a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere. As a result of all of the above, Public Shareholders may have more difficulty in protecting their interests in the face of actions taken by management, members of the Board or controlling Shareholders than they would as Public Shareholders of a United States company or Dutch company.

A prospective investor's ability to invest in the Public Shares and the Public Warrants or to transfer any Public Shares and Public Warrants that it holds may be limited by certain ERISA, U.S. Tax Code and other considerations.

The Company will use commercially reasonable efforts to restrict the ownership and holding of the Units, the Public Shares and the Public Warrants so that none of the Company's assets will constitute "plan assets" under regulations promulgated by the United States Department of Labor at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (collectively, the U.S. Plan Asset Regulations). The Company intends to impose such restrictions based on actual or deemed representations. If the Company's assets were deemed to be plan assets of an ERISA Plan (as defined in Certain ERISA Considerations, an ("**ERISA Plan**")) and the Company did not qualify as an "operating company" or the equity interests of the Company were neither "publicly-offered securities" nor securities issued by an investment company registered under the U.S. Investment Company Act, each within the meaning of the U.S. Plan Asset Regulations, then: (i) the prudence and other fiduciary responsibility standards of ERISA would apply to assets of the Company; and (ii) certain transactions, including transactions that the Company may enter into, or may have entered into, in the ordinary course of business might constitute or result in non-exempt prohibited transactions under Section 406 of ERISA or Section 4975 of the

U.S. Internal Revenue Code of 1986, as amended (the "**U.S. Tax Code**") and might have to be rescinded. A non-exempt prohibited transaction, in addition to imposing potential liability on fiduciaries of the ERISA Plan, may also result in the imposition of an excise tax on "parties in interest" (as defined in ERISA) or "disqualified persons" (as defined in the U.S. Tax Code), with whom the ERISA Plan engages in the transaction. Governmental plans, certain church plans and non-U.S. plans, while not subject to Part 4 of Subtitle B of Title I of ERISA, Section 406 of ERISA, Section 4975 of the U.S. Tax Code, or the U.S. Plan Asset Regulations, may nevertheless be subject to other federal, state, local, non-U.S. or other laws or regulations substantially similar to Section 406 of ERISA or Section 4975 of the U.S. Tax Code or that would have the effect of the U.S. Plan Asset Regulations (see "*Selling and Transfer Restrictions – United States*"). However, the procedures described therein may not be effective in avoiding characterisation of the Company's assets as "plan assets" under the U.S. Plan Asset Regulations and, as a result, the Company may suffer the consequences described above.

Because each Unit contains one-half of one redeemable Public Warrant and only a whole Public Warrant may be exercised, the Units may be worth less than units of other SPACs.

Each Unit contains one-half of one redeemable Public Warrant. No fractional Public Warrants will be issued upon separation of the Units and only whole Public Warrants will trade. Accordingly, unless investors purchase a multiple of two Units, the number of Public Warrants issuable to investors upon separation of the Units will be rounded down to the nearest whole number of Public Warrants. This is different from other offerings similar to the Offering whose units include one share of common stock and one warrant to purchase one whole share. The Company has established the components of the Units in this way in order to reduce the dilutive effect of the Public Warrants upon completion of the Initial Business Combination since the Public Warrants will be exercisable in the aggregate for one-half of the number of Public Shares compared to units that each contain a warrant to purchase one whole share, thus making the Company, it believes, a more attractive merger partner for a target business. Nevertheless, this unit structure may cause the Units to be worth less than if they included a Public Warrant to purchase one whole Public Share.

RISKS RELATING TO TAXATION

The Company may continue to another jurisdiction in connection with the Initial Business Combination or otherwise and such continuation may result in taxes with respect to ownership or disposition of the Public Shares and Public Warrants.

The Company may, in connection with the Initial Business Combination or otherwise and subject to requisite shareholder approval under the laws of the Cayman Islands, continue to the jurisdiction in which the target company or business is located or in another jurisdiction. Such transaction may require the Company or an investor to recognise taxable income in the jurisdiction in which the Company or such investor is a tax resident (or in which its members are resident if such investor is a tax transparent entity), in which the target company is located, or in which the Company continues. The Company does not intend to make any cash distributions to investors to pay such taxes. Investors may be subject to withholding taxes or other taxes with respect to their ownership of the Company after any such continuation.

The Initial Business Combination may result in adverse tax, regulatory or other consequences for investors which may differ for individual investors depending on their status and residence.

Although the Company will attempt to structure the Initial Business Combination in a tax-efficient manner, tax structuring considerations are complex, the relevant facts and law are uncertain and may change, and we may prioritize commercial and other considerations over tax considerations. For example, in connection with the Initial Business Combination and subject to any requisite shareholder approval, the Company may structure the Initial Business Combination in a manner that requires the Company's shareholders and/or warrantholders to recognize gain or income for tax purposes, effect a business combination with a target company in another jurisdiction, or reincorporate in a different jurisdiction (including, but not limited to, the jurisdiction in which the target company or business is located). The Company does not intend to make any cash distributions to any of its shareholders or warrantholders to pay taxes in connection with the Initial Business Combination or thereafter. Accordingly, Company's shareholders or warrantholders may need to satisfy any tax liability resulting from the Initial Business Combination with cash from their own funds or by selling all or a portion of the shares received, which could materially and adversely affect the value of their investment in the Company.

In addition, shareholders and warrant holders may also be subject to additional income, withholding or other taxes with respect to their ownership of the Company after its Initial Business Combination.

Investors may suffer uncertain or adverse tax consequences in connection with acquiring, owning and disposing of the Company's Public Shares and/or Public Warrants.

The tax consequences in connection with acquiring, owning and disposing of the Public Shares and/or Public Warrants may differ from the tax consequences in connection with acquiring, owning and disposing of securities in other entities and may differ depending on an investor's particular circumstances including, without limitation, where investors are tax resident. Such tax consequences may be uncertain and could potentially be materially adverse to investors. For instance, the United States federal income tax consequences of a cashless exercise of the Public Warrants is unclear under current law. In addition, it is unclear whether the redemption rights with respect to the Public Shares suspend the running of a U.S. Holder's (as defined in section "*Taxation—Certain United States Federal Income Tax Considerations—General*") holding period for purposes of determining whether any gain or loss realized by such U.S. Holder on the sale or exchange of the Public Shares is long-term capital gain or loss and for determining whether any dividend paid by the Company would be considered "qualified dividend income" for United States federal income tax purposes. Investors should seek their own tax advice about the tax consequences of acquiring, owning and disposing of the Public Shares and/or Public Warrants, including, without limitation, the tax consequences of a redemption of the Public Shares, a liquidation of the Company, and whether any payments received in connection with such a redemption or liquidation would be taxable.

There can be no assurance that the Company will be able to make returns in a tax-efficient manner for the Public Shareholders and/or the Public Warrantholders.

It is intended that the Company will structure the holding of the business in which it acquired a stake through the Initial Business Combination with a view to maximising returns for the Public Shareholders and/or Public Warrantholders. However, taxes may be imposed with respect to any of the Company's assets, income, profits, gains, repurchases or distributions in the Netherlands and/or any other jurisdiction where the business is active, which may impact the net returns to the Public Shareholders and/or the Public Warrantholders. Any changes in laws or tax authority practices could also adversely affect such returns to the Public Shareholders and/or the Public Warrantholders. In addition, the Company may incur costs in taking steps to mitigate any such adverse effect on the post-tax returns for the Public Shareholders and/or the Public Warrantholders.

The Company may be adversely affected by changes in the general tax environment as well as in the laws of the jurisdiction to which the target business is subject.

The Company's performance is dependent on the general tax environment, as well as the laws of the jurisdiction to which the target business is subject. The Company's tax liability depends on various tax laws, as well as their application and interpretation, and its tax planning and optimization of post-tax returns depends on the current and expected tax environment. Amendments to tax laws may have a retroactive effect and their application or interpretation by tax authorities or courts may change unexpectedly. Any tax assessments that deliver outcomes which deviate from the Company's expectations could lead to an increase in the Company's tax obligations and, additionally, could give rise to interest payable on any additional taxes due. Furthermore, future tax audits and other investigations conducted by tax authorities could result in the assessment of additional taxes. Up until the Initial Business Combination, the Company does not believe that its proposed activities, the basis upon which it will be managed, or the manner in which it intends to conduct its business, should result in it becoming subject to taxation, or required to file any corporate income tax return, in any jurisdiction outside its jurisdiction of incorporation. Notwithstanding this, there can be no assurance that a tax authority will not take a contrary view. The materialization of any of these risks discussed above could have a material adverse effect on the Company's business, net assets, financial condition, cash flows or results of operations, and consequently, returns to shareholders.

The Company may be a passive foreign investment company, ("PFIC"), which could result in adverse United States federal income tax consequences to U.S. investors.

If the Company were a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder's (as defined in the section of this Prospectus captioned "*Taxation—Certain United States Federal Income Tax Considerations—General"*) Public Shares or Public Warrants, the U.S. Holder may be subject to

adverse U.S. federal income tax consequences and may be subject to additional reporting requirements. The Company's PFIC status for its current and subsequent taxable years may depend on whether it qualifies for the PFIC start-up exception (see the section of this Prospectus captioned "*Taxation—Certain United States Federal Income Tax Considerations—Passive Foreign Investment Company Considerations*"). Depending on the particular circumstances, the application of the start-up exception may be subject to uncertainty, and there cannot be any assurance that the Company will qualify for the start-up exception. Accordingly, there can be no assurances with respect to the Company's status as a PFIC for its current taxable year or any subsequent taxable year (and, in the case of the start-up exception, potentially not until after up to two taxable years following the Company's current taxable year). In any event, the Company's actual PFIC status for any taxable year, will not be determinable until after the end of such taxable year. If we determine we are a PFIC for any taxable year, upon written request, we will endeavour to provide to a U.S. Holder such information as the Internal Revenue Service may require, including a PFIC annual information statement, in order to enable the U.S. Holder to make and maintain a "qualified electing fund" election, but there can be no assurance that we will timely provide such required information, and such election would be unavailable with respect to our Public Warrants in all cases. We urge investors that are U.S. Holders to consult their own tax advisors regarding the possible application of the PFIC rules.

For a more detailed explanation of the tax consequences of PFIC classification to U.S. Holders, see the section of this Prospectus captioned "*Taxation—Certain United States Federal Income Tax Considerations Passive Foreign Investment Company Considerations*".

IMPORTANT INFORMATION

General

The validity of this Prospectus shall expire on the First Trading Date or 12 months after its approval by the AFM, whichever occurs earlier. The obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies (see "—*Supplements*") shall cease to apply upon the expiry of the validity period of this Prospectus.

This Prospectus has been approved by the AFM, as competent authority under Regulation (EU) 2017/1129; the AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EU) 2017/1129; such approval should not be considered as an endorsement of the issuer and of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Units, Public Shares and/or the Public Warrants.

Prospective investors are expressly advised that an investment in the Units and the underlying Public Shares and Public Warrants entails certain risks and that they should therefore carefully review the entire contents of this Prospectus. Prospective investors should ensure that they read the whole of this Prospectus and not just rely on key information or information summarised within it. Prospective investors should, in particular, read the section entitled "*Risk Factors*" when considering an investment in the Units or the underlying Public Shares and/or Public Warrants. A prospective investor should not invest in the Units or the underlying Public Shares and/or Public Warrants, unless it has the expertise (either alone or with a financial advisor) to evaluate how the Public Shares and Public Warrants will perform under changing conditions, the resulting effects on the value of the Public Shares and Public Warrants and the impact this investment will have on the prospective investor's overall investment portfolio. Prospective investors should also consult their own tax advisors as to the tax consequences of the purchase, ownership and disposition of the Units, Public Shares and Public Warrants, as the case may be.

The contents of this Prospectus should not be construed as legal, business or tax advice. It is not intended to provide a recommendation by any of the Company, the Founders, the members of the Board, the Bookrunner or any of their respective affiliates or representatives that any recipient of this Prospectus should subscribe for or purchase any Units, Public Shares or Public Warrants. None of the Company, the Founders, the members of the Board, the Bookrunner or any of their respective affiliates or representatives is making any representation to any offeree or purchaser of the Units. Public Shares or Public Warrants regarding the legality of an investment in the Units, Public Shares or Public Warrants by such offeree or purchaser under the laws applicable to such offeree or purchaser. Prospective investors should consult their own professional advisers, such as their stockbroker, bank manager, lawyer, auditor or other financial or legal advisors, before making an investment decision with regard to the Units, Public Shares or Public Warrants, to, among other things, consider such investment decision in light of their personal circumstances and in order to determine whether or not such prospective investor is eligible to subscribe for or purchase the Units, Public Shares or Public Warrants. In making an investment decision, prospective investors must rely on their own examination, analysis and enquiry of the Company, the Units, Public Shares or Public Warrants and the terms of the Offering, including the merits and risks involved.

Prospective investors should only rely on the information contained in this Prospectus and any supplement to this Prospectus within the meaning of Article 23 of the Prospectus Regulation. The Company does not undertake to update this Prospectus, unless required pursuant to Article 23 of the Prospectus Regulation, and therefore prospective investors should not assume that the information in this Prospectus is accurate as at any date other than the date of this Prospectus. The Prospectus has been prepared solely in connection with the Admission. No person is or has been authorised to give any information or to make any representation in connection with the Admission or the Offering, other than as contained in this Prospectus. If any information or representation not contained in this Prospectus is given or made, the information or representation must not be relied upon as having been authorised by the Company, the Founders, the members of the Board, the Bookrunner or any of their respective affiliates or representatives. Neither the delivery of this Prospectus nor any subscription or sale made hereunder at any time after the date hereof shall, under any circumstances, create any implication that there has been no change in the business or affairs of the Company since the date of this Prospectus or that the information contained in this Prospectus is correct as at any time since such date.

Each of the Bookrunner and the Listing Agent is acting exclusively for the Company and no one else in connection with the Offering. They will not regard any other person (whether or not a recipient of this Prospectus) as their respective clients in relation to the Offering and will not be responsible to anyone other than the Company for providing the protection afforded to their respective clients or for giving advice in relation to, respectively, the Offering or any transaction or arrangement referred to herein.

The Offering and the distribution of this Prospectus, any related materials and the offer, acceptance, delivery, transfer, exercise, purchase of, subscription for, or trade in the Units, Public Shares or Public Warrants may be restricted by law in certain jurisdictions and therefore persons into whose possession this Prospectus comes should inform themselves of and observe any such restrictions.

This Prospectus may not be used for, or in connection with, and does not constitute or form part of any offer or invitation to sell, or any solicitation of any offer to acquire any of the Units, Public Shares or Public Warrants in any jurisdiction in which such an offer or solicitation is unlawful or would result in the Company becoming subject to public company reporting obligations outside the Netherlands. Persons in possession of this Prospectus are required to inform themselves about and to observe any such restrictions. No action has been taken or will be taken in any jurisdiction by the Company, the Founders, the members of the Board, the Bookrunner or any of their respective affiliates or representatives that would permit a public offering of the Units, Public Shares or Public Warrants or possession, circulation or distribution of this Prospectus or any other material relating to the Company, the Units, Public Shares or Public Warrants, in any jurisdiction where action for that purpose is required. The Company, the Founders, the members of the Board, the Bookrunner and their respective affiliates or representatives do not accept any responsibility for any violation by any person, whether or not such person is a prospective investor in the Units, Public Shares or Public Warrants, of any of these restrictions. See the section "*Selling and Transfer Restrictions*" for further information on these restrictions.

The Company and the Bookrunner reserve the right in their own absolute discretion to reject any offer to subscribe for or purchase the Units, Public Shares or Public Warrants that the Company and the Bookrunner or their respective agents believe may give rise to a breach or violation of any laws, rules or regulations.

Each person receiving this Prospectus is deemed to acknowledge that: (i) such person has not relied on the Bookrunner or any person affiliated with the Bookrunner in connection with any investigation of the accuracy of any information contained in this Prospectus or its investment decision, (ii) it has relied only on the information contained in this Prospectus, and (iii) no person has been authorised to give any information or to make any representation concerning the Company, the Units, Public Shares or Public Warrants (other than as contained in this Prospectus) and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Company or the Bookrunner.

Responsibility Statement

This Prospectus is made available by the Company, and the Company accepts full responsibility for the accuracy of the information contained in this Prospectus. The Company declares that, to the best of its knowledge, the information contained in this Prospectus is in accordance with the facts and makes no omission likely to affect its import. This Prospectus is made available by the Company, whose registered address is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

No representation or warranty, express or implied, is made or given, and no responsibility is accepted, by, or on behalf of, the Bookrunner or any of its affiliates or representatives, or their respective directors, officers or employees or any other person, as to the accuracy, fairness, verification or completeness of information or opinions contained in this Prospectus, or incorporated by reference herein and nothing in this Prospectus, or incorporated by reference herein, is, or shall be relied upon as, a promise or representation by the Bookrunner, or any of its affiliates or representatives, or their respective directors, officers or employees or any other person, as to the past or future. None of the Bookrunner or any of its affiliates or representatives, or their respective directors, officers or employees or any other person in any of their respective capacities in connection with the Offering, accepts any responsibility whatsoever for the contents of this Prospectus or for any other statements made or purported to be made by either itself or on its behalf in connection with the Company, the Offering, the Units, Public Shares or Public Warrants. Accordingly, the Bookrunner and each of its affiliates or representatives, or their respective directors, officers or employees or any other person disclaims, to the fullest extent permitted by applicable law, all and any liability, whether arising in tort or contract or which it might otherwise be found to have in respect of this Prospectus and/or any such statement.

Information to Distributors

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

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Units.

Any person subsequently offering, selling or recommending the Units, the Public Shares and/or the Public Warrants (a "**Distributor**") should take into consideration the manufacturers' relevant Target Market Assessment(s); however, each Distributor subject to MiFID II is responsible for undertaking its own Target Market Assessment in respect of the Units, the Public Shares and/or the Public Warrants (by either adopting or refining the manufacturers' Target Market Assessments) and determining, in each case, appropriate distribution channels. In respect of the Public Shares, notwithstanding the Target Market Assessment, Distributors (for the purposes of the MiFID II Product Governance Requirements) should note that: (i) the price of the Public Shares may decline and investors could lose all or part of their investment; (ii) the Public Shares offer no guaranteed income and no capital protection; and (iii) an investment in the Public Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

The Target Market Assessments are without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Units, the Public Shares and the Public Warrants. Furthermore, it is noted that, notwithstanding the Target Market Assessments, the Bookrunner will only procure investors who meet the criteria of professional clients and eligible counterparties.

Prohibition of sales to EEA retail investors

The Units and the Public Warrants are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Units and the Public Warrants or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Units and the Public Warrants or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Prohibition of sales to UK retail investors

The Units and the Public Warrants are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Units and the Public Warrants or otherwise making them available to retail investors in the UK has been prepared and, therefore, offering or selling the Units the Public Warrants or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Presentation of Financial Information

Historical financial data

As the Company was recently incorporated for the purpose of completing the Offering and the Initial Business Combination and has not conducted any operations prior to the date of this Prospectus, limited historical financial information is available. In this Prospectus, the term "**Financial Statements**" refers to the audited financial statements of the Company for the one day period ended 25 February 2021 and the notes thereto beginning on page F-1 of this Prospectus.

Unless otherwise indicated, financial information contained in this Prospectus has been prepared in accordance with International Financial Reporting Standards ("**IFRS**").

Independent Auditor

The Financial Statements of the Company as of 25 February 2021 and for the one day period then ended, included in this prospectus, have been audited by KPMG, independent auditors, as stated in their report appearing herein, which includes an emphasis of matter paragraph that states the purpose of the financial statements as described in note 1.

KPMG's address is P.O Box 493, SIX Cricket Square, Grand Cayman KY1-1106, Cayman Islands. The auditor signing the auditor's report on behalf of KPMG is a member of the Cayman Islands Institute of Professional Accountants.

Rounding and negative amounts

Certain figures in this Prospectus, including financial data, have been rounded. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an exact arithmetic aggregation of the figures which precede them.

In tables, negative amounts are shown between brackets. Otherwise, negative amounts are shown by "-", "minus" or "negative" before the amount.

Currency

In this Prospectus, unless otherwise indicated:

- all references to "U.S.$", "U.S. Dollar" or "dollar" refer to the lawful currency for the time being of the United States; and
- all references to "EUR", "euro" or "€" are to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union (*Verdrag betreffende de werking van de Europese Unie*), as amended from time to time.

Availability of Documents

General

Subject to any applicable securities laws, copies of the following documents will be available and can be obtained free of charge from the Company's website (www.crystalpeaktech.com) from the date of this Prospectus until at least 12 months thereafter:

- this Prospectus;
- the Articles of Association;
- the Warrant Agreement;
- the Board Rules;
- the Audit Committee Terms of Reference;
- the Insider Trading Policy;
- the Related Party Transaction Policy;
- the Shareholder Dialogue Policy; and
- the Diversity Policy.

In accordance with the Dutch Financial Supervision Act, copies of the Company's financial information mentioned below will be published on the Company's website (www.crystalpeaktech.com) (see the section "Description of Share Capital and Corporate Structure - Annual and Semi-Annual Financial Reporting").

The Company will also publish all press releases containing inside information on its website (see the section "*Description of Share Capital and Corporate Structure - Dutch Market Abuse Regime*").

The Company will provide to any Shareholder, upon the written request of such holder, information concerning the outstanding amounts held in the Trust Account and, as applicable, the financial or money market instruments and/or securities in which all or part of such amounts have been invested (see the section "*Reasons for the Offering and Use of Proceeds—The Trust Agreement*").

Moreover, the Company will observe any other applicable publication and disclosure requirements under the Dutch Financial Supervision Act and the Market Abuse Regulation (for more details, please see the section "*Description of Share Capital and Corporate Structure - Dutch Market Abuse Regime*"), or that apply as a result of the Company's admission to listing and trading on Euronext Amsterdam, as well as any foreign requirements that may be applicable if the Initial Business Combination is with a foreign entity.

This Prospectus is available on the Company's website (www.crystalpeaktech.com).

Financial information

In compliance with applicable Dutch law and for so long as any of the Public Shares or the Public Warrants are admitted to listing and trading on Euronext Amsterdam, the Company will publish on its website (www.crystalpeaktech.com) and will file with the AFM (i) within four months after the end of the financial year, the annual financial report referred to in Section 5:25c of the Dutch Financial Supervision Act and (ii) within three months after the end of the first six months of the financial year, the semi-annual financial report referred to in Section 5:25d of the Dutch Financial Supervision Act.

The above-mentioned documents shall be published for the first time by the Company in connection with its fiscal year beginning on 25 February 2021. Prospective investors are hereby informed that the Company is not required to, and does not intend to voluntarily, prepare and publish quarterly financial information.

In addition, for so long as any of the Units and the underlying Public Shares and Public Warrants are "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act, the Company will, during any period in which the Company is neither subject to Section 13 or 15(d) of the U.S. Exchange Act nor exempt from reporting

under the U.S. Exchange Act pursuant to Rule 12g3- 2(b) thereunder, make available to any holder or beneficial owner of such restricted securities or to any prospective investor in such restricted securities designated by such holder or beneficial owner, upon the request of such holder, beneficial owner or prospective investor, the information required to be delivered pursuant Rule 144A(d)(4) under the U.S. Securities Act. The Company expects to be exempt from reporting under the U.S. Exchange Act pursuant to Rule 12g3-2(b) thereunder.

Information to the public and Shareholders relating to the Initial Business Combination

In compliance with applicable law, as soon as practicable following the point that an agreement has been entered into by the Company relating to a proposed Initial Business Combination and in any event no later than the convocation date of the Business Combination EGM, the Company shall issue a press release disclosing:

(a) the name of the envisaged target;

(a) information on the target business;

(b) the main terms of the proposed Initial Business Combination, including material conditions precedent;

(c) the consideration due and details, if any, with respect to financing thereof;

(d) the legal structure of the Initial Business Combination;

(e) the most important reasons that led the Board to select the proposed Initial Business Combination;

(f) the expected timetable for completion of the Initial Business Combination; and

(g) the acceptance period for redemptions. See "*Proposed Business—Effecting the Initial Business Combination—Redemption rights for Public Shareholders upon completion of the Initial Business Combination*".

The agreement entered into with the target business shall be conditional upon approval by the Required Majority at the Business Combination EGM. Further details on the proposed Initial Business Combination and the target business will be included in a shareholder circular and/or prospectus published simultaneously with the notice of the Business Combination EGM and/or a combined circular and/or prospectus.

Such shareholder circular and/or prospectus will include a description of the proposed Initial Business Combination, the strategic rationale for the Initial Business Combination, the material risks related to the Initial Business Combination, selected financial information of the target business and any other information required by applicable Dutch law or Cayman Islands law, if any, to facilitate a proper investment decision by the Shareholders, all in line with market practice with respect to materials published for significant strategic transactions.

The notice of the Business Combination EGM, shareholder circular or combined circular and prospectus (if required), and any other meeting documents relating to the proposed Initial Business Combination will be published on the Company's website (www.crystalpeaktech.com) no later than 21 calendar days prior to the date of the Business Combination EGM. For more details on the rules governing shareholders' meetings in the Company. See "*Description of Share Capital and Corporate Structure*".

In addition, the notice of the Business Combination EGM that the Company will furnish to Shareholders will describe the various procedures that must be complied with in order to validly redeem Public Shares. In the event that a Public Shareholder fails to comply with these procedures, its Public Shares may not be redeemed.

Supplements

If a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which is capable of affecting the assessment of the Units, Public Shares or Public Warrants arises or is noted between the date of this Prospectus and the later of either the final closing of the Offer Period or the First Trading Date, a supplement to this Prospectus will be published in accordance with the relevant provisions under the Prospectus Regulation. Such a supplement will be subject to approval by the AFM in accordance with Article 23 of the Prospectus Regulation, and will be published in accordance with the relevant provisions

under the Prospectus Regulation. The summary shall also be supplemented, if necessary, to take into account the new information included in the supplement.

Investors who have already agreed to purchase or subscribe for the Units and the underlying Public Shares and Public Warrants before the supplement is published shall have the right, exercisable within two business days following the publication of a supplement, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy arose or was noted before the final closing of the Offer Period. Investors are not allowed to withdraw their acceptance in any other circumstances.

Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus (or contained in any document incorporated by reference in this Prospectus). Any supplement shall specify which statement is so modified or superseded and shall specify that such statement shall, except as so modified or superseded, no longer constitute a part of this Prospectus.

Cautionary note regarding forward-looking statements

This Prospectus contains forward-looking statements. The forward-looking statements include, but are not limited to, statements regarding the Company's or the Board's expectations, hopes, beliefs, intentions or strategies regarding the future. In addition, any statement that refers to projections, forecasts or other characterisations of future events or circumstances, including any underlying assumptions, is a forward-looking statement. The words "anticipate", "believe", "continue", "could", "estimate", "expect", "intend", "may", "might", "plan", "possible", "potential", "predict", "project", "seek", "should", "would" and similar expressions, or in each case their negatives, may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

Forward-looking statements include all matters that are not historical facts. Forward-looking statements are based on the current expectations and assumptions regarding the Initial Business Combination, the business, the economy and other future conditions of the Company. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. Forward-looking statements are not guarantees of future performance and the Company's actual financial condition, actual results of operations and cash flows, and the development of the industry(ies) in which it operates or will operate, may differ materially from those made in or suggested by the forward-looking statements contained in this Prospectus. In addition, even if the Company's financial condition, results of operations and cash flows, and the development of the industry(ies) in which it operates or will operate, are consistent with the forward-looking statements contained in this Prospectus, those results or developments may not be indicative of results or developments in subsequent periods. Important factors that could cause actual results to differ materially from those in the forward-looking statements include regional, national or global, political, economic, business, competitive, market and regulatory conditions as well as, but not limited to, the following:

- potential risks related to the Company's status as a newly formed company with no operating history, including the fact that investors will have no basis on which to evaluate the Company's capacity to successfully complete the Initial Business Combination;
- potential risks relating to the Company's search for the Initial Business Combination, including the facts that it might not be able to identify potential target businesses or to successfully complete the Initial Business Combination, and that the Company might erroneously estimate the value of the target or underestimate its liabilities;
- the Company's ability to ascertain the merits or risks of the operation of a potential target business;
- potential risks relating to the Trust Account;
- potential risks relating to a potential need to arrange for third-party financing, as the Company cannot assure that it will be able to obtain such financing;
- potential risks relating to investments in businesses and companies in certain industries in Europe and the wider EMEA region and to general economic conditions;

- potential risks relating to the Company's capital structure, as the potential dilution resulting from the automatic conversion of the Public Warrants, Founder Warrants and the Founder Shares that might have an impact on the market price of the Public Shares and make it more complicated to complete the Initial Business Combination;
- potential risks relating to the members of the Board allocating their time to other businesses and potentially having conflicts of interest with the Company's business and/or in selecting potential target businesses for the Initial Business Combination;
- legislative and/or regulatory changes, including changes in taxation regimes; and
- potential risks relating to taxation itself.

This list of factors that may affect future performance and the accuracy of forward-looking statements is illustrative, but by no means exhaustive, and should be read in conjunction with other factors that are included in this Prospectus. See the section "*Risk Factors*". Should one or more of these risks materialise, or should any underlying assumptions prove to be incorrect, the Company's actual financial condition, cash flows or results of operations could differ materially from what is described herein as anticipated, believed, estimated or expected. All forward-looking statements should be evaluated in light of their inherent uncertainty.

Any forward-looking statement made by the Company in this Prospectus applies only as of the date of this Prospectus and is expressly qualified in its entirety by these cautionary statements. Factors or events that could cause the Company's actual results to differ may emerge from time to time, and it is not possible for the Company to predict all of them. Except as required by laws and regulations, the Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this Prospectus to reflect any change in its expectations or any change in events, conditions or circumstances on which any forward-looking statement contained in this Prospectus is based.

Incorporation by reference

The Articles of Association are incorporated in this Prospectus by reference and, as such, form part of this Prospectus. The Articles of Association can be obtained free of charge from the Company's website at (www.crystalpeaktech.com).

No incorporation of website

Prospective investors should only rely on the information that is provided in this Prospectus or incorporated by reference into this Prospectus. No other documents or information, including the contents of the Company's website www.crystalpeaktech.com, websites accessible from hyperlinks on that website or any other website referred to in this Prospectus, forms part of, or is incorporated by reference into, this Prospectus. Other than this Prospectus and the Articles of Association, the contents of the Company's website www.crystalpeaktech.com, websites accessible from hyperlinks on that website or any other website referred to in this Prospectus, have not been scrutinised or approved by the AFM.

Certain terms

As used herein, all references to the "Company" refers to Crystal Peak Acquisition, a special purpose acquisition company incorporated as an exempted company under the laws of the Cayman Islands, and "Board" refers to the board of directors of the Company.

Definitions

This Prospectus is published in English only. Definitions used in this Prospectus are defined in the section "*Defined Terms*".

Notice to Investors

The Offering and the distribution of this Prospectus, any related materials and the offer, acceptance, delivery, transfer, exercise, purchase of, subscription for, or trade in the Units, Public Shares or Public Warrants may, in certain jurisdictions, including, but not limited to, the United States, be restricted by law. Persons in possession of this Prospectus are required to inform themselves of, and to observe, any such restrictions. Any failure to

comply with such restrictions may constitute a violation of the securities laws of any such jurisdiction. This Prospectus may not be used for, or in connection with, and does not constitute or form part of any offer to sell, or any invitation to purchase, any of the Units, Public Shares or Public Warrants in any jurisdiction in which such offer or invitation is not authorised or would be unlawful. Neither this Prospectus, nor any related materials, may be distributed or transmitted to, or published in, any jurisdiction except under circumstances that will result in compliance with any applicable laws or regulations.

None of the Company, the Founders, the members of the Board, the Bookrunner or any of their respective affiliates or representatives is making any representation to any offeree or purchaser of the Units, Public Shares or Public Warrants regarding the legality of an investment in the Units, Public Shares or Public Warrants by such offeree or purchaser under the laws applicable to such offeree or purchaser.

All purchasers of Units, Public Shares or Public Warrants are deemed to acknowledge that: (i) they have not relied on the Bookrunner or any person affiliated with the Bookrunner in connection with any investigation of the accuracy of any information contained in this Prospectus or their investment decision, and (ii) they have relied only on the information contained in this Prospectus, and (iii) no person has been authorised to give any information or to make any representation concerning the Company, the Units, the Public Shares or the Public Warrants (other than as contained in this Prospectus) and, if given or made, any such other information or representation has not been relied upon as having been authorised by the Company or the Bookrunner.

EXCEPT AS OTHERWISE SET OUT IN THIS PROSPECTUS, THE OFFERING DESCRIBED IN THIS PROSPECTUS IS NOT BEING MADE TO INVESTORS IN THE UNITED STATES, CANADA, AUSTRALIA OR JAPAN, AND THIS PROSPECTUS SHOULD NOT BE FORWARDED OR TRANSMITTED IN OR INTO THE UNITED STATES, CANADA, AUSTRALIA OR JAPAN.

Because of the following restrictions, prospective investors are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of the Units, Public Shares or Public Warrants.

This Prospectus is directed exclusively (i) at certain institutional investors in the Netherlands and certain institutional investors outside the Netherlands and outside the United in reliance on Regulation S under the U.S. Securities Act and (ii) in the United States at QIBs as defined in Rule 144A under the U.S. Securities. See the section "*Selling and Transfer Restrictions"*. References to "investors", "prospective investors" or similar terms in this section should be interpreted accordingly.

This Prospectus may not be used for, or in connection with, and does not constitute or form part of any offer or invitation to sell, or any solicitation of any offer to acquire Units, Public Shares or Public Warrants in any jurisdiction in which such an offer or solicitation is unlawful or would result in the Company becoming subject to public company reporting obligations outside the Netherlands.

This Prospectus has been prepared solely for use in connection with the Admission of (i) the Public Shares and Public Warrants underlying the Units and (ii) Public Shares resulting from the conversion of Public Warrants, Founder Shares and Founder Warrants after the completion of the Offering.

This Prospectus is not published in connection with and does not constitute an offer to the public of securities by or on behalf of the Company.

The Offering and the distribution of this Prospectus, any related materials and the offer, acceptance, delivery, transfer, exercise, purchase of, subscription for, or trade in the Units, Public Shares and Public Warrants may be restricted by law in certain jurisdictions. This Prospectus may only be used where it is legal to offer, solicit offers to purchase or sell or subscribe for Units, Public Shares and Public Warrants. Persons who obtain this Prospectus must inform themselves of and observe any such restrictions.

No action has been or will be taken that would permit a public offer or sale of the Units, Public Shares or Public Warrants, or the possession or distribution of this Prospectus or any other material in relation to the Offering in any jurisdiction where action may be required for such purpose. Accordingly, no Units, Public Shares or Public Warrants may be offered or sold directly or indirectly, and neither this Prospectus nor any offer material, advertisement or any other related material may be distributed or published in or from any jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations.

Any person (including, without limitation, agents, custodians, nominees and trustees) who has a contractual or other legal obligation to forward this Prospectus should read the section "*Selling and Transfer Restrictions*" in this Prospectus.

Certain U.S. considerations

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

Since the net proceeds of the Offering are intended to be used to complete the Initial Business Combination, the Company may be deemed to be a "blank check" company under the United States securities laws. However, because there will be no offer to the public of the Public Shares or the Public Warrants in the United States and no registration of the Public Shares or the Public Warrants under the U.S. Securities Act, the Company is not subject to rules promulgated by the U.S. Securities and Exchange Commission (the "**SEC**") to protect investors in blank check companies, such as Rule 419 under the U.S. Securities Act, or the requirements of U.S. stock exchanges for SPACs listed in the United States. Accordingly, no prospective investor will be afforded the benefits or protections of those rules. Among other things, this means the Company's Public Shares and Public Warrants will be immediately tradable, the Company will have a longer period of time to complete the Initial Business Combination than companies subject to Rule 419 do, it will not be required to deposit the net proceeds into a deposit account (although it will choose to do so) or other segregated account and it will not be required to provide investors with an option in the future to require the Company to return such Public Shareholders' investment in the Company.

Enforceability of Civil Liabilities

The Cayman Islands has a less developed body of securities laws as compared to the United States or the European Union and provides significantly less protection to investors. Additionally, Cayman Islands companies may not have standing to sue before the federal courts of the United States or any courts in member states of the European Union. Although there is no statutory enforcement in the Cayman Islands of judgments obtained in member states of the European Union, the courts of the Cayman Islands will recognise a foreign judgment as the basis for a claim at common law in the Cayman Islands provided such judgment:

- is given by a competent foreign court;
- imposes on the judgment debtor a liability to pay a liquidated sum for which the judgment has been given;
- is final;
- is not in respect of taxes, a fine or a penalty; and
- was not obtained in a manner and is not of a kind the enforcement of which is contrary to the public policy of the Cayman Islands

The Company has been advised by Maples and Calder, its Cayman Islands legal counsel, that the courts of the Cayman Islands are unlikely:

- to recognise or enforce against the Company judgments of courts of the United States predicated upon the civil liability provisions of the federal securities laws of the United States or any state; and
- in original actions brought in the Cayman Islands, to impose liabilities against the Company predicated upon the civil liability provisions of the federal securities laws of the United States or any state, so far as the liabilities imposed by those provisions are penal in nature.

In those circumstances, although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will recognise and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided certain conditions are met. For a foreign judgment to be enforced in the Cayman

Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, and or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere.

DIVIDENDS AND DIVIDEND POLICY

Dividend history

The Company has not paid any dividends to date.

Dividend policy

The Company 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 the Initial Business Combination. The payment of cash dividends in the future will be dependent upon the Company's revenues and earnings, if any, capital requirements and general financial condition. The payment of dividends after the Initial Business Combination will be within the discretion of the Board at such time. Further, any agreements that the Company may enter into in connection with the financing of the Initial Business Combination may restrict or prohibit payment of dividends by the Company.

REASONS FOR THE OFFERING AND USE OF PROCEEDS

Reasons for the Offering

The Company's main objective is to complete its Initial Business Combination by the Business Combination Deadline. The reason for the Offering is to raise capital that will fund the consideration to be paid for the Initial Business Combination and transaction costs associated therewith.

Use of Proceeds

The Company is offering 15,000,000 Units at an Offer Price of U.S.$10.00 per Unit.

The net proceeds from (i) the Offering and (ii) the private placement to the Founders and the Anchor Investors of the Founder Warrants after deduction of costs and expenses relating to the Offering and Admission, less an amount equal to U.S.$2,100,000 that will be used by the Company to fund its initial working capital (the "**Initial Working Capital Allowance**"), will be deposited in the Trust Account together with an amount corresponding to the estimated deferred underwriting commissions.

The Company will likely use substantially all the amounts held in the Trust Account in order to (i) pay the seller of the target business with which the Company will complete its Initial Business Combination, and (ii) subject to the conditions set forth in the Company's Articles of Association for such redemption being met, redeem the Public Shares held by Redeeming Shareholders (see "*Proposed Business – Manner of conducting redemptions*").

In case of completion of the Initial Business Combination, the Company will also pay the deferred underwriting commissions to the Bookrunner in accordance with the provisions of the Underwriting Agreement (see "*Plan of Distribution – Underwriting Arrangements*" for further details).

The Company estimates that the net proceeds of the Offering, in addition to the funds it will receive from the private placement of Founder Warrants, will be as set forth in the following table:

	(U.S.$, except percentages)
Gross proceeds	
Gross proceeds from Units offered in the Offering	150,000,000
Gross proceeds from private placement of Founder Shares	25,000
Gross proceeds from private placement of Founder Warrants	5,500,000
Total gross proceeds	155,525,000
Offering Expenses for the Company[(1)]	
Underwriting commissions, excluding deferred commissions[(2)]	1,875,000
Legal and accounting fees and expenses in connection with the Offering[(3)]	950,000
Other expenses[(4)]	600,000
Total Offering Expenses	3,425,000
Net proceeds from the Offering and private placement of Founder Warrants	152,100,000
Initial Working Capital Allowance[(5)]	2,100,000
Total proceeds held in the Trust Account[(6)]	150,000,000
Percentage of gross proceeds from the Offering held in the Trust Account	100%

Notes:

(1) These expenses are estimates only.

(2) The Bookrunner has agreed to defer part of its underwriting commissions, consisting of U.S.$4,875,000. Pursuant to the Underwriting Agreement, the payment of the deferred underwriting commissions will be made by the Company within thirty (30) calendar days from the Business Combination Completion Date. No deferred underwriting commission will be paid to the Bookrunner if no Initial Business Combination is completed by the Business Combination Deadline at the latest. The Bookrunner will not be entitled to any interest accrued on the deferred underwriting commissions.

(3) Excludes deferred legal fees in connection with the Offering amounting to U.S.$500,000 which are payable by the Company upon completion of the Initial Business Combination.

(4) These costs consist of, inter alia, Euronext fees, D&O Insurance, Listing Agent fees, running costs of the Trust Account and costs for the Company's website.

(5) Following Admission, the Company will have available an amount of U.S.$2,100,000 that will constitute its Initial Working Capital Allowance. The Company believes that this amount will be sufficient to fund its working capital and pay its costs and expenses during the period after Admission and prior to the completion of its Initial Business Combination, which may include administrative services, regulatory fees, director and officer liability insurance premiums, auditing fees, expenses incurred in structuring, negotiating and documenting the Initial Business Combination, legal and accounting due diligence and other expenses incurred in identifying potential target businesses and companies for the Initial Business Combination. A portion of the Initial Working Capital Allowance (if any) may also be used to pay Offering Expenses that exceed the amounts shown in the Use of Proceeds table, if any. These funds also will be used to reimburse the members of the Company's Board and the Founders for any out-of-pocket expenses reasonably incurred by them in connection with activities on behalf of the Company, such as identifying potential target businesses and/or companies and performing due diligence on Initial Business Combination candidates. The Company does not anticipate any change in its intended use of funds, other than fluctuations within the current categories of allocated expenses, which fluctuations, to the extent they exceed current estimates for any specific category of expenses, would be deducted from the amounts that the Company has reserved for miscellaneous expenses and reserves.

(6) The proceeds held in the Trust Account amount to U.S.$10.00 per Unit, which is equal to 100% of the Unit Offer Price.

The Trust Account

The net proceeds from (i) the Offering and (ii) the issuance of the Founder Warrants after deduction of costs and expenses relating to the Offering and Admission, less an amount equal to U.S.$2,100,000 that will be used by the Company as its Initial Working Capital Allowance, will be deposited in the Trust Account together with an amount corresponding to the estimated deferred underwriting commissions. These amounts will be released only as detailed in the Trust Agreement and as summarised in this Prospectus (see "— *The Trust Agreement*").

The outstanding amounts held in the Trust Account will be entirely released to the Company immediately prior to the completion of the Initial Business Combination. Accordingly, the amounts released from the Trust Account that are not (i) used to pay the consideration for the Initial Business Combination and, as applicable, the redemption price of the Public Shares held by Redeeming Shareholders, (ii) used to pay income taxes on interest income earned on the amounts held in the Trust Account (if any) as well as fees and expenses associated with the Trust Account, and (iii) used to pay for deferred underwriting commissions, will be available to the Company and will, along with any other net proceeds not expended, be used as working capital to finance the operations of the acquired target business. Such funds could also be used to repay any operating expenses, including those incurred by the Founders and members of the Board, deferred legal fees in connection with the Offering, or finders' fees which the Company had incurred prior to the completion of the Initial Business Combination if the funds available to the Company outside of the Trust Account were insufficient to cover such expenses.

A Public Shareholder will only be entitled to receive funds held in the Trust Account (i) if the Initial Business Combination is completed and its Public Shares are redeemed by the Company to the extent such Public Shareholder is a Redeeming Shareholder and the conditions for such redemption set forth in the Articles of Association are met, as further described in "*Proposed Business – Redemption rights for Public Shareholders upon completion of the Initial Business Combination* ", or (ii) to the extent that the Company fails to complete its Initial Business Combination at the latest on the Business Combination Deadline and is subsequently liquidated, as described in "—*Failure to complete the Initial Business Combination*". In no other circumstances will a Public Shareholder have any right or interest of any kind to or in the amounts held in the Trust Account.

The Trust Agreement

Following Settlement, the Company will have legal ownership of the cash amounts contributed by Public Shareholders and the Board will, as a basic principle, have the authority and power to spend such amounts. In order to ensure the sums committed by Public Shareholders are used for no other purpose than as described in this Prospectus, the Company has entered into a trust agreement with Deutsche Bank Trust Company Americas (the "**Trustee**") (the "**Trust Agreement**").

The Trustee will hold the Trust Account in a designated bank account at Deutsche Bank AG, London Branch. The Trustee shall only release the funds within the Trust Account in accordance with the terms of the Trust Agreement. The amounts held in the Trust Account shall only be held in cash and shall accrue interest based on the Effective Federal Funds Rate. The Trust Agreement is governed by English law.

The Company's Articles of Association provide that the terms of the Trust Agreement which govern the release of funds from the Trust Account may only be amended if approved by Ordinary Shareholders holding 65% or more of the Ordinary Shares, and that any other provision of the Trust Agreement may only be amended if approved by a simple majority of the Ordinary Shareholders. The Founders, who will own 16% of the Ordinary Shares and upon completion of the Offering, will have the discretion to vote in any manner they choose.

Failure to complete the Initial Business Combination

The Company's Articles of Association provide that it will have only 18 months from the closing of the Offering to complete its Initial Business Combination, subject to a six-month extension period if the Company has signed a legally binding agreement with a target business in relation to an Initial Business Combination within such 18 month period. If the Company is unable to complete its Initial Business Combination by the Business Combination Deadline, it 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 (less taxes payable and up to U.S.$ 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 the case of (ii) and (iii) above 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. There will be no redemption rights or liquidating distributions with respect to the Public Warrants or the Founder Warrants, which will expire worthless if the Company fails to complete its Initial Business Combination by the Business Combination Deadline. See "*Proposed Business – Effecting the Initial Business Combination - Redemption of Public Shares and liquidation if no Initial Business Combination*".

Remuneration

The Company expects that due diligence of prospective target businesses and/or companies will be monitored or performed by the Founders and the other members of the Board. Additionally, the Company may engage market research firms and/or third party consultants. As of the date of this Prospectus, it is contemplated that the members of the Board will be entitled to the compensation described under "*Management, Employees and Corporate Governance – Officer and Director Compensation*" and to the reimbursement of any reasonable out-of-pocket expenses incurred in connection with activities conducted on behalf of the Company, such as identifying potential target businesses and/or companies and performing due diligence on any contemplated Initial Business Combination.

PROPOSED BUSINESS

Business Overview and Business Strategy

The Company is a special purpose acquisition company incorporated on 25 February 2021 as an exempted company under the laws of the Cayman Islands for the purpose of acquiring a company or operating business with principal business operations in Europe or the wider EMEA region through a merger, capital stock exchange, share purchase, asset acquisition, reorganisation or similar transaction, referred to throughout this prospectus as the Company's Initial Business Combination. Until the date of this Prospectus, the principal activities of the Company have been limited to organisational activities and preparation of the Offering and of this Prospectus. The Company has not yet selected a specific Initial Business Combination target nor has it initiated any discussions, directly or indirectly, with a potential Initial Business Combination target but it does have a selection of potential targets under consideration.

The Company and the Founders do not intend to engage in negotiations with any target business prior to the completion of the Offering.

The Company's Founders are experienced executives with track records as entrepreneurs, senior managers, board members, lead advisors and authorities across the European and wider EMEA digital and technology ecosystems. The Founders have experience in building and operating high-growth businesses in the European and wider EMEA digital and technology ecosystems and a track record in identifying and executing strategic investments and acquisitions. The Founders believe their combined experience in creating shareholder value and operating in public markets, as well as their ability to source and execute transactions, will help position the Company to pursue its Initial Business Combination.

The Company's mission is to identify established, growth-orientated targets within specific segments in the European and wider EMEA digital and technology ecosystems and to conclude a transaction with one of these targets. The Company believes that it can offer not only an attractive path to a European public listing but also a combination of capital and resources for refinancing, growth investment and shareholder liquidity, as well as executive support and experience. The Company's strategy is to focus on situations where there is a combination of industry dynamics and business specific characteristics with a clear path toward market leadership. The Founders believe their extensive networks and relationships established over many years will help the Company in identifying a range of opportunities across the European and wider EMEA digital and technology landscape and engaging with the relevant stakeholders to conclude a transaction.

The Company will focus on select segments across the European and wider EMEA digital and technology industry that are benefitting from the trend toward digitalised commercial interactions. It is the opinion of the Company that these segments have significant growth potential and the Founders' collective experience positions the Company as a potential counterparty for companies in these segments. These segments include, but are not limited to, cloud infrastructure, cloud services, SaaS and enterprise software, digital media, digital consumer and eCommerce, fintech and data-enabled technologies. Within these segments, the Company aims to identify businesses that demonstrate specific criteria for value creation potential, growth potential, revenue visibility and unit economics.

The Company believes there is demand for flexible capital and investment liquidity across the EMEA digital and technology landscape. The Company's view is that a proportion of growth companies in the EMEA market have no clear path to a public listing. Despite the potential for significant growth and shareholder value creation, many companies in the EMEA markets remain private and are inaccessible to the public market. By leveraging the Founders' experience, relationships and extensive networks, the Company believes that it can identify these businesses and provide an attractive path to a public listing.

Initial Business Combination criteria

The Company intends to apply the following guidelines when selecting and evaluating prospective target businesses:

- The Company will focus on targets in select segments across the European and wider EMEA digital and technology industry, including but not limited to cloud infrastructure, cloud services, SaaS and

enterprise software, digital media, digital consumer and eCommerce, fintech and data enabled technologies.

- Within the Company's target industry sectors, the Company is looking to partner with companies which preferably, share a number of key criteria:
    - a leading market position or the potential to achieve a leading market position in a segment that includes a large total addressable market, barriers to entry and growth dynamics;
    - businesses with a growth driven, corporate mindset and culture including a management team who strongly believes in growth and has the ability execute on growth initiatives;
    - predictable revenue and/or a recurring revenue model with profitable unit economics and potential for margin expansion; and
    - a focus on businesses based in Europe with an extension in select cases to the wider EMEA region.
- The Company will seek to obtain a majority (or otherwise controlling) stake in a target business by means of a merger, capital stock exchange, share purchase, asset acquisition, reorganisation or similar transaction, or a combination of these methods, using a substantial proportion of the proceeds of the Offering and the private placement of the Founder Warrants.
- The Company will not pursue a Business Combination with an investment institution (*beleggingsinstelling*).

These guidelines are not intended to be exhaustive. Any evaluation relating to the merits of a particular acquisition will be based, to the extent relevant, on some or all of the above factors as well as other considerations deemed relevant to the Company's business objectives by the Board. For reasons of transparency, the Company elects to disclose the guidelines set out above. Such disclosure is without prejudice to the fact that the Company explicitly retains the flexibility to propose to its Shareholders an Initial Business Combination with a target business that does not meet one or more of the criteria. In the event that the Company proposes to enter into an Initial Business Combination with a target business that does not meet the above criteria and guidelines, it will disclose that the target business does not meet the above criteria in the Shareholder circular and/or the combined circular and prospectus published in connection with the Business Combination EGM. See also "*Risk Factors - Although the Company has identified general criteria and guidelines that it believes are important in evaluating prospective target businesses, the Company may enter into its Initial Business Combination with a target that does not meet such criteria and guidelines, and as a result, the target business with which the Company enters into the Initial Business Combination may not have attributes entirely consistent with the Company's general criteria and guidelines.*"

The Company's Board of Directors and Founders

Michael Tobin OBE

Michael Tobin is a Co-Founder and the Chairman of the Company and is currently the Founder and Managing Director of Tobin Ventures. Mr. Tobin, a serial entrepreneur, has had a long career as a CEO, Chairman and Non-Executive Board Member of multiple technology companies across Europe and internationally. As the former CEO of Telecity, a FTSE 250 European carrier, neutral data centre and colocation provider, Mr. Tobin built one of the largest independent data centre providers in the UK and Europe. In 2014, he received an honour from Her Majesty the Queen – an OBE for services to the digital economy.

Mr. Tobin currently holds various Chairman and Non-Executive Director appointments, including roles at Audioboom, Edgeconnex, Bigblu, NorthC, Pulsant, EverArc and SVF Investment Corp3. He is the former Chairman or Non-Executive Director of multiple European and international technology companies, including Basefarm, Kinolt, IXcellerate, Teraco, Equinix Itconic, Datapipe and Pacnet.

Mr. Tobin began his career at Goupil, where he was UK Technical Director before being promoted to Managing Director at the age of 21. Mr. Tobin then spent a decade in Paris with International Computer Group before

setting up a number of U.S. businesses around Europe. He then joined ICL Fujitsu in Copenhagen before returning to the UK.

Mr. Tobin returned to the UK to join data centre company Redbus Interhouse as Sales and Marketing Director, where he was eventually promoted to the company's CEO role. Mr. Tobin undertook the restructuring of the business in 2004, subsequently designing and leading its de-listing and merger with Telecity in 2006. Under Mr. Tobin's leadership, Telecity was relisted on the London Stock Exchange at approximately U.S.$820,000,000 equity value in 2007 (see the section "*Successful track record in creating shareholder value*" below for further details).

In addition to his current roles as Chairman and Co-Founder of the Company and Founder and Managing Director of Tobin Ventures, Mr. Tobin is a regular motivational speaker for global technology industry events and entrepreneurial conferences. He has also had three books published based on his business and personal experiences. Mr. Tobin is the recipient of multiple industry awards for his contributions to the European technology industry, including Britain's Top 50 Entrepreneurs (2005), Ernst & Young Entrepreneur of the Year (2009 and 2010), Data Centres Europe Lifetime Achievement Award (2011), Best Business Award Outstanding Non-executive Director (2015) and Top Influencer of the Year (Data Economy, 2017), among others.

Mr. Tobin holds an HND in Electrical and Electronic Engineering.

Rupert Robson

Rupert Robson is a Co-Founder and Director of the Company and the Chairman and Founder of Torch, a Europe-based financial and strategic advisor focused on the digital and technology driven sectors. Mr. Robson has a history of sourcing and executing mergers and acquisitions and growth equity transactions in the digital and technology sector.

Mr. Robson founded Torch in 2003 and has originated and advised on technology transactions across Europe and more widely since that time. Transactions where Mr. Robson and his team have been involved include Telecity, Just Eat, Zoopla and Teraco.

Mr. Robson and Torch started working with the main shareholder of Telecity in 2003. In 2005, Mr. Robson advised on the take private of Telecity, then very shortly afterwards the take private of Redbus to be combined with Telecity. He advised on debt financing, the initial public offering ("**IPO**") and multiple acquisitions over an approximately ten year period (see the section "*Successful track record in creating shareholder value*" below for further details).

In 2006, Mr. Robson and Torch started working with Just Eat. Mr. Robson and Torch helped position the company, advising first on a Series A round, then subsequent financing rounds (Series B and Series C), as well as advising on the IPO. They then advised the company on two M&A transactions: the combination of its Brazilian business with Ifood in 2014, and the acquisition of assets from Rocket Internet in 2016.

Mr. Robson and Torch acted as the exclusive financial adviser to Permira in December 2014 on its acquisition of Teraco, an African datacentre business, based in South Africa. Permira, in partnership with its management, acquired Teraco from local venture capital funds and private investors. In 2019, Torch acted as joint financial adviser to both Teraco and Permira on the transaction with Berkshire Partners, with Permira remaining a significant minority investor.

Mr. Robson and Torch started working with Zoopla, the UK property classified business, in 2014, following its IPO, advising them on the acquisition of uSwitch in 2015. Mr. Robson and Torch subsequently advised on both the acquisition of Property Software Group and later money.co.uk.

Rupert holds an MBA from the Stanford University Graduate School of Business (Arjay Miller Scholar) and an MA (first class) from Cambridge University.

Seth Schelin

Seth Schelin is a Co-Founder and Director of the Company as well as an independent industry advisor to private equity investors and portfolio companies in the European technology and digital media sectors. In February 2021, Mr. Schelin completed a term as an interim member of the executive team at Speedster BidCo GmbH, the owner of AutoScout24 GmbH ("**AutoScout24**") where he held multiple senior roles including Country

Manager for Austria, Group Head of Media Operations and Director of Strategy and Corporate Development. Before leaving AutoScout24, he oversaw the disposal of its subsidiary, Finanzcheck Finanzportale GmbH, to smava GmbH, where he now sits on the Board as a Non-Executive Director.

From December 2012 to March 2018, Mr. Schelin was Senior Vice President at Scout24 AG and from 2014 was a member of the Executive Leadership Team with C-Level responsibility across multiple group functions including Strategy and M&A (2014 to 2018), Scout24 Media (2015 to 2016) and German Sales Operations (2017 to 2018). As Senior Vice President of group M&A for Scout24 AG he managed a team that completed 12 transactions between 2013 and 2017, and he oversaw the post-merger integration of acquisitions in the Netherlands and Austria.

As the senior executive responsible for group strategy, he led the value creation team that restructured the Scout24 group in 2014, divesting non-core operations, reducing its ordinary operating cost base and helping to prepare the company for its IPO in 2015. Following the IPO, Mr. Schelin established Scout24 Media, the arm of Scout24 conducting its commercial activities in adjacent networked markets such as mortgages, relocation services, car insurance and personal credit as well as its data-driven digital display advertising business. He was the senior executive responsible for Scout24 Media until March 2017.

In March 2017, Mr. Schelin was given responsibility for the core German sales operations of both ImmobilienScout24 and AutoScout24. In this role, he was accountable for the achievement of targets toward the majority of the group's revenue in 2017. He also managed the implementation of customer growth initiatives and oversaw department-wide performance improvement programs across the key functions of staffing, training, compensation, forecasting and sales marketing for approximately 200 employees.

Prior to his career at Scout24, Mr. Schelin spent more than 15 years in M&A and finance advisory for growth companies with a focus on the European technology sector. He started his career in 1997 in San Francisco at Hambrecht & Quist, Inc. ("**H&Q**") before moving to its London office in 1999. After H&Q's acquisition by Chase Manhattan and subsequent merger with JPMorgan, he served as Vice President of TMT Investment Banking at JPMorgan Chase & Co., until his departure in 2003. From 2004 to 2007, Mr. Schelin was the CEO of McNamee Lawrence & Co, Ltd., a boutique, UK (FSA) regulated investment bank with a technology, media and telecommunications focus, prior to joining Torch as a Managing Director from 2008 to 2012. See the section "*Successful track record in creating shareholder value*" below for further details.

Mr. Schelin holds a Master's degree in Mechanical Engineering and a dual Bachelor's degree in History and Mechanical Engineering from Stanford University.

Non-Executive Directors

Christopher Armistead

Christopher Armistead has more than 15 years' experience working with private equity and company investors, shareholders and the boards of directors of multiple media companies, including World Directories, AT&T Interactive and the Yellow Pages Group. Mr Armistead has worked in numerous countries, having spent the early part of his career as the general manager for Sensis Pty Ltd, Australia and then as the managing director of World Directories in the Netherlands and Portugal. Mr Armistead subsequently served as an executive director for AT&T Interactive in Los Angeles, California before going on to serve as chief executive of the Yellow Pages Group in New Zealand.

Mr Armistead served as Senior Vice President and Chief Operating Officer for Global Directories' 21 Caribbean territories headquartered in the Cayman Islands. He was also responsible for the acquisition and set up of the company's Belize operations. He then worked for the Scout24 Group as the Vice-President of Sales Transformation and Enablement in Germany. Currently, Mr Armistead is the Chief Revenue Officer for the Yello Media Group in the Cayman Islands.

Mr Armistead completed a leadership and management course at Harvard Business School and holds a bachelor's degree from the University of Georgia.

Paola Bonomo

Paola Bonomo started her career at McKinsey & Company, where she was an advisor to top management teams at leading international companies on strategic positioning, growth, new markets, alliances and acquisitions. She then worked in leadership roles in the digital domain such as Senior Director, European Operations at eBay International, Head of Online Services, Commercial Operations at Vodafone Italia and Regional Director, Southern Europe at Facebook. Ms. Bonomo currently sits on the boards of TIM S.p.A., FAAC S.p.A., Sisal S.p.A., AXA Assicurazioni S.p.A, and Piquadro S.p.A..

Since 2009 Ms. Bonomo has invested in technology start-ups with Italian Angels for Growth, where she focuses on investments in the digital space. In 2015 and 2016, she was recognised as one of the Inspiring Fifty, the fifty most inspiring women in European technology. In 2017, she was recognized with the Business Angel of the Year award in Italy and the Golden Aurora award for the best woman business angel in Europe. In 2018, she co-founded Angels4Women. Ms. Bonomo is Vice Chair at Italian Angels for Growth and a member of the Investment Committee for venture capital fund Neva First.

Ms. Bonomo holds an undergraduate degree in Business Administration from Bocconi University in Milan and an MBA from the Stanford Graduate School of Business.

Pat Billingham

Pat Billingham has over 27 years' experience in accounting and auditing, including 17 years as a tax specialist and as a Partner at EY. Ms. Billingham held business leadership roles within EY and advised multi-national and FTSE 100 clients on international and domestic tax strategies, outsourcing and transformational change. Ms. Billingham is an experienced Non-Executive Director with a mixed portfolio across a number of sectors and with specific experience in regulated businesses. She currently sits on the Boards of Catalyst Housing Limited, B+CE Group and RenaissanceRe Syndicate Management Limited. Ms. Billingham has delivered guest lectures at the University of Exeter and was a member of Exeter Business School's Tax Administration Research Centre. She holds a formal certification by the United Kingdom Commissioners of Inland Revenue and currently serves on the EY National Alumni Council representing London.

The Company's value proposition and differentiation

Management team with significant industry experience

The Founders have track records as entrepreneurs, senior managers, board members, lead advisors and authorities across the European and wider EMEA digital and technology ecosystems. Mr. Tobin, Mr, Robson, and Mr. Schelin each have significant digital and technology-related management and supervisory experience and complementary expertise developed over years of helping build leading digital and technology companies.

Each of the Founders has public company experience. Mr. Tobin is a former FTSE 250 CEO who currently holds multiple Chairmanships and NED roles. He has a track record in growing and scaling organisations, both organically and through mergers and acquisitions. Mr. Robson has a track record of advising on transactions to create digital and technology platforms. He founded and has built a digital and technology advisory businesses in Europe. Mr. Schelin has experience in deal-making and value creation as a C-Level operational executive, as well as a long term strategic advisor, over nearly 20 years working with European technology companies.

The Founders have experience working with businesses operating in the same ecosystem as many of the companies in the Company's target segments. The Company intends to leverage the Founders' network of relationships with industry professional and peers in the European and wider EMEA digital and technology markets to engage with founders, managers and owners in the Company's target universe. The Company believes that the Founders' set of experiences building, operating and scaling businesses will help to differentiate the Company.

Successful involvement in creating shareholder value

The Founders have played roles in multiple transformational growth stories across the European market. Mr. Tobin has implemented multiple corporate strategic and financial transformations and was the CEO responsible for the transformation of Telecity. Mr. Tobin grew Telecity through more than ten acquisitions and various strategic initiatives, scaling the business across Europe and creating one of the largest carrier neutral data centre and colocation providers on the continent. The business grew to over U.S.$2.5 billion in equity value before Mr. Tobin stepped down as CEO in August 2014 and the business was subsequently sold to Equinix a few

months later for U.S.$3.6 billion. See also the above section "*The Company's Board of Directors and Founders – Michael Tobin*".

Mr. Robson has advised a number of Europe's growth businesses. A number of the platforms on which Mr. Robson and his team advised have generated significant shareholder value and returns on capital. Success stories where Mr. Robson and his team at Torch have advised include Telecity, Just Eat, Zoopla and Teraco, as further detailed above in the section "*The Company's Board of Directors and Founders – Rupert Robson*".

Mr. Schelin was a Senior Vice President at Scout24 AG when it was acquired in a leveraged buyout by private equity investors in February 2014, he was the only Senior Vice President to join the Executive Leadership Team and remain with the business through its restructuring and subsequent IPO in October 2015 and until the final exit by the leveraged buyout investors in 2018. During his tenure with the company, more than €2 billion of equity value was created for the leveraged buyout investors. Mr. Schelin has also demonstrated the ability to source and execute deals with a track record of 12 M&A transactions at Scout24 AG to add to the more than 50 deals he completed as an advisor and investment banker, as further detailed above in the section "*The Company's Board of Directors and Founders – Seth Schelin*".

Capital markets experience

Each Founder has led or helped manage multiple capital markets initiatives in multiple European markets.

Mr. Tobin was CEO of Redbus Interhouse before it was delisted and he led the subsequent merger with, and IPO of, Telecity. Mr. Tobin is currently Chairman of two United Kingdom based publicly listed technology companies, Bigblu Broadband PLC and Audioboom PLC as well as being a Senior Independent Non-Executive Director at EverArc PLC, a publicly listed acquisition company with fully committed capital.

Mr. Robson has a track record in capital markets having advised on multiple public market transactions, including the IPOs of Telecity and Just Eat as well as the Class 1 acquisition of uSwitch by Zoopla.

As a key member of Scout24's executive team during its IPO preparation process, Mr. Schelin was closely involved in the listing of the business and communication with investors. He has also advised on numerous capital markets transactions during his more than 15 years' experience as an investment banker.

The Company believes that the extensive experience the Founders have with investors and media will help the Company in successfully positioning its target for its Initial Business Combination.

Deal Sourcing

Through decades of experience in digital and technology industry leadership roles, the Founders have developed trusted relationships and sector knowledge across European and wider EMEA markets. The Company is confident that it is well positioned to access multiple opportunities in order to effect its Initial Business Combination. The Founders' track record indicates their capabilities in identifying and executing strategic investments and acquisitions within multiple segments across the European and wider EMEA market digital and technology ecosystems. The Company intends to utilise the Founders' European and global networks comprised of advisors, consultants, entrepreneurs, venture capitalists, private equity fund managers and C-Level executives and other key decision makers of both private and public companies. The Company believes that these relationships, developed over many years, will prove valuable in helping to identify and pursue a wide range of opportunities across the European and wider EMEA digital and technology landscape.

Mr. Tobin has a global network with access to key decision makers at high growth technology companies and leading financial sponsors. He regularly makes keynote appearances at industry events and is often a guest speaker, which has raised his profile within the industry and provides access to key players.

Torch, through Mr. Robson's stewardship, is a European advisor focused on digital and technology-driven sectors with established relationships across corporates, funds and entrepreneurial companies. Mr. Robson and Torch have active relationships with many investors and companies.

As an independent industry and financial advisor, Mr. Schelin has developed relationships across the EMEA region. Operating as a specialised industry advisor who offers interim executive support to private equity investors and portfolio companies, Mr. Schelin has gained insight into potential opportunities in the European technology sector.

The Founders know that many opportunities in the digital and technology ecosystems exist, some which align with the Company's strategy and others that do not. The Founders' track record of selecting businesses from a large universe of opportunities will help guide the Company to assess multiple targets, filter out those that do not meet the Company's criteria, and choose a target that demonstrates characteristics that the Company is looking for in its Initial Business Combination.

The Company's mission

The Company's mission is to identify a target within specific segments in the European and wider EMEA digital and technology ecosystems and to provide a path to a European public listing. The Company aims to leverage the Founders' combined experience, networks and resources to help a growth business realise its potential through a public listing and access to growth capital. Following the Initial Business Combination, the Founders may provide support to the executives of the target. The Company believes that a proportion of growth companies in the European market have no clear path to a public listing. Further, the Company believes that it is one of the first special purpose acquisition companies in Europe focused on the European and wider EMEA digital and technology sectors and a European listing, thereby potentially mitigating competition for assets and increasing the Company's probability of a successful Initial Business Combination. Through the Founders' combination of strategic expertise, operational experience, sector knowledge and networks, the Company believes that it is well positioned to capitalise on this opportunity. The Company's goal is to identify a business with growth as well as platform potential and to propel the business through the Initial Business Combination thereby helping cement a defensible position in a large market with continued growth potential.

The Company's strategy

It is the opinion of the Founders that their past experiences make the Company well positioned to identify attractive opportunities for its Initial Business Combination in specific segments within the European and wider EMEA digital and technology market. The Company's strategy is to focus on situations where there is a combination of: an industry dynamic in the segment or sub-segment; a target within the segment or sub-segment which has the right set of characteristics in terms of market position, culture, financial profile and geography of operations and a transactional dynamic around the target which makes it suitable for a combination transaction with a SPAC such as the Company.

Target industries

There are several segments across the European and wider EMEA digital and technology landscape that are benefitting from the digitalisation megatrend that is proliferating across the wider technology ecosystem.

The Founders believe these segments have significant potential and the Founders' collective experience places the Company in a strong position to unlock that potential. These segments include, but are not limited to, cloud infrastructure, cloud services, SaaS and enterprise software, digital media, digital consumer and eCommerce, fintech and data enabled technologies. Each space encompasses businesses with the relevant characteristics and the Company believes a multitude of opportunities exist where it is well-positioned to effectuate an Initial Business Combination that can create significant value.

The Company considers its target segments attractive because they support the digitalisation of the economy, both at the enterprise and consumer level. Cloud infrastructure is an important component of the digital economy, providing the necessary infrastructure – such as data centres and fibre infrastructure – that supports the delivery of cloud services to enterprises and consumers. Cloud services is the next layer – whether webhosting or managed services, cloud services help deliver the essential connectivity required in the modern economy. SaaS and enterprise software are a critical element of the digital economy, powering everything from communications and data analytics to security, human resources and multiple vertically focused applications. The digital media ecosystem is large and growing rapidly, providing various forms of omnichannel content, commerce and advertising, among other services, across homes and businesses. Digital and eCommerce has expanded significantly in recent years and has largely accelerated due to the COVID-19 pandemic. From online shopping and marketplaces to food delivery and the shared economy, this segment is experiencing rapid growth and significant untapped potential. Fintech helps enable the delivery of these goods and services and has disrupted the wider financial services sector. Finally, tech-enabled services include a large universe of service-related companies that have greatly benefitted from technological innovation, creating multiple high-growth companies in the process.

While the trends towards digitisation were already largely in place prior to the arrival of COVID-19 in the first quarter of 2020, COVID-19 has in nearly all segments of the digital and technology landscape acted as a catalyst and / or an accelerant of changes in consumer and business behaviour. The re-ordering of industry structures, in some cases in tandem with high degrees of abrupt change, has created a dynamic landscape in the segments on which the Company focuses and hence typically enhanced the likely opportunity set.

Within the various target industry segments across the digital and technology landscape, the Founders believe there is frequently the opportunity to build clear market leaders. Market leadership conveys sizeable benefits, inasmuch as it allows the positive segment dynamics to accrue to investors in the segment, rather than to participants (for example the global internet giants) who would benefit from segment commoditisation. These characteristics combined with the wider digitalisation megatrend make the SPAC opportunity highly relevant, especially as many businesses in the Company's target segments seek a clear path to a public listing, as well as further refinancing, capital raising and shareholder liquidity capabilities. The Company believes that its focus on these segments combined with the Founders' experience will allow the Company to unlock significant value.

Significant potential for SPACs in digital and technology sector in Europe / EMEA

Significant value has been created by companies in many segments and sub-segments as enterprises have worked to build market leaders. The number of European technology companies scaling to a U.S.$1 billion valuation continues to grow at an impressive speed. Europe saw the creation of 18 new U.S.$1 billion-plus technology companies in 2020, and now has 208 in total, compared to 104 in 2016. Europe is producing U.S.$1 billion companies as quickly as the US. Despite significant growth and the potential to unlock significant value, many companies in Europe and the wider EMEA markets remain private, creating a backlog of "unicorns" and soon-to-be "unicorns" inaccessible to the public market. With so much capital tied up in illiquid private markets, the Company believes there is a significant population of companies which could benefit from an accelerated path to a public listing. Many of these companies could also greatly benefit from guidance, leadership and expertise. This imbalance in the number of private companies and capital raised versus public companies is emblematic of an IPO market which does not properly fulfil the capital allocation function. Consequently, it is the Company's belief that its European and wider EMEA geographic focus will provide opportunities to achieve strong returns for investors.

The Company is aware of multiple businesses across the European and wider EMEA digital and technology ecosystems that demonstrate some or all of the criteria outlined above. Furthermore, the Company is aware of the demand for capital and shareholder liquidity for these businesses. In addition to its ability to provide a path to a European public listing, the Company's mission is to provide an attractive combination of refinancing, capital raising and shareholder liquidity capabilities, as well as support to the executives of the target.

COVID-19

Prior to the Initial Business Combination, as part of the fair determination of the consideration for a target business, and as part of evaluating the risks associated with such a target business, the Company will take into account (as far as possible) the financial and operational performance and overall resilience of the target business during the spread of the coronavirus. However, past performance of a target business cannot be guaranteed for the future and the Company cannot offer any assurance that a target business that has performed well compared to businesses that have been materially and adversely affected by the consequences of COVID-19, would not be materially and adversely affected by continuing concerns around COVID-19. While the effects of COVID-19 have put many businesses under financial stress with the effect of creating a target-rich environment for SPACs like the Company that can provide equity to strengthen the balance sheet and provide access to the public capital markets for businesses that are ready to go public, there can be no assurance that these factors will result in the Company finding a suitable acquisition target.

Effecting the Initial Business Combination

General

The Company is not presently engaged in, and will not engage in, any operations for an indefinite period of time following the Offering. The Company intends to effectuate the Initial Business Combination using cash from the proceeds of the Offering and the private placement of the Founder Warrants, the proceeds of the sale of Ordinary Shares in connection with the Initial Business Combination (pursuant to forward purchase agreements

or backstop agreements the Company may enter into following the completion of the Offering or otherwise), Ordinary Shares issued to the owners of the target, debt issued to banks or other lenders or the owners of the target, other securities issuances, or a combination of the foregoing. The Company may seek to complete the Initial Business Combination with a company or business that may be financially unstable or in its early stages of development or growth, which would subject the Company to the numerous risks inherent in such companies and businesses.

If the Initial Business Combination is paid for using equity or debt securities, or not all of the funds released from the Trust Account are used for payment of the consideration in connection with the Initial Business Combination or used for redemptions of the Public Shares, the Company may use the balance of the cash released to it from the Trust Account following the closing for general corporate purposes, including for maintenance or expansion of operations of the post-transaction company, the payment of principal or interest due on indebtedness incurred in completing the Initial Business Combination, to fund the purchase of other companies by the post-transaction company, or for working capital.

Sources of target businesses

The Company anticipates that target business candidates will be brought to its attention from various unaffiliated sources, including investment bankers and private investment funds. Target businesses may be brought to the Company's attention by such unaffiliated sources as a result of being solicited by the Company. These sources may also introduce the Company to target businesses in which they think the Company may be interested on an unsolicited basis, since many of these sources will have read this Prospectus and know what types of businesses the Company is targeting. The Company's directors, as well as their affiliates, may also bring to the Company's attention target business candidates of which they become aware through their business contacts as a result of formal or informal inquiries or discussions they may have, as well as attending trade shows or conventions. In addition, the Company expects to receive a number of proprietary deal flow opportunities that would not otherwise necessarily be available to it as a result of the track record and business relationships of its directors. While the Company has not engaged the services of professional firms or other individuals that specialise in business acquisitions, it may engage these firms or other individuals in the future, in which event the Company may pay a finder's fee, consulting fee or other compensation to be determined in an arm's length negotiation based on the terms of the transaction. The Company will engage a finder only to the extent management determines that the use of a finder may bring opportunities to the Company that may not otherwise be available, or if finders approach the Company on an unsolicited basis with a potential transaction that management determines is in the Company's best interest to pursue. Payment of a finder's fee is customarily tied to completion of a transaction, in which case any such fee will be paid out of the funds held in the Trust Account. The Company may engage members of the Torch Group for financial advisory, consultation and other support services in relation to the Initial Business Combination. Any such services would be provided on the basis of arm's length terms and market standard fees. Any such payments prior to the Initial Business Combination will be made from funds held outside the Trust Account. Other than the foregoing, there will be no finder's fees, reimbursement, consulting fee, monies in respect of any payment of a loan or other compensation paid by the Company to the Founders, officers or directors, or any affiliate of the Founders or officers prior to, or in connection with any services rendered in order to effectuate, the completion of the Initial Business Combination (regardless of the type of transaction that it is).

The Company is not prohibited from pursuing an Initial Business Combination with a target that is affiliated with the Founders, the Company's officers or directors, or from completing the Initial Business Combination through a joint venture or other form of shared ownership with the Founders or the Company's officers or directors. In the event the Company seeks to complete the Initial Business Combination with a target that is affiliated with the Founders or the Company's officers or directors, the Company, or a committee of independent directors, may obtain an opinion from an independent investment banking firm or a valuation or appraisal firm, that such Initial Business Combination is fair to the Company from a financial point of view, but the Company is not required to obtain such an opinion.

Fair market value of potential target businesses

The fair market value of all potential target businesses will be determined by the Board based upon standards generally accepted by the financial community, such as the market opportunity and market position of the target, the values of comparable businesses, earnings and cash flow, and book value. Such standards used will be disclosed as part of the information made available to the Shareholders at the time of publication of the relevant

notice and/or shareholder circular or combined circular and prospectus published in connection with the Business Combination EGM. The Board may decide to obtain an opinion from an independent expert as to the fair market value.

While the Company considers it likely that the Board will be able to make an independent determination of the fair market value of the Initial Business Combination, it may be unable to do so if it is less familiar or experienced with the business of a particular target or if there is a significant amount of uncertainty as to the value of the target's assets or prospects, including if such company is at an early stage of development, operations or growth, or if the anticipated transaction involves a complex financial analysis or other specialised skills and the Board determines that outside expertise would be helpful or necessary in conducting such analysis.

Evaluation of a target business and structuring of the Initial Business Combination

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

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

To consummate the Initial Business Combination, the Company may need to raise additional equity and/or incur debt financing. The mix of debt or equity would depend on the nature of a potential target business or company, including its historical and projected cash flow and its projected capital needs. It would also depend on general market conditions at the time of the Initial Business Combination, including prevailing interest rates and debt to equity coverage ratios.

Although there is no limitation on the Company's ability to raise funds privately or through loans that would allow it to acquire businesses and/or companies with an aggregate fair market value greater than an amount equal to amount available from the Trust Account, no such financing arrangements have been entered into or contemplated with any third parties to raise such additional funds through the sale of securities or otherwise. In addition, if such additional financing was required to complete the Initial Business Combination, the Company cannot guarantee investors that such financing would be available on acceptable terms, if at all.

In any event, the proposed funding for any such Initial Business Combination would be disclosed in the relevant notice and/or shareholder circular or combined circular and prospectus published in connection with the Business Combination EGM.

Lack of business diversification

For an indefinite period of time after the completion of the Initial Business Combination, the prospects for the Company's success will likely depend entirely on the future performance of a single business. Unlike other entities that have the resources to complete business combinations with multiple entities in one or several industries, it is probable that the Company will not have the resources to diversify its operations and mitigate the risks of being in a single line of business. By completing the Initial Business Combination with only a single entity, the Company's lack of diversification may:

- subject the Company to negative political, economic, competitive and regulatory developments, any or all of which may have a substantial adverse impact on the particular industry in which the Company operates after the Initial Business Combination, and/or
- cause the Company to depend on the marketing and sale of a single product or limited number of products or services.

Limited ability to evaluate the target's management team

Although the Company intends to closely scrutinise the management of a prospective target business when evaluating the desirability of effecting the Initial Business Combination with that business, the Company's assessment of the target business's management may not prove to be correct. In addition, the future management may not have the necessary skills, qualifications or abilities to manage a public company. Furthermore, the future role of members of the Company's management team, if any, in the target business cannot presently be stated with any certainty. The determination as to whether any of the members of the Company's management team will remain with the combined company will be made at the time of the Initial Business Combination. While it is possible that one or more of the Company's Directors will remain associated in some capacity with the Company following the Initial Business Combination, it is unlikely that any of them will devote their full efforts to the Company's affairs subsequent to the Initial Business Combination. Moreover, the Company cannot assure investors that members of its management team will have significant experience or knowledge relating to the operations of the particular target business.

The Company cannot assure investors that any of the Company's key personnel will remain in senior management or advisory positions with the combined company. The determination as to whether any of the Company's key personnel will remain with the combined company will be made at the time of the Initial Business Combination.

Following its Initial Business Combination, the Company may seek to recruit additional managers to supplement the incumbent management of the target business. The Company cannot assure investors that it will have the ability to recruit additional managers, or that additional managers will have the requisite skills, knowledge or experience necessary to enhance the incumbent management.

Shareholders' Approval of the Initial Business Combination

The Directors shall propose an Initial Business Combination to the Shareholders at the Business Combination EGM. The Business Combination EGM will be convened in accordance with the Articles of Association. The resolution to effect an Initial Business Combination shall require the prior approval by the Required Majority. The Company will not complete the proposed Initial Business Combination unless the Required Majority approves the proposed Initial Business Combination. Pursuant to the Insider Letter, the Founders and the Directors have agreed to vote their Founder Shares and any Public Shares purchased during or after the Offering (including in open market and privately-negotiated transactions) in favour of the Initial Business Combination. For purposes of seeking approval of an ordinary resolution, non-votes will have no effect on the approval of the Initial Business Combination once a quorum is obtained. In accordance with the Articles of Association, the holders of one-third of the Shares, being individuals present in person or by proxy or if a corporation or other non-natural person by its duly authorized representative or proxy, shall constitute a quorum. The Articles provide that Shareholders may participate at a general meeting of the Company by telephone conference or other communications equipment by means of which all persons participating in such meeting may communicate with each other.

The Company shall prepare and publish a shareholder circular and/or prospectus in which the Company shall include information required by applicable Dutch law and Cayman Islands law, if any, to facilitate a proper investment decision by the Public Shareholders. The shareholder circular and/or prospectus shall include, to the extent applicable, the following information:

Initial Business Combination

- the main terms of the proposed Initial Business Combination, including conditions precedent;
- the consideration due and details, if any, with respect to financing thereof;
- the legal structure of the Initial Business Combination;
- the reasons that led the Board to select the proposed Initial Business Combination;
- the manner in which the proposed Initial Business Combination meets the Company's guidelines for target businesses; and

- the expected timetable for completion of the Initial Business Combination.

Target business

- the name of the envisaged target;
- information on the target business: description of operations, key markets, recent developments;
- material risks, issues and liabilities that have been identified in the context of due diligence on the target business, if any (see also the section "*Risk Factors – Risks related to the Company's business and operations – Public Shareholders are heavily reliant on the ability of the Company to obtain adequate information to evaluate the target business and any due diligence by the Company in connection with its Initial Business Combination may not reveal all relevant considerations or liabilities of a target business*");
- certain corporate and commercial information including:
    - share capital;
    - the identity of the then current shareholders of the target business and a list of the company's subsidiaries;
    - information on the administrative, management and supervisory bodies and senior management of the target business;
    - any material potential conflicts of interest;
    - board practices;
    - the regulatory environment of the target business, including information regarding any governmental, economic, fiscal, monetary or political policies or factors that materially affect the target business' operations;
    - important events in the development of the target's business;
- to the extent possible, information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the prospects of the target business for at least the then current financial year;
- information on the principal (historical) investments of the target business;
- information on related party transactions;
- information on any material legal and arbitration proceedings which could be material to the target business;
- significant changes in the target business financial or trading position that occurred in the current financial year; and
- information on the material contracts of the target business.

Financial information on the target business

- certain audited historical financial information;
- information on the capital resources of the target business;
- information on the funding structure of the target business and any restrictions on the use of capital resources;
- a statement informing the Public Shareholders whether the working capital of the target business is sufficient for the target business' requirements for at least 12 months following the date of the circular and/or prospectus;

- financial condition and operating results;
- a capitalisation table and an indebtedness table with the same line items as included in the tables in section "*Capitalisation and Indebtedness*" of this Prospectus; and
- profit forecasts or estimates as drawn up by or on behalf of the target business (if any).

Other

- the proposed role of the Founders within the target business (if any) and the Company respectively following completion of the Initial Business Combination;
- the details of the Redeeming Shareholders Arrangement and the relevant instructions for Public Shareholders seeking to make use of that arrangement;
- the impact of potential dilution if known at the time of the circular and/or prospectus;
- the dividend policy of the Company following its Initial Business Combination; and
- the composition of the board and the remuneration of the members of the board following completion of the Initial Business Combination.

Moreover, the Company will observe any applicable publication and disclosure requirements under the Dutch Financial Supervision Act, the Prospectus Regulation and the Market Abuse Regulation (for more details, please see the section "*Description of Share Capital and Corporate Structure - Dutch Market Abuse Regime*"), or that apply as a result of the Company's admission to listing and trading on Euronext Amsterdam, as well as any foreign requirements that may be applicable if the Initial Business Combination is with a foreign entity.

If a proposed Initial Business Combination is not approved at the Business Combination EGM, the Company may also provide notice of a subsequent general meeting and submit the same proposed Initial Business Combination for approval, provided that the Initial Business Combination must be completed prior to the Business Combination Deadline.

The shareholder circular or combined circular and prospectus in connection with the Business Combination EGM will not conform to U.S. market practice and U.S. regulatory requirements (including the U.S. proxy rules) will not apply.

Redemption rights for Public Shareholders upon completion of the Initial Business Combination

The Company will provide its Public Shareholders with the opportunity 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 completion 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 taxes, divided by the number of then outstanding Public Shares, subject to the limitations and on the conditions described in this paragraph and in the '*Limitations on redemptions*' section below. The amount in the Trust Account is initially anticipated to be U.S.$10.00 per Public Share. The per share amount the Company will distribute to investors who properly redeem their Public Shares will not be reduced by the deferred underwriting commissions the Company will pay to the Bookrunner. The Founders and the Company's directors have entered into the Insider Letter with the Company, pursuant to which they have agreed to waive their redemption rights with respect to their Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof and any Public Shares they may hold in connection with the completion of the Initial Business Combination.

Limitations on redemptions

The Company's Articles of Association provide that in no event will the Company redeem its Public Shares in an amount that would cause its net tangible assets to be less than U.S.$5,000,000. In addition, the Company's proposed Initial Business Combination may impose a minimum cash requirement for (i) cash consideration to be paid to the target or its owners, (ii) cash for working capital or other general corporate purposes, or (iii) the retention of cash to satisfy other conditions. In the event the aggregate cash consideration the Company would be required to pay for all Public Shares that are validly submitted for redemption *plus* any amount required to

satisfy cash conditions pursuant to the terms of the proposed Initial Business Combination exceeds the aggregate amount of cash available to the Company, it will not complete the Initial Business Combination or redeem any Public Shares, and all Public Shares submitted for redemption will be returned to the holders thereof. The Company may, however, raise funds through the issuance of equity or equity-linked securities or through loans, advances or other indebtedness in connection with the Initial Business Combination, including pursuant to forward purchase agreements or backstop arrangements the Company may enter into following completion of the Offering, in order to, among other reasons, satisfy such net tangible assets or minimum cash requirements.

Manner of conducting redemptions

In accordance with the provisions of the Company's Articles of Association, following the approval of the Initial Business Combination by the Board, the Company will provide its Public Shareholders with the opportunity to redeem all or a portion of their Public Shares upon the completion of the Initial Business Combination under the following terms.

The Company intends to require a Public Shareholder seeking redemption of its Public Shares (each a "**Redeeming Shareholder**") to submit a written request for redemption to the Listing Agent by no later than thirty (30) calendar days following publication by the Company of a shareholder circular and/or prospectus in connection with the Business Combination EGM (the "**Redemption Notice Deadline**") in which the name of the beneficial owner of such Public Shares is included. The Company also intends to require its Public Shareholders seeking to exercise their redemption rights to deliver their shares to the Company's Listing Agent electronically using the Euroclear system, prior to the date set forth in the shareholder circular and/or prospectus referred to above. The shareholder circular and/or prospectus published in connection with the Business Combination EGM will indicate whether the Company is requiring Public Shareholders to satisfy such delivery requirements. The Company believes that this will allow the Listing Agent to efficiently process any redemptions without the need for further communication or action from the Redeeming Shareholders, which could delay redemptions and result in additional administrative cost.

Procedures for the valid redemption of Public Shares will generally be in line with the following summary, but may be amended and will be more fully described in the shareholder circular and/or prospectus published in connection with the Business Combination EGM. Public Shareholders will be requested to make their intention to submit their Public Shares for redemption known through their financial intermediary, custodian, bank or stockbroker no later than by 17:40 CET on the date two Trading Days prior to the Redemption Notice Deadline. The relevant financial intermediary, custodian, bank or stockbroker may set an earlier deadline for communication by Public Shareholders in order to permit the financial intermediary, custodian, bank or stockbroker to communicate the redemption intention to the Listing Agent in a timely manner. Accordingly, Public Shareholders should contact their financial intermediary to obtain information about the deadline by which they must send instructions to their financial intermediary for redemption and should comply with the dates set by such financial intermediary, as such dates may differ from the dates and times noted in this Prospectus or any subsequent publication on redemption.

The institutions admitted to Euroclear Nederland (*aangesloten instelling*) (an "**Admitted Institution**") can submit Public Shares for redemption only to the Listing Agent and only in writing. In submitting the acceptance, the Admitted Institutions are required to declare that they have the Public Shares submitted by the relevant Public Shareholder in their administration. Although under normal circumstances the relevant Admitted Institution will ensure that the submitted Public Shares are transferred to the Company two Trading Days prior to the Redemption Notice Deadline, if so instructed by the Public Shareholder, Public Shareholders are advised that each Public Shareholder is responsible for the transfer of such Public Shares to the Company. Subject to withdrawal rights as set out below, the submitting of Public Shares for redemption will constitute irrevocable instructions by the relevant Public Shareholder to the relevant Admitted Institution to: (i) block any attempt to transfer such Public Shares, so that on or before the redemption date no transfer of such Public Shares can be effected (other than any action required to effect the transfer to the Company); (ii) debit the securities account in which such Public Shares are held on the redemption date in respect of all such Public Shares, against payment for such Public Shares by the Listing Agent on the Company's behalf; and (iii) effect the transfer of such Public Shares to the Company. Any request to redeem such shares, once made, may be withdrawn at any time up to the date and in accordance with the procedures set forth in the shareholder circular and/or prospectus published in connection with the Business Combination EGM. Furthermore, if a Public Shareholder delivered its shares to the Listing Agent in connection with an election of redemption rights and subsequently decides prior to the

applicable date not to elect to exercise such rights, such Public Shareholder may simply request that the Listing Agent return the shares electronically. It is anticipated that the funds paid to Public Shareholders electing to redeem their Public Shares will paid promptly after the completion of the Initial Business Combination.

Each Redeeming Shareholder may elect to redeem their Public Shares without voting at the Business Combination EGM and, if they do vote, they may still elect to redeem their Public Shares irrespective of whether they vote for, or against or abstain from voting on the proposed Initial Business Combination. Pursuant to the Insider Letter, the Founders and the Directors have waived their redemption rights in connection with the consummation of the Initial Business Combination with respect to any Founder Shares and Public Shares held by them. There will be no redemption rights upon the completion of the Initial Business Combination with respect to the Founder Warrants and/or the Public Warrants.

If the Initial Business Combination is not completed for any reason, then the Company's Public Shareholders who elected to exercise their redemption rights would not be entitled to redeem their Public Shares for the applicable *pro rata* share of the Trust Account. In such case, the Company will promptly return any shares delivered by Redeeming Shareholders.

If the proposed Initial Business Combination is not completed, the Company may continue to try to complete an Initial Business Combination with a different target until the Business Combination Deadline.

Limitation on redemption rights of Public Shareholders holding more than 20% of the Public Shares

The Articles of Association provide that a Public Shareholder, together with any affiliate of such Public Shareholder or any other person with whom such Public Shareholder is acting in concert (as defined under the Dutch Financial Supervision Act), will be restricted from redeeming its Public Shares, if it holds in excess of 20% of the Public Shares, without the Company's prior consent. The Company believes this restriction will discourage Public Shareholders from accumulating large blocks of Public Shares, and subsequent attempts by such Public Shareholders to use their ability to redeem their Public Shares as a means to force the Company or the Founders or any of the Founders' affiliates to purchase their Public Shares at a significant premium to the then-current market price or on other undesirable terms. Absent this provision, a Public Shareholder holding more than an aggregate of 20% of the Public Shares could threaten to exercise its redemption rights against an Initial Business Combination if such Public Shareholder's shares are not purchased by the Company or the Founders or any of the Company or the Founders' affiliates at a premium to the then-current market price or on other undesirable terms. By limiting Public Shareholders' ability to redeem to no more than 20% of the Public Shares, the Company believes it will limit the ability of a small group of Public Shareholders to unreasonably attempt to block the Company's ability to complete an Initial Business Combination, particularly in connection with an Initial Business Combination with a target that requires as a closing condition that the Company has a minimum net worth or a certain amount of cash. However, the Company would not be restricting Public Shareholders' ability to vote all of their Public Shares for or against an Initial Business Combination.

The Articles of Association include certain provisions authorising the Board to request certain information from Public Shareholders seeking to exercise their redemption rights and obligating such Public Shareholders to provide such information, also stipulating that a Public Shareholder's voting rights and profit rights may be suspended if a Public Shareholder refuses to provide the requested information or provides incomplete or insufficient information, in each case at the Board's discretion, acting in good faith. The Articles of Association also include certain provisions allowing the Board to limit the redemption rights of Public Shareholders if the Board, acting in good faith, believes that a Public Shareholder together with any other person with whom such Public Shareholder is acting in concert (as defined under the Dutch Financial Supervision Act), is seeking to redeem more than an aggregate of 20% of the Public Shares.

Redemption of Public Shares and liquidation if no Initial Business Combination

The Articles of Association provide that the Company will have until the Business Combination Deadline to complete its Initial Business Combination. If the Company is unable to complete its Initial Business Combination by the Business Combination Deadline, it 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 (less taxes payable and up to U.S.$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 the case of clauses (ii) and (iii) above 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.

There will be no redemption rights or liquidating distributions with respect to the Public Warrants, which will expire worthless if the Company fails to complete the Initial Business Combination by the Business Combination Deadline.

The Founders and the Company's directors have entered into the Insider Letter with the Company, pursuant to which they have waived their rights to liquidating distributions from the Trust Account with respect to any Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof held by them if the Company fails to complete the Initial Business Combination by the Business Combination Deadline. However, if the Founders or management team acquire Public Shares in or after the Offering, they will be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete the Initial Business Combination by the Business Combination Deadline.

The Founders and the Company's officers, directors and director nominees have agreed, pursuant to the Insider Letter with the Company, that they will not propose any amendment to the Company's Articles of Association (A) to modify the substance or timing of the Company's obligation to allow redemption in connection with the Initial Business Combination or to redeem 100% of the Company's Public Shares if it does not complete the Initial Business Combination by the Business Combination Deadline, or (B) with respect to any other material provisions relating to Shareholders' rights or pre-Initial Business Combination activity, 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 its taxes, divided by the number of then outstanding Public Shares. However, the Company may not redeem its Public Shares in an amount that would cause its net tangible assets to be less than U.S.$5,000,000. If this optional redemption right is exercised with respect to an excessive number of Public Shares such that the Company cannot satisfy the net tangible asset requirement, the Company would not proceed with the amendment or the related redemption of its Public Shares at such time.

The Company expects that all costs and expenses associated with implementing its plan of dissolution, as well as payments to any creditors, will be funded from amounts remaining out of the approximately U.S.$2,100,000 of proceeds held outside the Trust Account, although the Company cannot assure investors that there will be sufficient funds for such purpose. However, if those funds are not sufficient to cover the costs and expenses associated with implementing the Company's plan of dissolution, to the extent that there is any interest accrued in the Trust Account not required to pay income taxes on interest income earned on the Trust Account balance, the Company may request the Trustee to release to it an additional amount of up to U.S.$100,000 of such accrued interest to pay those costs and expenses.

If the Company was to expend all of the net proceeds of the Offering and the sale of the Founder Warrants, other than the proceeds deposited in the Trust Account, and without taking into account interest, if any, earned on the Trust Account, the per-share redemption amount received by Public Shareholders upon the Company's dissolution would be approximately U.S.$10.00. The proceeds deposited in the Trust Account could, however, become subject to the claims of the Company's creditors which would have higher priority than the claims of the Public Shareholders. The Company cannot assure investors that the actual per-share redemption amount received by Public Shareholders will not be substantially less than U.S.$10.00. While the Company intends to pay such amounts, if any, the Company cannot assure investors that it will have funds sufficient to pay or provide for all creditors' claims.

The Company will have access to up to approximately U.S.$2,100,000 from the proceeds of the Offering with which to pay any such potential claims (including costs and expenses incurred in connection with the Company's liquidation, currently estimated to be no more than approximately U.S.$100,000). In the event that the Company liquidates and it is subsequently determined that the reserve for claims and liabilities is insufficient, Public Shareholders who received funds from the Trust Account could be liable for claims made by creditors. In the event that the Offering Expenses exceed the Company's estimate of U.S.$3,425,000, the Company may fund such excess from the funds not to be held in the Trust Account. In such case, the amount of funds the Company intends to be held outside the Trust Account would decrease by a corresponding amount. Conversely, in the event that the Offering Expenses are less than the Company's estimate of U.S.$3,425,000, the amount of funds the Company intends to be held outside the Trust Account would increase by a corresponding amount.

If the Company files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against the Company that is not dismissed, the proceeds held in the Trust Account could be subject to applicable bankruptcy law, and may be included in the Company's bankruptcy estate and subject to the claims of third parties with priority over the claims of shareholders. To the extent any bankruptcy claims deplete the Trust Account, the Company cannot assure investors it will be able to return U.S.$10.00 per Public Share to its Public Shareholders. Additionally, if the Company files a bankruptcy or insolvency petition or an involuntary bankruptcy or insolvency petition is filed against the Company that is not dismissed, any distributions received by Shareholders could be viewed under applicable debtor/creditor and/or bankruptcy 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 the Company's Shareholders. Furthermore, the Board may be viewed as having breached its fiduciary duty to the Company's creditors and/or may have acted in bad faith, and thereby exposing itself and the Company to claims of punitive damages, by paying Public Shareholders from the Trust Account prior to addressing the claims of creditors. The Company cannot assure investors that claims will not be brought against the Company for these reasons.

The Company's Public Shareholders will be entitled to receive funds from the Trust Account only (i) in the event of the redemption of Public Shares if the Company does not complete the Initial Business Combination by the Business Combination Deadline, (ii) in connection with a Shareholder vote to amend the Company's Articles of Association (A) to modify the substance or timing of the Company's obligation to allow redemption in connection with the Initial Business Combination or to redeem 100% of the Public Shares if the Company does not complete its Initial Business Combination by the Business Combination Deadline, or (B) with respect to any other material provisions relating to Shareholders' rights or pre-Initial Business Combination activity or (iii) if Public Shareholders redeem their respective Public Shares for cash upon the completion of the Initial Business Combination.

In no other circumstances will a Public Shareholder have any right or interest of any kind to or in the Trust Account. In the event the Company seeks Shareholder approval in connection with the Initial Business Combination, a Public Shareholder's voting in connection with the Initial Business Combination alone will not result in a Public Shareholder's redeeming its Public Shares to the Company for an applicable *pro rata* share of the Trust Account. Such Public Shareholder must have also exercised its redemption rights described above.

Competition

In identifying, evaluating and selecting a target business for the Initial Business Combination, the Company may encounter competition from other entities with a similar business objective, including other special purpose acquisition companies, private equity groups and leveraged buyout funds, public companies and operating businesses seeking strategic acquisitions. Many of these entities are well established and have extensive experience identifying and effecting business combinations directly or through affiliates. Moreover, many of these competitors possess similar or greater financial, technical, human and other resources than the Company. The Company's ability to acquire larger target businesses will be limited by its available financial resources. This inherent limitation gives others an advantage in pursuing the acquisition of a target business. Furthermore, the Company's obligation to pay cash in connection with the Public Shareholders who exercise their redemption rights may reduce the resources available to the Company for its Initial Business Combination and the Company's issued and outstanding Public Warrants, Founder Shares and Founder Warrants and the future dilution they potentially represent may not be viewed favourably by some target businesses. Either of these

factors may place the Company at a competitive disadvantage in successfully negotiating its Initial Business Combination.

Facilities

The Company maintains no facilities.

Employees

The Company currently has three officers, Michael Tobin, Rupert Robson, and Seth Schelin. These individuals are not obligated to devote any specific number of hours to the Company's matters but they intend to devote as much of their time as they deem necessary to the Company's affairs until the Company has completed its Initial Business Combination. The amount of time they will devote in any time period will vary based on whether a target business has been selected for the Initial Business Combination and the stage of the Initial Business Combination process the Company is in. The Company does not intend to have any full time employees prior to the completion of the Initial Business Combination.

Legal Proceedings

There are no governmental, legal or arbitration proceedings, nor is the Company aware of any such proceedings, which may be threatened or pending, during the previous 12 months which may have, or have had in the recent past significant effects on the Company's financial position or profitability.

CAPITALISATION AND INDEBTEDNESS

This section should be read in conjunction with the financial information of the Company included in the section "*Selected Financial Information*".

The financial information displayed in this section was sourced from the Company's own records and has been prepared specifically for the purpose of this Prospectus, and was not derived from audited financial statements of the Company.

The following table sets forth the Company's capitalisation and information concerning the Company's net debt as at 30 April 2021, and at Settlement assuming completion of the Offering:

Capitalisation

(all amounts in U.S.$)

	As at 30 April 2021	As adjusted, at Settlement
Total Current debt (including current portion of non-current debt)		
Guaranteed	-	-
Secured[(1)]	-	-
Unguaranteed/Unsecured	-	-
Total Non-Current debt (excluding current portion of long-term debt)		
Guaranteed	-	-
Secured[(2)]	-	150,000,000
Unguaranteed/Unsecured[(3)]	-	5,500,000
Shareholder equity[(4)]		
Share capital	25,000	25,000
Legal reserves	-	-
Other reserves	-	-
Total capitalisation	25,000	**155,525,000**

Notes:

(1) This excludes U.S.$4,875,000 in respect of deferred underwriting fees and U.S.$500,000 in respect of deferred legal fees, given that such fees are contingent on completion of the Initial Business Combination.

(2) Gross proceeds from Units included in Secured Total Non-Current debt has been calculated as 15,000,000 Units multiplied by U.S.$10.00.

(3) Gross proceeds from the Founder Warrants included in Unguaranteed / Unsecured Non-Current debt has been calculated as 5,500,000 Founder Warrants multiplied by U.S.$1.00.

(4) Shareholder equity includes the U.S.$25,000 in respect of Founder Shares and has been calculated as 3,750,000 multiplied by U.S.$0.0067, based on 7,500,000 Founder Shares initially issued and taking into account the forfeiture prior to the Settlement Date, at no cost, 3,750,000 Founder Shares such that immediately following such forfeiture, the Founders and Anchor Investors will hold 3,750,000 Founder Shares, representing an aggregate of 20% of the issued and outstanding Ordinary Shares of the Company immediately following the Offering.

Indebtedness

(all amounts in U.S.$)

	As at 30 April 2021	As adjusted, at Settlement
A. Cash[(1)]	25,000	155,525,000
B. Cash equivalents	-	-
C. Other current financial assets	0	0
D. Liquidity (A+B+C)	25,000	**155,525,000**
E. Current financial debt	-	-
F. Current portion of non-current financial debt	-	-
G. Current financial indebtedness (E+F)	-	-
H. Net current financial indebtedness (G-D)	(25,000)	**(155,525,000)**
I. Non-current financial debt (excl. current portion and debt instr.)[(2)]	-	155,500,000
J. Debt instruments	-	-
K. Non-current trade and other payables	-	-
L. Non-current financial indebtedness (I+J+K)	-	**155,500,000**
M. Net financial indebtedness (H+L)	(25,000)	**(25,000)**

Notes:

(1) Cash proceeds to be received at Settlement has been calculated as the sum of U.S.$150,000,000 gross proceeds from Units, U.S.$5,500,000 gross proceeds from Founder Warrants and U.S.$25,000 gross proceeds from Founder Shares.

(2) Non-current financial debt has been calculated as the sum of U.S.$150,000,000 gross proceeds from Units and U.S.$5,500,000 gross proceeds from Founder Warrants.

The Company does not have any indirect and contingent indebtedness, other than an amount of U.S.$4,875,000 in respect of deferred underwriting fees and an amount of U.S.$500,000 in respect of deferred legal fees, given that such fees are contingent on completion of the Initial Business Combination and which are therefore excluded in the table above.

Since 30 April 2021, there has not been a material change in any of the information included in the tables above.

SELECTED FINANCIAL INFORMATION

As the Company was recently incorporated on 25 February 2021 for the purpose of completing the Offering and Initial Business Combination and has not conducted any operations prior to the date of this Prospectus, no historical financial information is available.

The following table sets forth the audited statement of financial position of the Company and the unaudited as adjusted figures as at Settlement. The information displayed in the column 'As at 25 February 2021' corresponds with the audited statement of financial position per the date of incorporation of the Company and should be read in conjunction with, and is qualified by reference to, the Financial Statements and the notes thereto beginning on page F-1 of this Prospectus.

Statement of Financial Position Information

(all amounts in U.S.$)

	As at 25 February 2021	As at Settlement (as adjusted)
Assets		
Total non-current assets	-	-
Total current assets	0	155,525,000
Total assets	**0**	**155,525,000**
Equity and Liabilities		
Total equity	0	25,000
Total non-current liabilities	-	155,500,000
Total current liabilities	-	
Total equity and liabilities	**0**	**155,525,000**

The Company is recently incorporated and does not yet operate a business and there has not been a preceding end of a last financial period for which financial information has been published. There has not been any significant change in the financial performance of the Company since then to the date of this Prospectus.

DILUTION

Diluted pro forma net asset value calculation

The diluted pro forma net asset value calculation is set out below to illustrate the potential dilutive effect of (i) the Offering and (ii) the redemption of 50 per cent the Public Shares, which represents an example for presentation purposes only.

The difference between (i) the Offer Price per Public Share, assuming no value is attributed to the Public Warrants that the Company is offering in the Offering and to the Founder Warrants, and (ii) the diluted pro forma net asset value per Public Share after the Offering, constitutes the potential dilution to investors in the Offering.

Such calculation does not reflect any value or any dilutive effect associated with the exercise of the Public Warrants or of the Founder Warrants. The net asset value per Ordinary Share is determined by dividing the Company's pro forma net asset value, which is the Company's total assets less total liabilities (including the illustrative value of the redemption of 50 per cent of Public Shares), by the number of Ordinary Shares outstanding.

The following table illustrates the dilution to the Public Shareholders on a per Public Share basis, where no value is attributed to the Public Warrants and to the Founder Warrants:

	Shares Purchased		**Total Consideration**		**Avg. price per Share (U.S.$)**
	Number	Percentage	Amount	Percentage	
Founder Shares	3,750,000	20%	25,000	0.02%	0.007
Public Shares	15,000,000	80%	150,000,000	99.98%	10.00
Total	18,750,000	100%	150,025,000	100.00%	

The diluted pro forma net asset value per Ordinary Share after the Offering is calculated as follows:

Numerator

Gross proceeds from the Offering, the Founder Shares and the Founder Warrants	U.S.$ 155,525,000
Less: Offering expenses	U.S.$ 3,425,000
Net asset value post Offering before redemption	U.S.$ 152,100,000
Less: Escrow Amount after 50% redemption	U.S.$ 75,000,000
Net asset value post Offering after redemption	U.S.$ 77,100,000

Denominator

Founder Shares issued	3,750,000
Public Shares issued	15,000,000
Shares outstanding post Offering before redemption	**18,750,000**
Less: redemption of 50% of Public Shares	7,500,000
Shares outstanding post Offering after redemption	**11,250,000**

Net asset value per Ordinary Share post Offering before redemption	U.S.$ 8.11
Net asset value per Ordinary Share post Offering after redemption	U.S.$ 6.85

Allocation of the Company's share capital

The tables below set forth the allocation of the Company's share capital (i) prior to the Offering, (ii) following the Offering and (iii) following the Initial Business Combination and the redemption of Public Shares by Redeeming Shareholders, taking into account the impact of the potential exercise of Founder Warrants and/or of Public Warrants:

	Number of outstanding Ordinary Shares			**Approximate percentage of outstanding Ordinary Shares**		
	Before Offering	After Offering	After Initial Business Combination and redemption of Public Shares	Before Offering	After Offering	After Initial Business Combination and redemption of Public Shares
Idalina Limited	1,125,000	900,000	900,000	30.00%	4.80%	8.00%
Torch Partners Nominees Limited	2,175,000	1,740,000	1,740,000	58.00%	9.28%	15.47%
Seth Schelin	450,000	360,000	360,000	12.00%	1.92%	3.20%
Sub-Total Founders	3,750,000	3,000,000	3,000,000	100.00%	16.00%	26.67%
Anchor Investors	0	3,750,000	2,250,000	0.00%	20.00%	20.00%
Public Shareholders	0	12,000,000	6,000,000	0.00%	64.00%	53.33%
Total	3,750,000	18,750,000	11,250,000	100.00%	100.00%	100.00%

	Number of outstanding Ordinary Shares after Initial Business Combination if no Public Shares are redeemed			**Approximate percentage of outstanding Ordinary Shares**		
	All Founder Warrants exercised but no Public Warrants exercised	All Public Warrants exercised but no Founder Warrants exercised	All Public Warrants and Founder Warrants exercised	All Founder Warrants exercised but no Public Warrants exercised	All Public Warrants exercised but no Founder Warrants exercised	All Public Warrants and Founder Warrants exercised
Idalina Limited	2,220,000	900,000	2,220,000	9.15%	3.43%	6.99%
Torch Partners Nominees Limited	4,292,000	1,740,000	4,292,000	17.70%	6.63%	13.52%
Seth Schelin	888,000	360,000	888,000	3.66%	1.37%	2.80%
Sub-Total Founders	7,400,000	3,000,000	7,400,000	30.52%	11.43%	23.31%

Anchor Investors	4,850,000	5,250,000	6,350,000	20.00%	20.00%	20.00%
Public Shareholders	12,000,000	18,000,000	18,000,000	49.48%	68.57%	56.69%
Total	24,250,000	26,250,000	31,750,000	100.00%	100.00%	100.00%

	Number of outstanding Ordinary Shares after Initial Business Combination after redemption of Public Shares			**Approximate percentage of outstanding Ordinary Shares**		
	All Founder Warrants exercised but no Public Warrants exercised	All Public Warrants exercised but no Founder Warrants exercised	All Public Warrants and Founder Warrants exercised	All Founder Warrants exercised but no Public Warrants exercised	All Public Warrants exercised but no Founder Warrants exercised	All Public Warrants and Founder Warrants exercised
Idalina Limited	2,220,000	900,000	2,220,000	13.25%	4.80%	9.15%
Torch Partners Nominees Limited	4,292,000	1,740,000	4,292,000	25.62%	9.28%	17.70%
Seth Schelin	888,000	360,000	888,000	5.30%	1.92%	3.66%
Sub-Total Founders	7,400,000	3,000,000	7,400,000	44.18%	16.00%	30.52%
Anchor Investors	3,350,000	3,750,000	4,850,000	20.00%	20.00%	20.00%
Public Shareholders	6,000,000	12,000,000	12,000,000	35.82%	64.00%	49.48%
Total	16,750,000	18,750,000	24,250,000	100.00%	100.00%	100.00%

Dilution from the Exercise of Public Warrants and Founder Warrants

The table below shows the dilutive effect that would arise if all Public Warrants and Founder Warrants are exercised at an exercise price of U.S.$11.50.

Dilutive effect of the exercise of warrants	**Diluted basis**
Net asset value per Ordinary Share post Offering before exercise of any warrants	U.S.$ 8.11
Net asset value per Ordinary Share post Offering after exercise of all warrants	U.S.$ 9.50

Dilution from the Initial Business Combination

The Initial Business Combination will give rise to further dilution, in terms of number and percentage of share ownership. The dilution depends among other things on the size of the target relative to the Company. The below sets out various potential scenarios, purely for illustrative purposes.

Scenario 1: Initial Business Combination with a target valued at U.S.$750 million

The table below illustrates the potential dilutive effects (in terms of number and percentage of shares) of a potential scenario where the target's equity is valued in the Initial Business Combination at U.S.$750 million.

	Non-diluted		Exercise of warrants	After exercise of warrants	
	Number	Percentage	Number	Number	Percentage
Public	12,000,000	15.24%	6,000,000	18,000,000	19.62%
Founders	3,000,000	3.81%	4,400,000	7,400,000	8.07%

Anchor Investors	3,750,000	4.76%	2,600,000	6,350,000	6.92%
Target Owners	60,000,000	76.19%	0	60,000,000	65.40%
Total	78,750,000	100.00%	13,000,000	91,750,000	100.00%

Note: the Target Owners' figures assume a purchase price of U.S.$10.00

Scenario 2: Initial Business Combination with a target valued at U.S.$1,000 million
The table below illustrates the potential dilutive effects (in terms of number and percentage of shares) of a potential scenario where the target's equity is valued in the Initial Business Combination at U.S.$1,000 million.

	Non-diluted		Exercise of warrants	After exercise of warrants	
	Number	Percentage	Number	Number	Percentage
Public	12,000,000	11.57%	6,000,000	18,000,000	15.42%
Founders	3,000,000	2.89%	4,400,000	7,400,000	6.34%
Anchor Investors	3,750,000	3.61%	2,600,000	6,350,000	5.44%
Target Owners	85,000,000	81.93%	0	85,000,000	72.81%
Total	103,750,000	100.00%	13,000,000	116,750,000	100.00%

Note: the Target Owners' figures assume a purchase price of U.S.$10.00

Scenario 3: Initial Business Combination with a target valued at U.S.$1,500 million
The table below illustrates the potential dilutive effects (in terms of number and percentage of shares) of a potential scenario where the target's equity is valued in the Initial Business Combination at U.S.$1,500 million.

	Non-diluted		Exercise of warrants	After exercise of warrants	
	Number	Percentage	Number	Number	Percentage
Public	12,000,000	7.80%	6,000,000	18,000,000	10.79%
Founders	3,000,000	1.95%	4,400,000	7,400,000	4.44%
Anchor Investors	3,750,000	2.44%	2,600,000	6,350,000	3.81%
Target Owners	135,000,000	87.80%	0	135,000,000	80.96%
Total	153,750,000	100.00%	13,000,000	166,750,000	100.00%

Note: the Target Owners' figures assume a purchase price of U.S.$10.00

Dilution in Voting Rights

As all Public Shares and Founder Shares carry equal voting rights, the dilution in voting rights can be derived from the tables above. The percentage of Ordinary Shares held equals the percentage of voting rights.

OPERATING AND FINANCIAL REVIEW

The information displayed in this section has been sourced from the Company's own records and has been prepared specifically for the purpose of this Prospectus and was not derived from audited financial statements of the Company, as no such audited financial statements are available.

The following discussion includes forward-looking statements that reflect the current views of the Company and involves risks and uncertainties. The actual results of the Company could differ materially from those contained in any forward-looking statements as a result of factors discussed below and elsewhere in this Prospectus, particularly in the section "*Risk Factors—Risks related to the Company's business and operations*". Prospective investors should read this Prospectus in its entirety and not just rely upon summarised information set forth in this Operating and Financial Review.

Overview

The Company is a special purpose acquisition company incorporated on 25 February 2021 as an exempted company under Cayman Islands law. The Company was incorporated for the purpose of acquiring an operating business or company through a merger, capital stock exchange, share purchase, asset acquisition, reorganisation or similar transaction (the "**Initial Business Combination**"). The Company intends to focus on completing its Initial Business Combination with a target business or company with principal operations in the digital and technology sector in Europe or the wider EMEA region.

The Company has not and does not expect to engage in substantive negotiations with any target business or company until after Admission. The Company will consider completing its Initial Business Combination using cash from the net proceeds of (i) the Offering and (ii) the private placement of Founder Warrants to the Founders. Depending on the level of consideration payable in relation to the Initial Business Combination and on the potential need for the Company to finance the redemption of the Public Shares held by Redeeming Shareholders (see "*Proposed Business –Effecting the Initial Business Combination - Redemption rights for Public Shareholders upon completion of the Initial Business Combination*"), the Company may also consider using equity or debt or a combination of cash, equity and debt, which may entail certain risks, as described under "*Risk Factors - The Company may need to arrange third-party financing and there can be no assurance that it will be able to obtain such financing, which could compel the Company to restructure or abandon a particular proposed Initial Business Combination*" and "*Public Shareholders' ability to exercise redemption rights with respect to a large number of the Public Shares may not allow the Company to complete the most desirable Initial Business Combination or optimise its capital structure*."

Key factors affecting results of operations

As the Company was recently incorporated, it has not conducted any operations prior to the date of this Prospectus other than organisational activities, preparation of the Offering and of this Prospectus. Accordingly, no income has been received by the Company as of the date of this Prospectus and there has been no significant change in the financial performance of the Company, since incorporation, up to the date of this Prospectus. After the Offering, the Company will not generate any operating income until the completion of its Initial Business Combination.

After completion of the Offering, the Company expects to incur expenses as a result of being a publicly listed company (for legal, financial reporting, accounting and auditing compliance), as well as expenses incurred in connection with researching targets, the investigation of potential target businesses and the negotiation, drafting and execution of the transaction documents appropriate for the Initial Business Combination. The Company anticipates its expenses to increase substantially after the completion of its Initial Business Combination. The Company cannot provide an accurate estimate of these costs as the amounts will depend on the specific circumstances of the Initial Business Combination.

Liquidity and capital resources

The Company's liquidity needs will be satisfied until completion of the Offering through receipt of U.S.$25,000 from the subscription of 7,500,000 Founder Shares by the Founders (subject to forfeiture by the Founders prior to the Settlement Date, at no cost, of 3,750,000 Founder Shares and transfer by the Founders of 375,000 Founder Shares to each of the Anchor Investors on the Settlement Date such that immediately following such forfeiture

and transfer, the Founders will hold 3,000,000 Founder Shares, representing an aggregate of 16% of the issued and outstanding Ordinary Shares of the Company immediately following the Offering).

The Company estimates that the net proceeds from (i) the sale of 15,000,000 Units in the Offering and (ii) the private placement to the Founders and the Anchor Investors of the Founder Warrants for a purchase price of U.S.$5,500,000, will be, after deducting estimated related expenses of U.S.$3,425,000, equal to U.S.$152,100,000.

An amount equal to U.S.$2,100,000, which is to be deducted from the net proceeds of the sale of the Units in the Offering and the private placement to the Founders of the Founder Warrants, will not be deposited in the Trust Account, but will instead represent the Company's Initial Working Capital Allowance (see the section "*Reasons for the Offering and Use of Proceeds – Use of Proceeds*").

The Company will use these funds primarily to identify and evaluate target companies and businesses, perform business due diligence on prospective target companies and businesses, review corporate documents and material agreements of prospective target companies or businesses, structure, negotiate and complete an Initial Business Combination. The Company expects the expenses it will incur will mainly consist of legal, financial and accounting fees.

A total amount of U.S.$4,875,000 of deferred underwriting commissions will be held in the Trust Account (see the "*Reasons for the Offering and Use of Proceeds — Trust Agreement*").

Subject to amounts payable by the Company in connection with the redemption of the Public Shares held by Redeeming Shareholders, the Company intends to use substantially all of the amounts held in the Trust Account to complete its Initial Business Combination, including identifying and evaluating prospective target businesses and/or companies, selecting target businesses and/or companies, and structuring, negotiating and completing the Initial Business Combination. To the extent not used to (i) meet the purchase price of the Initial Business Combination, (ii) pay the redemption price of the Public Shares held by Redeeming Shareholders and (iii) pay the deferred underwriting commissions to the Bookrunner, the Company may apply the cash released to it from the Trust Account to pay additional expenses that it may incur, including expenses relating to the Initial Business Combination, operating expenses, deferred legal fees in connection with the Offering, any finder's fee and general corporate purposes such as maintenance or expansion of operations of an acquired business, the payment of principal or interest due on indebtedness incurred in completing the Initial Business Combination and working capital.

The Company does not believe that it will need to raise additional funds following the Offering in order to meet the expenditures required for operating its business. However, it may need to raise additional funds, through an offering of debt or equity securities, if such funds were to be required to complete the Initial Business Combination and/or to finance the redemption of the Public Shares held by Redeeming Shareholders. The Company expects that it would only consummate such financing in connection with the completion of the Initial Business Combination and/or the redemption of the Public Shares held by Redeeming Shareholders. Other than as contemplated above, the Company does not intend to raise additional financing or debt prior to the completion of the Initial Business Combination.

Working Capital Statement

In the opinion of the Company, its working capital is sufficient for its present requirements for at least 12 months following the date of this Prospectus.

MANAGEMENT, EMPLOYEES AND CORPORATE GOVERNANCE

Members of the Board

As at the date of this Prospectus, the Board is composed of the following members:

Name	*Age*	*Position*	*Member since*
Mr Michael Tobin	57	Executive Director and Chairman	23 April 2021
Mr Rupert Robson	53	Executive Director	Incorporation
Mr Seth Schelin	49	Executive Director	23 April 2021
Mr Christopher Armistead	60	Non-Executive Director	Settlement
Ms Paola Bonomo	52	Non-Executive Director	Settlement
Ms Pat Billingham	68	Non-Executive Director	Settlement

Pursuant to a resolution of the Company's shareholders dated 10 May 2021, Christopher Armistead, Paola Bonomo and Pat Billingham have been appointed as Non-Executive Directors with effect as of Settlement. Michael Tobin has been appointed as chairman of the Board.

The Company considers each of its non-Executive Directors (Christopher Armistead, Paola Bonomo and Pat Billingham) to be independent within the meaning of best practice provision 2.1.8 of the Dutch Corporate Governance Code.

In respect of the Company, the business address of each of the Directors is Prins Bernhardplein 200, 1097JB Amsterdam, The Netherlands.

The relevant experience and curricula vitae of the members of the Board are included in the section "*Proposed Business—The Company's Board of Directors and Founders*".

Powers, Responsibilities and Functioning

The Board consists of six members and is divided into three classes with only one class of directors being appointed in each year, and with each class (except for those directors appointed prior to the Company's first annual general meeting) serving a three-year term. The term of office of the first class of directors, consisting of Seth Schelin and Paola Bonomo, will expire at the Company's first annual general meeting. The term of office of the second class of directors, consisting of Rupert Robson and Pat Billingham, will expire at the second annual general meeting. The term of office of the third class of directors, consisting of Michael Tobin and Christopher Armistead, will expire at the third annual general meeting.

The officers are appointed by the Board and serve at the discretion of the Board, rather than for specific terms of office. The Board is authorised to appoint and remove officers as it deems appropriate pursuant to the Articles of Association.

Certain mandatory disclosures with respect to members of the Board

From December 2017 to September 2019 Paola Bonomo was a non-executive director of Stefanel S.p.A.. In September 2019, at the request of its board of directors, Stefanel S.p.A. was voluntarily admitted to an Italian court-supervised liquidation procedure.

Save as disclosed above, during the last five years, none of the members of the Board (i) has been convicted of fraudulent offenses; (ii) has served as a director or officer of any entity subject to bankruptcy proceedings, receivership, liquidation or administration; or (iii) has been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies), or disqualification by a court from acting as a member of the administrative, management or supervisory body of an issuer, or from acting in the management or conduct of the affairs of any issuer.

The Company is not aware of any arrangement or understanding with any shareholders, customers, suppliers or others, pursuant to which any person was selected as a member of a corporate body of the Company. It is expected that Michael Tobin, Rupert Robson, Seth Schelin, Paola Bonomo and Pat Billingham will each, following Settlement, hold Ordinary Shares, or be affiliated with an entity holding Ordinary Shares.

Officer and director compensation

None of the Founders have received any cash compensation for services rendered to the Company. The Non-Executive Directors are each entitled to cash compensation of €25,000 per year. Paola Bonomo and Pat Billingham have each elected to receive their first year's compensation in the form of Units at Settlement instead of cash. In addition, the Founders and the Company's directors, or any of their respective affiliates will be reimbursed for any out-of-pocket expenses incurred in connection with activities on the Company's behalf such as identifying potential target businesses and performing due diligence on suitable Initial Business Combinations. Any such payments prior to the Initial Business Combination will be made from funds held outside the Trust Account. Other than audit committee review of such reimbursements, the Company does not expect to have any additional controls in place governing its reimbursement payments to the directors and officers for their out-of-pocket expenses incurred in connection with the Company's activities on its behalf in connection with identifying and consummating its Initial Business Combination. Other than these payments and reimbursements, and other than fees that may be paid to members of the Torch Group for financial advisory, consultation and other support services in relation to the Initial Business Combination, no compensation of any kind, including finder's and consulting fees, will be paid by the Company to the Founders, the Company's directors, or any of their respective affiliates, prior to completion of the Initial Business Combination.

After the completion of the Initial Business Combination, directors or members of the management team who remain with the Company 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 shareholder circular and/or prospectus published in connection with a proposed Initial Business Combination. The Company has not established any limit on the amount of such fees that may be paid by the combined company to the Company's directors or members of management. It is unlikely the amount of such compensation will be known at the time of the proposed Initial Business Combination, because the directors of the post-combination business will be responsible for determining officer and director compensation.

Any compensation to be paid to the Company's officers will be determined, or recommended to the Board for determination, either by a compensation committee constituted solely by independent directors or by a majority of the independent directors on the Board.

The Company does not intend to take any action to ensure that members of its management team maintain their positions with the Board after completion of the Initial Business Combination, although it is possible that some or all of the directors may negotiate employment or consulting arrangements to remain with the Company after its Initial Business Combination. The existence or terms of any such employment or consulting arrangements to retain their positions with the Company may influence management's motivation in identifying or selecting a target business but the Company does not believe that the ability of its management to remain with the Company after completion of the Initial Business Combination will be a determining factor in the decision to proceed with any potential Initial Business Combination.

Letters of appointment

Each of the Non-Executive Directors has entered into a letter of appointment under the terms of which they each agreed to act, with effect from their respective dates of appointment, as a Non-Executive Director of the Company and to devote such time as is reasonably necessary for the proper performance of their respective duties under their respective letters of appointment, including attending or participating in all board meetings. The remuneration payable to each of the Non-Executive Directors under their respective letters of appointment is €25,000 per year. Paola Bonomo and Pat Billingham have each elected to receive their first year's compensation in the form of Units at Settlement instead of cash.

Termination provisions

A Director's appointment will terminate automatically with immediate effect, without any required prior notice, upon such Director's: (i) removal from the Board; (ii) resignation from the Board or (iii) term of office on the Board expiring without the Director's re-appointment, in each case in accordance with the Articles of Association. The Company is not party to any agreements with its directors that provide for benefits upon termination of employment.

Audit Committee

Pursuant to a resolution of the Board, the Company has established an Audit Committee comprising Christopher Armistead, Paola Bonomo and Pat Billingham.

Separate by-laws that govern the Audit Committee have been adopted by the Non-Executive Directors. The members of the Audit Committee shall be appointed, suspended and dismissed by the Non-Executive Directors. Executive Directors shall not be members of the Audit Committee.

The duties of the Audit Committee include:

- informing the Board of the results of the statutory audit and explaining how the statutory audit has contributed to the integrity of the financial reporting and the role the Audit Committee has fulfilled in this process;
- monitoring the financial reporting process and making proposals to safeguard the integrity of the process;
- monitoring the effectiveness of the internal control systems, the internal audit system and the risk management system with respect to financial reporting;
- monitoring the statutory audit of the annual accounts, and in particular the process of such audit (taking into account the review of the AFM in accordance with Section 26 of EU Regulation 537/2014);
- monitoring the independence of the external auditor;
- adopting procedures with respect to the selection of the external auditor; and
- review of related party transactions and monitoring of the Company's related party transactions policy.

The Audit Committee shall meet as often as required for a proper functioning of the Audit Committee. The Audit Committee shall meet whenever deemed necessary by the chairman of the committee or by two other members of the committee and at least two times a year.

Employees

The Company currently has no employees and does not intend to hire any employees prior to the Business Combination Completion Date.

Corporate governance

As a company incorporated under the laws of the Cayman Islands, there is no statutory corporate governance code applicable to the Company, although proper corporate governance has to be maintained as a matter of Cayman Islands law.

Notwithstanding there being no statutory corporate governance code applicable to the Company, the Company has implemented a corporate governance framework consisting of: (i) a Board no less than half of which will consist of directors that are independent within the meaning of best practice provision 2.1.8 of the Dutch Corporate Governance Code; (ii) an Audit Committee; and (iii) corporate governance policies, including Board Rules, Audit Committee Terms of Reference, an Insider Trading Policy, a Related Party Transaction Policy, a Shareholder Dialogue Policy and a Diversity Policy, each of which can be viewed on the Company's website (www.crystalpeaktech.com).

Prior to completing the Initial Business Combination, the Company has not and will not be involved in any activities other than preparation for the Offering and the Initial Business Combination. The Company has therefore tailored its corporate governance framework and will likely further tailor its corporate governance framework after the Initial Business Combination.

At Admission, the Company will have the following corporate governance policies in place:

- Board Rules

The Board has adopted governing rules which describe the Board's duties, tasks, composition, procedures, decision-making processes and other internal matters.

- Insider Trading Policy

  The Company has implemented an insider trading policy, which is intended to ensure that all employees and PDMRs comply with rules on insider trading and do not abuse, nor place themselves under suspicion of abusing, inside information. This policy will promote compliance with applicable securities laws, including the Market Abuse Regulation.

- Related Party Transaction Policy

  The Company has implemented a related party transaction policy to govern the review and approval of any transactions between the Company and its related parties.

- Shareholder Dialogue Policy

  The Company believes that it is important to promote constructive dialogue with its stakeholders, and this policy endorses the importance of dialogue and regular interaction between the Company and its Shareholders by providing guidelines for the Company to initiate and engage with Shareholder dialogue.

- Diversity Policy

  The Company recognises the benefits of having a diverse Board and sees diversity at board level as an important element in maintaining a competitive advantage, and thus strives to meet a balanced diversity ratio. The Board's diversity policy takes into account, when considering the appointment and reappointment of directors, that a diverse board will include, and make use of, differences in the background, gender, industry experience, skills and other distinctions between directors. These differences will be considered in determining the composition of the Board and, where possible, the Board will be balanced appropriately. Board appointments are made on merit, in the context of the diversity, experience, independence, knowledge and skills that the Board as a whole requires to be effective.

Conflicts of interest

Under Cayman Islands law, directors and officers owe the following fiduciary duties to the relevant company:

- 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 which 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. This obligation, however, is often varied by the articles of association, for example, by permitting the director to vote on a matter in which

he has an interest provided that he has disclosed the nature of this interest to the board at the earliest opportunity. The Company's Articles of Association contain such a provision. In addition, the Articles of Association require Directors to disclose the existence of any actual or potential conflict of interest in relation to the Company to the other Directors as soon as practicable upon becoming aware of the same.

There are potential conflicts of interest between the duties the Founders and directors have to the Company and their private interests or other duties, as set out below.

Each of the Company's directors presently has, and any of them in the future may have additional, fiduciary or contractual obligations to at least one other entity pursuant to which such officer or director is or will be required to present an Initial Business Combination opportunity to such entity. Accordingly, if any of the Company's officers or directors becomes aware of an Initial Business Combination opportunity which is suitable for an entity to which he or she has current fiduciary or contractual obligations, he or she will honour his or her fiduciary or contractual obligations to present such Initial Business Combination opportunity to such entity, subject to their fiduciary duties under Cayman Islands law. The Company's Articles of Association provide that the Company renounces its interest in any corporate opportunity offered to any director or officer unless such opportunity is expressly offered to such person solely in his or her capacity as a director or officer of the Company and it is an opportunity that the Company is able to complete on a reasonable basis. Some of these business combination opportunities may overlap with opportunities that are suitable for the Company as the Initial Business Combination. This overlap could create conflicts of interest, such as in determining to which entity a particular investment opportunity should be presented. These conflicts may not be resolved in favour of the Company (and thereby the Shareholders) and a potential target business may be presented to another entity affiliated with the Company's directors and officers. The Company does not believe, however, that the fiduciary duties or contractual obligations of its officers or directors will materially affect its ability to complete its Initial Business Combination.

Below is a table summarising the entities to which the Company's directors currently have fiduciary duties or contractual obligations:

INDIVIDUAL	ENTITY	ENTITY'S BUSINESS	AFFILIATION
Michael Tobin	Tobin Ventures Ltd.	Information and technology consultancy	Managing director and founder
	EdgeConneX, Inc.	Global data centre provider	Chairman
	Audioboom Group plc	On-demand audio and podcasting distribution platform	Chairman
	Bigblu Broadband PLC	Broadband provider	Non-executive chairman
	Ultraleap Holdings Limited	Group engaged in development and sale of haptic control systems	Chairman
	Pulsant Group Limited	Colocation and cloud infrastructure provider	Non-executive chairman
	NorthC Datacenters B.V.	Provider of colocation and connectivity services in the Netherlands	Chairman
	EverArc Holdings Limited	Publicly listed SPAC	Independent non-executive director
	Sungard Availability Services	Provider of IT production and recovery services	Non-executive director
	Wonderland Restaurants Limited	Creative and innovation studio for the food and beverage industry	Director
	Instrumental Ltd	Artist and talent scouting data platform	Non-executive director
	ScaleUp Group Ltd	Venture capital	Non-executive director
	SVF Investment Corp 3.	Venture capital	Non-executive director
Rupert Robson	Torch Partners Limited	Parent company of the Torch Group. The Torch Group is a European-based strategic and financial advisor focused on the digital and technology driven sectors.	Director
	Torch Group Limited	Entity within the Torch Group	Director

	Torch Partners Corporate Finance Limited	Entity within the Torch Group	Director
	Torch Partners IB Holdings Limited	Entity within the Torch Group	Director
	Torch Partners IB Limited	Entity within the Torch Group	Director
	Torch Partners Corporate Finance Inc.	Entity within the Torch Group	Director
	TGPAM Limited	Entity within the Torch Group	Director
	Torch Partners Nominees Limited	Entity within the Torch Group	Director
Seth Schelin	Jennybear Investment Partners	Investment Vehicle	Partner
	Clonbio Group Ltd	Producer of biofuels and related renewable products, operating primarily in Hungary	Non-executive director
	smava GmbH	Owner and operator of an online bank portal	Non-executive director
Christopher Armistead	Yello Media Group	Media group	Chief Revenue Officer
Paola Bonomo	TIM S.p.A.	Telecommunications company	Non-executive director
	FAAC S.p.A	Automation and parking	Non-executive director
	Sisal S.p.A.	Gaming company	Non-executive director
	AXA Assicurazioni S.p.A.	Insurance company	Non-executive director
	Piquadro S.p.A.	Fashion and fashion retail	Non-executive director
	GEA 3 s.s.	Investment vehicle	Partner
	Fashion 22 S.r.l.	Investment vehicle	Sole administrator
	Design 2014 S.r.l.	Investment vehicle	Sole administrator
Pat Billingham	Catalyst Housing Limited	Property development and investment	Vice-Chair of the Board
	RenaissanceRe Syndicate Management Limited	Management services	Non-executive director
	B+CE Group,	Not for profit organisation creating financial products	Non-executive director

In addition, the Founders and the Company's directors may sponsor or form other SPACs similar to the Company's or may pursue other business or investment ventures during the period in which the Company is seeking its Initial Business Combination. Any such companies, businesses or investments may present additional conflicts of interest in pursuing an Initial Business Combination. However, the Company does not believe that any such potential conflicts would materially affect its ability to complete its Initial Business Combination.

Potential investors should also be aware of the following other potential conflicts of interest:

- The Company's directors are not required to commit their full time to the Company's affairs. They may allocate their time to other businesses because they might have an interest therein, leading to potential conflicts of interest in their determination as to how much time to devote to the Company's affairs (and indirectly the shareholders), which could have a negative impact on the Company's ability to complete the Initial Business Combination. As a consequence, the Company may be unable to complete its Initial Business Combination or, when it does, the effective return for Shareholders may be low or non-existent.

- The Company may engage with a target business that may have relationships with one or more of the Company's directors or their affiliates, which may raise potential conflicts of interest, since the personal and financial interests of such directors may influence their decisions in identifying and selecting a

target business, and, as a result, the terms of the Initial Business Combination may not be as advantageous to Shareholders as they would be in the absence of any such conflicts.

- One or more of the members of the Board may negotiate employment or consulting agreements with a target business in connection with a particular Initial Business Combination. Such negotiations would take place simultaneously with the negotiation of the Initial Business Combination and may provide for them to receive compensation following the Initial Business Combination. This may cause them to have conflicts of interest in determining whether a particular proposed Initial Business Combination is the most advantageous for the Company and thereby the Shareholders, as the personal and financial interests of such members of the Board may influence their decisions in identifying and selecting a target business.

The Founders will directly or indirectly hold Founder Shares and Founder Warrants. Since the Founders will lose their entire investment in the Company through the Founder Shares and Founder Warrants if the Company's Initial Business Combination is not completed, such securities may incentivise them to initially focus on completing the Initial Business Combination rather than on critical selection of a feasible target business and the negotiation of favourable terms for the transaction, and a conflict of interest may arise in determining whether a particular Initial Business Combination target is appropriate for the Company's Initial Business Combination and represents the best value for shareholders. If the Initial Business Combination has not been subject to a critical selection or is based on unfavourable terms to the Company and its Shareholders, the effective return for such Shareholders after the Initial Business Combination may be low or non-existent. The Company cannot assure investors that any of the above mentioned conflicts will be resolved in the Company's favour.

In the event that the Company submits the Initial Business Combination to the Shareholders for a vote, pursuant to the Insider Letter, the Founders and the Directors have agreed to vote any Founder Shares held by them and any Public Shares purchased during or after the Offering (including in open market and privately negotiated transactions) in favour of the Initial Business Combination.

Limitation on liability and indemnification of officers and directors

Cayman Islands law does 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 wilful default, fraud or the consequences of committing a crime. The Company's Articles of Association provide for indemnification of the Company's officers and directors to the maximum extent permitted by law, including for any liability incurred in their capacities as such, except through their own actual fraud, wilful default or wilful neglect. The Company expects to purchase a policy of directors' and officers' liability insurance that insures the Company's officers and directors against the cost of defence, settlement or payment of a judgment in some circumstances and insures the Company against its obligation to indemnify its officers and directors.

Pursuant to the Insider Letter, the Company's directors have agreed to waive any right, title, interest or claim of any kind in or to any monies in the Trust Account, and have agreed to waive any right, title, interest or claim of any kind they may have in the future as a result of, or arising out of, any services provided to the Company and will not seek recourse against the Trust Account for any reason whatsoever. Accordingly, any indemnification provided will only be able to be satisfied by the Company if (i) the Company has sufficient funds outside of the Trust Account or (ii) the Company completes its Initial Business Combination.

The Company's indemnification obligations may discourage Shareholders from bringing a lawsuit against the Company's officers or directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against the Company's officers and directors, even though such an action, if successful, might otherwise benefit the Company and its Shareholders. Furthermore, a Shareholder's investment may be adversely affected to the extent the Company pays the costs of settlement and damage awards against its officers and directors pursuant to these indemnification provisions.

The Company believes that these provisions, the insurance, and the indemnity agreements are necessary to attract and retain talented and experienced officers and directors.

CURRENT SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

Current Shareholders

The table below sets forth the allocation of the outstanding share capital of the Company following the Offering (before exercise of any Founder Warrants and Public Warrants).

Unless otherwise indicated, the Company believes that all persons named in the table below have sole voting and investment power with respect to the Ordinary Shares beneficially owned by them.

	Founder Shares[(1)]	Public Shares	Total voting rights	Approximate percentage of Ordinary Shares and voting rights held	
	Number	Number	Number	Before Offering[(4)]	After Offering
Idalina Limited[(2)]	900,000	0	900,000	30.00%	4.80%
Torch Partners Nominees Limited[(3)] ..	1,740,000	0	1,740,000	58.00%	9.28%
Seth Schelin	360,000	0	360,000	12.00%	1.92%
Total for Founders	3,000,000	0	3,000,000	100.00%	16.00%
Paola Bonomo	0	3,020	3,020	-	0.02%
Pat Billingham.....	0	3,020	3,020	-	0.02%
Total for other Directors.....	0	6,040	6,040	-	0.03%
Atalaya Capital Management LP[(5)]	375,000	1,500,000	1,875,000	-	10.00%
Meteora Capital Partners, LP[(6)]	375,000	1,500,000	1,875,000	-	10.00%
Total for Anchor Investors	750,000	3,000,000	3,750,000	-	20.00%
Total for other Public Shareholders ...	0	11,993,960	11,993,960	0.00%	63.97%
Total	3,750,000	15,000,000	18,750,000	100.00%	100.00%

Notes:

(1) Table does not include interests in the 5,500,000 Founder Warrants held by the Founders and the Anchors Investors in the following amounts: Idalina Limited: 1,320,000, Torch Partners Nominees Limited: 2,552,000, Seth Schelin: 528,000, Atalaya Capital Management LP: 550,000 and Meteora Capital, LP 550,000.

(2) Michael Tobin is the 100% shareholder of Idalina Limited.

(3) Torch Partners Nominees Limited is a Torch Group company. Rupert Robson is the 86.3% shareholder of Torch Partners Limited, the ultimate holding company of the Torch Group. Torch Partners Nominees Limited holds Founder Shares and Founder Warrants as nominee for the benefit of Rupert Robson and certain other Torch Group entities and current and former Torch Group employees. Rupert Robson has an aggregate direct and indirect beneficial interest through companies controlled by him of 30.9%, and through a fully discretionary trust of which he is a potential beneficiary, a potential additional interest of up to 56.3% of the total Founder Shares and Founder Warrants held by Torch Partners Nominees Limited. The voting rights in respect of all Founder Shares held by Torch Partners Nominees Limited are controlled by TGPAM Limited, a Torch Group company which is in turn ultimately controlled by Rupert Robson.

(4) Includes 750,000 Founder Shares to be transferred by the Founders to the Anchor Investors on the Settlement Date.

(5) Held by funds managed and advised by Atalaya Capital Management LP, which is controlled by Ivan Zinn.

(6) Meteora Capital Partners, LP is ultimately owned and controlled by Meteora Capital, LLC, which is controlled by Vikas Mittal.

Save as disclosed above, in so far as is known to the Company, there is no other person who is or will be immediately following Settlement, directly or indirectly, interested in 5% or more of the issued share capital of the Company, or any other person who can, will or could, directly or indirectly, jointly or severally, exercise control over the Company.

Following the Company's incorporation, on 1 March 2021 the Founders paid U.S.$25,000, or U.S.$0.0067 per Founder Share, to cover certain of the Company's offering and formation costs in exchange for 7,500,000 Founder Shares, of which the Founders will forfeit prior to the Settlement Date, at no cost, 3,750,000 Founder Shares and transfer 375,000 Founder Shares to each of the Anchor Investors on the Settlement Date such that immediately following such forfeiture and transfer, the Founders will hold 3,000,000 Founder Shares, representing an aggregate of 16% of the issued and outstanding Ordinary Shares of the Company immediately following the Offering. Prior to the initial investment in the Company of U.S.$25,000 by the Founders, the Company had no assets, tangible or intangible. The purchase price of the Founder Shares was determined by dividing the amount of cash contributed to the Company by the number of Founder Shares issued. The number of Founder Shares outstanding was determined based on the expectation that the total size of the Offering would

be 15,000,000 Units and therefore that such Founder Shares would represent 20% of the Ordinary Shares after the Offering.

Immediately after the Offering, the Founders will own 16% of the then issued and outstanding Ordinary Shares (assuming they do not purchase any Units in the Offering). Only holders of Founder Shares will have the right to appoint and remove directors in any election held prior to or in connection with the completion of the Initial Business Combination. Holders of the Public Shares will not have the right to appoint or remove directors to, or from, the Board prior to the Initial Business Combination. Because of this ownership block, the Founders may be able to effectively influence the outcome of all other matters requiring approval by the Shareholders, including amendments to the Articles of Association and approval of significant corporate transactions including the Initial Business Combination. See also "*Risk Factors – Risks related to the Company's business and operations – Holders of Founder Shares will control the election of the Board until consummation of an Initial Business Combination and will hold a substantial interest in the Company. As a result, they will appoint all of the Directors prior to an Initial Business Combination and may exert a substantial influence on actions requiring a Shareholder vote, potentially in a manner that Public Shareholders do not support*".

The Founders have committed, pursuant to the Founder Warrant Agreement, to purchase an aggregate of 4,400,000 Founder Warrants, each exercisable to purchase one Public Share at U.S.$11.50 per Public Share, at a price of U.S.$1.00 per Founder Warrant, and the Anchor Investors have each committed, pursuant to the Anchor Investment Agreements, to purchase 550,000 Founder Warrants at a price of U.S.$1.00 per Founder Warrant, or U.S.$5,500,000 in the aggregate, in a private placement that will occur simultaneously with the closing of the Offering. The Founder Warrants will have substantially the same terms as the Public Warrants sold in the Offering except that the Founder Warrants, so long as they are held by the Founders, the Anchor Investors or their Permitted Transferees, (i) will not be redeemable by the Company, except as described under "*Description of Share Capital and Corporate Structure — Public Warrants—Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*," (ii) may not (including the Public Shares issuable upon exercise of the Founder Warrants), subject to certain limited exceptions set out below under "- *Founder lock-up undertakings*" and "- *Anchor Investor lock-up undertakings*", be transferred, assigned or sold by the holders until thirty (30) days after the completion of the Initial Business Combination, (iii) may be exercised by the holders on a cashless basis and (iv) will not be admitted to listing or trading on any trading platform. The Founder Warrants may not, subject to certain limited exceptions set out below under "- *Founder lock-up undertakings*" and "- *Anchor Investor lock-up undertakings*", be transferred, assigned or sold by the holder. A portion of the purchase price of the Founder Warrants will be added to the proceeds from the Offering to be held in the Trust Account such that at the time of closing of the Offering U.S.$150,000,000 will be held in the Trust Account. If the Company does not complete its Initial Business Combination by the Business Combination Deadline, the Founder Warrants will expire worthless. The Founder Warrants are subject to the transfer restrictions described below.

Founder lock-up undertakings

The Founder Shares and Founder Warrants held by the Founders and any Public Shares issued upon conversion or exercise thereof are each subject to transfer restrictions pursuant to lock-up provisions in the Insider Letter entered into by the Company's Founders and management team. Those lock-up provisions provide that such securities are not transferable or saleable:

(a) in the case of the Founder Shares and any Public Shares issuable upon conversion thereof, until the earlier of:

  (i) three years after the completion of the Initial Business Combination or earlier if, subsequent to the Initial Business Combination, the closing price of the Public Shares equals or exceeds U.S.$15.00 per Public Share (as adjusted for share sub-divisions, share capitalisations, reorganisations, recapitalisations and the like) for any 20 trading days within any 30-trading day period commencing at least 24 months after the Initial Business Combination; and

  (ii) the date following the completion of the Initial Business Combination on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all of the Shareholders having the right to exchange their Ordinary Shares for cash, securities or other property; and

(b) in the case of the Founder Warrants and any Public Shares issuable upon conversion or exercise thereof, until 30 days after the completion of the Initial Business Combination,

except in each case:

(i) to the Company's officers or directors, any affiliate or family member of any of its officers or directors, any members or partners of the Founders or their affiliates, any affiliates of the Founders, or any employees of such affiliates;

(ii) in the case of an individual, as a gift to such person's immediate family or to a trust, the beneficiary of which is a member of such person's immediate family, an affiliate of such person or to a charitable organisation;

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

(iv) in the case of an individual, pursuant to a qualified domestic relations order;

(v) by private sales or transfers made in connection with any forward purchase agreement or similar arrangement or in connection with the completion of an Initial Business Combination at prices no greater than the price at which the Public Shares or Founder Warrants were originally purchased;

(vi) in the case of an entity, by virtue of the applicable laws upon dissolution of such entity;

(vii) in the event of the Company's liquidation prior to completion of the Initial Business Combination;

(viii) in the event that, subsequent to the Company's completion of its Initial Business Combination, the Company completes a liquidation, merger, share exchange or other similar transaction which results in all of the Shareholders having the right to exchange their Public Shares for cash, securities or other property; or

(ix) where the conversion of the Founder Shares constitutes a taxable event for purposes of corporate income tax, withholding tax and personal income tax to the Founders and their affiliates, if any, in relation to which the tax due is to be assessed prior to the end of the lock-up period, a fraction of the Public Shares held following completion of the initial Business Combination may be disposed of on the market but only to the extent necessary to cover for such applicable taxes directly related to the conversion of the Founder Shares,

provided, however, that in the case of clauses (i) through (vi) above these Permitted Transferees must enter into a written agreement agreeing to be bound by these transfer restrictions and the other restrictions contained in the Insider Letter.

The lock-up undertakings in the Insider Letter may be waived or amended by the Company without Shareholder approval (see "*Risk Factors - Future sales or the possibility of future sales of a substantial number of Public Shares by the Founders and the Anchor Investors may adversely affect the market price of the Public Shares and Public Warrants*" and "*Risk Factors - The Company's Insider Letter and the Anchor Investment Agreements may be amended without Shareholder approval*").

Anchor Investor lock-up undertakings

The Founder Shares and Founder Warrants held by the Anchor Investors and any Public Shares issued upon conversion or exercise thereof are each subject to transfer restrictions pursuant to lock-up provisions in the Anchor Investment Agreements. Those lock-up provisions provide that such securities are not transferable or saleable:

(a) in the case of the Founder Shares and any Public Shares issuable upon conversion thereof, until 180 days after the completion of the Initial Business combination; and

(b) in the case of the Founder Warrants and any Public Shares issuable upon conversion or exercise thereof, until 30 days after the completion of the Initial Business Combination,

except in each case:

(i) to any members or partners of the relevant Anchor Investor or its affiliates, any affiliates of the relevant Anchor Investor, or any employees of such affiliates;

(ii) in the case of an individual, as a gift to such person's immediate family or to a trust, the beneficiary of which is a member of such person's immediate family, an affiliate of such person or to a charitable organisation;

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

(iv) in the case of an individual, pursuant to a qualified domestic relations order;

(v) by private sales or transfers made in connection with any forward purchase agreement or similar arrangement or in connection with the completion of an Initial Business Combination at prices no greater than the price at which the Public Shares or Founder Warrants were originally purchased;

(vi) in the case of an entity, by virtue of the applicable laws upon dissolution of such entity;

(vii) in the event of the Company's liquidation prior to completion of the Initial Business Combination; or

(viii) in the event that, subsequent to the Company's completion of its Initial Business Combination, the Company completes a liquidation, merger, share exchange or other similar transaction which results in all of the Shareholders having the right to exchange their Public Shares for cash, securities or other property,

provided, however, that in the case of clauses (i) through (vi) above these Permitted Transferees must enter into a written agreement agreeing to be bound by these transfer restrictions and the other restrictions contained in the relevant Anchor Investment Agreement.

The lock-up undertakings in the Anchor Investment Agreements may be waived or amended by the Company without Shareholder approval (see "*Risk Factors - Future sales or the possibility of future sales of a substantial number of Public Shares by the Founders and the Anchor Investors may adversely affect the market price of the Public Shares and Public Warrants*" and "*Risk Factors - The Company's Insider Letter and the Anchor Investment Agreements may be amended without Shareholder approval*").

Non-Executive Director lock-up undertakings

Pursuant to lock-up provisions in the Insider Letter entered into by the Non-Executive Directors, the Public Shares and Public Warrants held by the Non-Executive Directors are not transferable or saleable without the prior written consent of the Bookrunner during the period commencing on the effective date of the Underwriting Agreement and ending 180 days after such date, except as described in *"- Founder lock-up undertakings*" above.

Major Shareholders

Save as disclosed above, in so far as is known to the Company, no person or entity, directly or indirectly, has an interest in the Company's capital or voting rights which is notifiable under Dutch law.

Related party transactions

Founder Shares

On 1 March 2021, the Founders subscribed for 7,500,000 Founder Shares for an aggregate subscription price of U.S.$25,000, of which the Founders will forfeit prior to the Settlement Date, at no cost, 3,750,000 Founder Shares and transfer 375,000 Founder Shares to each of the Anchor Investors on the Settlement Date such that immediately following Settlement, the Founders will hold 3,000,000 Founder Shares. Immediately following the Initial Business Combination and assuming (i) all of the Founder Warrants are exercised and (ii) no Public Warrants are exercised, the conversion of Founder Shares held by the Founders will lead to the Founders acquiring a maximum stake of 30.5% of the Ordinary Shares (for more details on the maximum stake of the Founders, see the section "*Dilution*").

Founder Warrant Agreement

Pursuant to the warrant purchase agreement entered into between the Company and the Founders dated 21 June 2021 (the "**Founder Warrant Agreement**"), the Founders will purchase a total of 4,400,000 Founder Warrants at a price of U.S.$1.00 per Founder Warrant (U.S.$4,400,000 in the aggregate), in a private placement that will occur simultaneously with the completion of the Offering. Each Founder Warrant is exercisable to purchase one Public Share at U.S.$11.50. If the Founder Warrants are held by holders other than the Founders or their Permitted Transferees, the Founder Warrants will be redeemable by the Company and exercisable by the holders on the same basis as the Public Warrants. The Founders, as well as their Permitted Transferees, have the option to exercise the Founder Warrants on a cashless basis. The Founder Warrants will have substantially the same terms as the Public Warrants, except they will not be redeemable (unless they are not held by a Founder or a Permitted Transferee), will not be admitted to listing and trading on any trading platform and can be exercised on a cashless basis by the Founders and their Permitted Transferees. The holders of Founder Warrants shall not receive any distribution in the event of liquidation of the Company and all Founder Warrants will automatically expire without value if the Company does not complete its Initial Business Combination by the Business Combination Deadline.

The Founders will be bound by lock-up undertakings with respect to the Founder Shares, Founder Warrants and the Public Shares obtained by them as a result of converting Founder Shares and exercising Founder Warrants, which undertakings are set out in the section "- *Founder lock-up undertakings*".

Insider Letter

The Company's management team and the Founders have entered into a waiver and lock-up deed (the "**Insider Letter**"), governing, among other matters: (i) The Founders' and Directors' agreement to waive any right, title, interest or claim of any kind in or to any monies in the Trust Account; (ii) lock-up provisions in relation to the Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof; and (iii) lock-up provisions in relation to Public Shares and Public Warrants held by the Non-Executive Directors.

Anchor Investment Agreements

The Company and the Founders have entered into subscription and transfer agreements with each of the Anchor Investors (the "***Anchor Investment Agreements***") pursuant to which: (i) each Anchor Investor has agreed to purchase 1,500,000 Units in the Offering at the Offer Price (equal to 10% each of the total Units in the Offering); (ii) each Anchor Investor has agreed to purchase 550,000 Founder Warrants from the Company (equal to 10% each of the total issued Founder Warrants) at a price of U.S.$1.00 per Founder Warrant (U.S.$1,000,000 in the aggregate), in a private placement that will occur simultaneously with the completion of the Offering; (iii) the Founders have agreed to transfer to each Anchor Investor 375,000 Founder Shares (equal to 10% each of the total issued Founder Shares) on the Settlement Date; and (iv) each of the Anchor Investors is subject to the lock-up undertakings as set out in the section "- *Anchor Investor lock-up undertakings*".

Share options

The Company has not provided any employees or other party with options over the Ordinary Shares. Following the Initial Business Combination, the Company may consider setting up an employee incentive plan involving the granting of share options or similar awards to employees. Should the Company elect to do so, it will make

all disclosures and request all authorisations (potentially including approval of the general meeting) in accordance with applicable law.

DESCRIPTION OF SHARE CAPITAL AND CORPORATE STRUCTURE

This section summarises material information concerning the Company's share capital (as well as the Units, and the Public Warrants) and material provisions of the Articles of Association and applicable Cayman Islands law. It is based on relevant provisions of Cayman Islands law in effect on the date of this Prospectus and the Articles of Association as these will read effective immediately prior to Settlement.

This summary provides an overview of all relevant and material information but does not purport to be complete and should be read in conjunction with, and is qualified in its entirety by reference to, the applicable provisions of Cayman Islands law and the full Articles of Association.

General

The Company is a Cayman Islands exempted company (company number 372084) and its affairs are governed by the Company's Articles of Association, the Companies Act and the common law of the Cayman Islands. Pursuant to the Company's Articles of Association, which will be adopted upon completion of the Offering, the Company will be authorised to issue 550,000,000 Ordinary Shares, U.S.$0.0001 par value each, including 500,000,000 Public Shares and 50,000,000 Founder Shares. The following description summarises material terms of the Company's Ordinary Shares as set out more particularly in its Articles of Association. As this is only a summary, it may not contain all the information that is important to investors.

The Company's LEI is 549300QV2DQ5QN1K3U52.

Units

Each Unit has an Offer Price of U.S.$10.00 and consists of one Public Share and one-half of one Public Warrant. Each whole Public Warrant entitles the holder thereof to purchase one Public Share at the Exercise Price of U.S.$11.50 per share, subject to adjustment as described in this Prospectus. Pursuant to the Warrant Agreement, a Public Warrantholder may exercise its Public Warrants only for a whole number of the Public Shares. This means only a whole Public Warrant may be exercised at any given time by a Public Warrantholder. For example, if a Public Warrantholder holds one-half of one Public Warrant to purchase a Public Share, such Public Warrant will not be exercisable. If a Public Warrantholder holds two-halves of one Public Warrant, such whole Public Warrant will be exercisable for one Public Share at the Exercise Price.

Ordinary Shares

At the date of this Prospectus, there were 7,500,000 fully paid Founder Shares outstanding, all of which were held by the Founders, of which the Founders will forfeit prior to the Settlement Date, at no cost, 3,750,000 Founder Shares and transfer 375,000 Founder Shares to each of the Anchor Investors on the Settlement Date such that immediately following such forfeiture and transfer, the Founders will hold 3,000,000 Founder Shares, representing an aggregate of 16% of the issued and outstanding Ordinary Shares of the Company immediately following the Offering (assuming the Founders do not purchase any Units in the Offering) and the Anchor Investors will hold 750,000 Founder Shares, representing an aggregate of 4% of the issued and outstanding Ordinary Shares of the Company immediately following the Offering. Upon closing of the Offering, 18,750,000 of the Company's Ordinary Shares will be outstanding, including:

- 15,000,000 Public Shares underlying Units issued as part of the Offering;
- 3,000,000 Founder Shares held by the Founders; and
- 750,000 Founder Shares held by the Anchor Investors.

Description of securities

Public Shares

The Public Shares will be issued in registered form. Application has been made for the Public Shares to be accepted for clearance through the book-entry facilities of Euroclear Nederland. The Public Shares will be listed and traded on Euronext Amsterdam from the First Listing and Trading Date under ISIN KYG2581M1078 and symbol CPA1.

Shareholders of record are entitled to one vote for each Ordinary Share held on all matters to be voted on by Shareholders. Holders of Public Shares and holders of Founder 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. Unless specified in the Company's Articles of Association, or as required by applicable provisions of the Companies Act or applicable stock exchange rules, the affirmative vote of a majority of the Ordinary Shares that are voted is required to approve any such matter voted on by the Shareholders. Approval of certain actions will require a special resolution under Cayman Islands law, being the affirmative vote of at least two-thirds of the Ordinary Shares that are voted, and pursuant to the Company's Articles of Association; such actions include amending the Articles of Association and approving a statutory merger or consolidation with another company.

The Board is divided into three classes, each of which will generally serve for a term of three years with only one class of directors being appointed in each year. There is no cumulative voting with respect to the appointment of directors, with the result that the holders of more than 50% of the Ordinary Shares voted for the appointment of directors can elect all of the directors. However, only holders of Founder Shares will have the right to appoint and remove directors prior to or in connection with the completion of the Initial Business Combination, meaning that holders of Public Shares will not have the right to appoint or remove any directors until after the completion of the Initial Business Combination. In addition, in a vote to de-register the Company in the Cayman Islands and register the Company by way of continuation in a jurisdiction outside the Cayman Islands (which requires the approval of at least two-thirds of the votes of all Ordinary Shares), holders of the Company's Founder Shares will have ten votes for every Founder Share and holders of the Company's Public Shares will have one vote for every Public Share. The provisions of the Articles of Association governing the appointment or removal of directors prior to the Initial Business Combination and the Company's continuation in a jurisdiction outside the Cayman Islands prior to the Initial Business Combination may only be amended by a special resolution passed by not less than two-thirds of the Ordinary Shares who attend and vote at the Company's general meeting, which shall include the affirmative vote of a simple majority of the Company's Founder Shares. Shareholders are entitled to receive ratable dividends when, as and if declared by the Board out of funds legally available therefor. See also "*Risk Factors – Risks related to the Company's business and operations – Holders of Founder Shares will control the election of the Board until consummation of an Initial Business Combination and will hold a substantial interest in the Company. As a result, they will appoint all of the Directors prior to an Initial Business Combination and may exert a substantial influence on actions requiring a Shareholder vote, potentially in a manner that Public Shareholders do not support*".

Because the Articles of Association that will become effective as of Admission authorise the issuance of up to 500,000,000 Public Shares, if the Company were to enter into its Initial Business Combination, the Company may (depending on the terms of the Initial Business Combination) be required to increase the number of Public Shares which it is authorised to issue.

The Company will provide its Public Shareholders with the opportunity 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 completion 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 its taxes, divided by the number of then outstanding Public Shares, subject to the limitations and on the conditions described herein. The amount in the Trust Account is initially anticipated to be U.S.$10.00 per Public Share. The per-share amount the Company will distribute to investors who properly redeem their Public Shares will not be reduced by the deferred underwriting commissions the Company will pay to the Bookrunner. The Founders and the Company's directors have entered into the Insider Letter with the Company, pursuant to which they have agreed to waive their redemption rights with respect to their Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof in connection with the completion of the Initial Business Combination.

Pursuant to the Company's Articles of Association, if the Company is unable to complete its Initial Business Combination by the Business Combination Deadline, it will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but no 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 (less taxes payable and up to U.S.$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), subject to applicable law 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 the case of clauses (ii) and (iii) above 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 Company's Founders and directors have entered into the Insider Letter with the Company, pursuant to which they have agreed to waive their rights to liquidating distributions from the Trust Account with respect to their Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof if the Company fails to complete its Initial Business Combination by the Business Combination Deadline. However, if the Company's Founders or management team acquire Public Shares in or after the Offering, they will be entitled to liquidating distributions from the Trust Account with respect to such Public Shares if the Company fails to complete its Initial Business Combination by the Business Combination Deadline.

In the event of a liquidation, dissolution or winding up of the Company after the Initial Business Combination, Shareholders are entitled to share ratably in all assets remaining available for distribution to them after payment of liabilities and after provision is made for each class of shares, if any, having preference over the Public Shares. Shareholders have no pre-emptive or other subscription rights.

There are no sinking fund provisions applicable to the Public Shares, except that the Company will provide its Public Shareholders with the opportunity to redeem their Public Shares for cash at a per-Public Share price 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 the Company's taxes, divided by the number of then outstanding Public Shares, upon the completion of the Initial Business Combination, subject to the limitations and on the conditions described herein.

Founder Shares

The Founder Shares have been issued in registered form and will not be tradable unless and until converted into Public Shares for which application has been made to be accepted for clearance through the book-entry facilities of Euroclear Nederland. The Founder Shares are not part of the Offering and will not be admitted to listing or trading on any trading platform.

The Founder Shares are designated as Class B ordinary shares and, except as described below, are identical to the Public Shares included in the Units being sold in the Offering, and holders of Founder Shares have the same shareholder rights as Public Shareholders, except that (i) the Founder Shares are subject to certain transfer restrictions, as described in more detail below, (ii) in a vote to continue the Company in a jurisdiction outside the Cayman Islands (which requires the approval of at least two thirds of the votes of all Ordinary Shares), holders of the Company's Founder Shares will have ten votes for every Founder Share and holders of the Company's Public Shares will have one vote for every Public Share, (iii) the Founder Shares are automatically convertible into Public Shares concurrently with or immediately following the completion of the Initial Business Combination on a one-for-one basis, subject to adjustment as described herein and in the Articles of Association, and (iv) only holders of Founder Shares will have the right to appoint and remove directors prior to or in connection with the completion of the Initial Business Combination.

The Company's Founders and Directors have entered into the Insider Letter with the Company, pursuant to which they have agreed to: (A) waive their redemption rights with respect to their Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof in connection with the completion of the Initial Business Combination (B) 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 Articles of Association (i) to modify the substance or timing of the Company's obligation to allow redemption in connection with its Initial Business Combination or to redeem 100% of the Public Shares if the Company has not completed its Initial Business Combination by the Business Combination Deadline, or (ii) with respect to any other material provisions relating to Shareholders' rights or pre-Initial Business Combination activity, (C) waive their rights to liquidating distributions from the Trust Account with respect to their Founder Shares if the Company fails to complete its Initial Business Combination by the Business Combination Deadline, 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 its Initial Business Combination within such time period and (D) vote any Founder Shares held by them and any Public Shares purchased during or after the Offering (including in open market and privately-negotiated transactions) in favour of the Initial Business Combination.

The Founder Shares will automatically convert into Public Shares concurrently with or immediately following completion of the Initial Business Combination on a one-for-one basis, subject to adjustment for share sub-divisions, share capitalisations, reorganisations, recapitalisations and the like, and subject to further adjustment as provided herein. In the case that additional Public Shares or equity-linked securities are issued or deemed issued in connection with the Initial Business Combination, the number of Public Shares issuable upon conversion of all Founder Shares will equal, in the aggregate, 20% of the total number of Public Shares outstanding after such conversion (after giving effect to any redemptions of Public Shares by Public Shareholders), including the total number of Public 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 completion of the Initial Business Combination, excluding any Public Shares or equity-linked securities exercisable for or convertible into Public Shares issued, or to be issued, to any seller in the Initial Business Combination and any Founder Warrants issued to the Company's Founders, officers or directors upon conversion of working capital loans; provided that such conversion of Founder Shares will never occur on a less than one-for-one basis.

With limited exceptions as set out in "Current Shareholders and Related Party Transactions – Founder lock-up undertakings", the Founder Shares are not transferable, assignable or saleable (except to the Company's officers and directors and other persons or entities affiliated with the Founders, each of whom will be subject to the same transfer restrictions) until the earlier of (A) three years after the completion of the Initial Business Combination or earlier if, subsequent to the Initial Business Combination, the closing price of the Public Shares equals or exceeds U.S.$15.00 per-Public Share (as adjusted for share sub-divisions, share capitalisations, reorganisations, recapitalisations and the like) for any 20 trading days within any 30-trading day period commencing at least 24 months after the Initial Business Combination, and (B) the date following the completion of the Initial Business Combination on which the Company completes a liquidation, merger, share exchange or other similar transaction that results in all Shareholders having the right to exchange their Ordinary Shares for cash, securities or other property. See "*Current Shareholders and Related Party Transactions – Founder lock-up undertakings*" for further details of the lock-up periods applicable to the Founders.

Register of Members

Under Cayman Islands law, the Company must keep a register of members and there will be entered therein:

- the names and addresses of the members, a statement of the shares held by each member, and of the amount paid or agreed to be considered as paid, on the shares of each member and the voting rights of the shares of each member;
- the date on which the name of any person was entered on the register as a member; and
- the date on which any person ceased to be a member.

Under Cayman Islands law, the register of members of the Company is prima facie evidence of the matters set out therein (i.e. the register of members will raise a presumption of fact on the matters referred to above unless rebutted) and a member registered in the register of members will be deemed as a matter of Cayman Islands law to have legal title to the shares as set against its name in the register of members. Upon the closing of the Offering, the register of members will be immediately updated to reflect the issue of Ordinary Shares by the Company. Once the Company's register of members has been updated, the Shareholders recorded in the register of members will be deemed to have legal title to the shares set against their name. However, there are limited circumstances where an application may be made to a Cayman Islands court for a determination on whether the register of members reflects the correct legal position. Further, the Cayman Islands court has the power to order that the register of members maintained by a company should be rectified where it considers that the register of members does not reflect the correct legal position. If an application for an order for rectification of the register of members were made in respect of the Public Shares, then the validity of such Public Shares may be subject to re-examination by a Cayman Islands court.

Warrants

Public Warrants

The Public Warrants will be issued in registered form. An application has been made for the Public Warrants to be accepted for clearance through the book-entry facilities of Euroclear Nederland. The Public Warrants will be

listed and traded on Euronext Amsterdam from the First Listing and Trading Date under ISIN KYG2581M1151 and symbol CPA1W. The Public Warrants do not have a fixed price or value. The price of the Public Warrants will be determined by virtue of trading on Euronext Amsterdam.

Each whole Public Warrant entitles the registered holder to purchase one Public Share at an Exercise Price of U.S.$11.50 per Public Share, subject to adjustment as discussed below, at any time commencing 30 days after the completion of the Initial Business Combination. Pursuant to the Warrant Agreement, a Public Warrantholder may exercise its Public Warrants only for a whole number of Public Shares. This means only a whole Public Warrant may be exercised at a given time by a Public Warrantholder. No fractional Public Warrants will be issued and only whole Public Warrants will trade. Accordingly, unless investors purchase at least two Units, they will not be able to receive or trade a whole Public Warrant. The Public Warrants are exercisable from the period beginning 30 days after the Business Combination Completion Date and ending at the close of trading on Euronext Amsterdam (17:30 (CET)) on the first Business Day after the fifth anniversary of the Business Combination Completion Date or earlier upon (i) redemption of the Public Warrants in accordance with their terms as described in the section "*Description of Share Capital and Corporate Structure*", (ii) the Company's liquidation in the event it fails to complete its Initial Business Combination by the Business Combination Deadline, or (iii) any regular liquidation of the Company (the "**Exercise Period**"). The Company (or any successor entity to the Company following the Initial Business Combination) would receive any proceeds from the exercise of the Public Warrants, which the Company expects would be used for working capital or general corporate purposes.

Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$18.00

Once the Public Warrants become exercisable, the Company may redeem the outstanding Public Warrants (except as described herein with respect to the Founder Warrants):

- in whole and not in part;
- at a price of U.S.$0.01 per Public Warrant;
- upon a minimum of 30 days' prior written notice of redemption (the "**30-day redemption period**"); and
- if, and only if, the closing price of the Public Shares equals or exceeds U.S.$18.00 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a Public Warrant as described under the heading *"—Redemption Procedures—Anti-dilution Adjustments*") for any 20 trading days within a 30-trading day period ending three business days before the Company publishes the notice of redemption.

The Company will publish any redemption notice by issuing a press release. The Company has established the last of the redemption criterion discussed above to prevent a redemption call unless there is at the time of the call a significant premium to the Public Warrant Exercise Price. If the foregoing conditions are satisfied and the Company issues a notice of redemption of the Public Warrants, each Public Warrantholder will be entitled to exercise their Public Warrants prior to the scheduled redemption date. However, the price of the Public Shares may fall below the U.S.$18.00 redemption trigger price (as adjusted for share sub-divisions, share capitalisations, reorganisations, recapitalisations and the like) as well as the U.S.$11.50 Public Warrant Exercise Price after the redemption notice is issued.

Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00

Once the Public Warrants become exercisable, the Company may redeem the outstanding Public Warrants (except as described herein with respect to the Founder Warrants):

- in whole and not in part;
- at a price of U.S.$0.10 per Public Warrant;
- upon a minimum of 30 days' prior written notice of redemption; provided that Public Warrantholders will be able to exercise their Public Warrants on a cashless basis prior to redemption and receive that number of Public Shares determined by reference to the table below, based on the redemption date and

the "fair market value" (as defined below) of the Public Shares except as otherwise described below; and

- if, and only if, the closing price of the Public Shares equals or exceeds U.S.$10.00 per Public Share (as adjusted for adjustments to the number of Public Shares issuable upon exercise or the exercise price of a Public Warrant as described under the heading *"—Anti-dilution Adjustments*") for any 20 trading days within the 30-trading day period ending three trading days before the Company publishes the notice of redemption; and

- if the closing price of the Public 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 publishes the notice of redemption is less than U.S.$18.00 per Public Share (as adjusted for adjustments to the number of Public Shares issuable upon exercise or the Exercise Price of a Public Warrant as described under the heading "*Description of Share Capital and Corporate Structure —Public Warrants—Anti-dilution Adjustments*"), the Founder Warrants must also be concurrently called for redemption on the same terms as the outstanding Public Warrants, as described above.

The Company will publish any redemption notice by issuing a press release. Beginning on the date the notice of redemption is given and until the Public Warrants are redeemed or exercised, holders may elect to exercise their Public Warrants on a cashless basis. The numbers in the table below represent the number of Public Shares that a Public Warrantholder will receive upon such cashless exercise in connection with a redemption by the Company pursuant to this redemption feature, based on the "fair market value" of its Public Shares on the corresponding redemption date (assuming holders elect to exercise their Public Warrants and such Public Warrants are not redeemed for U.S.$0.10 per Public Warrant), determined for these purposes based on the volume-weighted average price of the Public Shares during the 10 trading days immediately following the date on which the notice of redemption is sent to the holders of Public Warrants, and the number of months that the corresponding redemption date precedes the expiration date of the Public Warrants, each as set forth in the table below. The Company will provide its Public Warrantholders with the final fair market value no later than one business day after the 10-trading day period described above ends.

Pursuant to the Warrant Agreement, references above to Public Shares shall include a security other than Public Shares into which the Public Shares have been converted or for which they have been exchanged in the event the Company is not the surviving company in the Initial Business Combination.

The share prices set forth in the column headings of the table below will be adjusted as of any date on which the number of Public Shares issuable upon exercise of a Public Warrant or the Exercise Price of a Public Warrant is adjusted as set forth under the heading *"—Redemption Procedures—Anti-dilution Adjustments*" below. If the number of Public Shares issuable upon exercise of a Public Warrant is adjusted, the adjusted share prices in the column headings will equal the share prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the number of Public Shares deliverable upon exercise of a Public Warrant immediately prior to such adjustment and the denominator of which is the number of Public Shares deliverable upon exercise of a Public Warrant as so adjusted. The number of Public Shares in the table below shall be adjusted in the same manner and at the same time as the number of shares issuable upon exercise of a Public Warrant. If the Exercise Price of a Public Warrant is adjusted, (a) in the case of an adjustment pursuant to the fifth paragraph under the heading "*—Redemption Procedures—Anti-dilution Adjustments*" below, the adjusted share prices in the column headings will equal the unadjusted share prices multiplied by a fraction, the numerator of which is the higher of the Market Value and the Newly Issued Price (each as defined below), as set forth under the heading "*—Redemption Procedures—Anti-dilution Adjustments*" and the denominator of which is U.S.$10.00 and (b) in the case of an adjustment pursuant to the second paragraph under the heading "*—Redemption Procedures—Anti-dilution Adjustments*" below, the adjusted share prices in the column headings will equal the unadjusted share prices less the decrease in the exercise price of a Public Warrant pursuant to such exercise price adjustment.

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

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

This redemption feature differs from the typical warrant redemption features used in many other SPAC offerings, which typically only provide for a redemption of warrants for cash (other than the founder warrants) when the trading price for the public shares exceeds U.S.$18.00 per share for a specified period of time. This redemption feature is structured to allow for all of the outstanding Public Warrants to be redeemed when the Public Shares are trading at or above U.S.$10.00 per Public Share, which may be at a time when the trading price of the Company's Public Shares is below the exercise price of the Public Warrants. The Company has established this redemption feature to provide it with the flexibility to redeem the Public Warrants without the Public Warrants having to reach the U.S.$18.00 per Public Share threshold set forth above under "*—Redemption*

of Public Warrants when the price per Public Share equals or exceeds U.S.$18.00." Holders choosing to exercise their Public Warrants in connection with a redemption pursuant to this feature will, in effect, receive a number of Public Shares for their Public Warrants based on an option pricing model with a fixed volatility input as of the date of this Prospectus. This redemption right provides the Company with an additional mechanism by which to redeem all of the outstanding Public Warrants, and therefore have certainty as to its capital structure as the Public Warrants would no longer be outstanding and would have been exercised or redeemed. The Company will be required to pay the applicable redemption price to Public Warrantholders if it chooses to exercise this redemption right and it will allow the Company to quickly proceed with a redemption of the Public Warrants if it determines it is in the Company's best interest to do so. As such, the Company would redeem the Public Warrants in this manner when it believes it is in its best interest to update the Company's capital structure to remove the Public Warrants and pay the redemption price to the Public Warrantholders.

As stated above, the Company can redeem the Public Warrants when the Public Shares are trading at a price starting at U.S.$10.00, which is below the Exercise Price of U.S.$11.50, because it will provide certainty with respect to the Company's capital structure and cash position while providing Public Warrantholders with the opportunity to exercise their Public Warrants on a cashless basis for the applicable number of Public Shares. If the Company chooses to redeem the Public Warrants when the Public Shares are trading at a price below the Exercise Price of the Public Warrants, this could result in the Public Warrantholders receiving fewer Public Shares than they would have received if they had chosen to wait to exercise their Public Warrants for Public Shares if and when such Public Shares were trading at a price higher than the Exercise Price.

No fractional Public Shares will be issued upon exercise. If, upon exercise, a holder would be entitled to receive a fractional interest in a Public Share, the Company will round down to the nearest whole number the number of Public Shares to be issued to the holder. If, at the time of redemption, the Public Warrants are exercisable for a security other than the Public Shares pursuant to the Warrant Agreement (for instance, if the Company is not the surviving company in its Initial Business Combination), the Public Warrants may be exercised for such security.

Anti-dilution Adjustments.

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

In addition, if the Company, at any time while the Public Warrants are outstanding and unexpired, pays a dividend or makes a distribution in cash, securities or other assets to all or substantially all the holders of Public Shares on account of such Public Shares (or other securities into which the Public Warrants are convertible), other than (a) as described above, (b) certain ordinary cash dividends, (c) to satisfy the redemption rights of the holders of Public Shares in connection with a proposed Initial Business Combination, or (d) in connection with the redemption of the Company's Public Shares upon its failure to complete the Initial Business Combination, then the Public Warrant Exercise Price will be decreased, effective immediately after the effective date of such event, by the amount of cash and/or the fair market value of any securities or other assets paid on each Public Share in respect of such event.

If the number of outstanding Public Shares is decreased by a consolidation, combination, reverse share sub-division or reclassification of Public Shares or other similar event, then, on the effective date of such consolidation, combination, reverse share sub-division, reclassification or similar event, the number of Public

Shares issuable on exercise of each Public Warrant will be decreased in proportion to such decrease in outstanding Public Shares.

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

In addition, if (A) the Company issues additional Public 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 U.S.$9.20 per Public Share (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 Founders or their affiliates, without taking into account any Founder Shares held by the Founders or their affiliates, as applicable, prior to such issuance) (the "**Newly Issued Price**"), (B) 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 completion of the Initial Business Combination (net of redemptions), and (C) the volume weighted average trading price of the Public Shares during the 10 trading day period starting on the trading day prior to the day on which the Company completes the Initial Business Combination (such price, the "**Market Value**") is below U.S.$9.20 per Public Share, then the Exercise Price of the Public 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 U.S.$18.00 per Public Share redemption trigger prices described above under "*Description of Share Capital and Corporate Structure —Public Warrants—Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$18.00*" and "*Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*" will be adjusted (to the nearest cent) to be equal to 180% of the higher of the Market Value and the Newly Issued Price, and the U.S.$10.00 per Public Share redemption trigger price described above under "*Description of Share Capital and Corporate Structure — Public Warrants—Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*" will be adjusted (to the nearest cent) to be equal to the higher of the Market Value and the Newly Issued Price.

In case of any reclassification or reorganisation of the outstanding Public Shares (other than those described above or that solely affects the par value of such Public Shares), or in the case of any merger or consolidation of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganisation of its issued and outstanding Public Shares), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, the holders of the Public Warrants will thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrant Agreement and in lieu of the Public Shares immediately theretofore purchasable and receivable upon the exercise of a Public Warrant, the kind and amount of shares or stock or other securities or property (including cash) receivable upon such reclassification, reorganisation, merger or consolidation, or upon a dissolution following any such sale or transfer, that the holder of the Public Warrants would have received if such holder had exercised their Public Warrants immediately prior to such event (the "**Alternative Issuance**") and any terms and conditions of the Warrant Agreement shall apply *mutatis mutandis* to such Alternative Issuance; provided, however, that (i) if the holders of the Public 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 Public 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 Public 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 Ordinary Shareholders (other than a tender, exchange or redemption offer made by the Company in connection with redemption rights held by Public Shareholders as provided for in the Articles of Association) under circumstances in which, upon completion of such tender or exchange offer, the party (and any persons acting in concert with such party under the Dutch Financial Supervision Act) instigating such tender or exchange offer owns more than 50% of the issued and outstanding Ordinary Shares, the holder of a Public 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 Public Warrant holder had exercised a Public Warrant prior to the expiration of such tender or exchange offer, accepted such offer and all of the Public 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 the Warrant Agreement. If less than 70% of the consideration receivable by the holders of Public Shares in such a transaction is payable in the form of shares in the successor entity that is listed and traded on a regulated market or multilateral trading facility in the European Economic Area or the United Kingdom immediately following such event, and if the registered holder of the Public Warrant properly exercises the Public Warrant within 30 days following public disclosure of such transaction, the Public Warrant Exercise Price will be reduced as specified in the Warrant Agreement based on the Black-Scholes Warrant Value (as defined in the Warrant Agreement) of the Public Warrant. The purpose of such Exercise Price reduction is to provide additional value to holders of the Public Warrants when an extraordinary transaction occurs during the Exercise Period of the Public Warrants pursuant to which the holders of the Public Warrants otherwise do not receive the full potential value of the Public Warrants.

The Public Warrants will be issued in registered form under a Warrant Agreement between Kempen, as Warrant Agent, and the Company. The Warrant Agreement provides that the terms of the Public Warrants may be amended without the consent of any holder for the purpose of (i) curing any ambiguity or to correct any defective provision or mistake, including to conform the provisions of the Warrant Agreement to the description of the terms of the Public Warrants and the Warrant Agreement set forth in this Prospectus, (ii) adjusting the provisions relating to cash dividends on Public Shares as contemplated by and in accordance with the Warrant Agreement or (iii) adding or changing any provisions with respect to matters or questions arising under the Warrant Agreement as the parties to the Warrant Agreement may deem necessary or desirable (including but not limited to making any amendments that are necessary in the good faith determination of the Board (taking into account then existing market precedents) to allow for the Public Warrants and the Founder Warrants to be classified as equity in the Company's financial statements, provided that this shall not allow any modification or amendment to the Warrant Agreement that would increase the Exercise Price or shorten the period in which an investor can exercise its Warrants), and that the parties deem to not adversely affect the rights of the registered holders of the Public Warrants, provided that the approval by the holders of at least 50% of the then-outstanding Public Warrants is required to make any change that adversely affects the interests of the registered holders of Public Warrants, and, solely with respect to any amendment to the terms of the Founder Warrants, 50% of the then outstanding Founder Warrants.

No Public Warrants will be exercisable (for cash or on a cashless basis) unless the issuance of the Public Shares upon such exercise is permitted in the jurisdiction of the exercising Warrant Holder and the Company will not be obligated to issue any Public Shares to Warrant Holders seeking to exercise their Public Warrants unless such exercise and delivery of Public Shares is permitted in the jurisdiction of the exercising Warrant Holder and such Warrant Holder provides the necessary representations and warranties as contained in the applicable notice for exercise as attached to this Prospectus as Appendix 1. If such conditions are not satisfied with respect to a Public Warrant, the Warrant Holder will not be entitled to exercise such Public Warrant.

The Warrant Agreement is available on the Company's website (www.crystalpeaktech.com).

Founder Warrants

The Founder Warrants held by the Founders (including the Public Shares issuable upon exercise of the Founder Warrants) will not be transferable, assignable or saleable until 30 days after the completion of the Initial Business Combination (except, among other limited exceptions as described under "*Current Shareholders and Related Party Transactions – Founder lock-up undertakings*", to the Company's officers and directors and other persons or entities affiliated with the Founders). The Founder Warrants held by the Anchor Investors (including the Public Shares issuable upon exercise of the Founder Warrants) will not be transferable, assignable or saleable until 180 days after the Settlement Date (except, among other limited exceptions as described under "*Current Shareholders and Related Party Transactions – Anchor Investor lock-up undertakings*", to the Company's officers and directors and other persons or entities affiliated with the Anchor Investors). The Founder Warrants will not be redeemable by the Company so long as they are held by the Company's Founders, the Anchor Investors or their Permitted Transferees, except as described above under *"—Warrants—Public Warrants—Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*". The Founders, the Anchor Investors or their Permitted Transferees have the option to exercise the Founder Warrants on a cashless basis. Except as described below, the Founder Warrants have terms and provisions that are identical to those of the Public Warrants being sold as part of the Units in the Offering. If the Founder Warrants are held

by holders other than the Founders, the Anchor Investors or their Permitted Transferees, the Founder Warrants will be redeemable by the Company and exercisable by the holders on the same basis as the Public Warrants included in the Units being sold in the Offering. The Company (or any successor entity to the Company following the Initial Business Combination) would receive any proceeds from the exercise of the Founder Warrants, which the Company expects would be used for working capital or general corporate purposes.

Except as described above under "—*Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*," if holders of the Founder Warrants elect to exercise them on a cashless basis, they would pay the Exercise Price by surrendering their Founder Warrants for that number of Public Shares equal to the quotient obtained by dividing (x) the product of the number of Public Shares underlying the Founder Warrants, multiplied by the excess of the "fair market value" of the Company's Public Shares (defined below) over the Exercise Price of the Founder Warrants by (y) the fair market value. The "**fair market value**" will mean the average reported closing price of the Public Shares for the 10 trading days ending on the third trading day prior to the date on which the notice of warrant exercise is sent to the Warrant Agent. The reason that the Company has agreed that the Founder Warrants will be exercisable on a cashless basis so long as they are held by the Founders, the Anchor Investors or their Permitted Transferees is because it is not known at this time whether they will be affiliated with the Company following the Initial Business Combination. If they remain affiliated with the Company, their ability to sell the Company's securities in the open market will be significantly limited. The Company expects to have policies in place that prohibit insiders from selling its securities except during specific periods of time. Even during such periods of time when insiders will be permitted to sell the Company's securities, an insider cannot trade in the Company's securities if they are in possession of inside information. Accordingly, unlike Public Shareholders who could exercise their Public Warrants and sell the Public Shares received upon such exercise freely in the open market in order to recoup the cost of such exercise, the insiders could be significantly restricted from selling such securities. As a result, the Company believes that allowing the Founders to exercise the Founder Warrants on a cashless basis is appropriate.

Transfer of Public Shares and Public Warrants in book-entry form

The Public Shares and Public Warrants will be entered into the collection deposit (*verzameldepot*) and giro deposit (*girodepot*) on the basis of the Dutch Securities Transactions Act by issuance or transfer to an intermediary and Euroclear Nederland, respectively.

The intermediaries, as defined in the Dutch Securities Transactions Act, are responsible for the management of the collection deposit, and Euroclear Nederland, being the central institute for the purposes of the Dutch Securities Transactions Act, will be responsible for the management of the giro deposit.

If new Public Shares or Public Warrants are subsequently issued or transferred for inclusion in a collection deposit, the issuance or transfer will be accepted by the intermediary concerned. If new Public Shares or Public Warrants are subsequently issued or transferred for inclusion in a giro deposit, the issuance or transfer will be accepted by Euroclear Nederland. The issue or transfer and acceptance in order to include a Public Share or Public Warrant in the collection deposit or the giro deposit will be effected without the cooperation of the other holders of ownership interests in the collection deposit or the giro deposit, respectively.

Public Shares and Public Warrants included in the collection deposit or giro deposit can only be withdrawn from a collection deposit or giro deposit in limited circumstances, with due observance of the related provisions of the Dutch Securities Transactions Act.

Investors in the Public Shares and Public Warrants will become the holders of an ownership interest in a collection deposit or giro deposit in respect of the Public Shares and Public Warrants, respectively. These ownership interests (the "**Book-Entry Interests**") will be shown on, and transfers thereof will be done only through, records maintained in book-entry form by Euroclear Nederland and the intermediaries.

The transfer of Book-Entry Interests shall be effected in accordance with the provisions of the Dutch Securities Transactions Act. The same applies to the establishment of a right of pledge and the establishment or transfer of a right of usufruct on these Book-Entry Interests.

Holders of Book-Entry Interests are not recorded in the register of members of the Company. The Public Shares and Public Warrants included in the collection deposit and giro deposit will be recorded in the register of members of the Company in the name of Euroclear Nederland.

Where in this Prospectus reference is made to Public Shares and Public Warrants, and to (the rights and discretions of) holders of Public Shares and Public Warrants, such reference is also meant to include Book-Entry Interests in respect of Public Shares and Book-Entry Interests in respect of Public Warrants, respectively, and to holders of Book-Entry Interests in respect of Public Shares and holders of Book-Entry Interests in respect of Public Warrants, respectively.

Euroclear Nederland has advised the Company that it will take any action permitted to be taken by a holder of Public Shares or Public Warrants only at the direction of one or more holders of Book-Entry Interests in respect of the Public Shares or Public Warrants to whose accounts such Book-Entry Interests are credited and only in respect of such portion of the Public Shares or Public Warrants as to which such holder or holders of Book-Entry Interests has or have given such direction. Euroclear Nederland will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Public Shares and Public Warrants. In the case of the Public Shares, voting rights and other shareholder rights can be exercised only on the basis of instructions provided by the holders of Book-Entry Interests in respect of such Public Shares. Such holders must comply with applicable Euroclear Nederland rules and procedures.

Pre-emption rights

The Ordinary Shareholders will not have any statutory pre-emption rights with respect to future issuances by the Company of its securities under Cayman Islands law nor pursuant to the Articles of Association. The Board will approve any future offering or offerings of the Company's securities. No other announcements or disclosures will be required under Cayman Islands law.

Redemption/repurchase of own Shares

Under Cayman Islands law, when issuing shares, an exempted company with limited liability (such as the Company) may not subscribe for newly issued shares in its own capital. Subject to certain provisions of Cayman Islands law and its Articles of Association, the Company may repurchase or redeem fully paid shares in its own capital.

The Listing Agent and Warrant Agent

The Listing Agent for the Public Shares and Public Warrants is Kempen. The Company has agreed to indemnify Kempen in its roles as Listing Agent and Warrant Agent, its agents and each of its shareholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities in that capacity, except for any liability due to any gross negligence or intentional misconduct of the indemnified person or entity. Kempen has agreed that it has no right of set-off or any right, title, interest or claim of any kind to, or to any monies in, the Trust Account, and has irrevocably waived any right, title, interest or claim of any kind to, or to any monies in, the Trust Account that it may have now or in the future. Accordingly, any indemnification provided will only be able to be satisfied, or a claim will only be able to be pursued, solely against the Company and its assets outside the Trust Account and not against the any monies in the Trust Account or interest earned thereon.

Summary of Cayman Islands corporate law

Cayman Islands companies are governed by the Companies Act. The Companies Act is modelled on English law but does not follow recent English law statutory enactments, and differs from laws applicable to United States and Dutch corporations and their shareholders. Set forth below is a summary of material provisions under the Companies Act applicable to the Company.

Mergers and Similar Arrangements. In certain circumstances, the Companies Act allows for mergers or consolidations between two Cayman Islands companies, or between a Cayman Islands exempted company and a company incorporated in another jurisdiction (provided that is facilitated by the laws of that other jurisdiction).

Where the merger or consolidation is between two Cayman Islands companies, the directors of each company must approve a written plan of merger or consolidation containing information prescribed by the Companies Act. That plan of merger or consolidation must then be authorised by either (a) a special resolution (usually a majority of 66 2/3% in value of the voting shares voted at a general meeting) of the shareholders of each company; or (b) such other authorization, if any, as may be specified in such constituent company's articles of association. No shareholder resolution is required for a merger between a parent company (i.e., a company that

owns at least 90% of the issued shares of each class in a subsidiary company) and its subsidiary company. The consent of each holder of a fixed or floating security interest of a constituent company must be obtained, unless the court waives such requirement. If the Cayman Islands Registrar of Companies is satisfied that the requirements of the Companies Act (which includes certain other formalities) have been complied with, the Registrar of Companies will register the plan of merger or consolidation.

Where the merger or consolidation involves a foreign company, the procedure is similar, save that with respect to the foreign company, the directors of the Cayman Islands exempted company are required to make a declaration to the effect that, having made due enquiry, they are of the opinion that the requirements set out below have been met: (i) that the merger or consolidation is permitted or not prohibited by the constitutional documents of the foreign company and by the laws of the jurisdiction in which the foreign company is incorporated, and that those laws and any requirements of those constitutional documents have been or will be complied with; (ii) that no petition or other similar proceeding has been filed and remains outstanding or order made or resolution adopted to wind up or liquidate the foreign company in any jurisdictions; (iii) that no receiver, trustee, administrator or other similar person has been appointed in any jurisdiction and is acting in respect of the foreign company, its affairs or its property or any part thereof; (iv) that no scheme, order, compromise or other similar arrangement has been entered into or made in any jurisdiction whereby the rights of creditors of the foreign company are and continue to be suspended or restricted.

Where the surviving company is the Cayman Islands exempted company, the directors of the Cayman Islands exempted company are further required to make a declaration to the effect that, having made due enquiry, they are of the opinion that the requirements set out below have been met: (i) that the foreign company is able to pay its debts as they fall due and that the merger or consolidation is bona fide and not intended to defraud unsecured creditors of the foreign company; (ii) that in respect of the transfer of any security interest granted by the foreign company to the surviving or consolidated company (a) consent or approval to the transfer has been obtained, released or waived; (b) the transfer is permitted by and has been approved in accordance with the constitutional documents of the foreign company; and (c) the laws of the jurisdiction of the foreign company with respect to the transfer have been or will be complied with; (iii) that the foreign company will, upon the merger or consolidation becoming effective, cease to be incorporated, registered or exist under the laws of the relevant foreign jurisdiction; and (iv) that there is no other reason why it would be against the public interest to permit the merger or consolidation.

Upon a merger or consolidation, the Companies Act provides for a right of each shareholders to be paid a payment of the fair value of their shares upon their dissenting to the merger or consolidation if the shareholder follows a prescribed procedure. In essence, that procedure is as follows (a) 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; (b) 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; (c) 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; (d) within seven days following the date of the expiration of the period set out in paragraph (b) 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 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 (e) if the company and the shareholder fail to agree 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 Grand Court 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. These rights of a dissenting shareholder are not available in some circumstances, for example, to dissenters holding shares of any class in respect of which an open market exists on a recognized stock exchange or recognized interdealer quotation system at the relevant date or where the consideration for such shares to be

contributed are shares of any company listed on a national securities exchange or shares of the surviving or consolidated company.

Moreover, Cayman Islands law has separate statutory provisions that facilitate the reconstruction or amalgamation of companies in certain circumstances, commonly referred to in the Cayman Islands as a "scheme of arrangement", schemes of arrangement will generally be more suited for complex mergers or other transactions involving widely held companies which may be tantamount to a merger. In the event that a merger was sought pursuant to a scheme of arrangement (the procedures for which are more rigorous and take longer to complete than the procedures typically required to consummate a merger in the United States), the arrangement in question must be approved by a majority in number of each class of shareholders and creditors with whom the arrangement is to be made and who must in addition represent three-fourths in value of each such class of shareholders or creditors, as the case may be, that are present and voting either in person or by proxy at a meeting, or meeting summoned for that purpose. The convening of the meetings and subsequently the terms of the arrangement must be sanctioned by the Grand Court of the Cayman Islands. While a dissenting shareholder would have the right to express to the court the view that the transaction should not be approved, the court can be expected to approve the arrangement if it satisfies itself that:

- the Company is not proposing to act illegally or beyond the scope of its corporate authority and the statutory provisions as to majority vote have been complied with;
- the shareholders have been fairly represented at the meeting in question;
- the arrangement is such as a businessman would reasonably approve; and
- the arrangement is not one that would more properly be sanctioned under some other provision of the Companies Act or that would amount to a "fraud on the minority."

If a scheme of arrangement or takeover offer (as described below) is approved, any dissenting shareholder would have no rights comparable to appraisal rights (providing rights to receive payment in cash for the judicially determined value of the shares), which would otherwise ordinarily be available to dissenting shareholders of United States corporations

Squeeze-out Provisions. When a takeover offer is made and accepted by holders of 90% of the shares to whom the offer relates is made within four months, the offeror may, within a two-month period, require the holders of the remaining shares to transfer such shares on the terms of the offer. An objection can be made to the Grand Court of the Cayman Islands but this is unlikely to succeed unless there is evidence of fraud, bad faith, collusion or inequitable treatment of the shareholders.

Further, transactions similar to a merger, reconstruction and/or an amalgamation may in some circumstances be achieved through means other than these statutory provisions, such as a share capital exchange, asset acquisition or control, or through contractual arrangements, of an operating business

Shareholders' Suits. Maples and Calder, the Company's Cayman Islands legal 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, the Company will be the proper plaintiff in any claim based on a breach of duty owed to it, and a claim against (for example) the Company's officers or directors usually may not be brought by a shareholder. However, based both on 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:

- a company is acting, or proposing to act, illegally or beyond the scope of its authority;
- 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
- those who control the company are perpetrating a "fraud on the minority."

A shareholder may have a direct right of action against the Company where the individual rights of that shareholder have been infringed or are about to be infringed

Enforcement of Civil Liabilities. The Cayman Islands has a different body of securities laws as compared to the United States and the Netherlands and provides less protection to investors. Additionally, Cayman Islands companies may not have standing to sue before the Dutch courts or the Federal courts of the United States.

The Company has been advised by Maples and Calder, its Cayman Islands legal counsel, that the courts of the Cayman Islands are unlikely (i) to recognise or enforce against the Company judgments of courts of the United States predicated upon the civil liability provisions of the federal securities laws of the United States or any state; and (ii) in original actions brought in the Cayman Islands, to impose liabilities against the Company predicated upon the civil liability provisions of the federal securities laws of the United States or any state, so far as the liabilities imposed by those provisions are penal in nature. In those circumstances, although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided the necessary conditions are met. For a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, and or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands Court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere.

Special Considerations for Exempted Companies. The Company is an exempted company with limited liability (meaning its Public Shareholders have no liability, as members of the Company, for liabilities of the Company over and above the amount paid for their shares) under the Companies Act. The 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:

- annual reporting requirements are minimal and consist mainly of a statement that the company has conducted its operations mainly outside of the Cayman Islands and has complied with the provisions of the Companies Act (provided, however, that for so long as any of the Public Shares or the Public Warrants are admitted to listing and trading on Euronext Amsterdam, the Company is obliged to comply with the Dutch Financial Supervision Act and to make publicly available, within four months after the end of the financial year, the annual financial report (comprising the audited annual accounts, the management report and a responsibility statement) and within three months from the end of the first six months of a financial year, the semi-annual financial report (comprising the semi-annual accounts, the semi-annual management report and a responsibility statement). See for further information the paragraph "*Annual and Semi-Annual Reporting*" below);
- 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 shares with no par value;
- 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.

Articles of Association

The Company's Memorandum and Articles of Association state its objects to be unrestricted and the Company shall have full power and authority to carry out any object not prohibited by the laws of the Cayman Islands.

The Initial Business Combination Article of the Company's Articles of Association contains provisions designed to provide rights and protections relating to the Offering that will apply to the Company until the completion of its Initial Business Combination. These provisions cannot be amended without a special resolution. As a matter of Cayman Islands law, a resolution is deemed to be a special resolution where it has been approved by either (i) at least two-thirds (or any higher threshold specified in a company's articles of association) of a company's shareholders entitled to vote and so voting at a general meeting for which notice specifying the intention to propose the resolution as a special resolution has been given; or (ii) if so authorised by a company's articles of association, by a unanimous written resolution of all of the company's shareholders. The Company's Articles of Association provide that special resolutions must be approved either by at least two-thirds of its Shareholders entitled to vote and so voting (i.e., the lowest threshold permissible under Cayman Islands law), or by a unanimous written resolution of all of its Shareholders.

The Founders, who will collectively own 16% of the Ordinary Shares upon the closing of the Offering (assuming they do not purchase any Units in the Offering), will participate in any vote to amend the Company's Articles of Association and will have the discretion to vote in any manner they choose. Specifically, the Company's Articles of Association provide, among other things, that:

- If the Company is unable to complete its Initial Business Combination by the Business Combination Deadline, it will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but no 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 (less taxes payable and up to U.S.$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 the case of clauses (ii) and (iii) 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;

- Prior to the Initial Business Combination, the Company may not issue additional securities that would entitle the holders thereof to (i) receive funds from the Trust Account or (ii) vote on its Initial Business Combination;

- Although the Company's does not intend to enter into its Initial Business Combination with a target business that is affiliated with the Founders, the Company's directors or its officers, the Company is not prohibited from doing so. In the event the Company enters into such a transaction, the Company, or a committee of independent directors, may obtain an opinion from an independent investment banking firm or a valuation or appraisal firm that such Initial Business Combination is fair to the Company from a financial point of view;

- If the Shareholders approve an amendment to its Articles of Association (A) to modify the substance or timing of the Company's obligations to allow redemption in connection with its Initial Business Combination or to redeem 100% of the Public Shares if it does not complete its Initial Business Combination by the Business Combination Deadline, or (B) with respect to any other material provisions relating to Shareholders' rights or pre-Initial Business Combination activity, the Company will provide its Public Shareholders with the opportunity to redeem all or a portion of their Public Shares upon such approval at a per-Public 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 taxes, divided by the number of then outstanding Public Shares, subject to the limitations and on the conditions described herein; and

- The Company will not effectuate its Initial Business Combination with another SPAC or a similar company with nominal operations.

In addition, the Articles of Association provide the Company will not redeem its Public Shares in an amount that would cause its net tangible assets to be less than U.S.$5,000,001. The Company may, however, raise funds through the issuance of equity or equity-linked securities or through loans, advances or other indebtedness in connection with its Initial Business Combination, including pursuant to forward purchase agreements or backstop arrangements it may enter into following completion of the Offering, in order to, among other reasons, satisfy such net tangible assets requirement.

The Companies Act permits a company incorporated in the Cayman Islands to amend its memorandum and articles of association with the approval of a special resolution. A company's articles of association may specify that the approval of a higher majority is required but, provided the approval of the required majority is obtained, any Cayman Islands exempted company may amend its memorandum and articles of association regardless of whether its memorandum and articles of association provides otherwise. Accordingly, although the Company could amend any of the provisions relating to its proposed offering, structure and business plan which are contained in the Articles of Association, the Company views all of these provisions as binding obligations to its Shareholders and neither the Company, nor its officers or directors, will take any action to amend or waive any of these provisions unless the Company provides Public Shareholders with the opportunity to redeem their Public Shares.

The Articles of Association provide that unless the Company consents in writing to the selection of an alternative forum, the courts of the Cayman Islands shall have exclusive jurisdiction over any claim or dispute arising out of or in connection with the Articles of Association or otherwise related in any way to each shareholder's shareholding in the Company, including but not limited to: (i) any derivative action or proceeding brought on the Company's behalf; (ii) any action asserting a claim of breach of any fiduciary or other duty owed by any of the Company's current or former directors, officers or other employees to the Company or its shareholders; (iii) any action asserting a claim arising pursuant to any provision of the Companies Act or the Articles of Association; or (iv) any action asserting a claim against the Company governed by the internal affairs doctrine (as such concept is recognized under the laws of the United States of America) and that each shareholder irrevocably submits to the exclusive jurisdiction of the courts of the Cayman Islands over all such claims or disputes. The Articles of Association also provide that, without prejudice to any other rights or remedies that the Company may have, shareholder acknowledges that damages alone would not be an adequate remedy for any breach of the selection of the courts of the Cayman Islands as exclusive forum and that accordingly the Company shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the selection of the courts of the Cayman Islands as exclusive forum. The forum selection provision in the Articles of Association will not apply to actions or suits brought to enforce any liability or duty created by the Securities Act, Exchange Act or any claim for which the federal district courts of the United States of America are, as a matter of the laws of the United States of America, the sole and exclusive forum for determination of such a claim.

The Articles of Association prohibit shareholders from taking action other than by a duly convened meeting of the shareholders or by unanimous written resolution. The Articles of Association provide that the Company may, but shall not be obliged to, in each year hold a general meeting as its annual general meeting, and shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place as the Directors shall appoint. At these meetings the report of the Directors (if any) shall be presented, but under Cayman Islands law the Board is permitted to adopt the financial statements of the Company. The Directors, the chief executive officer or the chairman of the Board may call general meetings, and, for the avoidance of doubt, holders of Public Shares shall not have the ability to call general meetings. When such a meeting is called, notice must be given at least 21 clear days prior to the date of the meeting. In addition, the notice shall specify the place, the day and hour of the meeting and the general nature of business to be conducted. Save as provided below in respect of the appointment and removal of directors prior to completion of the Initial Business Combination, the shareholders present (in person or by proxy) at a general meeting will be entitled to one vote per share on matters to be voted on by shareholders.

Under the Articles of Association, shareholders representing at least one-third of our issued and outstanding Ordinary Shares, present in person or by proxy, will constitute a quorum. Accordingly, assuming that only one-third of the Company's issued and outstanding Ordinary Shares representing a quorum are voted, the Founders would need 125,001, or 0.83% of the 15,000,000 Public Shares, in addition to the Founder Shares that they hold, to be voted in favour of an ordinary resolution in order for that resolution to be approved.

The Company's Articles of Association provide that the Board are classified into three classes of directors. As a result, in most circumstances, a person can gain control of the Board only by successfully engaging in a proxy contest at two or more annual general meetings.

The Articles of Association provide that, prior to the consummation of an Initial Business Combination, the Company may, by Ordinary Resolution of the holders of the Founder Shares, appoint any person to be a Director or may, by Ordinary Resolution of the holders of the Founder Shares, remove any Director from the Board. For the avoidance of doubt, prior to the consummation of an Initial Business Combination, holders of the Public Shares shall have no right to vote on the appointment or removal of any Director. After the consummation of an Initial Business Combination, the Company may, by Ordinary Resolution, appoint any person to be a Director or may, by Ordinary Resolution, remove any Director. See also "*Risk Factors – Risks related to the Company's business and operations – Holders of Founder Shares will control the election of the Board until consummation of an Initial Business Combination and will hold a substantial interest in the Company. As a result, they will appoint all of the Directors prior to an Initial Business Combination and may exert a substantial influence on actions requiring a Shareholder vote, potentially in a manner that Public Shareholders do not support".*

The Articles of Association provide a Shareholder with one vote per Ordinary Share at a general meeting of the Company convened to vote on the following matters requiring an Ordinary Resolution (which must be passed by a simple majority): (i) increase its share capital by such sum as the Ordinary Resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine; (ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;(iii) convert all or any of its paid-up shares into stock, and reconvert that stock into paid-up shares of any denomination; (iv) by subdivision of its existing shares or any of them divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Articles of Association or into shares without par value; (v) cancel any shares that at the date of the passing of the Ordinary 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; (vi) increase or reduce the number of Directors on the Board; and (vii) amend a provision of the Trust Agreement, other than provisions 2.9, 2.10 and 2.11, which can only be amended by a majority of 65% or more (see "*Reasons for the Offering and Use of Proceeds—The Trust Agreement*")

The Articles of Association provide a Shareholder with one vote per Ordinary Share at a general meeting convened to vote on the following matters requiring a Special Resolution (which must be passed by a two-thirds majority): (i) a change to the name of the Company, (ii) altering or adding to the Articles of Association; (iii) altering or adding to the Company's memorandum of association with respect to any objects, powers or other matters specified therein; (iv) reducing the Company's share capital or any capital redemption reserve fund; (v) a merger or consolidation with one or more other constituent companies; and (vi) a subdivision of the shares of the Company, where any or all of the rights attaching to a class of shares will be varied to the detriment of a holder of those shares.

In addition, the Companies Act provides the following matters must be approved by Ordinary Resolution of the Shareholders (requiring a simple majority of votes validly cast): (i) authorizing the issue of shares at a discount; (ii) authorizing the manner in which a repurchase of shares may be conducted; and (iii) placing the Company into voluntary winding up because the Company is unable to pay its debts as they fall due. In addition, under Cayman Islands law, Ordinary Shareholders must approve the following matters by Special Resolution (requiring a two-thirds majority of votes validly cast): (i) requiring the Company to be wound up by the court; and (ii) placing the Company into voluntary liquidation.

The Company's authorised but unissued Ordinary Shares are available for future issuances without Shareholder approval and could be utilised for a variety of corporate purposes, including future offerings to raise additional capital, acquisitions and employee benefit plans. The existence of authorised but unissued and unreserved Ordinary Shares could render more difficult or discourage an attempt to obtain control of the Company by means of a proxy contest, tender offer, merger or otherwise.

Anti-Money Laundering—Cayman Islands

In order to comply with legislation or regulations aimed at the prevention of money laundering, the Company is required to adopt and maintain anti-money laundering procedures, and may require subscribers to provide evidence to verify their identity, the identity of their beneficial owners/controllers and source of funds. Where permitted, and subject to conditions under the applicable laws and regulations, the Company may also delegate

the maintenance of its anti-money laundering procedures (including the acquisition of due diligence information) to a suitable person.

The Company reserves the right to request such information as is necessary to verify the identity of a subscriber. In some cases, the directors may be satisfied that no further information is required since an exemption applies under the Anti-Money Laundering Regulations (2020 Revision) of the Cayman Islands, as amended and revised from time to time (the "**Regulations**"). Depending on the circumstances of each application, a detailed verification of identity might not be required where:

- the subscriber makes the payment for their investment from an account held in the subscriber's name at a recognised financial institution;
- the subscriber is regulated by a recognized regulatory authority and is based or incorporated in, or formed under the law of, a recognised jurisdiction; or
- the application is made through an intermediary which is regulated by a recognised regulatory authority and is based in or incorporated in, or formed under the law of a recognised jurisdiction and an assurance is provided in relation to the procedures undertaken on the underlying investors.

For the purposes of these exceptions, recognition of a financial institution, regulatory authority or jurisdiction will be determined in accordance with the Regulations by reference to those jurisdictions recognised by the Cayman Islands Monetary Authority as having equivalent anti-money laundering regulations.

In the event of delay or failure on the part of the subscriber in producing any information required for verification purposes, the Company may refuse to accept the application, in which case any funds received will be returned without interest to the account from which they were originally debited.

The Company also reserves the right to refuse to make any payment to a Shareholder if its directors or officers suspect or are advised that the payment to such Shareholder may be non-compliant with applicable anti-money laundering or other laws or regulations, or if such refusal is considered necessary or appropriate to ensure its compliance with any such laws or regulations in any applicable jurisdiction.

If any person resident in the Cayman Islands knows or suspects or has reasonable grounds for knowing or suspecting that another person is engaged in criminal conduct or is involved with terrorism or terrorist property and the information for that knowledge or suspicion came to their attention in the course of business in the regulated sector, or other trade, profession, business or employment, the person will be required to report such knowledge or suspicion to (i) the Financial Reporting Authority of the Cayman Islands, pursuant to the Proceeds of Crime Law Act (As Revised) of the Cayman Islands if the disclosure relates to criminal conduct or money laundering, or (ii) a police officer of the rank of constable or higher, or the Financial Reporting Authority, pursuant to the Terrorism Act (As Revised) of the Cayman Islands, if the disclosure relates to involvement with terrorism or terrorist financing and property. Such a report will not be treated as a breach of confidence or of any restriction upon the disclosure of information imposed by any enactment or otherwise.

Cayman Islands Data Protection

The Company has certain duties under the Data Protection Act, 2017 of the Cayman Islands (the "**DPA**") based on internationally accepted principles of data privacy

PRIVACY NOTICE

Introduction

This privacy notice puts the Company's Shareholders on notice that through investors' investment in the Company they will provide the Company with certain personal information which constitutes personal data within the meaning of the DPA ("**personal data**").

In the following discussion, the "**company**" refers to the Company and its affiliates and/or delegates, except where the context requires otherwise.

Investor Data

The Company will collect, use, disclose, retain and secure personal data to the extent reasonably required only and within the parameters that could be reasonably expected during the normal course of business. The Company will only process, disclose, transfer or retain personal data to the extent legitimately required to conduct its activities of on an ongoing basis or to comply with legal and regulatory obligations to which the Company is subject. The Company will only transfer personal data in accordance with the requirements of the DPA, and will apply appropriate technical and organisational information security measures designed to protect against unauthorised or unlawful processing of the personal data and against the accidental loss, destruction or damage to the personal data.

In the Company's use of this personal data, it will be characterised as a "data controller" for the purposes of the DPA, while the Company's affiliates and service providers who may receive this personal data from the Company in the conduct of its activities may either act as the Company's "data processors" for the purposes of the DPA or may process personal information for their own lawful purposes in connection with services provided to the Company.

The Company may also obtain personal data from other public sources. Personal data includes, without limitation, the following information relating to a shareholder and/or any individuals connected with a shareholder as an investor: name, residential address, email address, contact details, corporate contact information, signature, nationality, place of birth, date of birth, tax identification, credit history, correspondence records, passport number, bank account details, source of funds details and details relating to the Shareholder's investment activity.

Who this affects

If an investor is a natural person, this will affect them directly. If an investor is a corporate investor (including, for these purposes, legal arrangements such as trusts or exempted limited partnerships) that provides the Company with personal data on individuals connected to the investor for any reason in relation their investment in the Company, this will be relevant for those individuals and they should transmit the content of this Privacy Notice to such individuals or otherwise advise them of its content.

How the Company may use investors' personal data

The Company, as the data controller, may collect, store and use personal data for lawful purposes, including, in particular:

- where this is necessary for the performance of the Company's rights and obligations under any purchase agreements;
- where this is necessary for compliance with a legal and regulatory obligation to which the Company is subject (such as compliance with anti-money laundering and FATCA/CRS requirements); and/or
- where this is necessary for the purposes of the Company's legitimate interests and such interests are not overridden by investors interests, fundamental rights or freedoms.

Should the Company wish to use personal data for other specific purposes (including, if applicable, any purpose that requires investor consent), the Company will contact investors.

Why the Company may transfer investors' personal data

In certain circumstances, the Company may be legally obliged to share personal data and other information with respect to investors' shareholding with the relevant regulatory authorities such as the Cayman Islands Monetary Authority or the Tax Information Authority. They, in turn, may exchange this information with foreign authorities, including tax authorities.

The Company's anticipates disclosing personal data to persons who provide services to it and their respective affiliates (which may include entities located outside the US, the Cayman Islands or the European Economic Area), who will process investors' personal data on its behalf.

The data protection measures the Company takes

Any transfer of personal data by the Company or its duly authorized affiliates and/or delegates outside of the Cayman Islands shall be in accordance with the requirements of the DPA.

The Company and its duly authorised affiliates and/or delegates shall apply appropriate technical and organisational information security measures designed to protect against unauthorised or unlawful processing of personal data, and against accidental loss or destruction of, or damage to, personal data.

The Company's shall notify investors of any personal data breach that is reasonably likely to result in a risk to investors' interests, fundamental rights or freedoms or those data subjects to whom the relevant personal data relates

Annual and Semi-Annual Financial Reporting

On the basis of the Dutch Financial Supervision Act and for so long as any of the Public Shares or the Public Warrants are admitted to listing and trading on Euronext Amsterdam, the Company will make publicly available, within four months after the end of the financial year, the annual financial report (comprising the audited annual accounts, the management report and a responsibility statement) by means of the issuance of a press release, the publication of the press release and the annual financial report on its website (www.crystalpeaktech.com) and the filing of the press release and the annual financial report with the AFM.

On the basis of the Dutch Financial Supervision Act and for so long as any of the Public Shares or the Public Warrants are admitted to listing and trading on Euronext Amsterdam, the Company will make publicly available, within three months after the end of the first six months of the financial year, the semi-annual financial report (comprising the semi-annual accounts, the semi-annual management report and a responsibility statement) by means of the issuance of a press release, the publication of the press release and the semi-annual financial report on its website (www.crystalpeaktech.com) and the filing of the press release and the semi-annual financial report with the AFM. If the semi-annual accounts are audited or reviewed, the audit or review report must be made publicly available together with the semi-annual accounts. If the semi-annual accounts are unaudited or unreviewed, this should be so stated.

The above-mentioned documents shall be published for the first time by the Company in connection with its financial year beginning on 25 February 2021. Prospective investors are hereby informed that the Company is not required to, and does not intend to voluntarily, prepare and publish quarterly financial information.

Dutch Financial Reporting Supervision Act

On the basis of the Dutch Financial Reporting Supervision Act (*Wet toezicht financiële verslaggeving*), the AFM supervises the application of financial reporting standards by, among others, companies that have their corporate seat in a state that is not a Relevant State and that have the Netherlands as their home member state for the purposes of the Transparency Directive.

Pursuant to the Dutch Financial Reporting Supervision Act, the AFM has an independent right to (i) request an explanation from the Company regarding its application of the applicable financial reporting standards if, based on publicly known facts or circumstances, it has reason to doubt that the Company's financial reports meet such standards and thereafter (ii) make informal arrangements with the Company that must be observed in the future or make a notification to the Company that its financial reports do not meet the applicable financial reporting standards, which notification may be accompanied by a recommendation to the Company to issue a press release on the subject matter. If the Company does not (adequately) comply with such a request or recommendation, the AFM may request the enterprise chamber of the court of appeal in Amsterdam (*Ondernemingskamer van het Gerechtshof te Amsterdam*) (the "**Enterprise Chamber**") to order the Company to (a) provide an explanation regarding its application of the applicable financial reporting standards or (b) prepare its financial reports in accordance with the Enterprise Chamber's instructions.

Obligations to disclose holdings

Obligations of shareholders to disclose holdings

Pursuant to the Dutch Financial Supervision Act, any person who, directly or indirectly, acquires or disposes of an actual or potential capital interest and/or voting rights in the Company must immediately notify the AFM if,

as a result of such acquisition or disposal, the percentage of capital interest and/or voting rights held by such person reaches, exceeds or falls below any of the following thresholds: 3%, 5%, 10%, 15%, 20%, 25%, 30%, 40%, 50%, 60%, 75% and 95%.

For the purpose of calculating the percentage of capital interest and/or voting rights, the following interests must, *inter alia*, be taken into account: (i) shares and/or voting rights directly held (or acquired or disposed of) by any person, (ii) shares and/or voting rights held (or acquired or disposed of) by such person's controlled entities or by a third party for such person's account, (iii) voting rights held (or acquired or disposed of) by a third party with whom such person has concluded an oral or written voting agreement, (iv) voting rights acquired pursuant to an agreement providing for a temporary transfer of voting rights in consideration for a payment, and (v) shares which such person, or any controlled entity or third party referred to above, may acquire pursuant to any option or other right to acquire shares.

Controlled entities (*gecontroleerde ondernemingen*) within the meaning of the Dutch Financial Supervision Act do not themselves have notification obligations under the Dutch Financial Supervision Act as their direct and indirect capital interest and/or voting rights are attributed to their (ultimate) parent. A controlled entity who, directly or indirectly, holds a capital interest and/or voting rights in the Company of 3% or more and ceases to be a controlled entity must immediately notify the AFM as, as of that moment, the notification obligations become applicable to such former controlled entity.

Special rules apply to the attribution of capital interest and/or voting rights which are part of the property of a partnership or other form of joint ownership. A holder of a pledge or right of usufruct in respect of shares can also be subject to notification obligations, if such person has, or can acquire, the right to vote on the shares. The acquisition of (conditional) voting rights by a pledgee or beneficial owner may also trigger notification obligations as if the pledgee or beneficial owner were the legal holder of the shares and/or voting rights.

Furthermore, when calculating the percentage of capital interest and/or voting rights, a person is also considered to be in possession of capital interest and/or voting rights if (i) such person holds a financial instrument the value of which is (in part) determined by the value of the shares or any distributions associated therewith and which does not entitle such person to acquire any shares, (ii) such person may be obliged to purchase shares on the basis of an option, or (iii) such person has concluded another contract whereby such person acquires an economic interest comparable to that of holding a share.

Under the Dutch Financial Supervision Act, the Company is required to notify the AFM promptly after the Settlement Date setting out the Company's issued share capital and voting rights. Thereafter the Company is required to notify the AFM promptly of any change of 1% or more in the Company's issued share capital and/or voting rights since the previous notification. Other changes in the Company's issued share capital and/or voting rights must be notified to the AFM within eight days after the end of the quarter in which the change occurred. If a person's percentage of capital interest and/or voting rights reaches, exceeds or falls below any of the above-mentioned thresholds as a result of a change in the Company's issued share capital and/or voting rights, such person is required to make a notification not later than on the fourth trading day after the AFM has published the Company's notification.

Any person whose holding of capital interest and/or voting rights amounts to 3% or more at the Settlement Date must immediately notify the AFM of such holding.

For the same purpose, the following instruments qualify as "shares": (a) shares, (b) depositary receipts for shares (or negotiable instruments similar to such receipts), (c) negotiable instruments for acquiring the instruments under (a) or (b) (such as convertible bonds), and (d) options for acquiring the instruments under (a) or (b).

Obligations to disclose short positions

Each person holding a gross short position in relation to the issued share capital of the Company that reaches, exceeds or falls below any one of the following thresholds: 3%, 5%, 10%, 15%, 20%, 25%, 30%, 40%, 50%, 60%, 75% and 95%, must immediately notify the AFM. If a person's gross short position reaches, exceeds or falls below any of the above-mentioned thresholds as a result of a change in the Company's issued share capital and/or voting rights, such person is required to make a notification not later than the fourth trading day after the AFM has published the Company's notification. Shareholders are advised to consult with their own legal advisers to determine whether the gross short-selling notification obligation applies to them.

In addition, pursuant to Regulation (EU) No 236/2012 of the European Parliament and of the Council of 14 March 2012 on short selling and certain aspects of credit default swaps (as amended), each person holding a net short position attaining 0.2% of the issued share capital of the Company is required to notify such position to the AFM. Each subsequent increase of this position by 0.1% above 0.2% must also be notified. Each net short position equal to 0.5% of the issued share capital of the Company and any subsequent increase of that position by 0.1% will be made public via the AFM short-selling register. To calculate whether a person has a net short position, his or her short positions and long positions must be set off. A short transaction in a share can only be contracted if a reasonable case can be made that the shares sold can actually be delivered, which requires the confirmation of a third party that the shares have been located.

Obligations of members of the Board to notify transactions in securities of the Company

Pursuant to the Market Abuse Regulation, which entered into force on 3 July 2016 and which is directly applicable in the Netherlands, persons discharging managerial responsibilities must notify the AFM and the Company of any transaction conducted on their own account relating to Public Shares or debt instruments of the Company or to derivatives or other financial instruments linked thereto (including Public Warrants).

Persons discharging managerial responsibilities within the meaning of the Market Abuse Regulation include: (a) members of the Board; or (b) members of the senior management who have regular access to inside information relating directly or indirectly to the Company and the authority to take managerial decisions affecting the future developments and business prospects of the Company.

In addition, pursuant to the Market Abuse Regulation and the regulations promulgated thereunder, certain persons, who are closely associated with persons discharging managerial responsibilities, are also required to notify the AFM and the Company of any transaction conducted on their own account relating to Public Shares or debt instruments of the Company or derivatives or other financial instruments linked thereto (including Public Warrants). The Market Abuse Regulation and the regulations promulgated thereunder cover, inter alia, the following categories of persons: (i) the spouse or any partner considered as equivalent to the spouse; (ii) dependent children; (iii) other relatives who have shared the same household for at least one year on the relevant transaction date; and (iv) any legal person, trust or partnership, the managerial responsibilities of which are discharged by a person discharging managerial responsibilities or by a person referred to under (i), (ii) or (iii) above, which is directly or indirectly controlled by such a person, which is set up for the benefit of such a person or the economic interests of which are substantially equivalent to those of such a person.

These notification obligations under the Market Abuse Regulation apply when the total amount of the transactions conducted by a person discharging managerial responsibilities or a person closely associated to a person discharging managerial responsibilities reaches or exceeds the threshold of EUR 5,000 within a calendar year (calculated without netting). The notifications pursuant to the Market Abuse Regulation described above must be made to the AFM and the Company immediately and no later than the third business day following the relevant transaction date.

Non-compliance

Non-compliance with the notification obligations, including under the Market Abuse Regulation, set out in the paragraphs above, constitutes an economic offence (*economisch delict*) and could lead to the imposition of criminal fines, imprisonment or other sanctions. The AFM may also impose administrative fines or cease-and-desist orders under penalty for non-compliance. If criminal charges are pressed, the AFM is no longer allowed to impose administrative fines and, *vice versa*, the AFM is no longer allowed to seek criminal prosecution if administrative fines have been imposed.

In addition, in respect of non-compliance with the obligations of shareholders to disclose holdings, set out in the paragraphs above, a civil court can impose measures, including suspending the right to exercise the voting rights by the person with a notification obligation for a period of up to three years, voiding a resolution adopted by the general meeting under certain circumstances and ordering the person with a notification obligation to refrain, during a period of up to five years, from acquiring shares and/or voting rights in the Company.

Public register

The AFM does not issue separate public announcements of the notifications, set out in the paragraphs above. It does, however, keep a public register of all notifications, including under the Market Abuse Regulation on its

website. Third parties can request to be notified automatically by e-mail of changes to the public register in relation to a particular company's shares or a particular notifying party.

Dutch Market Abuse Regime

The regulatory framework on market abuse is laid down in Directive 2014/57/EU of the European Parliament and of the Council of 16 April 2014 on criminal sanctions for market abuse (the "**MAD II")** as implemented in Dutch law and the Market Abuse Regulation which is directly applicable in the Netherlands.

Pursuant to the Market Abuse Regulation, no natural or legal person is permitted to: (a) engage or attempt to engage in insider dealing, (b) recommend that another person engages in insider dealing or induce another person to engage in insider dealing or (c) unlawfully disclose inside information.

Furthermore, no natural or legal person may engage in or attempt to engage in market manipulation.

The Company is required to disclose to the public as soon as possible, and in a manner that enables fast access and complete, correct and timely assessment by the public, any inside information by means of the issuance of a press release. In addition, the Company is required to file such press release with the AFM. Inside information is information of a precise nature, which has not been made public, relating, directly or indirectly, to the Company or to one or more financial instruments of the Company and which, if it were made public, would be likely to have a significant effect on the prices of those financial instruments or on the price of related derivative financial instruments (i.e. information that a reasonable investor would be likely to use as part of the basis of his or her investment decision). An intermediate step in a protracted process can also be deemed to be inside information. The Company is required to post and maintain on its website all inside information that it is required to disclose for a period of at least five years. Under certain circumstances provided for in the Market Abuse Regulation, the disclosure of inside information may be delayed, which needs to be notified to the AFM after the disclosure has been made. Upon request of the AFM, a written explanation needs to be provided setting out why a delay of the publication was considered permitted.

A person discharging managerial responsibilities is not permitted to, directly or indirectly, conduct any transactions on his or her own account or for the account of a third party, relating to Public Shares or debt instruments of the Company or derivatives or other financial instruments linked thereto (including Public Warrants), during a closed period of 30 calendar days before the announcement of a semi-annual report or an annual report of the Company.

Non-compliance

In accordance with the MAD II, the AFM has the power to take appropriate administrative sanctions, such as the imposition of administrative fines and/or other administrative measures in relation to non-compliance with the prohibitions, set out in the paragraphs above. Non-compliance with the prohibitions, set out in the paragraphs above also constitutes an economic offence (*economisch delict*) and could lead to the pressing of criminal charges by the public prosecutor that could result in criminal fines, imprisonment or other sanctions. If criminal charges are pressed, the AFM is no longer allowed to impose administrative fines and, *vice versa*, the AFM is no longer allowed to seek criminal prosecution if administrative fines have been imposed.

The AFM shall in principle also publish any decision imposing an administrative sanction or measure in relation to non-compliance with any of the provisions of the Market Abuse Regulation.

Code of conduct and insider list

The Company has adopted a code of conduct in respect of the reporting and regulation of transactions in the Company's securities by members of the Board and employees (if any), which will be effective as at the First Trading Date.

The Company is required to draw up an insider list, to promptly update the insider list and to promptly provide the insider list to the AFM upon its request. The Company is required to take all reasonable steps to ensure that any person on the insider list acknowledges in writing the legal and regulatory duties entailed and is aware of the sanctions applicable to insider dealing and unlawful disclosure of inside information.

Transparency Directive

The Netherlands will be the Company's home member state for the purposes of Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004 on the harmonisation of transparency requirements in relation to information about issuers whose securities are admitted to trading on a regulated market (as amended) (the "**Transparency Directive**"), therefore the Company will be subject to the Dutch Financial Supervision Act in respect of the ongoing transparency and disclosure obligations pursuant to the Transparency Directive.

THE OFFERING

Introduction

The Offering consists solely of private placements to certain institutional investors in various jurisdictions, including the Netherlands. There will be no public offering in any jurisdiction.

The Units are being offered and sold within the United States, to persons reasonably believed to be QIBs as defined in Rule 144A, pursuant to Rule 144A or another exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable U.S. state and other securities laws, and outside the United States, in accordance with Regulation S. The Offering is made only in those jurisdictions where, and only to those persons to whom, offer, issuances and sales of the Units may be lawfully made.

The Company is offering 15,000,000 Public Shares and 7,500,000 Public Warrants, in the form of 15,000,000 Units each consisting of one Public Share and one-half of one Public Warrant. The Offer Price of one Unit is U.S.$10.00. The Offering will raise gross proceeds of up to approximately U.S.$150,000,000.

Expected timetable

The timetable below sets forth the expected key dates for the Offering.

Event	Time (CET) and Date
Determination of final number of Units to be issued in the Offering	21 June 2021, after COB
AFM approval of this Prospectus	22 June 2021, before 09.00
Press release announcing the results of the Offering, the Admission and the publication of the Prospectus	22 June 2021, before 09.00
Admission	22 June 2021, 09.00
Trading on an "as-if-and-when-issued/delivered" basis in the Public Shares and the Public Warrants	22 June 2021, 09.00
Settlement	24 June 2021

Acceleration or Extension

The Company, together with the Bookrunner, may adjust the dates, times and periods given in the timetable and throughout this Prospectus. If so decided, the Company will make this public through a press release, which will also be posted on the Company's website (www.crystalpeaktech.com). Any other material alterations will also be published through a press release that will be posted on the Company's website (www.crystalpeaktech.com) and (if required) in a supplement to this Prospectus that is subject to the approval of the AFM. Any extension of the timetable for the Offering will be published in a press release.

Subscription and Allocation

Allocation to investors who applied to subscribe for Units will be made by the Company after having received a recommendation from, and having consulted with, the Bookrunner, and full discretion will be exercised as to whether or not and how to allot the Units. All Units sold pursuant to the Offering will be issued or sold, payable in full, at the Offer Price of U.S.$10.00 per Unit. A number of factors will be considered in determining the basis of allocation, including the level and nature of demand for Units and the objective of establishing an orderly after market in the Units after Admission. Investors may not be allocated all of the Units for which they apply. There is no maximum or minimum number of Units for which prospective investors may apply to purchase and multiple applications are permitted. In the event that the Offering is oversubscribed, investors may receive fewer Units than they applied for. The Company and the Bookrunner may, at their own discretion and without stating the grounds therefor, reject any applications wholly or partly. Any monies received in respect of applications which are not accepted in whole or in part will be returned to the investors without interest and

at the investors' risk. On the day that Allocation occurs, the Bookrunner will notify institutional investors or the relevant financial intermediary of any allocation made to them or their clients. Any monies received in respect of applications that are not accepted in whole or in part will be returned to the investors without interest or other compensation and at the investor's risk.

Each investor participating in the Offering will be deemed to have made certain representations and statements to Bookrunner as described in "Selling and Transfer Restrictions". Furthermore, each investor is expected to have read, and complied with, certain selling and transfer restrictions described in. Each prospective investor should seek advice from its own advisors in relation to the legal, tax, business, financial and other aspects of participating in the Offering.

Payments and Currency of Payment

Payment for the Units will take place on the Settlement Date. The Offer Price must be paid in full in U.S. dollars and is exclusive of any taxes and expenses charged directly by the financial intermediary involved by investors which must be borne by the investors (see the section "*Taxation*"). The Offer Price must be paid by investors in cash upon remittance of their subscription or, alternatively, by authorising their financial intermediary to debit their bank account with such amount for value on or around the Settlement Date (or earlier in the case of an early closing of the Offer Period and consequent acceleration of allocation, Admission, the First Trading Date and payment and delivery).

Delivery, Clearing and Settlement

The Public Shares and the Public Warrants are in registered form and will be entered into the collection deposit (*verzameldepot*) and giro deposit (*girodepot*) on the basis of the Dutch Securities Transactions Act. Application has been made for the Public Shares and the Public Warrants to be accepted for delivery through the book-entry facilities of Euroclear Nederland. Euroclear Nederland has its offices at Herengracht 459-469, 1017 BS Amsterdam, the Netherlands.

Delivery of the Public Shares and the Public Warrants is expected to take place on the Settlement Date through the book-entry facilities of Euroclear Nederland, in accordance with its normal settlement procedures applicable to equity securities and against payment (in U.S. dollars) for the Units in immediately available funds.

The Settlement Date is expected to be 24 June 2021, the second Business Day following the First Trading Date (T+2). The closing of the Offering may not take place on the Settlement Date, or at all, if the conditions referred to in the Underwriting Agreement are not satisfied or, where possible, waived on or prior to such date.

If Settlement does not take place on the Settlement Date as planned or at all, the Offering may be withdrawn, in which case all subscriptions for Units will be disregarded, any allotments made will be deemed not to have been made and any subscription payments made will be returned without interest or other compensation. Any transactions in the Public Shares and the Public Warrants prior to Settlement are at the sole risk of the parties concerned. None of the Company, the Founders, the members of the Board, the Bookrunner, the Listing Agent, Euronext Amsterdam N.V. or any of their respective affiliates or representatives accepts any responsibility or liability for any loss incurred by any person as a result of a withdrawal of the Offering or the related annulment of any transactions in the Public Shares and the Public Warrants on Euronext Amsterdam.

The Company will pay all such amounts without deduction or withholding for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature, except as may be required by law and described in the section "*Taxation*". If any such deduction or withholding is required to be made, then the relevant payment will be made subject to such withholding or deduction. The Company will not pay any additional or further amounts in respect of amounts subject to such deduction or withholding.

Restrictions on the transfer of Public Shares and Public Warrants are set out in the section, "*Selling and Transfer Restrictions*".

Admission

Prior to the Offering, there has been no public market for the Units, the Public Shares or the Public Warrants. Application has been made for admission to listing and trading of all of the Public Shares and the Public

Warrants on Euronext Amsterdam under the respective symbols "CPA1" and "CPA1W", with ISIN (International Security Identification Number) KYG2581M1078 and KYG2581M1151 respectively.

The Public Shares and the Public Warrants will trade in U.S. dollars on Euronext Amsterdam.

Subject to acceleration or extension of the timetable for the Offering, unconditional trading in the Public Shares and the Public Warrants on Euronext Amsterdam is expected to commence on the Settlement Date. Trading in the Public Shares and the Public Warrants before Settlement will take place on an "as-if-and-when-issued-and/or-delivered" basis.

Fees and Expenses of the Offering

No expenses or taxes will be charged by the Company in respect of the Offering.

PLAN OF DISTRIBUTION

Underwriting Arrangements

The Company and the Bookrunner entered into an underwriting agreement on 21 June 2021 with respect to the Offering (the "**Underwriting Agreement**"). On the terms, and subject to the conditions, of the Underwriting Agreement and such agreement not being terminated, the Company has agreed to issue at the Offer Price to purchasers procured by the Bookrunner (on a best efforts basis) or, failing purchase by such procured purchasers to the Bookrunner themselves 15,000,000 Units at a subscription price of U.S.$10.00 per Unit (the "**Underwritten Units**").

In the Underwriting Agreement, the Company has made representations and warranties in relation to, among other things, this Prospectus, the Public Shares and the Public Warrants and the Company and given undertakings. In addition, the Company will indemnify the Bookrunner against certain losses and liabilities arising out of or in connection with the Offering, including liabilities under the U.S. Securities Act and losses and liabilities based upon any actual or alleged breach by the Company of any of its obligations under the Underwriting Agreement.

The Underwriting Agreement provides that the obligations of the Bookrunner to procure purchasers for the Underwritten Units or, failing which to purchase, the Underwritten Units itself are subject to, among other things, the following conditions precedent (i) this Prospectus being issued and approved by the AFM and such approval not being withdrawn or threatened to be withdrawn; (ii) receipt of opinions on certain legal matters and "bring-down comfort letters" from counsel; (iii) the execution of documents relating to the Offering and such documents being in full force and effect; (iv) the Company having not sustained any change or effect which in the Bookrunner's judgement would make it impracticable or inadvisable to proceed with the Offering; (v) there being no material adverse effect since the date of the Company's most recent financial statements; (vi) no suspension or limitation in trading in securities on the Euronext Amsterdam, the London Stock Exchange, the New York Stock Exchange or the Nasdaq Capital Market or any other change in financial, political or economic conditions in the United States, the United Kingdom or the European Union which in the Bookrunner's judgment makes it impracticable or inadvisable to proceed with the Offering; (vii) the admission of the Public Shares and Public Warrants to trading on Euronext Amsterdam and (viii) certain other customary conditions, including in respect of the accuracy of representations and warranties by the Company and the Company having complied with the terms of the Underwriting Agreement. The Bookrunner has the right to waive certain of such conditions in whole or part.

The Bookrunner may terminate the Underwriting Agreement at any time if any of the conditions precedent is not satisfied when and as required to be satisfied. Following termination of the Underwriting Agreement, all applications to purchase Underwritten Units will be disregarded, any allocations made will be deemed not to have been made and any payments made by investors will be returned without interest or other compensation and transactions in the Public Shares and Public Warrants on Euronext Amsterdam may be annulled. Any dealings in the Public Shares or Public Warrants prior to Settlement are at the sole risk of the parties concerned. See the section "*The Offering*" for further information on a withdrawal of the Offering or the (related) annulment of any transactions in Public Shares on Euronext Amsterdam.

In consideration of the agreement by the Bookrunner to procure purchasers to purchase, or, failing which to purchase, the Underwritten Units itself at the Offer Price and subject to the Underwritten Units being sold as provided for in the Underwriting Agreement, the Company has agreed to pay the Bookrunner an underwriting commission fees of 4.5% of the aggregate gross proceeds received from the sale or issue of the Units of which 1.25% is payable on the Settlement Date and 3.25% is payable on completion of an Initial Business Combination.

The Units offered hereby, and the underlying Public Shares and Public Warrants, have not been, and will not be, registered under the U.S. Securities Act or the securities laws of any state of the United States, and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable securities laws of any state of the United States. The Units are being offered and sold outside the United States in offshore transactions in reliance on Regulation S and within the United States to persons reasonably believed to be QIBs pursuant to Rule 144A or another exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and applicable state and other securities laws. Any offer or sale of Units in the United States will be made

by the Bookrunner, its affiliates or agents, who are registered United States broker-dealers, pursuant to applicable United States securities laws.

Bookrunner's and Listing Agent's Potential Conflicts of Interest

The Bookrunner and the Listing Agent are acting exclusively for the Company and for no one else in connection with the Offering. None of them will regard any other person (whether or not a recipient of this Prospectus) as their respective client in relation to the Offering and will not be responsible to anyone other than the Company for providing the protections afforded to their respective clients or for giving advice in relation to the Offering, Admission or any transaction or arrangement referred to in this Prospectus.

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

Additionally, the Bookrunner, the Listing Agent and/or any of their respective affiliates may in the ordinary course of their business hold the Company's securities for investment purposes for their own account and for the accounts of their clients. As a result, these parties may have interests that may not be aligned, or could possibly conflict with, the interests of investors or of the Company. In respect hereof, the sharing of information is generally restricted for reasons of confidentiality, by internal procedures and by rules and regulations.

In connection with the Offering, the Bookrunner, the Listing Agent and/or any of their respective affiliates, acting as an investor for its own account, may take up Units in the Offering and, in that capacity, may retain, purchase, subscribe for, or sell for its own account such Units or related investments and may offer or sell such Units or related investments otherwise than in connection with the Offering. Accordingly, references in this Prospectus to Units being offered or placed should be read as including any offering or placement of Units to the Bookrunner, the Listing Agent and/or any of their respective affiliates acting in such capacity. In addition, the Bookrunner, the Listing Agent and/or any of their respective affiliates may enter into financing arrangements (including swaps) with investors in connection with which they may from time to time acquire, hold or dispose of Units, Public Shares and Public Warrants. Neither the Bookrunner, the Listing Agent nor any of their respective affiliates intends to disclose the extent of any such investments or transactions otherwise than pursuant to any legal or regulatory obligation to do so. As a result of these investments or transactions, the Bookrunner, the Listing Agent and/or any of their respective affiliates may have interests that may not be aligned, or could potentially conflict, with the interests of (potential) holders of the Units, Public Shares or Public Warrants, or with the Company's interests.

Lock-up Arrangements

Pursuant to the Underwriting Agreement, the Company has agreed, until the date falling 180 days after the date of this Prospectus, without the prior written consent of the Bookrunner, not to:

(i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the AFM a prospectus relating to, any Units, Public Shares, Public Warrants or any securities of the Company that are substantially similar to the Units, Public Shares or the Public Warrants, or any other securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, Public Shares, Public Warrants or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing; or

(ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Public Shares, the Public Warrants or any such other securities,

whether any such transaction described above is to be settled by delivery of Public Shares, Public Warrants or such other securities, in cash or otherwise (other than the Units to be sold in the Offering, the Founder Warrants and the issue of any securities in connection with its Initial Business Combination).

Pursuant to the Insider Letter, the Founders will be bound by lock-up undertakings with respect to the Founder Shares, Founder Warrants and the Public Shares obtained by them as a result of converting Founder Shares and

exercising Founder Warrants, which undertakings are set out in the section "*Current Shareholders and Related Party Transactions - Founder lock-up undertakings*".

Subject to and in accordance with the selling and transfer restrictions as set out in the section "*Selling and Transfer Restrictions*", none of the other Public Shareholders, Public Warrantholders or the Company will be bound by lock-up restrictions.

SELLING AND TRANSFER RESTRICTIONS

No action has been taken or will be taken in any country or jurisdiction by the Company, the Founders, the members of the Board, the Bookrunner or any of their respective affiliates or representatives that would permit a public offering of the Units, or the possession, circulation or distribution of this Prospectus or any other material relating to the Company or the Units, in any country or jurisdiction where action for that purpose is required.

Accordingly, no Units may be offered or sold, either directly or indirectly, and neither this Prospectus nor any Offering materials or advertisements in connection with the Units may be distributed or published, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of any such country or jurisdiction.

If an investor receives a copy of this Prospectus, the investor may not treat this Prospectus as constituting an invitation or offer to the investor of the Units, unless, in the relevant country or jurisdiction, such an offer could lawfully be made to the investor, or the Units could lawfully be dealt in without contravention of any unfulfilled registration or other legal requirements. Accordingly, if the investor receives a copy of this Prospectus or any Offering materials or advertisements, the investor should not distribute the same in or into, or send the same to any person in, any country or jurisdiction where to do so would or might contravene local securities laws or regulations.

If an investor forwards this Prospectus or any Offering materials or advertisements into any such country or jurisdiction (whether under a contractual or legal obligation or otherwise) the investor should draw the recipient's attention to the contents of this section.

Subject to the specific restrictions described below, investors (including, without limitation, any investor's nominees and trustees) wishing to accept, sell or purchase Units must satisfy themselves as to full observance of the applicable laws of any relevant country or jurisdiction, including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such country or jurisdiction.

Investors that are in any doubt as to whether they are eligible to purchase Units should consult their professional advisor without delay.

None of the Company, the Founders, the members of the Board, the Bookrunner, the Listing Agent or any of their respective affiliates and representatives accepts any legal responsibility for any violation by any person, whether or not a prospective purchaser of any of the Units, of any such restrictions.

United States

The Units offered hereby and the Public Shares and the Public Warrants underlying the Units have not been and will not be registered under the U.S. Securities Act, or with any securities authority of any state of the United States, and may not be offered or sold within the United States, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable U.S. state securities laws. The Units, and the Public Shares and the Public Warrants underlying the Units are being offered and sold (i) within the United States only to QIBs within the meaning of Rule 144A and (ii) outside the United States only in offshore transactions (as defined in, and in accordance with, Regulation S). Prospective purchasers in the United States are hereby notified that sellers of the Units or of the Public Shares or the Public Warrants underlying the Units may be relying on the exemption from the registration provisions of Section 5 of the U.S. Securities Act provided by Rule 144A.

Until 40 days after the commencement of the Offering, an offer or sale of the Units or of the Public Shares or the Public Warrants underlying the Units within the United States by a dealer (whether or not participating in the Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or another exemption from, or transaction not subject to, the registration requirements under the U.S. Securities Act.

Neither the Units nor the Public Shares and the Public Warrants underlying the Units have been recommended by any U.S. federal or state securities commission or regulatory authority. Furthermore, the foregoing

authorities have not confirmed the accuracy or determined the adequacy of this Prospectus. Any representation to the contrary is a criminal offense in the United States.

In addition, prospective investors should note that the Units, the Public Shares and the Public Warrants underlying the Units may not be acquired or held by investors using assets of (i) an "employee benefit plan" (within the meaning of Section 3(3) of ERISA) that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the U.S. Tax Code, (iii) entities whose underlying assets are considered to include "plan assets" of any employee benefit plan, account or arrangement described in preceding clause (i) or (ii) above under the U.S. Plan Asset Regulations, or (iv) any governmental plan, church plan, non-U.S. plan or other investor whose acquisition, holding or disposition of the Units, the Public Shares or the Public Warrants (or any interest therein) would be subject to any federal, state, local, non-U.S. or other laws or regulations substantially similar to Section 406 of ERISA or Section 4975 of the U.S. Tax Code or that would have the effect of the U.S. Plan Asset Regulations.

European Economic Area

In relation to each member state of the European Economic Area (the "**EEA**") (each a "**Relevant State**"), an offer to the public of any Units which are the subject of the Offering contemplated by this Prospectus may not be made in that Relevant State, except that an offer to the public in that Relevant State of any Units may be made at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined under Article 2(e) of the Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2(e) of the Prospectus Regulation) per Relevant State subject to obtaining the prior consent of the Bookrunner for any such offer; or

(c) in any other circumstances falling under the scope of Article 1(4) of the Prospectus Regulation, provided that no such offer of Units shall require the Company or the Bookrunner to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

Accordingly any person making or intending to make any offer within the EEA of Units which are the subject of the Offering contemplated in this Prospectus may only do so in circumstances in which no obligation arises for the Company or the Bookrunner to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such Offering. None of the Company or the Bookrunner has authorised, nor do they authorise, the making of any offer of Units in circumstances in which an obligation arises for the Company or the Bookrunner to publish or supplement a prospectus for such offer.

In the case of any Units being offered to a financial intermediary as that term is used in Article 5(1) of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed to and with the Company and the Bookrunner that the Units acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in a Relevant State to qualified investors, in circumstances in which the prior consent of the Bookrunner has been obtained to each such proposed offer or resale.

The Company and the Bookrunner will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

For the purposes of this provision, the expression "**offer to the public**" in relation to any Units in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Units to be offered so as to enable an investor to decide to purchase, or subscribe for, any Units, and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 of the European Parliament and of the Council of the European Union of 14 June 2017 and includes any relevant delegated regulations.

The Units and the Public Warrants are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Units and the Public Warrants or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Units and the Public Warrants or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

United Kingdom

In the United Kingdom, an offer to the public of any Units which are the subject of the Offering contemplated by this Prospectus may not be made, except that an offer to the public in the United Kingdom of any Units may be made at any time under the following exemptions under the UK Prospectus Regulation

(a) to any legal entity which is a qualified investor as defined under Article 2(e) of the UK Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2(e) of the UK Prospectus Regulation), subject to obtaining the prior consent of the Bookrunner for any such offer; or

(c) in any other circumstances falling under the scope of Section 86 of the Financial Services and Markets Act 2000,

provided that no such offer of Units shall require the Company or the Bookrunner to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression "**offer to the public**" in relation to any Units in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Units to be offered so as to enable an investor to decide to purchase, or subscribe for, any Units, and the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018.

This Prospectus is only being distributed to, and is only directed at, and any investment or investment activity to which this Prospectus relates is available only to, and will be engaged in only with (i) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**"), or (ii) high net worth entities falling within Article 49(2) of the Order, (iii) the Company believes on reasonable grounds to be persons to whom Article 43(2) of the Order applies for these purposes; or (iv) other persons to whom it may be lawfully communicated (all being "**Relevant Persons**"). The Units, Public Shares and Public Warrants are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Units will be engaged only with Relevant Persons. Any person who is not a Relevant Person should not act or rely on this Prospectus or any of its contents.

The Units and the Public Warrants are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the "**UK Prospectus Regulation**"). Consequently, no key information document

required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Units and the Public Warrants or otherwise making them available to retail investors in the UK has been prepared and, therefore, offering or selling the Units or the Public Warrants or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

Canada

The Units, Public Shares and Public Warrants may be sold only to persons purchasing or subscribing, or deemed to be purchasing or subscribing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Units, Public Shares and Public Warrants must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws. In addition, such resale may only be effected by a person not required to register as a dealer under Canadian securities laws or through a dealer that is appropriately registered or exempt from registration in the jurisdiction of the sale.

Securities legislation in certain provinces or territories of Canada may provide a person with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by such person within the time limit prescribed by the securities legislation of the person's province or territory. Investors should refer to any applicable provisions of the securities legislation of their province or territory for particulars of these rights or consult with a legal adviser.

Pursuant to Section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the Bookrunner is not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with the Offering.

Switzerland

The Offering of the Units and the Public Shares and the Public Warrants underlying the Units are exempt from the requirement to prepare and publish a prospectus under the Swiss Federal Act on Financial Services ("**FinSA"**) and the Units and the Public Shares and the Public Warrants underlying the Units will not be admitted to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. This Prospectus does not constitute a prospectus pursuant to the FinSA, and no such prospectus has been or will be prepared for or in connection with the Offering of the Units and the Public Shares and the Public Warrants underlying the Units.

TAXATION

The following summary of certain Dutch tax considerations, Cayman Islands tax consequences and United States federal income tax consequences of an investment in the Company's Public Shares and Public Warrants is based upon laws and relevant interpretations thereof in effect as of the date of this Prospectus, all of which are subject to change. This summary does not deal with all possible tax consequences relating to an investment in the Company's Public Shares and Public Warrants, such as the tax consequences under state, local and other tax laws. The tax consequences of the Offering to a particular holder of Public Shares and Public Warrants will depend in part on such holder's circumstances.

The tax legislation of a prospective investor's Member State and the tax legislation of the Cayman Islands may have an impact on the income received from the securities. Prospective investors considering an investment in the Units, comprising the Public Shares and Public Warrants, should consult their advisors on the possible income tax consequences of investing in such securities under the laws of their country of citizenship, residence or domicile.

Dutch Tax Considerations

Where in this summary English terms and expressions are used to refer to Dutch concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Dutch concepts under Dutch tax law. Where in this summary the terms "the Netherlands" and "Dutch" are used, these refer solely to the European part of the Kingdom of the Netherlands. This summary assumes that the Company is organised, and that its business will be conducted, in the manner outlined in this Prospectus. A change to such organisational structure or to the manner in which the Company conducts its business may invalidate the contents of this summary, which will not be updated to reflect any such change.

This summary is based on the tax law of the Netherlands (unpublished case law not included) as it stands at the date of this Prospectus. The tax law upon which this summary is based, is subject to changes, possibly with retroactive effect. Any such change may invalidate the contents of this summary, which will not be updated to reflect such change.

The summary in this Dutch taxation section does not address the Dutch tax consequences for a holder of Public Shares or Public Warrants who:

(1) is a person who may be deemed an owner of Public Shares or Public Warrants for Dutch tax purposes pursuant to specific statutory attribution rules in Dutch tax law;

(2) is, although in principle subject to Dutch corporation tax, in whole or in part, specifically exempt from that tax in connection with income from Public Shares or Public Warrants;

(3) is an investment institution as defined in the Dutch Corporation Tax Act 1969; or

(4) owns Public Shares or Public Warrants in connection with a membership of a management board or a supervisory board, an employment relationship, a deemed employment relationship or management role.

General

The below outline is based on the understanding that the SPAC is not considered a (deemed) resident for Dutch tax purposes, is incorporated under the laws of the Cayman Islands and managed and controlled from the Cayman Islands.

Taxes on income and capital gains

Resident holders of Public Shares or Public Warrants

A holder of Public Shares or Public Warrants, resident or deemed to be resident in the Netherlands for Dutch tax purposes is in principle: (i) subject to Dutch income tax if it regards an individual or; (ii) subject to Dutch corporation tax if it regards a corporate entity, or an association, a partnership or a mutual fund, taxed as a corporate entity, as described below.

General

A holder of Public Shares or Public Warrants will not be deemed resident in the Netherlands for Dutch tax purposes by reason only of the execution and/or enforcement of the documents relating to the issue of Public Shares or Public Warrants or the performance by the Company of its obligations under such documents or under the Public Shares or Public Warrants.

Individuals

Individuals deriving profits or deemed to be deriving profits from an enterprise

Any benefits derived or deemed to be derived from or in connection with Public Shares or Public Warrants that are attributable to an enterprise from which an individual derives profits, whether as an entrepreneur or pursuant to a co-entitlement to the net value of an enterprise, other than as a shareholder, are generally subject to Dutch income tax at progressive rates up to 49.50% (for 2021).

Individuals deriving benefits from miscellaneous activities

Any benefits derived or deemed to be derived from or in connection with Public Shares or Public Warrants that constitute benefits from so-called miscellaneous activities by an individual are generally subject to Dutch income tax at progressive rates up to 49.50% (for 2021).

An individual may, inter alia, derive, or be deemed to derive, benefits from or in connection with Public Shares or Public Warrants that are taxable as benefits from miscellaneous activities if their investment activities go beyond regular active portfolio management.

Other individuals

A holder of Public Shares or Public Warrants may have a substantial interest in the Company or a deemed substantial interest in the Company for Dutch tax purposes. Generally, a person holds a substantial interest if (i) such person - either alone or, in the case of an individual, together with their partner or any of their relatives by blood or by marriage in the direct line (including foster-children) or of those of their partner for Dutch tax purposes - owns or is deemed to own, directly or indirectly, 5% or more of the shares or of any class of shares of the Company, or rights to acquire, directly or indirectly, such an interest in the shares of the Company or profit participating certificates relating to 5% or more of the annual profits or to 5% or more of the liquidation proceeds of the Company, or (ii) such person's shares, rights to acquire shares or profit participating certificates in the Company are held by him following the application of a non-recognition provision.

- If a holder of Public Shares or Public Warrants is an individual with substantial interest in the Company, any actual benefits derived or deemed to be derived from or in connection with Public Shares or Public Warrants will be taxed at the rate of 26.9% Dutch income tax (for 2021). An option right to obtain a substantial interest in the Company may already qualify for this tax qualification.

- If a holder of Public Shares or Public Warrants is an individual with no substantial interest in the Company, the value of their Public Shares or Public Warrants forms part of the yield basis for purposes of tax on benefits from savings and investments. A deemed benefit, which is determined on the basis of progressive rates starting from 1.898% up to 5.69% per annum of this yield basis, is taxed at the rate of 31% (for 2021). Actual benefits derived from or in connection with their Public Shares or Public Warrants are not subject to Dutch income tax.

Corporate entities

Any benefits derived or deemed to be derived from or in connection with Public Shares or Public Warrants that are held by a corporate entity, or an entity, including an association, a partnership and a mutual fund, taxable as a corporate entity, are generally subject to Dutch corporation tax. The Dutch corporation tax rate is 15% up to €245,000 and 25% as from that amount.

Non-resident holders of Public Shares or Public Warrants

General

If a holder of Public Shares or Public Warrants is neither resident nor deemed to be resident in the Netherlands, such holder will for Dutch tax purposes not carry on or be deemed to carry on an enterprise, in whole or in part, through a permanent establishment or a permanent representative in the Netherlands by reason only of the execution and/or enforcement of the documents relating to the issue of Public Shares or Public Warrants or the performance by the Company of its obligations under such documents or under the Public Shares or Public Warrants.

Individuals

If a holder of Public Shares or Public Warrants is an individual who is neither resident nor deemed to be resident in the Netherlands for purposes of Dutch income tax, they will not be subject to Dutch income tax in respect of any benefits derived or deemed to be derived from or in connection with Public Shares or Public Warrants.

Corporate entities

If a holder of Public Shares or Public Warrants is a corporate entity, or an entity including an association, a partnership and a mutual fund, taxable as a corporate entity, which is neither resident, nor deemed to be resident in the Netherlands for purposes of Dutch corporation tax, it will not be subject to Dutch corporation tax in respect of any benefits derived or deemed to be derived from or in connection with Public Shares or Public Warrants.

Dividend withholding tax

As long as the Company is not resident in the Netherlands for Netherlands tax purposes, all payments on the Public Shares or Public Warrants are not subject to Netherlands dividend withholding tax.

Gift and inheritance taxes

No Dutch gift tax or Dutch inheritance tax will arise with respect to an acquisition or deemed acquisition of Public Shares or Public Warrants by way of gift by, or upon death of, a holder of Public Shares or Public Warrants who is neither resident nor deemed to be resident in the Netherlands for purposes of Dutch gift tax or Dutch inheritance tax except if, in the event of a gift whilst not being a resident nor being a deemed resident in the Netherlands for purposes of Dutch gift tax or Dutch inheritance tax, the holder of Public Shares or Public Warrants becomes a resident or a deemed resident in the Netherlands and passes away within 180 days after the date of the gift.

For purposes of Dutch gift tax and Dutch inheritance tax, a gift of Public Shares or Public Warrants made under a condition precedent is deemed to be made at the time the condition precedent is satisfied.

Registration taxes and duties

No Dutch registration tax, transfer tax, stamp duty or any other similar documentary tax or duty, other than court fees, is payable in the Netherlands in respect of or in connection with the execution and/or enforcement (including by legal proceedings and including the enforcement of any foreign judgment in the courts of the Netherlands) of the documents relating to the issue of Public Shares or Public Warrants, the performance by the Company of its obligations under such documents, or the transfer of Public Shares or Public Warrants, except that Dutch real property transfer tax may be due upon an acquisition in connection with Public Shares or Public Warrants of real property situated in the Netherlands, (an interest in) an asset that qualifies as real property situated in the Netherlands, or (an interest in) a right over real property situated in the Netherlands, for the purposes of Dutch real property transfer tax.

Capital thresholds

For various Dutch tax purposes, every prospective investor has to assess their interest held in the Company in order to properly define its tax treatment. Such would *inter alia* be the case in respect of the question whether or not a *substantial interest* is held (for individuals) or whether or not the interest held may qualify for the Dutch participation exemption (for corporate tax payers). Whilst the former is to be assessed on a participation

expressed as a percentage (5%) of the total issued share capital, per share class, the latter is defined as a percentage (5%) of the total paid-up nominal share capital.

Cayman Islands Tax Considerations

The following is a discussion on certain Cayman Islands income tax consequences of an investment in the securities of the Company. 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 the Company's securities will not be subject to taxation in the Cayman Islands and no withholding will be required on the payment of a dividend or capital to any holder of the securities nor will gains derived from the disposal of the securities be subject to Cayman Islands income or corporate tax. The Cayman Islands currently has 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 the Public Warrants. An instrument of transfer in respect of a warrant is stampable if executed in or brought into the Cayman Islands.

No stamp duty is payable in respect of the issue of the Public Shares or on an instrument of transfer in respect of such shares.

The Company has been incorporated under the laws of the Cayman Islands as an exempted company with limited liability and, as such, has applied for and received an undertaking from the Financial Secretary of the Cayman Islands in the following form:

The Tax Concessions Act (As Revised)

Undertaking as to Tax Concessions

In accordance with the provision of Section 6 of The Tax Concessions Act (As Revised), the Financial Secretary undertakes with Crystal Peak Acquisition ("the Company"):

(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 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 twenty years from the date hereof.

Certain United States Federal Income Tax Considerations

General

The following discussion summarizes certain United States federal income tax considerations generally applicable to the acquisition, ownership and disposition of Public Shares and Public Warrants comprising the Units, referred to herein as the Company's securities. This discussion applies only to U.S. Holders (as defined below) who are initial purchasers of Units pursuant to this offering and who hold the Public Shares and Public Warrants received in respect of such Units as capital assets within the meaning of Section 1221 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). This discussion assumes that any distributions made (or deemed made) by the Company on the Public Shares will be in U.S. dollars.

This discussion does not address the United States federal income tax consequences to the Company's Founders, sponsors, officers or directors, or to holders of Founder Shares or Founder Warrants. This discussion is a

summary only and does not describe all of the tax consequences that may be relevant to the acquisition, ownership and disposition of Public Shares or Public Warrants by a prospective investor in light of its particular circumstances, including but not limited to, the alternative minimum tax, the Medicare tax on net investment income and the different consequences that may apply to investors that are subject to special rules under U.S. federal income tax laws, including but not limited to:

- banks, financial institutions or financial services entities;
- broker-dealers;
- taxpayers that are subject to the mark-to-market tax accounting rules;
- tax-exempt entities;
- governments or agencies or instrumentalities thereof;
- insurance companies;
- regulated investment companies;
- real estate investment trusts;
- expatriates or former long-term residents of the United States;
- persons that actually or constructively own five percent or more (by vote or value) of the Company's shares (except as specifically provided below);
- persons that acquired the Company's securities pursuant to an exercise of employee share options, in connection with employee share incentive plans or otherwise as compensation;
- persons that hold the Company's securities as part of a straddle, constructive sale, hedge, wash sale, conversion or other integrated or similar transaction;
- U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;
- controlled foreign corporations;
- passive foreign investment companies; and
- partnerships (or entities or arrangements classified as partnerships or other pass-through entities for U.S. federal income tax purposes) and any beneficial owners of such partnerships.

If a partnership (or other entity or arrangement classified as a partnership or other pass-through entity for United States federal income tax purposes) is the beneficial owner of the Company's securities, the United States federal income tax treatment of a partner, member or other beneficial owner in such partnership or other pass-through entity generally will depend on the status of the partner, member or other beneficial owner and the activities of the partnership or other pass-through entity. Investors that are partners, members or other beneficial owners of a partnership or other pass-through entity holding the Company's securities are urged to consult their own tax advisers regarding the tax consequences of the acquisition, ownership and disposition of the Company's securities.

Moreover, the discussion below is based upon the provisions of the Code, the Treasury regulations promulgated thereunder and administrative and judicial interpretations thereof, all as of the date hereof, and such provisions may be repealed, revoked, modified or subject to differing interpretations, possibly on a retroactive basis, which may result in United States federal income tax consequences different from those discussed below. Furthermore, this discussion does not address any aspect of United States federal non-income tax laws, such as gift or estate tax laws, or state, local or non-United States tax laws.

The Company has not sought, and does not expect to seek, a ruling from the United States Internal Revenue Service ("IRS") as to any United States federal income tax consequence described herein. The IRS may disagree with the discussion herein, and its determination may be upheld by a court. Moreover, there can be no assurance

that future legislation, regulations, administrative rulings or court decisions will not adversely affect the accuracy of the statements in this discussion.

As used herein, the term "U.S. Holder" means a beneficial owner of the Units, Public Shares or Public Warrants who or that is, for United States federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation) organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate whose income is subject to United States federal income tax regardless of its source; or
- a trust, if (i) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have authority to control all substantial decisions of the trust or (ii) it has a valid election in effect under Treasury Regulations to be treated as a United States person.

THIS DISCUSSION IS ONLY A SUMMARY OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS ASSOCIATED WITH THE ACQUISITION, OWNERSHIP AND DISPOSITION OF THE COMPANY'S SECURITIES. EACH PROSPECTIVE INVESTOR IN THE COMPANY'S SECURITIES IS URGED TO CONSULT ITS OWN TAX ADVISOR WITH RESPECT TO THE PARTICULAR TAX CONSEQUENCES TO SUCH INVESTOR OF THE ACQUISITION, OWNERSHIP AND DISPOSITION OF THE COMPANY'S SECURITIES, INCLUDING THE APPLICABILITY AND EFFECT OF ANY UNITED STATES FEDERAL NON-INCOME, STATE, LOCAL, AND NON-UNITED STATES TAX LAWS.

Allocation of Purchase Price and Characterization of a Unit

No statutory, administrative or judicial authority directly addresses the treatment of a Unit or any instrument similar to a Unit for United States federal income tax purposes, and therefore, that treatment is not entirely clear. The acquisition of a Unit should be treated for United States federal income tax purposes as the acquisition of one Public Share and one-half of one Public Warrant, and the Company intends to treat the acquisition of a Unit in such manner. By purchasing a Unit, each holder agrees to adopt such treatment for United States federal income tax purposes. For United States federal income tax purposes, each U.S. Holder of a Unit must allocate the purchase price paid by such U.S. Holder for such Unit between the one Public Share and the one-half of one Public Warrant based on the relative fair market value of each at the time of issuance. Under U.S. federal income tax law, each investor must make his or her own determination of such value based on all the relevant facts and circumstances. Therefore, each investor is strongly urged to consult his or her tax adviser regarding the determination of value for these purposes. The price allocated to each Public Share and the one-half of one Public Warrant should be the U.S. Holder's initial tax basis in such Public Share or Public Warrant.

The foregoing treatment of the Units, Public Shares and Public Warrants and a U.S. Holder's purchase price allocation are not binding on the IRS or the courts. Because there are no authorities that directly address instruments that are similar to the Units, no assurance can be given that the IRS or the courts will agree with the characterization described above or the discussion below. Accordingly, each prospective investor is urged to consult its tax advisers regarding the tax consequences of an investment in a Unit (including alternative characterizations of a Unit). The balance of this discussion assumes that the characterization of the Units described above will be respected for United States federal income tax purposes.

Taxation of Distributions

Subject to the passive foreign investment company ("PFIC") rules discussed below, a U.S. Holder generally will be required to include in gross income as dividends in the year actually or constructively received by the U.S. Holder the amount of any distribution of cash or other property (other than certain distributions of the Company's shares or rights to acquire the Company's shares) paid on the Public Shares to the extent the distribution is paid out of the Company's current or accumulated earnings and profits (as determined under United States federal income tax principles). Distributions in excess of such earnings and profits generally will be applied against and reduce the U.S. Holder's basis in its Public 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 Public Shares (the treatment of which is described under "—*Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Public*

Shares and Public Warrants" below). However, the Company does not expect to calculate earnings and profits in accordance with United States federal income tax principles. Accordingly, U.S. Holders should expect the distributions made by the Company to be reported as dividends.

Dividends paid by the Company 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. With respect to non-corporate U.S. Holders, dividends generally will be taxed at the lower applicable long-term capital gains rate (see "—*Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Public Shares and Public Warrants*" below) only if the Company is eligible for the benefits of a comprehensive income tax treaty with the United States, the Company is not a PFIC at the time the dividend was paid or in the previous year, and certain other requirements are met. It is unclear, however, whether certain redemption rights described in this Prospectus may suspend the running of the applicable holding period of the Public Shares for this purpose. U.S. Holders should consult their tax advisers regarding the availability of such lower rate for any dividends paid with respect to the Public Shares.

Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Public Shares and Public Warrants

Subject to the PFIC rules discussed below, a U.S. Holder generally will recognize capital gain or loss on the sale or other taxable disposition of the Public Shares or Public Warrants (including a redemption of the Public Shares (as described below) or Public Warrants that is treated as a taxable disposition, including pursuant to the Company's dissolution and liquidation if the Company does not consummate an Initial Business Combination within the required time period). Any such capital gain or loss generally will be long-term capital gain or loss if the U.S. Holder's holding period for such Public Shares or Public Warrants exceeds one year. Long-term capital gain realized by a non-corporate U.S. Holder may be taxed at reduced rates of taxation. It is unclear, however, whether certain redemption rights described in this Prospectus may suspend the running of the applicable holding period of the Public Shares for this purpose. If the running of the holding period for the Public Shares is suspended, then non-corporate U.S. Holders may not be able to satisfy the one-year holding period requirement for long-term capital gain treatment, in which case any gain on a sale or other taxable disposition of the Public Shares would be subject to short-term capital gain treatment and would be taxed at regular ordinary income tax rates. The deductibility of capital losses is subject to certain limitations.

The amount of gain or loss recognized by a U.S. Holder on a sale or other taxable disposition generally will be equal to the difference between (i) the sum of the amount of cash and the fair market value of any property received in such disposition and (ii) the U.S. Holder's adjusted tax basis in its Public Shares or Public Warrants so disposed of. A U.S. Holder's adjusted tax basis in its Public Shares or Public Warrants generally will equal the U.S. Holder's acquisition cost (that is, the portion of the purchase price of a Unit allocated to a Public Share or one-half of one Public Warrant, as described above under "—Allocation of Purchase Price and Characterization of a Unit") reduced, in the case of a Public Share, by any prior distributions treated as a return of capital. See "Exercise, Lapse or Redemption of a Public Warrant" below for a discussion regarding a U.S. Holder's tax basis in the Public Share acquired pursuant to the exercise of a Public Warrant.

Redemption of Public Shares

Subject to the PFIC rules discussed below, in the event that a U.S. Holder's Public Shares are redeemed pursuant to the redemption provisions described in the section of this Prospectus entitled "Description of Share Capital and Corporate Structure—Description of securities" or if the Company purchases a U.S. Holder's Public Shares in an open market transaction (such open market purchase of Public Shares by the Company is referred to as a "redemption" for the remainder of this discussion), the treatment of the transaction for United States federal income tax purposes will depend on whether the redemption qualifies as a sale of the Public Shares under Section 302 of the Code. If the redemption qualifies as a sale of Public Shares, the U.S. Holder will be treated as described under "—Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Public Shares and Public Warrants" above. If the redemption does not qualify as a sale of Public Shares, the U.S. Holder will be treated as receiving a corporate distribution with the tax consequences described above under "—Taxation of Distributions." Whether a redemption qualifies for sale treatment will depend largely on the total number of the Company's shares treated as held by the U.S. Holder (including any shares constructively owned by the U.S. Holder as described in the following paragraph, including as a result of owning Public Warrants) relative to all of the Company's shares outstanding both before and after such redemption. A redemption of Public Shares generally will be treated as a sale of the Public Shares (rather than as a corporate distribution) if such redemption (i) is "substantially disproportionate" with respect to the U.S. Holder, (ii) results in a "complete termination" of

the U.S. Holder's interest in the Company or (iii) is "not essentially equivalent to a dividend" with respect to the U.S. Holder. These tests are explained more fully below.

In determining whether any of the foregoing tests are satisfied, a U.S. Holder takes into account not only the Company's shares actually owned by the U.S. Holder, but also the Company's shares that are constructively owned by such holder. A U.S. Holder may constructively own, in addition to shares owned directly, shares owned by certain related individuals and entities in which the U.S. Holder has an interest or that have an interest in such U.S. Holder, as well as any shares the U.S. Holder has a right to acquire by exercise of an option, which generally would include Public Shares which could be acquired by such U.S. Holder pursuant to the exercise of the Public Warrants. In order to meet the substantially disproportionate test, the percentage of the Company's issued and outstanding voting shares actually and constructively owned by the U.S. Holder immediately following the redemption of the Public Shares must, among other requirements, be less than 80% of the percentage of the Company's issued and outstanding voting shares actually and constructively owned by the U.S. Holder immediately before the redemption. Prior to the Initial Business Combination the Public Shares may not be treated as voting shares for this purpose and, consequently, this substantially disproportionate test may not be applicable. There will be a complete termination of a U.S. Holder's interest if either (i) all of the Company's shares actually and constructively owned by the U.S. Holder are redeemed or (ii) all of the Company's shares actually owned by the U.S. Holder are redeemed and the U.S. Holder is eligible to waive, and effectively waives in accordance with specific rules, the attribution of shares owned by certain family members and the U.S. Holder does not constructively own any other shares of the Company (including any shares constructively owned by the U.S. Holder as a result of owning the Public Warrants). The redemption of the Public Shares will not be essentially equivalent to a dividend if such redemption results in a "meaningful reduction" of the U.S. Holder's proportionate interest in the Company. Whether the redemption will result in a meaningful reduction in a U.S. Holder's proportionate interest in the Company will depend on the particular facts and circumstances. However, the IRS has indicated in a published ruling that even a small reduction in the proportionate interest of a small minority shareholder in a publicly held corporation who exercises no control over corporate affairs may constitute such a "meaningful reduction." A U.S. Holder should consult with its own tax advisers as to the tax consequences of a redemption of any Public Shares.

If none of the foregoing tests are satisfied, then the redemption of any Public Shares will be treated as a corporate distribution and the tax effects will be as described under "—*Taxation of Distributions*" above. After the application of those rules, any remaining tax basis of the U.S. Holder in the redeemed Public Shares will be added to the U.S. Holder's adjusted tax basis in its remaining shares, or, if it has none, to the U.S. Holder's adjusted tax basis in its Public Warrants or possibly in other shares constructively owned by it.

U.S. Holders who actually or constructively own five percent (or, if the Public Shares are not then publicly traded, one percent) or more of the Company's shares (by vote or value) may be subject to special reporting requirements with respect to a redemption of Public Shares, and such holders are urged to consult with their own tax advisers with respect to their reporting requirements.

Exercise, Lapse or Redemption of a Public Warrant

A U.S. Holder generally will not recognize gain or loss upon the acquisition of a Public Share on the exercise of a Public Warrant for cash. A U.S. Holder's tax basis in a Public Share received upon exercise of the Public Warrant generally will equal the sum of the U.S. Holder's initial investment in the Public Warrant (that is, the portion of the U.S. Holder's purchase price for a Unit that is allocated to the Public Warrant, as described above under "—Allocation of Purchase Price and Characterization of a Unit") and the exercise price. It is unclear whether a U.S. Holder's holding period for the Public Share received will commence on the date of exercise of the Public Warrant or the day following the date of exercise of the Public Warrant; in either case, the holding period will not include the period during which the U.S. Holder held the Public Warrant. If a Public Warrant is allowed to lapse unexercised, a U.S. Holder generally will recognize a capital loss equal to such holder's tax basis in the Public Warrant.

The tax consequences of a cashless exercise of a Public Warrant are not clear under current law. Subject to the PFIC rules discussed below, a cashless exercise may not be taxable, either because the exercise is not a realization event or because the exercise is treated as a recapitalization for United States federal income tax purposes (including if a U.S. Holder exercises its Public Warrants on a cashless basis after the Company provides notice that it will redeem Public Warrants for as described in the section of this Prospectus entitled "*Description of Share Capital and Corporate Structure — Warrants — Public Warrants — Redemption of*

Public Warrants when the price per Public Share equals or exceeds U.S.$10.00" and such cashless exercise is characterized as a redemption of Public Warrants for Public Shares). In either situation, a U.S. Holder's tax basis in the Public Shares received generally should equal the U.S. Holder's tax basis in the Public Warrants exercised therefor. If the cashless exercise was not a realization event, it is unclear whether a U.S. Holder's holding period for the Public Shares received would be treated as commencing on the date of exercise of the Public Warrants or the day following the date of exercise of the Public Warrants; in either case, the holding period will not include the period during which the U.S. Holder held the Public Warrants. If the cashless exercise were treated as a recapitalization, the holding period of the Public Shares received would include the holding period of the Public Warrants.

It is also possible that a cashless exercise could be treated in part as a taxable exchange in which gain or loss would be recognized. In such event, a U.S. Holder could be deemed to have surrendered a number of Public Warrants equal to the number of Public Shares having a value equal to the exercise price for the total number of Public Warrants to be exercised. In such case, subject to the PFIC rules discussed below, the U.S. Holder would recognize capital gain or loss with respect to the Public Warrants deemed surrendered in an amount equal to the difference between the fair market value of the Public Shares that would have been received in a regular exercise of the Public Warrants deemed surrendered and the U.S. Holder's tax basis in the Public Warrants deemed surrendered. In this case, a U.S. Holder's aggregate tax basis in the Public Shares received would equal the sum of the U.S. Holder's initial investment in the Public Warrants deemed exercised (i.e., the portion of the U.S. Holder's purchase price for the Units that is allocated to the Public Warrants, as described above under "*Allocation of Purchase Price and Characterization of a Unit*") and the aggregate exercise price of such Public Warrants. In addition, if the Company provides notice that it will redeem Public Warrants as described in the section of this Prospectus entitled "*Description of Share Capital and Corporate Structure—Warrants—Public Warrants—Redemption of Public Warrants when the price per Public Share equals or exceeds U.S.$10.00*", and a U.S. Holder exercises its Public Warrants on a cashless basis and receives the amount of Public Shares as determined by reference to the table set forth therein, it is also possible that such cashless exercise could be characterized as a redemption of Public Warrants for Public Shares for tax purposes in a taxable exchange in which gain or loss would be recognized with respect to all of the Public Warrants so exercised. In either case, it is unclear whether a U.S. Holder's holding period for the Public Shares would commence on the date of exercise of the Public Warrants or the day following the date of exercise of the Public Warrants; in either case, the holding period will not include the period during which the U.S. Holder held the Public Warrants.

Due to the absence of authority on the United States federal income tax treatment of a cashless exercise, including when a U.S. Holder's holding period would commence with respect to the Public Share received, there can be no assurance regarding which, if any, of the alternative tax consequences and holding periods described above would be adopted by the IRS or a court of law. Accordingly, U.S. Holders should consult their tax advisors regarding the tax consequences of a cashless exercise.

Subject to the PFIC rules described below, if the Company redeems Public Warrants for cash pursuant to the redemption provisions described in the section of this Prospectus entitled "*Description of Share Capital and Corporate Structure—Warrants— Public Warrants*" or if the Company purchases Public Warrants in an open market transaction, such redemption or purchase generally will be treated as a taxable disposition to the U.S. Holder, taxed as described above under "—Gain or Loss on Sale, Taxable Exchange or Other Taxable Disposition of Public Shares and Public Warrants."

Possible Constructive Distributions

The terms of each Public Warrant provide for an adjustment to the number of Public Shares for which the Public Warrant may be exercised or to the exercise price of the Public Warrant in certain events, as discussed in the section of this Prospectus entitled "*Description of Share Capital and Corporate Structure—Warrants—Public Warrants*." An adjustment which has the effect of preventing dilution generally is not taxable. The U.S. Holders of the Public Warrants would, however, be treated as receiving a constructive distribution from the Company if, for example, the adjustment increases such U.S. Holders' proportionate interest in the Company's assets or earnings and profits (e.g., through an increase in the number of Public Shares that would be obtained upon exercise or through a decrease in the exercise price of the Public Warrants), which adjustment may be made as a result of a distribution of cash or other property to the holders of the Public Shares. Such constructive distribution to a U.S. Holder of Public Warrants would be treated as if such U.S. Holder had received a cash

distribution from the Company generally equal to the fair market value of such increased interest (taxed as described above under "—Taxation of Distributions").

Passive Foreign Investment Company Rules

A foreign (i.e., non-U.S.) corporation will be classified as a PFIC for United States federal income tax purposes if either (i) at least 75% of its gross income in a taxable year, 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, is passive income or (ii) at least 50% of its assets in a taxable year (ordinarily determined based on fair market value and averaged quarterly over the year), including its pro rata share of the assets of any corporation in which it is considered to own at least 25% of the shares by value, are held for the production of, or produce, passive income. Passive income generally includes, among other things, dividends, interest, rents and royalties (other than rents or royalties derived from the active conduct of a trade or business) and gains from the disposition of assets giving rise to passive income.

Because the Company is a special purpose acquisition company, with no current active business, the Company believes that it is likely that the Company will meet the PFIC asset or income test for its current taxable year. However, pursuant to a startup exception, a corporation will not be a PFIC for the first taxable year the corporation has gross income (the "startup year"), if (1) no predecessor of the corporation was a PFIC; (2) the corporation satisfies the IRS that it will not be a PFIC for either of the first two taxable years following the startup year; and (3) the corporation is not in fact a PFIC for either of those years. The applicability of the startup exception to the Company is uncertain and will not be known until after the close of the Company's current taxable year and, perhaps, until after the end of the two taxable years following the Company's startup year. After the acquisition of a target company or assets in a business combination, the Company may still meet one of the PFIC tests depending on the timing of the acquisition and the amount of the Company's passive income and assets as well as the passive income and assets of the acquired business. If the target company that the Company acquire in a business combination is a PFIC, then the Company will likely not qualify for the startup exception and will be a PFIC for its current taxable year. The Company's actual PFIC status for its current taxable year or any subsequent taxable year will not be determinable until after the end of such taxable year (and, in the case of the startup exception to the Company's current taxable year, perhaps until after up to two taxable years following the Company's startup year). Accordingly, there can be no assurance with respect to the Company's status as a PFIC for its current taxable year or any future taxable year. In addition, the Company's U.S. counsel expresses no opinion with respect to the Company's PFIC status for its current or future taxable years.

Although the Company's PFIC status is determined annually, an initial determination that the Company is a PFIC generally will apply for subsequent years to a U.S. Holder who held Public Shares or Public Warrants while the Company were a PFIC, whether or not the Company meets the test for PFIC status in those subsequent years. If the Company is determined to be a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. Holder of the Public Shares or Public Warrants and, in the case of the Public Shares, the U.S. Holder did not make either a timely mark-to-market election or a qualified electing fund ("QEF") election for the Company's first taxable year as a PFIC in which the U.S. Holder held (or was deemed to hold) Public Shares, as described below, such U.S. Holder generally will be subject to special rules with respect to (i) any gain recognized by the U.S. Holder on the sale or other disposition of its Public Shares or Public Warrants (which may include gain realized by reason of transfers of Public Shares or Public Warrants that would otherwise qualify as nonrecognition transactions for U.S. federal income tax purposes) and (ii) 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 the Public Shares during the three preceding taxable years of such U.S. Holder or, if shorter, the portion of such U.S. Holder's holding period for the Public Shares that preceded the taxable year of the distribution).

Under these rules:

- the U.S. Holder's gain or excess distribution will be allocated ratably over the U.S. Holder's holding period for the Public Shares or Public Warrants;

- the amount 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 Company's first taxable year in which it is a PFIC, will be taxed as ordinary income;
- the amount allocated to other taxable years (or portions thereof) of the U.S. Holder and included in its holding period will be taxed at the highest tax rate in effect for that year and applicable to the U.S. Holder without regard to the U.S. Holder's other items of income and loss for such year; and
- an additional amount equal to the interest charge generally applicable to underpayments of tax will be imposed on the U.S. Holder with respect to the tax attributable to each such other taxable year of the U.S. Holder.

In general, if the Company is determined to be a PFIC, a U.S. Holder may be able to avoid the PFIC tax consequences described above in respect to the Public Shares by making a timely and valid QEF election (if eligible to do so) to include in income its pro rata share of the Company's net capital gains (as long-term capital gain) and other earnings and profits (as ordinary income), on a current basis, in each case whether or not distributed, in the taxable year of the U.S. Holder in which or with which the Company's taxable year ends. A U.S. Holder generally may make a separate election to defer the payment of taxes on undistributed income inclusions under the QEF rules, but if deferred, any such taxes will be subject to an interest charge.

If a U.S. Holder makes a QEF election with respect to its Public Shares in a year after the first taxable year in which the U.S. Holder held (or was deemed to hold) Public Shares while the Company was a PFIC, then notwithstanding such QEF election, the rules relating to "excess distributions" discussed above, adjusted to take into account the current income inclusions resulting from the QEF election, will continue to apply with respect to such U.S. Holder's Public Shares, unless the U.S. Holder makes a purging election under the PFIC rules. Under one type of purging election, the U.S. Holder will be deemed to have sold such Public Shares at their fair market value and any gain recognized on such deemed sale will be treated as an excess distribution, as described above. As a result of such purging election, the U.S. Holder will have additional basis (to the extent of any gain recognized on the deemed sale) and, solely for purposes of the PFIC rules, a new holding period in the Public Shares.

It is not entirely clear how various aspects of the PFIC rules apply to the Public Warrants. However, a U.S. Holder may not make a QEF election with respect to its Public Warrants to acquire the Public Shares. As a result, if a U.S. Holder sells or otherwise disposes of such Public Warrants (other than upon exercise of such Public Warrants) and the Company were a PFIC at any time during the U.S. Holder's holding period of such Public Warrants, any gain recognized generally will be treated as an excess distribution, taxed as described above. If a U.S. Holder that exercises such Public Warrants properly makes and maintains a QEF election with respect to the newly acquired Public Shares (or has previously made a QEF election with respect to the Public Shares), the QEF election will apply to the newly acquired Public Shares. Notwithstanding such QEF election, the rules relating to "excess distributions" discussed above, adjusted to take into account the current income inclusions resulting from the QEF election, will continue to apply with respect to such newly acquired Public Shares (which, while not entirely clear, generally will be deemed to have a holding period for purposes of the PFIC rules that includes the period the U.S. Holder held the Public Warrants), unless the U.S. Holder makes a purging election under the PFIC rules, as described above. U.S. Holders are urged to consult their tax advisors as to the application of the rules governing purging elections to their particular circumstances.

The QEF election is made on a shareholder-by-shareholder basis and, once made, can be revoked only with the consent of the IRS. A U.S. Holder generally makes a QEF election by attaching a completed IRS Form 8621 (Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund), including the information provided in a PFIC annual information statement, to a timely filed United States federal income tax return for the tax year to which the election relates. Retroactive QEF elections generally may be made only by filing a protective statement with such return and if certain other conditions are met or with the consent of the IRS. U.S. Holders should consult their tax advisors regarding the availability and tax consequences of a retroactive QEF election under their particular circumstances.

In order to comply with the requirements of a QEF election, a U.S. Holder must receive a PFIC annual information statement from the Company. If we determine we are a PFIC for any taxable year, upon written request, we will endeavour to provide to a U.S. Holder such information as the IRS may require, including a PFIC annual information statement, in order to enable the U.S. Holder to make and maintain a QEF election,

but there is no assurance that we will timely provide such required information. There is also no assurance that the Company will have timely knowledge of its status as a PFIC in any taxable year or of the required information to be provided.

If a U.S. Holder has made a QEF election with respect to the Public Shares, and the excess distribution rules discussed above do not apply to such shares (because of a timely QEF election for the Company's first taxable year as a PFIC in which the U.S. Holder holds (or is deemed to hold) such shares or a purge of the PFIC taint pursuant to a purging election, as described above), any gain recognized on the sale of the Public Shares generally will be taxable as capital gain and no additional interest charge will be imposed under the PFIC rules. As discussed above, if the Company is a PFIC for any taxable year, a U.S. Holder of the Public Shares that has made a QEF election will be currently taxed on its pro rata share of the Company's earnings and profits, whether or not distributed for such year. A subsequent distribution of such earnings and profits that were previously included in income generally should not be taxable when distributed to such U.S. Holder. The tax basis of a U.S. Holder's shares in a QEF will be increased by amounts that are included in income, and decreased by amounts distributed but not taxed as dividends, under the above rules. In addition, if the Company is not a PFIC for any taxable year, such U.S. Holder will not be subject to the QEF inclusion regime with respect to the Public Shares for such a taxable year.

Alternatively, if a U.S. Holder, at the close of its taxable year, owns shares in a PFIC that are treated as marketable stock, the U.S. Holder may make a mark-to-market election with respect to such shares for such taxable year. If the U.S. Holder makes a valid mark-to-market election for the first taxable year of the U.S. Holder in which the U.S. Holder holds (or is deemed to hold) Public Shares and for which the Company is determined to be a PFIC, such U.S. Holder generally will not be subject to the PFIC rules described above with respect to its Public Shares. Instead, in general, the U.S. Holder will include as ordinary income in each taxable year the excess, if any, of the fair market value of its Public Shares at the end of its taxable year over its adjusted basis in its Public Shares. These amounts of ordinary income would not be eligible for the favorable tax rates applicable to qualified dividend income or long-term capital gains. The U.S. Holder also will recognize an ordinary loss in respect of the excess, if any, of its adjusted basis in its Public Shares over the fair market value of its Public Shares at the end of its taxable year (but only to the extent of the net amount of previously included income as a result of the mark-to-market election). The U.S. Holder's basis in its Public Shares will be adjusted to reflect any such income or loss amounts, and any further gain recognized on a sale or other taxable disposition of its Public Shares will be treated as ordinary income. Currently, a mark-to-market election may not be made with respect to Public Warrants. The mark-to-market election is available only for stock that is regularly traded on a U.S. securities exchange that is registered with the U.S. Securities and Exchange Commission or on a non-U.S. exchange or market that the IRS determines has rules sufficient to ensure that the market price represents a legitimate and sound fair market value. If made, a mark-to-market election would be effective for the taxable year for which the election was made and for all subsequent taxable years unless the Public Shares ceased to qualify as "marketable stock" for purposes of the PFIC rules or the IRS consented to the revocation of the election. U.S. Holders are urged to consult their own tax advisers regarding the availability and tax consequences of a mark-to-market election in respect to the Public Shares under their particular circumstances.

If the Company is a PFIC and, at any time, have a non-U.S. subsidiary that is classified as a PFIC, U.S. Holders generally would be deemed to own a portion of the shares of such lower-tier PFIC, and generally could incur liability for the deferred tax and interest charge described above if the Company receives a distribution from, or dispose of all or part of its 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. There can be no assurance that the Company will have timely knowledge of the status of any such lower-tier PFIC or that the Company will hold a controlling interest in any such lower-tier PFIC, and thus there can be no assurance the Company will be able to cause the lower-tier PFIC to provide such required information. A mark-to-market election generally would not be available with respect to such lower-tier PFIC. U.S. Holders are urged to consult their tax advisers regarding the tax issues raised by lower-tier PFICs.

A U.S. Holder that owns (or is deemed to own) shares in a PFIC during any taxable year of the U.S. Holder, may have to file an IRS Form 8621 (whether or not a QEF or mark-to-market election is made) and such other information as may be required by the U.S. Treasury Department. Failure to do so, if required, will extend the statute of limitations until such required information is furnished to the IRS.

The rules dealing with PFICs and with the QEF, purging, and mark-to-market elections are very complex and are affected by various factors in addition to those described above. Accordingly, U.S. Holders of the Public Shares and Public Warrants should consult their own tax advisers concerning the application of the PFIC rules to the Public Shares and Public Warrants under their particular circumstances.

Tax Reporting

Certain U.S. Holders may be required to file an IRS Form 926 (Return by a U.S. Transferor of Property to a Foreign Corporation) to report a transfer of property (including cash) to the Company. Substantial penalties may be imposed on a U.S. Holder that fails to comply with this reporting requirement, and the period of limitations on assessment and collection of United States federal income taxes will be extended in the event of a failure to comply. Furthermore, certain U.S. Holders who are individuals and certain entities will be required to report information with respect to such U.S. Holder's investment in "specified foreign financial assets" on IRS Form 8938 (Statement of Specified Foreign Financial Assets), subject to certain exceptions. Specified foreign financial assets generally include any financial account maintained with a non-U.S. financial institution and should also include the Public Shares and Public Warrants if they are not held in an account maintained with a U.S. financial institution. Persons who are required to report specified foreign financial assets and fail to do so may be subject to substantial penalties, and the period of limitations on assessment and collection of United States federal income taxes may be extended in the event of a failure to comply. Potential investors are urged to consult their tax advisers regarding the foreign financial asset and other reporting obligations and their application to an investment in the Public Shares and Public Warrants.

Information Reporting and Backup Withholding

Dividend payments with respect to the Public Shares and proceeds from the sale, exchange or redemption of the Public Shares or Public Warrants may be subject to information reporting to the IRS and possible United States backup withholding. Backup withholding will not apply, however, to a U.S. Holder who furnishes a correct taxpayer identification number and makes other required certifications, or who is otherwise exempt from backup withholding and establishes such exempt status.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. Holder's United States federal income tax liability, and a U.S. Holder generally may obtain a refund of any excess amounts withheld under the backup withholding rules by timely filing the appropriate claim for refund with the IRS and furnishing any required information.

GENERAL INFORMATION

Domicile, legal form and incorporation

The Company is a special purpose acquisition company incorporated under Cayman Islands law as an exempted and registered in the Cayman Islands. The Company was incorporated in the Cayman Islands on 25 February 2021. The Company's registered office is at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands and its telephone number is +31 20 521 4777.

The Company was formed for the purpose of effecting a merger, capital stock exchange, share purchase, asset acquisition, reorganisation or similar transaction with a target business which it believes has significant growth potential.

The Company's LEI is 549300QV2DQ5QN1K3U52. The Company's website is www.crystalpeaktech.com.

Corporate Resolutions

All corporate resolutions authorisations and approvals required for the Offering have been adopted.

No Significant Change

On 1 March 2021, 7,500,000 Class B Ordinary shares were issued by the Company, for a total consideration of US$25,000. Except as described above, there has been no significant change in the financial position or financial performance of the Company since the date of its incorporation (being 25 February 2021).

Other Directorships and Partnerships

In addition to their directorships of the Company, the Directors have held within the past five years, the following directorships and/or partnerships outside the Company.

Name	Current or former directorships/partnerships	Position still held (Y/N)
Michael Tobin	Teamrock Ltd	N
	Datapipe	N
	Itconic SA	N
	Teraco Data Environments	N
	Chayora	N
	Park place technologies	N
	IXCellerate	N
	Kinolt SA	N
	Basefarm	N
	Equinix Itconic	N
	Pacnet	N
Rupert Robson.....	Tideflow Limited	N
	Torch Partners IB Switzerland AG	N
Seth Schelin	MEP Ord GmbH & Co. KG	N
	MEP Pref GmbH & Co. KG	N
Paola Bonomo	Sisal Group S.p.A.	N
	Stefanel S.p.A.	N
	Moneyfarm SIM S.p.A.	N
Pat Billingham.....	Huntsworth Group plc	N
	Aldwyck Housing Group	N
	Exemplas Limited	N

Expenses of the Offering

The Offering Expenses are estimated at U.S.$3,425,000 and include, among other items, the fees due to the AFM and Euronext Amsterdam N.V. in connection with the Admission, the commissions for the Bookrunner and Listing Agent, legal and administrative expenses, as well as miscellaneous costs such as publication costs and applicable taxes. The commissions and expenses due will be borne by the Company. See also the section "*Reasons for the Offering and Use of Proceeds—Net proceeds of the Offering*".

Available Documents

Subject to any applicable selling and transfer restrictions (see the section "*Selling and Transfer Restrictions*"), copies of this Prospectus are available and can be obtained free of charge from the date of publication of this Prospectus from the Company's website at (www.crystalpeaktech.com). In addition, copies of this Prospectus will be available free of charge at the Company's offices during normal business hours from the date of this Prospectus until at least the end of the Offer Period.

Copies of the Articles of Association are available free of charge in electronic form from the Company's website at (www.crystalpeaktech.com).

Incorporation by reference

The Articles of Association are incorporated in this Prospectus by reference and, as such, form part of this Prospectus.

No incorporation of website

Prospective investors should only rely on the information that is provided in this Prospectus or incorporated by reference into this Prospectus. No other documents or information, including the contents of the Company's website www.crystalpeaktech.com, websites accessible from hyperlinks on that website or any other website referred to in this Prospectus, forms part of, or is incorporated by reference into, this Prospectus. Other than this Prospectus and the Articles of Association, the contents of the Company's website www.crystalpeaktech.com, websites accessible from hyperlinks on that website or any other website referred to in this Prospectus, have not been scrutinised or approved by the AFM.

Provision of information

The Company has agreed that, for so long as any of the Public Shares and Public Warrants are outstanding and are 'restricted securities' within the meaning of Rule 144(a)(3) under the U.S. Securities Act, it will, during any period in which the Company is neither subject to Section 13 or 15(d) of the U.S. Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such restricted Public Shares and Public Warrants or to any prospective investors in such restricted Offer Shares designated by such holder or beneficial owner, upon the request of such holder, beneficial owner or prospective investor, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act. As at the date of this Prospectus, the Company is not subject to the periodic reporting and other informational requirements of the U.S. Exchange Act.

DEFINED TERMS

The following list of defined terms is not intended to be an exhaustive list of definitions, but provides a list of certain of the defined terms used in this Prospectus.

"**Admission**".....	means the admission of all of the Public Shares and, separately, all of the Public Warrants, to listing and trading on Euronext Amsterdam
"**Affiliate**".....	means, in relation to a person, a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified
"**AFM**".....	means the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*)
"**Anchor Investment Agreements**".....	means the subscription and transfer agreements entered into by the Company and the Founders with each of the Anchor Investors
"**Anchor Investors**".....	means each of Atalaya Capital Management LP and Meteora Capital Partners, LP
"**Articles of Association**".....	means the Company's amended and restated memorandum and articles of association, as amended from time to time
"**Audit Committee**".....	means the audit committee of the Company
"**Board**".....	means the board of directors of the Company
"**Bookrunner**".....	means Jefferies International Limited and Jefferies GmbH
"**Business Combination Completion Date**".....	means the date on which the Initial Business Combination is completed
"**Business Combination Deadline**".....	means the date that is 18 months following the Settlement Date, subject to a six-month extension period if the Company has signed a legally binding agreement with a target business in relation to an Initial Business Combination within such 18 month period
"**Business Combination EGM**"	means the extraordinary general meeting of the Company in respect of an Initial Business Combination
"**Business Day**".....	means a day (other than a Saturday or Sunday) on which banks in the Netherlands and Euronext Amsterdam are generally open for normal business
"**CET**".....	means Central European Time
"**Company**".....	means Crystal Peak Acquisition a special purpose acquisition company incorporated under Cayman Islands law as an exempted company, having its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands under number 372084
"**Companies Act"** ……..	means the Companies Act (As Revised) of the Cayman Islands as the same may be amended from time to time;
"**Director**".....	means a member of the Board
"**Dutch Civil Code**".....	means the Dutch Civil Code (*Burgerlijk Wetboek*) and the rules promulgated thereunder

"**Dutch Financial Supervision Act**".....	means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and the rules promulgated thereunder
"**Dutch Securities Transactions Act**".....	means the Dutch Securities Transactions Act (*Wet giraal effectenverkeer*)
"**EEA**".....	means the European Economic Area
"**Effective Federal Funds Rate**"	means the Effective Federal Funds Rate published by the Federal Reserve Bank of New York
"**EMEA**".....	means Europe, Middle East and Africa
"**Enterprise Chamber**".....	means the enterprise chamber of the court of appeal in Amsterdam (*Ondernemingskamer van het Gerechtshof te Amsterdam*)
"**Euroclear Nederland**".....	means the Netherlands Central Institute for Giro Securities Transactions (*Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.*) trading as Euroclear Nederland
"**Euronext Amsterdam**"	means Euronext Amsterdam, a regulated market operated by Euronext Amsterdam N.V.
"**EUR or €**".....	means the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time
"**Executive Director**".....	means an executive member of the Board
"**Exercise Period**"	means the period beginning 30 days after the Business Combination Completion Date and ending at the close of trading on Euronext Amsterdam (17:30 (CET)) on the first Business Day after the fifth anniversary of the Business Combination Completion Date or earlier upon (i) redemption of the Public Warrants in accordance with their terms as described in the section "*Description of Share Capital and Corporate Structure*", (ii) the Company's liquidation in the event it fails to complete its Initial Business Combination by the Business Combination Deadline, or (iii) any regular liquidation of the Company
"**Exercise Price**"	means the overall exercise price of U.S.$11.50 per new Public Share
"**Financial Statements**".....	refers to the audited financial statements of the Company for the one day period ended 25 February 2021 and the notes thereto beginning on page F-1 of this Prospectus
"**Founders**".....	means Mr. Michael Tobin, Mr. Rupert Robson (each acting through their respective affiliated entities, Idalina Limited and Torch Partners Nominees Limited) and Mr. Seth Schelin
"**Founder Shares**".....	means the Class B ordinary shares of the Company initially purchased by the Founders in a private placement prior to the Offering and the Class A ordinary shares that will be issued upon the automatic conversion of the Class B ordinary shares at the time of the Initial Business Combination. For the avoidance of doubt, the Class B ordinary shares do not form part of the Offering and will not be admitted to trading on a stock exchange
"Founder Warrant Agreement"	means the warrant purchase agreement between the Company and the Founders dated 21 June 2021

"**First Trading Date**".....	means the date on which trading in the Public Shares and Public Warrants on an "as-if-and-when-issued-and/or-delivered" basis on Euronext Amsterdam commences, which is expected to be on or around 22 June 2021
"**IFRS**"	means the International Financial Reporting Standards
"**Initial Business Combination**"	means the acquisition of a majority (or otherwise controlling) stake in a target business by means of: (a) a (legal) merger (being a combination of the assets and liabilities of the Company and another company into a single legal entity); (b) a share exchange (being the issue of shares by the Company, to another company, in exchange for shares issued in that other company); (c) a share purchase (being the purchase by the Company of the shares of another company, for cash consideration); (d) a contribution in kind (an increase in the equity of the Company, by a means other than cash, in this instance the contribution of a business or business assets that is paid for by way of an issuance of new shares in the Company); (e) an asset acquisition (being the acquisition of the assets and liabilities of a business by the Company, as opposed to an acquisition of the shares of a legal entity); or (f) a combination of any of the above methods
"**Insider Letter**".....	means the agreement entered into by the Company, the Founders and the Directors dated 21 June 2021 governing, among other matters: (i) the Founders and Directors' agreement to waive any right, title, interest or claim of any kind in or to any monies in the Trust Account; (ii) lock-up provisions in relation to the Founder Shares, Founder Warrants and any Public Shares issued upon conversion or exercise thereof; (iii) lock-up provisions in relation to Public Shares and Public Warrants held by the Non-Executive Directors; and (iv) voting at the Business Combination EGM in relation to Public Shares and Founder Shares held by the Founders and the Directors
"**Listing Agent**"	means Kempen
"**Market Abuse Regulation**"...	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse
"**Market Value**".....	has the meaning given to it in the section "*Description of Share Capital and Corporate Structure – Warrants – Public Warrants - Anti-dilution Adjustments*"
"**Newly Issued Price**".....	has the meaning given to it in the section "*Description of Share Capital and Corporate Structure – Warrants – Public Warrants - Anti-dilution Adjustments*"
"**Non-Executive Director**".....	means a non-executive member of the Board, as named in the section "*Management, Employees and Corporate Governance – Members of the Board*"
"**Offer Price**".....	means U.S.$10.00 per Unit

"**Offering**"	means the offering of Units, as contemplated in this Prospectus
"**Offering Expenses**".....	means the costs related to the Offering
"**Ordinary Shares**".....	means the Founder Shares and the Public Shares
"**Permitted Transferee**"	means the Founders' and Anchor Investors' respective affiliates (where affiliate means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the relevant Founder or Anchor Investor)
"**Proceeds**".....	means the total amount of the gross proceeds from Units offered and sold in the Offering
"**Prospectus**".....	means this prospectus dated 22 June 2021, prepared for purposes of the Admission
"**Prospectus Regulation**".....	Regulation (EU) 2017/1129 of the European Parliament and of the Council of the European Union of 14 June 2017 and includes any relevant delegated regulations
"**Public Shares**".....	means the Class A ordinary shares of the Company underlying the Units to be issued in the Offering
"**Public Shareholder**".....	means a holder of Public Shares
"**Public Warrants**".....	means the warrants underlying the Units to be allotted in the Offering
"**Public Warrantholder**".....	means a holder of Public Warrants
"**Redeeming Shareholders Arrangement**".....	means the arrangement for Redeeming Shareholders to redeem their Public Shares in the Company as described in the section "*Proposed Business – Effecting the Initial Business Combination - Redemption rights for Public Shareholders upon completion of the Initial Business Combination*"
"**Redeeming Shareholders**".....	means the Public Shareholders who exercise their right to sell their Public Shares to the Company
"**Redemption Notice Deadline**"	means the date no later than thirty (30) calendar days following publication by the Company of a shareholder circular and/or prospectus in connection with the Business Combination EGM by which Redeeming Shareholders must submit a written request for redemption to the Listing Agent
"**Regulation S**".....	means Regulation S under the Securities Act
"**Relevant State**".....	means each member state of the European Economic Area
"**Relevant Persons**".....	means (i) persons who are outside the United Kingdom, (ii) persons who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**"), and (iii) high net worth entities falling within Article 49(2)(a) to (d) of the Order
"**Required Majority**".....	means the required approval of a proposed Initial Business Combination by a simple majority of the votes cast on the Public Shares and the Founder Shares (50% plus one) at the Business Combination EGM, subject to certain exceptions as set out in this Prospectus

"**SEC**"	means the U.S. Securities and Exchange Commission
"**Securities Act**".....	means the U.S. Securities Act of 1933, as amended
"**Settlement**".....	means payment (in U.S. dollars) for the Units, and delivery of the underlying Public Shares and Public Warrants
"**Settlement Date**".....	means the date on which Settlement occurs, which is expected to be on or around 24 June 2021
"**Shareholders**"……..	means all holders of Ordinary Shares in the Company, including holders of Public Shares and holders of Founder Shares
"**SPACs**"…….……	means special purpose acquisition companies
"**Torch**" **or** "**Torch Group**"…..	means Torch Partners Limited and its affiliates
"**Trust Account**".....	means the trust account opened by the Trustee with Deutsche Bank AG, London Branch pursuant to the Trust Agreement
"**Trustee**".....	means Deutsche Bank Trust Company Americas
"**Trust Agreement**".....	means the trust agreement to be entered into on or prior to the First Trading Date between, among others, the Company and the Trustee
"**Underwriting Agreement**"....	means the underwriting agreement entered into between the Company and the Bookrunner on 21 June 2021 with respect to the Offering
"**Unit**".....	means a unit consisting of one Public Share and one-half of one Public Warrant
"**United States or U.S.**".....	means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
"**U.S.$**", "**U.S. Dollar**" or "**dollar**"	means the lawful currency for the time being of the United States
"**Warrant Agent**".....	means Kempen
"**Warrant Agreement**".....	means the warrant agreement between the Company and Kempen dated 21 June 2021

Company Registration No. 372084 (Cayman Islands)

CRYSTAL PEAK ACQUISITION

FINANCIAL STATEMENTS

FOR THE ONE DAY PERIOD ENDED 25 FEBRUARY 2021

CRYSTAL PEAK ACQUISITION

CONTENTS

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Fax +1 345 949 7164
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Independent Auditors' Report to the Directors

Opinion

We have audited the financial statements of Crystal Peak Acquisition (the "Company"), which comprise the statement of financial position as at 25 February 2021, the statements of comprehensive income, changes in equity and cash flows for the one-day period then ended, and notes, comprising significant accounting policies and other explanatory information.

In our opinion, the accompanying financial statements give a true and fair view of the financial position of the Company as at 25 February 2021, and its financial performance and its cash flows in accordance with International Financial Reporting Standards ("IFRS").

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing ("ISAs"). Our responsibilities under those standards are further described in the "*Auditors' Responsibilities for the Audit of the Financial Statements*" section of our report. We are independent of the Company in accordance with the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards) ("IESBA Code") together with the ethical requirements that are relevant to our audit of the financial statements in the Cayman Islands, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Basis of preparation

We draw attention to Note 1 to the financial statements. The financial statements are prepared solely for the purpose of being included in the Prospectus for the listing of the Company on Euronext Amsterdam. As a result, the financial statements may not be suitable for another purpose.

Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS; and for such internal control as management determines is necessary to enable the preparation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Independent Auditors' Report to the Directors (continued)

Auditors' Responsibilities for the Audit of the Financial Statements (continued)

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

The engagement partner on the audit resulting in this independent auditors' report is Tanis McDonald.

KPMG

Cayman Islands, 21 June 2021

Original has been signed by Tanis McDonald on behalf of KPMG

CRYSTAL PEAK ACQUISITION

STATEMENT OF FINANCIAL POSITION

AS AT 25 FEBRUARY 2021

	Notes	25 February 2021 US$
Current assets		
Subscription receivable	**3**	-
Cash and cash equivalents		-
Net current assets		-
Total assets		-
Current liabilities		
Trade and other payables		-
Total liabilities		-
Shareholders' equity		
Class A ordinary shares, $0.0001 par value; 200,000,000 shares authorised; none issued or outstanding	**4**	-
Class B ordinary shares, $0.0001 par value; 20,000,000 shares authorised; of which one issued and outstanding	**4**	-
Share premium	**4**	
Retained earnings		-
Total shareholders' equity		-
Total shareholders' equity and liabilities		-

These financial statements are approved by Rupert Robson, a director of the Company, acting under authority granted by Company's board of directors on 21 June 2021:

DocuSigned by:
Rupert Robson
6CF0AF9EDCEB49F...

Director

Company Registration No. 372084 (Cayman Islands)

The accompanying notes are an integral part of these financial statements

CRYSTAL PEAK ACQUISITION

STATEMENT OF COMPREHENSIVE INCOME

AS AT 25 FEBRUARY 2021

The Statement of Comprehensive Income is prepared but not presented as the Company did not enter into any transactions on 25 February 2021 that impacted this statement.

The accompanying notes are an integral part of these financial statements

CRYSTAL PEAK ACQUISITION

STATEMENT OF CHANGES IN EQUITY

FOR THE ONE DAY PERIOD ENDED 25 FEBRUARY 2021

	Share capital US$	Share premium US$	Retained earnings US$	Total US$
Balance at 25 February 2021	-	-	-	-
One day period ended 25 February 2021:				
Profit and total comprehensive income for the period	-	-	-	-
Issuance of ordinary shares (see note 4)	-	-	-	-
Balance at 25 February 2021	-	-	-	-

The accompanying notes are an integral part of these financial statements

CRYSTAL PEAK ACQUISITION

STATEMENT OF CASH FLOWS

AS AT 25 FEBRUARY 2021

The Statement of Cash Flows is prepared but not presented as the Company did not enter into any transactions on 25 February 2021 that impacted this statement.

The accompanying notes are an integral part of these financial statements

1 Accounting policies

Company information

Crystal Peak Acquisition (the "Company") is an exempted company incorporated under the laws of the Cayman Islands. The Company is a Special Purpose Acquisition Company ("SPAC"), for the purpose of acquiring a business with principal operations in Europe and the wider Europe, Middle East and Africa ("EMEA") region through a merger, capital stock exchange, share purchase, asset acquisition, reorganisation or similar transaction.

The Company is registered in the Cayman Islands under incorporation number 372084 and has it registered offices at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands.

The Company was formed by Mr. Michael Tobin, Mr. Rupert Robson (each acting through their respective affiliated entities, Idalina Limited and Torch Partners Nominees Limited) and Mr. Seth Schelin (together the "Founders").

The Company was incorporated on 25 February 2021. The Company's statutory financial year is the calendar year and its first statutory financial period will be for the period 25 February 2021 to 31 December 2021.

These Financial Statements ("Financial Statements") have been prepared solely for the purpose to be included in the prospectus for the listing of the Company on Euronext Amsterdam and should not be used for any other purpose. Given the purpose of these financial statements, they have been prepared for the one-day period since incorporation, being 25 February 2021. The Financial Statements were authorised for issue by Rupert Robson, a director of the Company on 21 June 2021, acting under authority granted by Company's board of directors on 15 June 2021.

1.1 Accounting convention

The financial statements of the Company have been prepared in accordance with International Financial Reporting Standards ("IFRS").

The reporting period of these financial statements is from 25 February 2021, being the beginning of that day, until the end of the same day. No statement of comprehensive income or statement of cash flows is presented or provided as the Company did not have any transactions impacting either statement.

The Financial Statements have been prepared on the historical cost basis, except where otherwise noted. Monetary amounts in these financial statements are rounded to the nearest US Dollar, unless otherwise indicated.

The preparation of these financial statements in conformity with IFRS may require the use of certain critical accounting estimates, judgements and assumptions that may affect the reported amounts of assets and liabilities. It may also require management to exercise its judgment in the process of applying the Company's accounting policies. No areas were identified where assumptions and estimates are significant to these financial statements.

The principal accounting policies adopted are set out below.

1 Accounting policies (continued)

1.2 Going concern

These Financial Statements have been prepared on a going concern basis. The Company is not presently engaged in any activities other than the activities necessary to implement an offering on Euronext Amsterdam.

Following the offering, the Company will not engage in any operations, other than in connection with the selection, structuring and completion of a business combination.

The Company will have 18 months from the date on which settlement of its listing on Euronext Amsterdam occurs ("Settlement Date") to complete a business combination, subject to a six-month extension period if the Company has signed a legally binding agreement with a target business in relation to a business combination within such 18 month period.

The initial operational costs of the Company are expected to be covered by the proceeds of the issuance of the Founder warrants as part of the offering process, part of which has been actioned subsequent to 25 February 2021.

1.3 Functional and presentation currency

The Financial Statements are presented in United States Dollars ("USD"), which is the Company's functional currency. The functional currency is the currency of the primary economic environment in which the Company operates. The majority of the Company's transactions are denominated in USD. Foreign currency transactions are translated into the functional currency using the exchange rates at the dates of the transactions. Foreign exchange gains and losses, if any, resulting from the settlement of such transactions, and from the translation of monetary assets and liabilities denominated in foreign currencies at period-end exchange rates, are recognised in the statement of comprehensive income.

1.4 Cash and cash equivalents

Cash and cash equivalents include deposits held at call with banks and other short-term liquid investments with original maturities of three months or less. The Company had no cash or cash equivalents at 25 February 2021.

1.5 Financial assets

Financial assets are initially recognised in the Company's statement of financial position when the Company becomes party to the contractual provisions of the instrument. On initial recognition, the Company classifies financial assets as measured at amortised cost or FVTPL. The classification depends on the nature and purpose of the financial assets and is determined at the time of recognition. A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are SPPI.

All other financial assets of the Company are measured at FVTPL.

Impairment of financial assets

Financial assets, other than those at fair value, are assessed for indicators of impairment at each reporting end date.

Financial assets are impaired where there is objective evidence that, as a result of one or more events that occurred after the initial recognition of the financial asset, the estimated future cash flows of the investment have been affected.

Derecognition of financial assets

Financial assets are derecognised only when the contractual rights to the cash flows from the asset expire, when it transfers the rights to receive the contractual cash flows in a transaction in which substantially all of the risks and rewards of ownership of the financial asset are transferred or in which the Company neither transfers nor retains substantially all of the risks and rewards of ownership and does not retain control of the financial asset.

1 Accounting policies (continued)

1.6 ***Use of judgement and estimates***

In preparing these Financial Statements, management has made judgements and estimates that affect the application of the Company's accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to estimates are recognised prospectively.

1.7 Deferred offering costs

Accrued expenses are recognised initially at fair value and subsequently stated at amortised cost using the effective interest method.

1.8 Accrued liabilities and accounts payable

Trade payables and accrued liabilities are presented as current liabilities unless payment is not due within 12 months after the reporting period. They are recognised initially at their fair value and subsequently measured at amortised cost using the effective interest rate method.

1.9 Financial liabilities

Financial liabilities at fair value through profit or loss

Financial liabilities are classified as measured at fair value through profit or loss when the financial liability is held for trading. A financial liability is classified as held for trading if:

- it has been incurred principally for the purpose of selling or repurchasing it in the near term, or
- on initial recognition it is part of a portfolio of identified financial instruments that the Company manages together and has a recent actual pattern of short-term profit taking, or
- it is a derivative that is not a financial guarantee contract or a designated and effective hedging instrument.

Financial liabilities at fair value through profit or loss are stated at fair value with any gains or losses arising on remeasurement recognised in the statement of comprehensive income.

Other financial liabilities

Other financial liabilities are initially measured at fair value, net of transaction costs. They are subsequently measured at amortised cost using the effective interest method, with interest expense recognised on an effective yield basis.

Derecognition of financial liabilities

Financial liabilities are derecognised when, and only when, the Company's obligations are discharged, cancelled, or they expire.

1.10 Equity instruments

Equity instruments issued by the Company are recorded at the proceeds received, net of direct issue costs. Dividends payable on equity instruments are recognised as liabilities once they are no longer at the discretion of the Company.

1.11 Income taxes

There are no taxes on income or gains in the Cayman Islands and the Company has received an undertaking from the Governor in Cabinet of the Cayman Islands exempting it from all local taxation on future profits, income or gains until 1 March 2041. Accordingly, no provision for Cayman Islands taxes is included in the Company's Financial Statements.

2 Employees

The Company had no employees at 25 February 2021, other than its Directors.

3 Subscription receivable

Included within subscription receivable is US$0.0001 in respect of unpaid share capital, as issued upon incorporation of the Company (see note

4 Share capital

	2021 Number	2021 US$
Class B Ordinary share capital		
Issued but not paid		
of US$0.0001 each	1	-

Subject to any rights or restrictions attached to any Shares every member present in any such manner shall have one vote for every Share of which he is the holder. Except as otherwise provided by the rights attached to any Shares, all dividends and other distributions shall be paid according to the par value of the Shares that a member holds.

The Class B ordinary shares are identical to the Class A ordinary shares, and holders of Class B ordinary shares have the same shareholder rights as holders of Class A ordinary shares, except that the Class B ordinary shares are convertible into Class A ordinary shares at any time at the option of the holder, or automatically on the day of the closing of the Company's initial business combination on a one-for-one basis.

5 Financial commitments and contingencies

As at 25 February 2021, the Company had no financial commitments or contingencies.

6 Related party transactions

All legal entities that can be controlled, jointly controlled or significantly influenced by the Company are considered to be a related party. Also, entities which can control, jointly control or significantly influence the Company are considered a related party. In addition, statutory and supervisory directors and close relatives are regarded as related parties. Other than the issuance of the ordinary share to the Founders, there have been no related party transactions. Related party transactions after the date of these Financial Statements are disclosed in Note 10.

7 Financial risk management

The Company is not an operating company and has no business activities at the date of the Financial Statements. As such there is minimal credit, liquidity and market risk exposure. On the statement of financial position date, financial instruments are reviewed to see whether or not an objective indication exists for the impairment of a financial asset or a group of financial assets.

8 Capital management

The Company's objectives when managing capital is to safeguard the Company's ability to continue as a going concern and maintain an optimal capital structure to reduce the cost of capital. In order to maintain the Company's capital structure, the Company may issue 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, on such terms as the Directors may from time to time determine, to maintain an optimal capital structure.

9 Fair value measurement

The Company measures fair values using the following fair value hierarchy that reflects the significance of the inputs used in making the measurements.

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2 - Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (that is, as prices) or indirectly (that is, derived from prices).
- Level 3 - Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs).

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in the principal or, in its absence, the most advantageous market to which the Company has access at that date. The fair value of a liability reflects its non-performance risk. The determination of what constitutes "observable" requires significant judgment by management. Fair values of financial assets and liabilities that are traded in active markets are based on quoted market prices or dealer price quotations. A market is regarded as "active" if transactions for the asset or liability take place with sufficient frequency and volume to provide pricing information on an on-going basis.

The determination of fair value for financial assets and liabilities for which there is no observable market price requires the use of valuation techniques. For financial instruments that trade infrequently and have little price transparency, fair value is less objective, and requires varying degrees of judgement depending on liquidity, concentration, uncertainty of market factors, pricing assumptions and other risks affecting the specific instrument.

The Company recognises transfers between levels of the fair value hierarchy as at the end of the reporting period during which the change has occurred.

As at 25 February 2021, the Company has no financial assets and liabilities measured in line with IFRS 9 for instruments classified as fair value through profit or loss.

At 25 February, 2021, the carrying amounts of the subscription receivable approximates the fair value due to the short-term maturity of this asset.

10 Subsequent Events

Subsequent to the period end, on 1 March 2021, a further 7,500,000 Class B Ordinary shares were issued by the Company, for a total consideration of US$25,000. The proceeds of this issue will be applied towards the settlement of the Company's incorporation costs.

APPENDIX 1

FORM OF NOTICE FOR EXERCISE OF PUBLIC WARRANTS

Reference is made to the exercise of Warrants issued by Crystal Peak Acquisition as described in the Warrant Agreement. Capitalised terms used, but not defined herein, have the meaning ascribed to them in the Warrant Agreement.

Request to Exercise

The undersigned:

Name:	
Street:	
Postal code/location:	
Telephone number:	
Email:	
Custodian (name of the financial institution):	
Details of account to which the Class A Ordinary Shares should be delivered:	
Registration number (correspondent bank) at ESES (EGSP):	
Swift address (correspondent bank):	

Hereby requests on behalf of a Warrant Holder to exercise:

_____ Public Warrants (ISIN: KYG2581M1151)

and to receive

_____ Public Shares (ISIN: KYG2581M1078)*

upon surrendering the Warrants and the payment in full of the Warrant Price and all applicable taxes in accordance with Warrant Agreement.

The aggregate Warrant Price is _____ USD (in case of an exercise on a non-cashless basis)

*Number of Public Shares: The number of Public Shares a Registered Holder will receive upon exercise of its Warrants is determined in accordance with Section 3.1 of the Warrant Agreement. In the event that Public Warrants have been called for redemption by the Company pursuant to Section 6.2 of the Warrant Agreement and the Company has permitted holders of Public Warrants to exercise their Warrants on a cashless basis, and a Registered Holder elects to exercise this right, the number of Public Shares a Registered Holder will receive is determined in accordance with Section 6.2 of the Warrant Agreement.

Representations and Warranties

The undersigned represents and warrant to the Warrant Agent and the Company that:

a) the Registered Holder has full title to the Warrants and there is no encumbrance or agreement, arrangement or obligation to create or given an encumbrance in relation to any of the Warrants;

b) there is no agreement, arrangement or obligation requiring the transfer or the grant to a person of the right (conditional or not) to require the transfer of the Warrants;

c) the exercise is permitted in the jurisdiction of the Registered Holder;

d) the Registered Holder understands that the Public Shares to be received upon exercise of the Warrants have not been, and will not be, registered under the United States Securities Act of 1933 (the "Securities Act") or with any state or other jurisdiction of the United States, and may not be offered or sold in the United States absent registration or pursuant to an exemption from the registration requirements under the Securities Act;

e) no portion of the assets used by the Registered Holder to purchase, and no portion of the assets used by such investor to hold, the Public Shares or any beneficial interest therein received upon exercise of the Warrants constitutes or will constitute the assets of (i) an "employee benefit plan" that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to section 4975 of the U.S. Tax Code, (iii) entities whose underlying assets are considered to include "plan assets" of any plan, account or arrangement described in preceding clause (i) or (ii), or (iv) any governmental plan, church plan, non-U.S. plan or other investor whose purchase or holding of the Public Shares would be subject to any state, local, non-U.S. or other laws or regulations similar to Part 4 of Subtitle B of Title I of ERISA or section 4975 of the U.S. Tax Code or that would have the effect of the regulations issued by the U.S. Department of Labor set out at 29 CFR section 251 0.3-1 01, as modified by section 3(42) of ERISA; and

f) any sale, transfer, assignment, novation, pledge or other disposal of the Public Shares issued upon exercise of the Warrants made other than in compliance with such laws and the above-stated restrictions will be subject to the forfeiture and/or compulsory transfer provisions as provided in the articles of association of Crystal Peak Acquisition.

As of the date hereof, the Registered Holder is either (i) is not resident or located the United States or (ii) is located in the United States, in which case the Registered Holder represents and warrants to the Warrant Agent and the Company that:

a) the Registered Holder is a qualified institutional buyer as defined in Rule 144A of the Securities Act ("**QIB**") and is acquiring the Public Shares for its own account or for the account of a QIB. If the Registered Holder is acquiring the Public Shares for the account of one or more QIBs, the Registered Holder represents that it has sole investment discretion with respect to each such account and that the Registered Holder has full power to make the foregoing acknowledgements, representations, warranties and agreements on behalf of each such account;

b) the Registered Holder is exercising the Warrants and acquiring the Public Shares for investment purposes only and not with a view to distribution or resale, directly or indirectly, in the United States or otherwise in violation of United States securities laws;

c) the Registered Holder is not exercising the Warrants and acquiring the Public Shares as a result of any "general solicitation or general advertising" (within the meaning of Rule 502(c) under the Securities Act) or any "directed selling efforts" (as defined in Regulation S under the Securities Act ("Regulation S"));

d) the Registered Holder understands that the Public Shares may not be reoffered, resold, pledged or otherwise transferred except (i) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S to a person outside the United States, (ii) pursuant to another available exemption from the registration requirements of the Securities Act or (iii) pursuant to an effective registration statement under the Securities Act, in each case in accordance with applicable securities laws of any state of the United States;

e) the Registered Holder understands that the Public Shares may be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act and, if the Public Shares are "restricted securities", the Registered Holder shall not deposit such Public Shares in any unrestricted depositary facility established or maintained by a depositary bank, unless and until such time as the Public Shares are no longer "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act;

f) the Registered Holder (including any account for which it is acting) is capable of evaluating the merits and risks of its investment and is assuming and is capable of bearing the risk of loss that may occur with respect to the Public Shares, including the risk that it may lose all or a substantial portion of its investment; and

g) the Registered Holder satisfies any and all standards for investors in investments of the type subscribed for herein imposed by the jurisdiction of its residence and any other applicable jurisdictions.

Instructions for Completion

A request to exercise Warrants in accordance with the Warrant Agreement must be made by sending this notice to Van Lanschot Kempen Wealth Management N.V. (see contact details below) who will receive this notice as Warrant Agent on behalf of the Company.

Simultaneously with sending this notice to Van Lanschot Kempen Wealth Management N.V.:

- The number of Warrants requested to exercise must be delivered to [*account*]; and

- In case of an exercise on a non-cashless basis, the Warrant Price and any and all applicable taxes due must be paid by transferring the required funds to [*account*].

The date of exercise of the Warrants shall be the date on which the last of the abovementioned conditions is met (the "**Exercise Date**"). Settlement of Public Shares as a result of the exercise of the Warrants shall take place on a 'delivery-versus-payment' basis. The delivery of the Public Shares by the Warrant shall take place no later than on the second trading day after the Exercise Date.

Contact details

Van Lanschot Kempen Wealth Management N.V. -Warrant Agent

Van Lanschot Kempen Wealth Management N.V.

Tel: […]

Email: […]

This notice form was executed in _____ on _____.

By: _____

Name:

THE COMPANY

Crystal Peak Acquisition
PO Box 309, Ugland House,
Grand Cayman, KY1-1104,
Cayman Islands

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INDEPENDENT AUDITOR OF THE COMPANY

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