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**SHARE PURCHASE AND SALE AGREEMENT AND OTHER COVENANTS**

entered into by and among,  
on one side, as Sellers,

**ADVENT CARTAGENA (LUXEMBOURG) S.à.r.l.**  
**ESSEX WOODLANDS HEALTH VENTURES FUND VIII, LP**  
**ESSEX WOODLANDS HEALTH VENTURES FUND VIII-A, LP**  
**ESSEX WOODLANDS HEALTH VENTURES FUND VIII-B, LP**  
**BIOTOSCANA SECONDARY INVESTMENTS S.C.S.**

**ROBERT FRIEDLANDER**  
**MAZAL INVESTMENT VENTURES LTD.**  
**ROBERTO LUIZ GUTTMANN**

on the other side, as Buyer,

**KNIGHT THERAPEUTICS INC.**

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October 18, 2019

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## SHARE PURCHASE AND SALE AGREEMENT AND OTHER COVENANTS

This Share Purchase and Sale Agreement and Other Covenants is entered into, in October 18, 2019, by, in one side, in the capacity of Sellers,

(1) **ADVENT CARTAGENA (LUXEMBOURG) S.à r.l.**, a limited liability company (*société à responsabilité limitée*) duly organized and existing under the Laws of Luxembourg, headquartered at 2-4, Rue Beck, L-1222, Luxembourg, registered with the Luxembourg register of commerce and companies under number B.162.826, hereby represented according to its corporate documents ("**Advent**");

(2) **ESSEX WOODLANDS HEALTH VENTURES FUND VIII, LP**, a legal entity duly organized and existing under the Laws of Delaware, USA, hereby represented according to its corporate documents ("**Essex VIII**");

(3) **ESSEX WOODLANDS HEALTH VENTURES FUND VIII-A, LP**, a legal entity duly organized and existing under the Laws of Delaware, USA, hereby represented according to its corporate documents ("**Essex VIII-A**");

(4) **ESSEX WOODLANDS HEALTH VENTURES FUND VIII-B, LP**, a legal entity duly organized and existing under the Laws of Delaware, USA, hereby represented according to its corporate documents ("**Essex VIII-B**");

(5) **BIOTOSCANA SECONDARY INVESTMENTS S.C.S.**, a common limited partnership (*société en commandite simple*) duly organized and existing under the Laws of Luxembourg, headquartered at 6, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg register of commerce and companies under number B.188.272, hereby represented according to its corporate documents ("**Biotoscana Secondary**" and, together with Essex VIII, Essex VIII-A and Essex VIII-B, referred to as "**Essex**");

(6) **ROBERT FRIEDLANDER**, Brazilian, married, resident and domiciled at the City of London, England, at 4 Hendon House, Brent Street, NW4NR, bearer of the Identity Card N. 2.881.465 SSP/SP ("**Robert**");

(7) **MAZAL INVESTMENT VENTURES LTD.**, a legal entity duly organized and existing under the Laws of Bahamas, hereby represented according to its corporate documents ("**Mazal**"); and

(8) **ROBERTO LUIZ GUTTMANN**, Brazilian, married, resident and domiciled at the City of São Paulo, State of São Paulo, at Rua Maestro Elias Lobo, 77, bearer of the Brazilian Passport N. FM621448 ("**Roberto**" and, together with Advent, Essex, Robert and Mazal, the "**Sellers**", and individually and indistinctly referred to as "**Seller**").

and, on the other side, in the capacity of Buyer,

(9) **KNIGHT THERAPEUTICS INC.**, a legal entity duly organized and existing under the Laws of Canada, headquartered at 3400 De Maisonneuve W., Suite 1055, Montreal QC. H3Z 3B8, hereby represented according to its corporate documents ("**Buyer**").

(each Seller and the Buyer jointly referred to as "**Parties**" and individually and indistinctly as a "**Party**")

## **WHEREAS:**

(A) The Sellers are the holders of forty eight million, one hundred and forty six thousand and eighty (48,146,080) ordinary shares issued by the Company and six million, two hundred and two thousand and six hundred and sixty-nine (6,202,669) Brazilian Depositary Receipts ("**BDRs**") representing fifty-four million, three hundred and three hundred and forty-eight thousand, seven hundred and forty-nine (54,348,749) ordinary shares issued by **BIOTOSCANA INVESTMENTS S.A.**, a public limited liability company (*société anonyme*) duly organized and existing under the Laws of Grand Duchy, Luxembourg, headquartered at 70 route d'Esch, L-1470 Luxembourg, registered with the Luxembourg register of commerce and companies under number B.162.861, hereby represented according to its corporate documents ("**Company**") (each BDR represents one (1) ordinary share issued by the Company), totaling 51.21% of the total capital stock of the Company (excluding the BDRs held in treasury),

(B) The Company has, on the date hereof, fifty-seven million four hundred ninety-four thousand five hundred twenty-six (57,494,526) BDRs outstanding in B3, representing fifty-seven million four hundred ninety-four thousand five hundred twenty-six (57,494,526) ordinary shares issued by the Company, representing, on the date hereof, 54.2% of the Company's issued capital stock (excluding the BDRs held in treasury),

(C) The Buyer is interested in acquiring all the shares issued by the Company owned by the Sellers and the Sellers are interested in selling all such shares to the Buyer, in accordance with the terms and subject to the conditions set forth herein, and

(D) Subject to the completion of the Transaction set forth in this Agreement, the Buyer is aware of the obligation to launch the Mandatory Offer.

THEREFORE, the Parties resolve to execute this Share Purchase and Sale Agreement and Other Covenants ("**Agreement**"), which shall be governed by the following terms and conditions:

### **1. DEFINITIONS AND RULES OF CONSTRUCTION**

**1.1. Definitions.** The following terms, expressions and abbreviations in capitalized initials, whether in singular or plural form, including their verbal and nominal variations, shall have the meaning assigned to them below, unless expressly otherwise stated:

"**1915 Law**" means the Luxembourg Law of 10 August 1915 on commercial companies, as amended.

"**Advent**" has the meaning set forth in the preamble of this Agreement.

"**Affiliate**" means, with respect to a Person, any Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person.

"**Agreement**" has the meaning set forth in the preamble of this Agreement.

"**Annual Financial Statements**" has the meaning set forth in Section 8.1.11.

"**Antitrust Agency**" means any applicable antitrust agencies with jurisdiction to approve the Transaction as per the attached Annex 1.1-I.

"**Antitrust Filing**" has the meaning set forth in Section 6.1.1 of this Agreement.

"**Applicable Law**" means any applicable Law.

"**Basket**" has the meaning set forth in [Section 10.6](#) of this Agreement.

"**B3**" means B3 - S.A. – Brasil, Bolsa, Balcão, the official Stock Exchange of Brazil.

"**BDRs**" has the meaning set forth in the Recitals of this Agreement.

"**Biotoscana Secondary**" has the meaning set forth in the preamble of this Agreement.

"**Brazil**" means the Federative Republic of Brazil.

"**Brazilian Securities Laws**" means the Brazilian Law No. 6,385 dated December 7, 1976, as amended, and all other regulations issued by the CVM, to the extent applicable to the Company and the Company's Subsidiaries.

"**Business Day**" means any day on which commercial banks are required to open in Luxembourg, Delaware - USA, New York – USA, the City of London - England and in the City of São Paulo, State of SP, Brazil.

"**Buyback Program**" means the buyback program of BDRs approved by the Company on 25 April 2018 and 31 October 2018.

"**Buyer**" has the meaning set forth in the preamble of this Agreement.

"**Buyer's Conditions Precedent**" has the meaning set forth in [Section 3.2](#) of this Agreement.

"**Buyer Indemnified Party**" has the meaning set forth in [Section 10.1](#) of this Agreement.

"**Bylaws**" means the consolidated articles of association of the Company dated 23 May 2017.

"**Cap**" has the meaning set forth in [Section 10.6](#) of this Agreement

"**Claim**" means any extrajudicial, judicial or administrative litigation, notice, action, lawsuit, injunction, proceeding, investigation, claim, including, but not limited to, civil, criminal, labor, tax, administrative, regulatory or otherwise, involving any court, Governmental Authority, third party or any arbitration proceeding.

"**Closing**" has the meaning set forth in [Section 5.1](#) of this Agreement.

"**Closing Acts**" has the meaning set forth in [Section 5.2](#) of this Agreement.

"**Closing Date**" has the meaning set forth in [Section 5.1](#) of this Agreement.

"**Company**" has the meaning set forth in the recitals this Agreement.

"**Company Financial Statements**" has the meaning set forth in [Section 8.1.11](#) of this Agreement.

"**Company's Indemnification Obligations**" has the meaning set forth in [Section 10.1](#) of this Agreement.

"**Company Intellectual Property**" has the meaning set forth in [Section 8.1.18](#) of this Agreement.

"**Company Reporting Documents**" has the meaning set forth in [Section 8.1.10](#) of this Agreement.

"**Company's Shareholders Agreement**" means the Shareholders' Agreement of the Company executed by the Sellers on May 8, 2017.

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

**"Conditions Precedent"** has the meaning set forth in Section 3.3 of this Agreement.

**"Confidential Information"** has the meaning set forth in Section 12.1 of this Agreement.

**"Consents"** means consents, approvals (including where permitted by Laws or agreement, the absence of any disapprovals during applicable waiting periods), waivers, orders, authorizations, filings and registrations.

**"Consent Deadline"** [date redacted].

**"Contract"** means any contract, lease, sublease, license, indenture, bond, mortgage or other written agreement, instrument, arrangement or commitment that is legally binding, including any amendment, extension, renewal, guarantee or other supplement with respect thereto.

**"Control"** (including the term **"Controls," "Controlling," "Controlling Party," "Controlled by"** and **"Under Common Control"**) means the Person or group of Persons who has direct or indirect permanent power to direct or cause the direction of the management and policies of such Person, whether through the ownership or control of voting securities, voting rights, contract or otherwise.

**"Corruption Laws"** means any Applicable Law currently in force which applies to the Company or a Company Subsidiary that prohibits bribery, fraud, kickbacks, money laundering, public conflict of interests and improbity in the government or that regulate lobbying, political donations and contributions, public bidding and public contracting.

**"CVM"** means the Brazilian Securities Commission (*Comissão de Valores Mobiliários*).

**"CVM Filings"** has the meaning set forth in Section 8.1.24 of this Agreement.

**"Data Protection Laws"** means any Applicable Law currently in force regulating or relating to data protection and the processing of personal data and/or privacy, which applies to the Company and any Company Subsidiary (as the case may be).

**"Direct Claim"** has the meaning set forth in Section 10.3.1 of this Agreement.

**"Domiciliation Agreement"** means the administrative and accounting services agreement by and between the Company and ONE Luxembourg S.A., dated January 23, 2019.

**"Environmental Law"** means any Applicable Law relating to pollution or the protection of health, safety, natural resources or the environment or the storage, handling, disposal or release of or exposure to Hazardous Materials, which applies to the Company or any of the Company Subsidiaries (as the case may be).

**"Escrow Account"** has the meaning set forth in Section 2.5 of this Agreement.

**"Escrow Agent"** means JP Morgan Chase BANK, N.A.

**"Escrow Agreement"** has the meaning set forth in Section 2.5 of this Agreement.

**"Escrow Amount"** has the meaning set forth in Section 2.4(b) of this Agreement.

**"Essex"** has the meaning set forth in the preamble of this Agreement.

**"Essex VIII"** has the meaning set forth in the preamble of this Agreement.

"**Essex VIII-A**" has the meaning set forth in the preamble of this Agreement.

"**Essex VIII-B**" has the meaning set forth in the preamble of this Agreement.

"**Exchange Rate**" means (i) with respect to Brazilian Reais to Dollars, the Parties shall use the exchange rate equivalent to the average between the PTAX purchase rate and the PTAX sale rate published by the Brazilian Central Bank (*Banco Central do Brasil*) on the last Business Day immediately preceding the date of determination, (ii) with respect to Pesos, the implied Pesos to Dollars exchange rate for buying Dollar-denominated bonds in Pesos and then selling such Dollar-denominated bonds on international stock exchanges for Dollars (commonly known as "blue-chip swap" ("*contado con liquidación*") as published by *Ambito Financiero* or, if *Ambito Financiero* ceases to publish such exchange rate, *Cronista Comercial*, or if *Cronista Comercial* ceases to publish such exchange rate, *La Nación*); provided, however, that if such mechanism is not available then the "Exchange Rate" shall be the average exchange rate used in New York and Montevideo for the purchase of Dollars with Pesos, and (iii) with respect to local currency of any other country, the official seller's applicable exchange rate on the last Business Day immediately preceding the date of determination.

"**Executive Employee**" means the following members of the executive leadership team of the Company: [names redacted]

"**Fundamental Contracts**" means the contracts listed in Annex 1.1-III.

"**Fundamental Representations – Buyer**" means the representations and warranties provided in Section 9 of this Agreement.

"**Fundamental Representations – Sellers**" means the representations provided in Section 8.1.1 (Binding Effect); Section 8.1.2 (No-Contravention and Consents); Section 8.1.3 (Incorporation and Corporate Power), Section 8.1.4 (Execution, Delivery; Valid and Binding Agreements), Section 8.1.5 (No Breach) and Section 8.1.8 (Title to Shares, Capital Stock).

"**Governmental Authority**" means any (i) government, public and stock exchange authority (which for the avoidance of doubt shall include the CSSF and the stock exchange of the Grand Duchy of Luxembourg) and (ii): (a) federal, state or municipal government or any other political subdivision of the Federative Republic of Brazil or any other jurisdiction to which a particular Person is subject by reason of its headquarters, place of domicile or habitual business, (b) governmental, executive, regulatory, legislative, judicial or administrative entity or authority from the same jurisdictions indicated above, which includes, as regards items (a) and (b), their respective agencies, autarchies, self-regulatory entities, divisions, departments, councils, representations, agencies or commissions, (c) singular court, court, tribunal or judicial, administrative or arbitral body, or (d) any stock exchange or organized over-the-counter market with jurisdiction over either Party.

"**Hazardous Materials**" means any substance defined or listed in, or otherwise classified pursuant to, any Environmental Law to the extent applicable to the Company or a Company's Subsidiary as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances."

"**IFRS**" means International Financial Reporting Standards as in effect as of the date of this Agreement (unless otherwise expressly provided herein).

**"Indebtedness"** means, without duplication, the sum of (a) all obligations of the Company and the Company Subsidiaries (as consolidated with the Company) for borrowed money; (b) other indebtedness of the Company and the Company Subsidiaries (as consolidated with the Company) evidenced by notes, bonds, debentures, preferred equity certificates or other securities; (c) obligations of the Company and the Company Subsidiaries with respect to capitalized leases (as "capitalized leases" are determined pursuant to IFRS applied on a basis consistent with the Company Financial Statements on the date hereof and without giving effect to any modifications to IFRS); (d) all outstanding reimbursement obligations of the Company and the Company Subsidiaries (as consolidated with the Company) in respect of any letter of credit, banker's acceptance or similar credit transaction; (e) the deferred purchase price of assets (except for sale of inventory in the Ordinary Course), property (leased or owned); (f) all outstanding amounts owed by the Company and the Company Subsidiaries (as consolidated with the Company) under any swap, hedge, option or other derivative contract; (g) indebtedness of the types described in clauses (a) and (f), guaranteed, directly or indirectly, in any manner by Company or any Company Subsidiary (as consolidated with the Company); and (h) any interest or penalties owed or payable with respect to any indebtedness. For the avoidance of doubt, Indebtedness shall be determined by treating the Company and the Company Subsidiaries as a consolidated group, and shall not include Indebtedness between the Company and the Company Subsidiaries and between Company Subsidiaries.

**"Indemnified Party"** has the meaning set forth in [Section 10.2](#) of this Agreement.

**"Indemnifying Party"** means any Party required to pay to another Person indemnity for the Losses suffered by such Person, as provided in the Agreement.

**"Individual Seller"** has the meaning set forth in [Section 7.3](#) of this Agreement.

**"Insolvency Regulation"** means the Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings.

**"Insurance Policies"** has the meaning set forth in [Section 8.1.25](#) of this Agreement.

**"Intellectual Property"** means (a) patents and patent applications, industrial designs and industrial design applications, along with all reissues, divisions, continuations, continuations in part, renewals, extensions and reexaminations of any of the foregoing, and the inventions, improvements and discoveries therein or associated therewith; (b) trademarks, service marks, trade names, designs, emblems, logos, signs, slogans, trade dress, domain names, and other indicia of origin, any and all common Law rights therein or thereto, and all registrations and applications for registration of any of the foregoing and all renewals thereof, along with all of the goodwill of the business appurtenant thereto; (c) copyrights whether registered or unregistered and all copyrightable works and moral rights and Software and all registrations and applications for registration of any of the foregoing, including all renewals, restorations and extensions thereof; (d) all trade secrets and know how, and all other confidential and proprietary information that (i) derives independent economic value, actual or potential, from not being generally known to the public or to persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts to maintain its secrecy ("**Trade Secrets**"); (e) technical and non-technical information, formulae, techniques, sketches, drawings, models, inventions, designs, specifications, processes, apparatus, equipment, databases, research, experimental work, development, pharmacology and clinical data, Software programs and applications; (f) other intellectual

property, industrial or similar proprietary rights, whether registered, not registered or under registration process anywhere in the world; and (g) the right to sue for remedies against past, present and future infringement or unauthorized use of any of the foregoing, and for rights of priority and protection of interests therein under the Laws of any jurisdiction worldwide.

**"IPCA (IBGE) Inflation"** means Índice de Preços ao Consumidor – Amplo published by the Brazilian Institute of Geography and Statistics (Instituto Brasileiro de Geografia e Estatística) or, in case of temporary unavailability or discontinuance thereof, another Brazilian inflation rate replacing it, as agreed between the Parties.

**"Latest Balance Sheet"** has the meaning set forth in Section 8.1.11 of this Agreement.

**"Latest Financial Statements"** has the meaning set forth in Section 8.1.11 of this Agreement.

**"Law"** means any law, code, decree, regulatory requirement, rule, ordinance, instruction, letter, circular, deliberation, resolution, permit, judicial, arbitral or administrative decision, court order, order, or any other judicial, arbitral or administrative determination, treaty, directives, warrant, judgment, verdict, order, or any requirement published, promulgated, executed or imposed by any Governmental Authority, even if preliminary or interlocutory.

**"Leased Real Property"** has the meaning set forth in Section 8.1.27(a) of this Agreement.

**"Leases"** has the meaning set forth in Section 8.1.27(b) of this Agreement.

**"Liability"** means, with respect to any Person, any and all liabilities of any nature, whether accrued, absolute, fixed, contingent, liquidated, unliquidated or otherwise, and whether due or to become due, and whether or not required by generally accepted accounting principles to be set forth on the balance sheet of such Person, including any Tax liability.

**"Lien"** means, in relation to any corporate interest, property or asset, any mortgage, encumbrance, pledge, burden, right to participate in guarantee, restriction, assignment, option, preemptive right, claim, fiduciary agreement, third party right, lease or other liens or participation of any kind, in relation to such corporate interest, ownership or asset or on the revenue or profits resulting therefrom, or on any other rights, both political and economic, including (i) any right to participate in the revenues, profits, royalties, rents or other revenue that in any way is derived or can be attributed to such equity interest, ownership or asset, or any rights resulting therefrom, (ii) any acquisition, option or right to acquire such equity interest, ownership or asset, including through conditional sale or other property retention agreement or agreement, and (iii) any agreement to create or grant any of the rights set forth above.

**"Loss"** means any direct loss or direct damage, as well as any direct charge and/or direct expense (including, but not limited to, judicial deposits, warranties, reasonable attorneys' fees and expenses, administrative fees/costs, including those incurred during the conduct of any defense), as well as monetary correction, late and/or compensatory interest, fines and any other increases and/or penalties, which are effectively incurred by any Party. For the avoidance of doubt, the definition of Loss shall not comprise any consequential, indirect or moral damages, as well as any losses of profits or business opportunities, except for those indirect, consequential and moral damages and losses of profits or business opportunities actually paid by a Buyer Indemnified Party to a Third Party as a result of a Third Party Claim and which is subject to indemnification pursuant to Section 10 of this Agreement.

**"Luxembourg Companies' Law"** means the 1915 Law, the Luxembourg RCS Law and the Luxembourg Securities Laws.

**"Luxembourg Filings"** has the meaning set forth in [Section 8.1.24](#) of this Agreement.

**"Luxembourg Insolvency Event"** means any of the following events: (i) a situation of illiquidity (*cessation de paiements*) and absence of access to credit (*credit ébranlé*) within the meaning of Article 437 of the Luxembourg Commercial Code or any other insolvency proceedings pursuant to the Insolvency Regulation, (ii) bankruptcy (*faillite*) within the meaning of Article 437 of the Luxembourg Commercial Code, (iii) a controlled management (*gestion contrôlée*) within the meaning of the Luxembourg grand ducal regulation of 24 May 1935 on controlled management, (iv) a voluntary arrangement with creditors (*concordat préventif de la faillite*) within the meaning of the Luxembourg Law of 14 April 1886 on arrangements to prevent insolvency, as amended, (v) a suspension of payments (*sursis de paiement*) within the meaning of Articles 593 of the Luxembourg Commercial Code, or (vi) a judicial winding-up (*liquidation judiciaire*) pursuant to the Luxembourg Companies' Law.

**"Luxembourg RCS Law"** means the Luxembourg Law of 10 December 2002 on the business and companies' register, as well as the accounting and annual accounts of companies, as amended

**"Luxembourg Securities Law"** means, to the extent applicable, the European Union regulations with direct effect in Luxembourg, in particular the Market Abuse Regulation, and the rules and regulations of the Luxembourg Stock Exchange.

**"Mandatory Offer"** has the meaning set forth in [Section 7.1](#) of this Agreement.

**"Market Abuse Regulation"** means the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, as amended.

**"Material Adverse Effect"** means any event, change, circumstance, development, effect or facts occurred from this date until the Closing Date that has a material adverse effect on the business, operations or financial condition or results of the Company and its Subsidiaries whether individually or taken as whole; but shall not include any event, change, circumstance, effect or other matter resulting from or in any way related to (1) changes generally affecting businesses operating in the same industry and/or region as the Company and its Subsidiaries, to the extent its effects to the Company and its Subsidiaries are not disproportional if compared to the effects to other Persons in the same industry and/or region, (2) changes in financial markets, general economic conditions (including, but not limited to, prevailing interest rate, currency exchange rates and commodity prices) or political conditions, elections or corruption scandals, (3) force majeure, act of God, any outbreak, terrorism, acts of war, other hostilities or events of natural disasters, (4) changes in applicable Law or in any accounting principles adopted by the Company or any of the Subsidiaries or enforcement or interpretation thereof, (5) any action taken pursuant to this Agreement or at the request of Buyer (or consented by Buyer), or (6) the execution of this Agreement or the announcement or consummation of the transactions contemplated by this Agreement or other publicity with respect to any of the foregoing.

**"Material Contract"** has the meaning set forth in [Section 8.1.26](#) of this Agreement.

**"Material Subsidiaries"** means all Company Subsidiaries that have operations and all Company Subsidiaries that own interest in any such operating Company Subsidiaries.

"**Mazal**" has the meaning set forth in the preamble of this Agreement.

"**Non-Principal Subsidiaries**" means the Company Subsidiaries listed in Annex 1.1-IV.

"**Notice of Direct Claim**" has the meaning set forth in Section 10.3.1 of this Agreement.

"**Notice of Third Party Claim**" has the meaning set forth in Section 10.3.2.1 of this Agreement.

"**Ordinary Course**" means the ordinary course of the conduct of the business of the Company and the Company Subsidiaries, consistent with past customs and practices.

"**Ordinary Shares**" has the meaning set forth in Section 2.1 of this Agreement.

"**Owned Real Property**" has the meaning set forth in Section 8.1.27(a) of this Agreement.

"**Parties**" has the meaning set forth in the Preamble.

"**Parties' Conditions Precedent**" has the meaning set forth in Section 3.3 of this Agreement.

"**Party**" has the meaning set forth in the preamble of this Agreement.

"**Pending Claim**" means, on the date which is forty-five (45) Business Days prior to a Release date according to Section 2.5.3, any pending Claim which the respective Loss, if any, shall be indemnified by a Seller pursuant to Section 10.1.

"**Pending Indemnifiable Tax Loss**" means total estimated amount of indemnifiable Loss from the Claims in connection with the breach of the representation and warranty granted by the Sellers on Section 8.1.17 and Section 10.1(c) that are pending on the date of the respective Cap reduction.

"**Permits**" has the meaning set forth in Section 8.1.23 of this Agreement.

"**Person**" means any natural person or legal entity, firm, partnership, limited liability partnership, corporation, limited liability company, association, joint stock company, estate joint venture, investment fund, private pension fund, consortium, trust, condominium, universality of rights, or any other form of organization with or without legal personality or any Governmental Authority.

"**Pesos**" means Argentina pesos, lawful currency of the Republic of Argentina.

"**Proceeding**" has the meaning set forth in Section 8.1.19 of this Agreement.

"**Product**" has the meaning set forth in Section 8.1.15 of this Agreement.

"**Product Candidate**" has the meaning set forth in Section 8.1.15 of this Agreement.

"**Purchase Price**" has the meaning set forth in Section 2.3 of this Agreement.

"**Real Property**" has the meaning set forth in Section 8.1.27(a) of this Agreement.

"**Reference Form**" means the Reference Form (*Formulário de Referência*) of the Company for the years 2017, 2018 and 2019, made available at the website of CVM, which is attached hereto as Annex 1.1-V.

"**Registered**" has the meaning set forth in Section 8.1.18 of this Agreement.

"**Registered Intellectual Property**" has the meaning set forth in Section 8.1.18 of this Agreement.

**"Regulatory Authority"** means the Brazilian Regulatory Health Agency (*Agência Nacional de Vigilância Sanitária – ANVISA*), the Argentinean National and Provincial Ministry of Health, the Argentinean National Administration of Medicine, Food and Medical Devices ("ANMAT", by its acronym in Spanish), Instituto Nacional de Vigilancia de Medicamentos y Alimentos – INVIMA (Colombia), the Uruguayan Ministry of Public Health (Ministerio de Salud Pública), and any analogous Government Authority in any other jurisdictions in which the Company and the Company Subsidiaries operate.

**"Regulatory Authorization"** means any registration, authorization, approval, clearance, license, permit, certificate or exemption issued by any Regulatory Authority (including new drug applications, new drug submissions, investigational new drug applications, clinical trial applications, manufacturing approvals and authorizations, pricing and reimbursement approvals, labeling approvals, registration written notifications or their foreign equivalent) that are required for the research, development, manufacture, distribution, marketing, storage, transportation, use and sale of the products of the Company and the Company Subsidiaries.

**"Regulatory Laws"** means, to the extent applicable to the Company and the Company Subsidiaries (as the case may be), all Applicable Law relating to healthcare regulatory Laws, including, pharmaceutical products and medical devices and any and all other applicable cGMP and Laws issued by any Regulatory Authority that are applicable to the Company and/or the Company Subsidiaries, including any such Laws concerning: the marketing, import, export, sale, pricing, packaging, labelling, testing, distribution, use, handling and control, safety, efficacy, reliability, manufacturing, release of pharmaceutical product and any other activity related to pharmaceutical products and their registration, investigational use, premarket clearance, licensure or application approval, product listing, quotas, good manufacturing practices, good laboratory practices, good clinical practices, security requirements, record keeping and filing of reports.

**"Related Party"** means, with respect to any Person, any Affiliate, any shareholder and any officer, director, employee, spouse or immediate family member (first degree) of such Person.

**"Release"** has the meaning set forth in [Section 2.5.3](#) of this Agreement.

**"Remaining Shareholders"** means all holders of shares and/or BDRs of the Company other than the Sellers.

**"Remaining Shares"** means all shares and BDRs issued by the Company, except for the Shares.

**"Representatives"** means any officer, director, employee, agent, financial advisor, attorney, accountant and investment banker and shareholder.

**"Retention"** has the meaning set forth in [Section 2.5.4](#) of this Agreement.

**"Retention Notice"** has the meaning set forth in [Section 2.5.6](#) of this Agreement.

**"Robert"** has the meaning set forth in the preamble of this Agreement.

**"Roberto"** has the meaning set forth in the preamble of this Agreement.

**"Scheduled Intellectual Property"** has the meaning set forth in [Section 8.1.18](#) of this Agreement.

**"Sellers"** has the meaning set forth in the preamble of this Agreement.

**"Sellers' Conditions Precedent"** has the meaning set forth in Section 3.3 of this Agreement.

**"Seller Indemnified Party"** has the meaning set forth in Section 10.2 of this Agreement.

**"Sellers' Knowledge"** means the actual knowledge that any of [names redacted], each after due inquiry.

**"Shares"** has the meaning set forth in Section 2.1 of this Agreement.

**"Software"** means all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code form, and the documentation associated therewith.

**"Stock Option Plan"** means the 2017 stock-option plan of the Target amended and restated as of September 5, 2018.

**"Subsidiary"**, when used with respect to any Person, means any other Person of which (i) in the case of a corporation, at least (i.a) a majority of the equity or (i.b) a majority of the voting interests are owned or Controlled, directly or indirectly, by such first Person, by any one or more of such first Person's Subsidiaries, or by such first Person and one or more of such first Person's Subsidiaries or (ii) in the case of any Person other than a corporation, such first Person, one or more of such first Person's Subsidiaries, or such first Person and one or more of such first Person's Subsidiaries (ii.a) owns a majority of the equity interests thereof or (ii.b) has the power to elect or direct the election of a majority of the members of the governing body thereof.

**"Tax"** or **"Taxes"** means all taxes, contributions, social contributions, fees, charges, levies, penalties or other assessments of any kind whatsoever imposed by or under the authority of any Taxing Authority, in federal, state or municipal spheres, including, but not limited to, income, profits, premium, excise, sales, circulation, use, occupancy, gross receipts, franchise, ad valorem, severance, capital levy, production, transfer, withholding, social security taxes, social contribution taxes, payroll-related and property taxes, stamp, value-added, windfall profits, import duties and other taxes of any kind or of any nature imposed by a Taxing Authority, whether or not measured in whole or in part by net income, and including deficiencies, fines, interests, monetary correction, interest and penalties with respect thereto or attributable to any failure to comply with any requirement regarding any Applicable Law relating to Tax.

**"Tax Return"** means any return, declaration, form or report or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof, required by a Applicable Law to be filed with any Taxing Authority.

**"Taxing Authority"** means any federal, state or municipal Governmental Authority exercising any authority to levy, impose, assess, regulate or administer the imposition of any Tax.

**"Third Party"** means any Person who is not a Party, the Company or an Affiliate of a Party and/or the Company.

**"Third Party Claims"** has the meaning set forth in Section 10.3.2 of this Agreement.

**"Third Party Material Consents"** [commercially sensitive information redacted].

"**Trade Secrets**" has the meaning set forth in the definition of "Intellectual Property" in this Agreement.

"**Transaction**" has the meaning set forth in Section 2.1 of this Agreement.

"**UM Purchase Agreement**" means the Quota Purchase Agreement and Other Covenants entered into as of December 17, 2013, by and among Braveh 1 Holding Ltda., Robert, Roberto, Irene Alexandra Frutuoso Elias, United Medical Ltda., UM – Industria e Distribuidora de Medicamentos Ltda., the Company and Malka Weisberger Friedlander.

**1.2. Construction and Interpretation.** In this Agreement, unless the context otherwise requires:

- (a) words in the singular form include the plural and contrariwise and words in a gender include any gender,
- (b) a reference to this Agreement shall include any of its Schedules and references to Sections and Schedules are references to sections and schedules to this Agreement,
- (c) a reference to a party of a document includes the authorized successors and assignees of that party,
- (d) references to any document or instrument shall include all amendments and additions, substitutions, modifications, consolidations and supplements to said document, except as otherwise provided,
- (e) the titles were included solely for convenience and do not limit or affect the interpretation of this Agreement,
- (f) all references to Persons include their successors, beneficiaries and authorized assignees,
- (g) all Schedules to this Agreement are part of the Agreement and are incorporated by reference as if transcribed here, and
- (h) no phrase introduced by the terms "including," "includes," "in particular" or any similar expression shall be construed restrictively and shall not limit the meaning of words preceding such terms.

## **2. PURCHASE AND SALE OF SHARES**

**2.1. Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, the Sellers irrevocably and irreversibly commit to sell, assign and transfer to the Buyer and the Buyer irrevocably and irreversibly commits to purchase, acquire and receive from the Sellers, on the Closing Date: (i) forty eight million, one hundred and forty six thousand and eighty (48,146,080) ordinary shares issued by the Company ("**Ordinary Shares**"); and (ii) six million, two hundred and two thousand and six hundred and sixty-nine (6,202,669) BDRs issued by the Company, representing fifty-four million, three hundred and three hundred and forty-eight thousand, seven hundred and forty-nine (54,348,749) ordinary shares issued by the Company. The Ordinary Shares and the BDRs held by the Sellers are jointly referred to as the "**Shares**" and the aforementioned share purchase and sale transaction, the "**Transaction.**" The Shares represent, on the date hereof, 51.21% of the Company's issued and subscribed share capital (excluding BDRs held in treasury). The Shares are held by the Sellers in the proportion indicated below:

Seller	BDRs	Ordinary Shares	Shares	Percentage Issued Voting Shares (%)	Percentage Total Issued Capital Stock (%)
[Sellers' private information redacted]					

**2.1.1.** From this date until the Closing Date, each Seller undertakes, irrevocably and irreversibly, not to assign, sell, transfer or encumber all or part of the Shares owned by the Sellers nor any rights attached to such Shares (political and/or economic), including any preemptive rights.

**2.2. Transfer of Shares.** At the Closing Date, upon payment of the Purchase Price, the Sellers shall assign and transfer to the Buyer and the Buyer shall purchase and receive from the Sellers the Shares per the relevant instructions sent to the relevant financial institutions pursuant to the terms of the attached Schedule 2.2, as provided in Section 5.

**2.2.1.** The Shares shall be transferred to the Buyer free of any Liens, with all rights and advantages inherent to them, including, but not limited to, voting rights, right to dividends, interest on capital, as well as any other rights of any kind applicable to the Shares.

**2.3. Purchase Price.** In consideration for the acquisition of the Shares the Buyer shall pay to the Sellers, pursuant to Section 2.4, in cash, the fixed and determined amount of ten and ninety-six cents Brazilian Reais (R\$ 10.96) per Share, totaling a price for the acquisition of the Shares of five hundred ninety-five million, six hundred sixty-two thousand and two hundred and eighty-nine Brazilian Reais (R\$ 595,662,289) ("**Purchase Price**"), distributed among the Sellers as indicated in Schedule 2.3, by means of immediately available funds in US Dollars in the bank account held by the Sellers indicated in Schedule 2.2 of this Agreement or any other bank account indicated by any Seller to the Buyer. The Parties hereby agree that the Purchase Price shall be allocated amongst the Company and the Company Subsidiaries in accordance with the purchase price allocation set forth in Schedule 2.3.

**2.4. Payment of the Purchase Price.** The Purchase Price shall be paid by the Buyer to each Seller as follows:

(a) the amount equivalent in US Dollar to four hundred seventy-six million, five hundred twenty-nine thousand and eight hundred thirty-one Brazilian Reais (476,529,831) shall be paid to the Sellers on the Closing Date, as set forth in Section 2.3; and

(b) the amount equivalent in US Dollar to one hundred nineteen million, one hundred thirty-two thousand and four hundred fifty-eight Brazilian Reais (119,132,458) ("**Escrow Amount**") shall be deposited by the Buyer in the Escrow Account, in cash, by means of immediately available funds in US Dollar, which shall be held and released by the Escrow Agent in accordance with the terms of this Agreement and of the Escrow Agreement.

**2.4.1.** For purposes of converting Brazilian Reais (R\$) to US Dollars, the Parties shall use the Exchange Rate on the close of business of the Business Day immediately prior to the payment date.

**2.5. Escrow Account.** In order to secure compliance of the indemnification obligations of each Seller set forth in Section 10.1 of this Agreement, the Escrow Amount shall be deposited, on the Closing Date, in an escrow account with operational restrictions ("**Escrow Account**"), to be opened and held by the Sellers on their names on behalf of the Buyer with the Escrow Agent, subject to the rules of operation set forth in the escrow agreement draft attached hereto as Schedule 2.5, to be entered into by each Seller, the Buyer and the Escrow Agent on or prior to the Closing Date ("**Escrow Agreement**").

**2.5.1.** The amounts deposited in the Escrow Account shall be held and invested in accordance with the rules set forth in the Escrow Agreement, and shall be released (with the corresponding proportional investment income) pursuant to the terms and conditions set forth in the Escrow Agreement and in this Agreement.

**2.5.2.** The funds from the Escrow Account (including the net proceeds resulting from the investments thereof) shall be released by the Escrow Agent from the Escrow Account (i) at any time, against the receipt of a jointly written and jointly executed instruction from the Buyer and the relevant Seller (to which the release is related to), in the event of any Losses to be paid by the relevant Seller to a Buyer Indemnified Party according to Section 10 of this Agreement, or (ii) on the dates, terms and conditions established by Section 2.5.3, with no need of any notice, communication and/or Consent from any of the Parties.

**2.5.3.** Subject to Section 2.5.4, the amounts deposited in the Escrow Account shall be released to the Sellers as follows, unless otherwise agreed in writing by the Parties: (i) 1/3 of the Escrow Amount (including earnings) shall be released twelve (12) months from the Closing Date, (ii) 1/3 of the Escrow Amount (including earnings) shall be released twenty-four (24) months from the Closing Date, and (iii) the remaining 1/3 of the Escrow Amount (including earnings) shall be released thirty-six (36) months from the Closing Date (each, a "**Release**").

**2.5.3.1.** Any Release from the Escrow Account shall be made to the Sellers proportionally to each Seller's Shares, as per Schedule 2.3, duly reduced from any indemnification due by the relevant Seller as per Section 10 of this Agreement. For clarification purposes, a discount against any Release from the Escrow Account shall take into consideration the respective liability from each Seller in the specific Pending Claim. For example, a breach of this Agreement by a specific Seller cannot be deducted from the amount to be received by the remaining Sellers.

**2.5.4.** Any Release shall be made net of any amounts necessary to cover any Pending Claim, in accordance with Section 2.5.6 ("**Retention**").

**2.5.5.** Each Retention will remain in the Escrow Account and shall only be released to the Sellers or to the Buyer, as the case may be, upon (i) the rendering of a final arbitral or judicial decision for each such Pending Claim considered for the Retention, even if such final decision is reached after the third (3<sup>rd</sup>) anniversary of the Closing Date, or (ii) a joint written instruction from the Buyer and the applicable Seller.

**2.5.6.** In case any Retention is to be made in relation to any Release, the Buyer shall send to the relevant Seller, forty-five (45) Business Days prior to the date of any such Release, a written notice informing (i) the Pending Claims which are the basis for the Retention, (ii) the individual amount of each Pending Claim, and (iii) the total amount of the Pending Claims on the date of such report ("**Retention Notice**"). In the event the Buyer fails to timely send to the Sellers the Retention Notice within the terms and conditions set forth in Section 2.5.6, then the Retention shall be considered as amounting to zero US Dollars (US\$ 0.00).

**2.5.6.1.** The Retention Notice, shall include all related documents and materials setting forth the basis for the Pending Claims and the total amount of the Pending Claim, which shall set forth the Buyer's good faith estimate of the amount of the Pending Claim having regard to the definition of Loss and the other indemnification principles set forth in this Agreement.

**2.5.6.2.** The Sellers shall have fifteen (15) Business Days to review the Retention Notice. Sellers may notify the Buyer, in writing and within the term above, their disagreement and, if possible, the amount to be released they deem to be correct. The failure by the Sellers to notify the Buyer of their disagreement within the terms and conditions set forth herein shall be deemed as an acceptance of the Retention Notice as originally remitted to the Sellers.

**2.5.6.3.** If the Sellers notify the Buyer their disagreement, the Parties shall have fifteen (15) Business Days as from the receipt of such disagreement notice to negotiate in good faith and reach an agreement.

**2.5.6.4.** If the Parties do not reach an agreement within such fifteen (15) Business Days period, the Retention shall be made in accordance with the following: (i) for Claims made by a Governmental Authority, the estimated claimed amount shall be the actual amount of taxes, penalties, fines and interest set forth in the respective Pending Claim, and (ii) for any other Pending Claim the Parties shall:

(a) jointly engage a third party ("**Expert**") to determine the estimated amount of the Pending Claim. The Expert shall be a law firm that has not rendered any services to any of the Parties or its Affiliates and former Affiliates in the previous two (2) years;

(b) the Expert shall present its report within twenty (20) days from its engagement. The Parties shall only contact the Expert in the presence of all other Parties and the Expert report shall be delivered to all Parties at the same time. The estimated amount of the Pending Claim as determined by the Expert shall not be lower than the amount indicated by the Sellers nor greater than the amount indicated by the Buyer. The report issued by the Expert shall be final and binding to the Parties; and

(c) the fees and expenses of the Expert shall be borne equally (50% to Buyer and 50% to Sellers) by the Parties.

**2.5.6.5.** The Parties hereby undertake to notify the Escrow Agent on the applicable release date requesting the release to the Sellers of any undisputed amount.

**2.5.6.6.** The Parties and the Company shall cooperate with each other and with the Expert for purposes of this Section, as well as provide access to any documents, information, officer, employee, auditor or advisor it requires to complete the revision of the Pending Claims' report.

**2.5.7.** The initial cost to set up the Escrow Account shall be borne fifty percent (50%) by the Sellers and fifty percent (50%) by the Buyer. All subsequent costs for the maintenance of the Escrow Account and/or any Taxes levied on the investments made under the Escrow Account, if any, shall be paid directly from the funds deposited in the Escrow Account.

**2.5.8.** If there is any discrepancy between the Escrow Agreement and this Agreement, the terms of this Agreement shall prevail.

### **3. CONDITIONS PRECEDENT**

**3.1. Conditions Precedent of the Parties.** The obligation of the Parties to consummate the Transaction upon Closing is subject to the fulfillment of the following conditions ("**Parties' Condition Precedent**"): (i) no Governmental Authority or federal or state court of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, judgment, injunction or other order (whether temporary, preliminary or permanent), in any case, which is in effect and prevents or prohibits consummation of the Transaction, and (ii) no Governmental Authority shall have instituted any action or proceeding before any court or other Governmental Authority of competent jurisdiction seeking to enjoin, restrain or otherwise prohibit consummation of the Transaction.

**3.2. Conditions Precedent of the Buyer.** The obligation of the Buyer to consummate the Transaction upon Closing is subject to the fulfillment of the following conditions precedent ("a" to "f") (unless waived (to the extent permitted by Applicable Law) by the Buyer in its sole discretion), each of which is for the exclusive benefit of the Buyer ("**Buyer's Conditions Precedent**"):

(a) [commercially sensitive information redacted]

(b) [commercially sensitive information redacted]

(c) each of the Fundamental Representations – Sellers shall be true and correct in all respects as of the Closing Date, as updated per Section 3.2.2 of this Agreement, provided, however, that in no event shall the number of Shares sold to the Purchaser pursuant hereto be less than 51.21% of

the total issued and outstanding capital stock of the Company, excluding BDRs held in treasury, regardless of which Seller owns such capital stock as of the Closing Date;

(d) no Material Adverse Effect on the Company and the Company Subsidiaries, taken as a whole, shall have occurred due to the breach, violation or inaccuracy of the representations and warranties granted by the Sellers in Section 8.1 of this Agreement, as updated per Section 3.2.2;

(e) there shall have not been any Material Adverse Effect on the Company and the Company Subsidiaries, taken as a whole, prior to the Closing Date; and

(f) there shall have not been any Material Adverse Effect on the Company and the Company Subsidiaries, taken as a whole, resulting from the non-performance and/or non-compliance by the Sellers of the material covenants required to be performed and complied with by them under this Agreement prior to the Closing or on the Closing Date.

**3.2.2.** The Sellers shall have the right to, at any time up to the Closing (and including the Closing Date), update the schedules and exhibits to Section 8 to the extent such update reflects matters: (i) occurred after the date hereof, (ii) not of the Sellers' Knowledge prior to the date hereof, or (iii) allowed or required under this Agreement, including pursuant to Section 4.4, provided that no such updates shall be taken into account for the purposes of determining any of the indemnification obligations of the Sellers contained in Article 10 hereof.

**3.3. Conditions Precedent of the Sellers.** The obligation of the Sellers to consummate the Transaction upon Closing is subject to the fulfillment of the following condition precedents ("a" to "b") (unless waived (to the extent permitted by Applicable Law) jointly by the Sellers in their sole discretion), each of which is for the exclusive benefit of the Sellers ("**Sellers' Conditions Precedent**" and, jointly with the Parties' Conditions Precedent and the Buyer's Conditions Precedent, the "**Conditions Precedent**");

(a) each of the Fundamental Representations – Buyer shall be true, correct and complete in all respects as of the Closing Date, and

(b) the Buyer shall have performed or complied in all material respects with all material covenants required to be performed and complied with by them under this Agreement prior to the Closing or on the Closing Date.

**3.4 Waiver of Conditions Precedent to Closing.** The Buyer may, in its sole discretion and to the extent permitted by the Applicable Law and without affecting any of the indemnification rights provided in Section 10 of this Agreement, waive in writing, in whole or in part, any of the Buyer's Conditions Precedent, and the Sellers, jointly, may in their sole discretion and to the extent permitted by Applicable Law and without affecting any of the indemnification rights provided in Section 10 of this Agreement, waive in writing, in whole or in part, any of the Sellers' Conditions Precedent. Any waiver by a Party of a Condition Precedent does not imply, and shall not be construed as, a waiver of any other Condition Precedent that has not been expressly waived in writing by such Party or any of such Party's rights set forth herein.

## **4. COVENANTS**

**4.1. Closing Acts.** Subject to the terms and conditions provided in this Agreement (and without limiting the specific obligations of any Party hereunder), the Parties covenant and agree that they shall cooperate in a timely manner with each other with respect to taking any actions

that may be necessary and proper or advisable under Applicable Law to expeditiously satisfy the Conditions Precedent.

**4.2. Notice of Certain Events.** Each of the Parties hereby covenants and agrees that it will promptly notify the other Party in writing, if any of the following events occurs between the date hereof and the Closing Date:

(a) any fact, circumstance, event or action the existence, occurrence or taking of which (i) has resulted in, or would reasonably be expected to result in, the failure of the applicable Party to satisfy any of the applicable Conditions Precedent required to be satisfied by such Party; or (ii) in the case of the Company or any Company Subsidiary on or prior to the Closing, has had a Material Adverse Effect on the Company or any of the Company Subsidiaries;

(b) any written notice from any Person alleging that the Consent of such Person is or may be required in connection with the Transaction;

(c) any notice or other communication from any Governmental Authority in connection with the Transaction; provided, however, that any notice or other communication from any Antitrust Agency will be subject to Section 6; and

(d) any Claim that is instituted or, to the Sellers' Knowledge, threatened, against such Party to restrain, prohibit or otherwise challenge the legality of any Transaction.

**4.3. Conduct of Business of the Company and the Company Subsidiaries.** Each Seller hereby covenants and agrees to cause the Company and the Company Subsidiaries to comply with the covenants listed below, from the date hereof until the Closing Date, unless expressly contemplated in this Agreement or otherwise consented to by the Buyer in writing:

(e) the Company and the Company Subsidiaries shall continue to conduct its business in the Ordinary Course, on an arm's-length basis and in compliance with all Applicable Laws in all material respects;

(f) the Company and the Company Subsidiaries shall use their commercially reasonable efforts in accordance with the Ordinary Course to maintain the current relationships of the Company and the Company Subsidiaries with their respective material suppliers, manufacturers, Executive Employees, distributors and, customers that are material to the operation of the business of the Company and the Company Subsidiaries in the Ordinary Course;

(g) maintain (i) all material assets and properties of, or used by, the Company and the Company Subsidiaries, in their current condition, except for the natural wear and tear and except for sale of inventory in the Ordinary Course; and (ii) the insurance policies currently in place;

(h) keep the books, accounts and records of the Company and the Company Subsidiaries in the Ordinary Course, in all material respects; and

(i) comply with the obligations provided in the Material Contracts, in all material respects.

**4.4. Non-Authorized Acts.** Each Seller hereby covenants and agrees that it will, and will cause the Company and the Company Subsidiaries to, from the date hereof until the Closing Date, unless expressly contemplated herein or otherwise consented to by the Buyer in writing (which Consent shall not be unreasonably denied), to refrain from taking any of the acts described in this

Section 4.4 to occur. For avoidance of doubts, the acts listed below shall apply to the Company and the Company Subsidiaries in all respects:

(a) materially amend or propose to materially amend any governing document of the Company (including the bylaws and the corporate domicile) or any Company Subsidiary;

(b) issue or sell, or take any action in furtherance of the registration of the issuance of and sale of, any additional shares of, or any options, warrants, conversion privileges or rights of any kind to acquire any shares of, any capital stock of the Company Subsidiaries;

(c) issue or take any action in furtherance of the registration of the issuance of any additional shares of the capital stock of the Company;

(d) sell or take any action in furtherance of the sale of, or grant any options, warrants, conversion privileges or rights of any kind to acquire any treasury shares of the Company;

(e) redeem, buy-back, purchase or acquire or offer to acquire, directly or indirectly, any shares of capital stock or other securities of the Company and/or the Company Subsidiaries;

(f) split, combine or reclassify any outstanding shares of capital stock, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to shares of the capital stock of the Company and the Company Subsidiaries;

(g) (A) incur, assume or guarantee any Indebtedness or guarantees of Indebtedness for borrowed money or issue any debt securities other than in the Ordinary Course in any single transaction in excess of R\$ [amount redacted] or, together with all other such transactions, in excess of R\$ [amount redacted] in the aggregate or (B) sell, lease, assign, license, pledge, Lien, transfer or otherwise dispose of any of its material assets or properties, including the Company Intellectual Property, in any single transaction in excess of R\$ [amount redacted] or, together with all other such transactions, in excess of R\$ [amount redacted] in the aggregate except for the sale of inventory in the Ordinary Course;

(h) make any capital expenditure outside the Ordinary Course or in excess of R\$ [amount redacted] in the aggregate;

(i) acquire (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) any material assets, corporation, partnership, joint venture, limited liability company or other business organization or division or material assets thereof in excess of R\$ [amount redacted] in the aggregate, except for the acquisition of inventory in the Ordinary Course, or adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization (it is clarified that this provision expressly includes any merger between Company Subsidiaries);

(j) enter into any transaction with any Related Party (other than any employment or consulting engagement arrangements with customary and arm's-length terms in the Ordinary Course);

(k) enter into, settle, compromise, amend, terminate (other than for cause) or waive any rights relating to any Material Contract, and/or any litigation or arbitration (i) in excess of [amount redacted] R\$ or (ii) related to any Intellectual Property of the Company Subsidiaries or a litigation related to any Intellectual Property of the Company Subsidiaries;

(l) approve, change or amend any stock option plan of the Company and the Company Subsidiaries, except for the Stock Option Plan;

(m) except for the D&O insurances, terminate (and fail to replace) any of the insurance policies currently in force relating to the coverage of the Material Contracts;

(n) enter into, modify or terminate any employment, severance or similar Contract with or solicit for future service any Executive Employee or officer, or grant or pay (other than in the Ordinary Course) any bonuses, salary increases, severance or termination pay or other material increase in benefits to any Executive Employee or officer of the Company or any of the Company Subsidiaries, except for Schedule 4.4(n);

(o) make any (i) Tax election, (ii) change in any Tax or financial accounting methods, accounting period (including the fiscal year), principles, practices or elections from those used in the preparation of the latest Tax Returns or Annual Financial Statements or Latest Financial Statements except as required by IFRS or the statutory accounting principles and practices prescribed or permitted by the domiciliary state of the relevant Person, or settle or finally resolve any Tax controversy involving the Company and/or the Company Subsidiaries in excess of [amount redacted] R\$ or (iii) amendment to any Tax Return, except if necessary to comply with Applicable Law; provided, however, that the Sellers shall cause the Company to notify the Buyer if such amendment occurs;

(p) take any action knowing that such action would render, or was reasonably expected to render, any representation or warranty made by the Sellers in Section 8.1 of this Agreement untrue or inaccurate at the Closing;

(q) enter into any contract that contains a covenant restricting or limiting the ability of any of the Company and/or the Companies Subsidiaries to (i) hire any Person; (ii) conduct or compete in any line of the business; or (iii) trade or compete with any Person in any geographical area or during any period of time, including exclusive dealing arrangements;

(r) cease or modify the current use or purpose assigned by the Companies Subsidiaries to each of the Real Property in any material respect; and

(s) agree or commit to do any of the foregoing actions prohibited by this Section 4.4.

**4.5. Amendment to the Domiciliation Agreement.** The Sellers shall use their commercially reasonable efforts to cause the Company to amend the Domiciliation Agreement with One Luxembourg.

**4.6. Third Party Material Consents.**

[commercially sensitive information redacted]

**4.7. Stock Option Plan and Bonus.** [commercially sensitive information redacted]

**4.8. No Negotiations, Etc.** Prior to the Closing, the Sellers shall not, directly or indirectly, through any Representative or otherwise, solicit, consummate, tender, vote for, initiate or enter into any discussions or negotiations with, or provide any information to or otherwise cooperate in any other way with, or facilitate or encourage any effort to attempt to, or enter into any discussions, agreement, negotiations or understanding with, any Person or group of Persons directly or indirectly relating to the Transaction.

**4.9. Public Announcements.** Unless otherwise required by Applicable Law or applicable rules and regulations of the stock exchange on which the securities of the releasing Party or its Affiliates are listed (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the Transaction or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

**4.10. No Illegal Payments.** Each Seller hereby covenants and agrees with the Buyer that, from the date hereof until the Closing:

(a) The Sellers will not, and shall cause each of the Company and the Company Subsidiaries and their Representatives not to, offer, pay, promise to pay or authorize the giving of anything of value, to an official of a political party or a candidate for political office, in order to influence any act or decision of such official, party or candidate, or to secure any other improper advantage;

(b) The Sellers will, and shall cause each of the Company and the Company Subsidiaries to, comply with and maintain reasonable policies and procedures to comply with Laws relating to illegal payments and bribes, including Corruption Laws;

(c) The Sellers will, and shall cause each of the Company and the Company Subsidiaries to maintain, in all material respects, books and records that accurately and completely reflect, according to Applicable Laws, the nature and purpose of all payments and transactions made or received by the Company or the applicable Company Subsidiaries, as applicable, which books and records shall include no false or fictitious entries, including relating to any offer, payment, promise to pay or authorization of the payment of any money, or offer, gift, promise to give or authorization of the giving of anything of value, which is a bribe, kickback or other illegal or improper payment in violation of Corruption Laws. The Sellers agree and shall cause the Company and each Company Subsidiary to cooperate with the Buyer in any inquiry or investigation of any illegal payment; and

(d) The Seller shall promptly inform the Buyer in writing of the occurrence of any event that, to the Seller's Knowledge, gives rise to a breach of this Section 4.10.

**4.11. Access and Information.** The Sellers hereby covenant with the Buyer that from the date hereof and until the Closing Date, they shall cause the Company to provide the Buyer and its authorized Representatives reasonable access to, upon advanced notice of at least two (2) Business Days and during regular business hours, (i) the books, financial, records and other data and documents relating to the financial position, operation, business and/or assets of the Company and the Company Subsidiaries, including any information and documents on the Material

Contracts and the real estate properties relating to such Material Contracts, provided that such information is in the possession of the Company; and (ii) the officers, directors, employees and auditors of the Company and/or the Company Subsidiaries.

**4.11.1** The Buyer acknowledges and agrees that (i) the access granted to the Buyer under Section 4.11 shall be reasonable and should not disturb the day-to-day activities of the Company and/or the Company Subsidiaries; (ii) the Company and the Company Subsidiaries will limit access to competitively sensitive information (including information subject to confidentiality provisions) that, on the advice of the legal counsel to the Company, the Company and the Company Subsidiaries cannot share with the Buyer without violating Applicable Laws or contractual obligations; and (iii) all access will be arranged through, and shall be conducted in the presence of, representatives of the Sellers and the Company.

**4.12. Further Assurances.** Following the Closing, if applicable, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transaction occurring at the Closing.

## **5. CLOSING**

**5.1. Closing.** Upon fulfillment of the Conditions Precedent, and subject to the terms and conditions of this Agreement, the consummation of the Transaction ("**Closing**") shall occur at Lobo & Rizzo Advogados, located at Avenida Brigadeiro Faria Lima, No. 3,900, 12<sup>th</sup> floor, in the City of São Paulo, State of São Paulo or at another location agreed by the Parties, at the date and time agreed between the Sellers and the Buyer. The closing date ("**Closing Date**") shall occur on the first (1<sup>st</sup>) calendar day after the Consent Deadline, provided that the Sellers had delivered a notice to the Buyer confirming that all Buyers' Conditions Precedent to the Closing have been fulfilled or waived (to the extent permitted by Applicable Law) by the Buyer, other than those Conditions Precedents which by their terms are to be fulfilled at the Closing. The Parties shall use their commercial reasonable efforts to have the Closing as soon as possible after the Consent Deadline.

**5.2. Closing Acts.** Subject to the terms and conditions of this Agreement, on the Closing Date the following acts shall be performed by the Parties, it being understood that the performance thereof shall be deemed simultaneous and no such actions shall be deemed taken nor any such documents deemed executed or delivered until all have been taken, executed and delivered ("**Closing Acts**"):

- (a) transfer of the Shares by the Sellers to the Buyer, in accordance with Section 2.2 above;
- (b) payment of the Purchase Price by the Buyer to the Sellers, in accordance with the distribution provided in Section 2.1;
- (c) the Sellers shall deliver to the Buyer (i) resignation letters substantially in the form attached as Schedule 5.2(c)(i) to this Agreement, validly signed by the directors of the Company and the Company Subsidiaries specified in writing by the Buyer prior to Closing, in each case with effect as of the Closing Date, with full and unlimited release and discharge with respect to the period such Persons occupied the position of directors of the Company and the Company Subsidiaries; and (ii) signed resolutions of the Company and the Company Subsidiaries, as applicable, (x) acknowledging the resignation of such directors of the Company and the Company

Subsidiaries, (y) granting full and unlimited release and discharge to such directors with respect to the period such Persons occupied the position of directors of the Company and the Company Subsidiaries, and (z) appointing the new members of the Board of Directors of the Company and the Company Subsidiaries, as applicable, in accordance with Schedule 5.2(c)(ii)(z);

(d) delivery by each Seller to the Buyer of a statement confirming that all representations and warranties made by such Seller in Section 8.1 of this Agreement (except for the Fundamental Representations – Sellers and considering any update made as per Section 3.2.2) are true and correct in all material respects on the Closing Date;

(e) delivery by each Seller to the Buyer of a statement confirming that all Fundamental Representations – Seller made by such Seller in Section 8.1 of this Agreement (considering any update made as per Section 3.2.2) are true and correct as of the Closing Date;

(f) the Company shall deliver to the Buyer the corporate certificates, registrations, resolutions and similar documents in respect of the Company and the Company Subsidiaries set forth in Schedule 5.2(f), which shall be valid for at least fifteen days (15) days after Closing;

(g) except as set forth in Schedule 5.2(g), the Sellers and the Company shall terminate, or cause to be terminated, all Contracts (including powers-of-attorney) between Sellers or any of their Affiliates (other than the Company or any Company Subsidiary) on the one hand, and any of the Company or any Company Subsidiary, on the other hand, effective as of the Closing, in each case without any penalty or obligation for the Company or any Company Subsidiary; and

(h) delivery by the Buyer to the Sellers of a statement confirming that all representations and warranties made by the Buyer in Section 9.1 of this Agreement are true and correct on the Closing Date.

**5.2.1.** All acts of the Closing will be considered as having been practiced simultaneously. In addition, all Closing Acts constitute part of the Transaction as agreed between the Parties, therefore, as a consequence, if any of the Closing Acts is not performed, any other Closing Acts that may be performed shall be considered null and void unless the Parties expressly waive such nonperformance.

## **6. NOTIFICATION TO THE ANTITRUST AGENCIES**

**6.1. Submission.** Approval of the Transaction by applicable Antitrust Agencies shall not constitute a condition precedent for Closing, including for purposes of Section 3.1.

**6.1.1.** The Parties agree that, if required by the Buyer and to the extent required by the applicable antitrust Law, they shall jointly prepare and file, prior to or following the Closing, any necessary antitrust filing before the Antitrust Agency ("**Antitrust Filing**") within the time periods mandated by applicable Law. The Parties will jointly respond as promptly as practicable to all requests or inquiries received from any Governmental Authority for additional documentation or information, but in any event within the deadline provided by the Governmental Authority. Any communication with the Antitrust Agency shall be made jointly by the lawyers of the Parties, unless otherwise prior agreed by the Parties.

**6.2. Necessary information.** The Parties undertake not to delay or obstruct (and to cause their legal advisors involved in the Antitrust Filing not to delay or obstruct), and to cooperate with each other in the preparation of the communication to the Antitrust Agencies and shall timely

provide to such Antitrust Agencies, as requested and as soon as possible, with all documents and information necessary to obtain the necessary approvals. To the extent permitted by Applicable Law, each Party will promptly notify and provide copy to the other Parties of any communication, filing or correspondence it or any of its Affiliates receives from any Antitrust Agency relating to the matters that are subject to this Agreement and the Transaction contemplated hereby, and permit the other Parties to review in advance, to the extent permitted by Applicable Law, any proposed communication by such Party to any Antitrust Agency. To the extent permitted by Applicable Law, any communication with the Antitrust Agency shall be made jointly by the lawyers of the Parties, unless otherwise prior agreed by the Parties and each Party will provide the other Parties with advance notice of and, to the extent permitted by such Antitrust Agency, give the other Parties the opportunity to attend and participate in any meeting with any Antitrust Agency in respect of any filings, investigations, or other inquiries.

**6.3. Costs.** The Parties agree that all costs and expenses involved in connection with the Antitrust Filings (except for any legal fees incurred exclusively by the Sellers, in their sole discretion) shall be borne by the Buyer.

**6.4. Antitrust Approval after Closing.** In the event an Antitrust Filing may be pursued after the Closing of the Transaction, the Sellers shall not be adversely affected by any eventual rejection of the Transaction and/or subordination or conditioning of the Transaction made by any Antitrust Agency. The Buyer shall have exclusive responsibility to comply with any subordination or condition to the Transaction set forth by the Antitrust Agencies, and in case of a full rejection, the Buyer shall have exclusive responsibility to transfer the Shares to another buyer and to obtain any approval of the Antitrust Agencies that may be applicable to such transfer. The Buyer irrevocably and unconditionally agrees to indemnify on demand Sellers and to keep Sellers harmless from and against any Loss that any of Sellers may suffer or incur arising out of, in connection with, relating to or as a result of any eventual rejection of this Transaction and/or subordination or conditioning of this Transaction made by the Antitrust Agencies.

## **7. ADDITIONAL OBLIGATIONS AFTER CLOSING**

**7.1. Mandatory Offer.** The Buyer (i) agrees to comply with the provisions of the Bylaws of the Company regarding the obligation to launch a tender offer to the Remaining Shareholders for the acquisition of all Remaining Shares, pursuant to Article 12 of the Bylaws ("**Mandatory Offer**") and (ii) undertakes, irrevocably and irreversibly, to notify the Company with respect to the acquisition of the Shares immediately after the Closing of the Transaction and to perform the Mandatory Offer, observing the Company's Bylaws and the Applicable Law.

**7.2. Costs.** All costs and expenses in connection with the Mandatory Offer shall be borne exclusively by the Buyer (including, but not limited to, the expert report referred to in Article 12.3 of the Company's Bylaws).

**7.3. Agreement Not to Compete.** Each of Robert Friedlander and Roberto Luiz Guttman (each, an "**Individual Seller**" and collectively, the "**Individual Sellers**") acknowledge and agree that the non-competition obligation set forth in Section 13 of the UM Purchase Agreement is still in full force and effect pursuant to the terms described therein and is enforceable by the Company against such Individual Sellers in accordance with the terms of the UM Purchase Agreement.

**7.4. Agreement Not to Solicit.** From the Closing Date and until the third anniversary of the Closing Date, the Sellers shall not, without the prior written consent of the Buyer, directly or

indirectly attempt to hire away any Executive Employee to persuade any such Executive Employee to leave employment with the Company or the applicable Company Subsidiary, except (i) as mutually agreed upon in writing by such Seller and the Buyer, (ii) for general solicitations and recruitment notices not targeted to employees of the Company or any of its Affiliates who perform services on behalf of the Company or any of its Affiliates, and (iii) for solicitation of any Executive Employee who has departed from the Company or its Subsidiaries twelve (12) months prior to the date of such solicitation.

## **8. REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

**8.1. Sellers' Representations and Warranties.** Each Seller represents and warrants to the Buyer, severally, but not jointly, as of the date hereof and as of the Closing Date (including):

**8.1.1. Binding Effect.** This Agreement is validly executed and constitutes a legal, valid and binding obligation against each Seller, enforceable against each Seller in accordance with its terms and conditions.

**8.1.2. No-Contravention and Consents.** The signature and performance of this Agreement by each Seller: (i) shall not be in breach of, or result in a breach, nor shall constitute default in respect of any provision of Law or agreement to which such Seller is subject to, nor of any court decision, warrant, order or permit to which such Seller is subject to, (ii) will not affect the ownership, possession or title of the Shares held by each Seller, and (iii) except as set forth in Schedule 8.1.2 and with due observance to Section 6, do not require any Consent for the Sellers.

**8.1.3. Incorporation and Corporate Power.** The Company is a public limited liability company (*société anonyme*) duly organized, validly existing and in good standing under the Laws of the Grand-Duchy of Luxembourg. Each of the Material Subsidiaries is duly organized, validly existing and in good standing under the Laws of the respective country of incorporation. Each of the Sellers' has the requisite corporate power and authority to enter into and perform its respective obligations under this Agreement and each of the Sellers has corporate power and authority to execute each of the agreements, instruments and other documents relating to the Transaction. The Articles of Incorporation, Bylaws, limited liability company agreement and similar governing documents for the Company and each of the Company Subsidiaries listed in Schedule 8.1.3-A, which were furnished to the Buyer prior to the date hereof, reflect all amendments made thereto and are correct and complete. To the Sellers' Knowledge, neither the Company nor any of the Company Subsidiaries is in material violation of any of the provisions of its governing documents. The Company and each of the Company Subsidiaries is qualified to do business as a foreign corporation in every jurisdiction in which the nature of its business or its ownership of property requires it to be so qualified under the Applicable Law to which the Company or the respective Company Subsidiary is subject to. Schedule 8.1.3-B lists each jurisdiction in which the Company or the Company Subsidiaries is commercially domiciled and each jurisdiction in which the Company or the Company Subsidiaries is qualified to do business as a foreign corporation.

**8.1.4. Execution, Delivery; Valid and Binding Agreements.** The execution, delivery and performance by each Seller of this Agreement, and the consummation, by each Seller, of the Transaction, have been duly and validly authorized by all requisite corporate action of the respective Seller. This Agreement has been duly executed and delivered by the Sellers, and constitutes the legal, valid and binding obligation of the Sellers, enforceable in accordance with its

respective terms, except to the extent that enforceability thereof may be limited by bankruptcy, insolvency, reorganization and other similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity. Each agreement, instrument and other document executed by the applicable Seller in connection with the Transaction, which are listed in Section 5.2, constitutes or, when entered into by the relevant Seller, will constitute a legal, valid and binding obligation of the respective Seller, enforceable against such Seller in accordance with its respective terms, except to the extent that enforceability thereof may be limited by bankruptcy, insolvency, reorganization and other similar Applicable Laws affecting the enforcement of creditors' rights generally and by general principles of equity.

**8.1.5. No Breach.** Assuming the execution, delivery and performance by the Sellers of this Agreement, the execution, delivery and performance by each of the Sellers of each of the agreements, instruments and other documents relating to the Transaction to which the Sellers is or will be a party, and the consummation by Sellers of the Transaction, do not conflict with or result in any breach of any of the provisions of, constitute a default under, result in a violation of, or result in the creation of a right of termination or acceleration or any Lien upon, any of the Shares under the provisions of (a) any Contract, license or permit by which the applicable Seller is bound to, (b) the governing documents, any shareholders agreement or any duly adopted stockholder, member or director resolution of the Company or any Company Subsidiary or (c) any Laws to which the applicable Seller is subject, or give any Governmental Authority the right to challenge the Transaction, except, in each case, as is not reasonably likely to materially impair, delay or prevent the consummation of the Transaction.

**8.1.6. Books and Records.** The corporate books of the Company and the Company Subsidiaries contain a complete and accurate record of all the meetings of the management body (and of any committee thereof) and of the shareholders members of such companies that are required to be recorded by the Applicable Law, and properly reflect all decisions and transactions required to be recorded by Law in all material respects.

**8.1.7. Subsidiaries.** Schedule 8.1.7 lists the name and jurisdiction of incorporation or formation of each of the Company Subsidiaries. Except as disclosed in Schedule 8.1.7, neither the Company nor any Company Subsidiary (a) owns, of record, beneficially or otherwise, directly or indirectly, any shares of capital stock or securities convertible into capital stock of another corporation or any ownership or participating interest in any partnership, limited liability company, joint venture or other non-corporate business enterprise, (b) Controls, directly or indirectly, any other entity, other than the Company Subsidiaries; or (c) has any contractual obligation to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any other Person that is not a Company Subsidiary, other than as a financial investment or in the Ordinary Course. All capital increases made by the Company in the Company Subsidiaries were made in compliance with the Applicable Laws and were duly registered or in the process of being registered pursuant to Applicable Law.

**8.1.8. Title to Shares; Capital Stock.** The capital stock of the Company fully subscribed and paid in consists of 106,622,306 ordinary shares, representing one hundred per cent (100%) of the total voting capital stock of the Company. The Shares are validly held by the Sellers as indicated in Section 2.1. The total issued and outstanding capital stock of the Company is set forth in Schedule 8.1.8. All of the issued and outstanding shares of capital stock of the Company (including the Shares) are duly authorized, validly issued, outstanding and fully paid in. The

Shares are free and clear of any Liens, other than the Liens set forth in the Company's Shareholders Agreement, which shall be terminated upon Closing. The capital stock of the Company each Company Subsidiary, and the number of issued and outstanding shares of capital stock, and capital stock held in treasury, as the case may be, by the Company and each Company Subsidiary, are set forth in Schedule 8.18. All issued and outstanding shares of capital stock or membership interests, as the case may be, of the Company Subsidiaries are owned, directly or indirectly, beneficially and of record, by the Company or another Company Subsidiary, free and clear of all Liens. All of the issued and outstanding shares of the capital stock of the Company and each of the Company Subsidiaries (i) are duly authorized, validly issued, fully paid and nonassessable, (ii) were offered, sold, issued and delivered in compliance with Applicable Laws and (iii) are not subject to, and were not issued in violation of, any preemptive rights or any other third-party rights created by statute, the governing documents or any agreement to which the Company or any Company Subsidiary is a party or by which the Company or any Company Subsidiary is bound. All of Shares and all the issued and outstanding shares of the capital stock of each Company Subsidiary are not subject to any preemptive rights or any other third-party rights, other than those provided in the Company's Shareholders Agreement and their respective governing documents. Other than as set forth in Schedule 8.1.8, there are no outstanding (1) shares of capital stock of or other voting or equity interests in the Company Subsidiaries; (2) securities of the Company and/or the Company Subsidiaries convertible into or exercisable or exchangeable for shares of capital stock or other voting or equity interests in the Company and/or Company Subsidiaries; (3) options, call, puts or subscription agreements or other rights or agreements, commitments or understanding of any kind to acquire from the Company Subsidiaries, or other obligation of the Sellers or the Company or the Company Subsidiaries to issue, transfer or sell, any shares of capital stock of or other voting or equity interests in the Company Subsidiaries; (4) voting trusts, proxies or other similar agreements or understandings to which the Sellers, the Company or any of the Company Subsidiaries is a party or is bound with respect to the voting of any shares of capital stock or other voting or equity interests in the Company Subsidiaries, except for the Company's Shareholders Agreement; (5) contractual obligations or commitments of any character other than as per the Applicable Law and the Material Contracts restricting the transfer of, or requiring the registration for sale of, any shares of capital stock of or other voting or equity interests in the Company Subsidiaries. There are no outstanding obligations of the Company or the Company Subsidiaries to repurchase, redeem or otherwise acquire any securities issued by the Company or the Company Subsidiaries. There is no Claim pending against the Sellers, their Affiliates, the Company or any of the Company Subsidiaries relating to the Shares, which is reasonably likely to restrict or turn null and void the Transaction. All capital increases made in the Company were made in compliance with all Applicable Laws and are duly registered or in the process of being registered in the corporate books of the Company.

**8.1.9. Bankruptcy and Insolvency.** The Company (a) is not subject to a Luxembourg Insolvency Event, (b) does not meet the criteria for the initiation of a Luxembourg Insolvency Event, and (c) has not been summoned or received notice of a Luxembourg Insolvency Event currently pending against the Company. Neither the Company nor the Company Subsidiaries have been summoned in or received notice of a pending bankruptcy, reorganization, liquidation or similar insolvency Claim against the Company or the Company Subsidiary.

**8.1.10. Registration, Disclosure and Publication Requirements.** The Company is duly registered with the CVM according to Applicable Law, and is in compliance with all applicable requirements of the Brazilian Securities Laws or other applicable securities Law, including Luxembourg Companies' Law, and the rules and regulations thereunder with respect thereto, and the rules of the B3 and the Luxembourg Stock Exchange, in all material respects. The Company and each Company Subsidiary is in compliance with all the relevant Brazilian Securities Laws and the Luxembourg Companies' Law in all material respects and other applicable securities Laws and there is, to the Sellers' Knowledge, no pending investigation against the Company, the Company Subsidiaries or its management currently being conducted by the CVM, or any other relevant securities authority in Brazil, Luxembourg, or any other jurisdiction where the Company and/or each of the Company Subsidiaries have activities. In the past three (3) years, the Company and the Company Subsidiaries, as applicable, have filed, furnished, disclosed or published on a timely basis, and whenever required by Applicable Law, all material reports, schedules, forms, statements, certifications, notices and other documents (including exhibits and other information incorporated therein) with or to, as applicable, the CVM, B3 and the Luxembourg Stock Exchange and any other applicable securities law Governmental Authority that were required to be so filed, furnished, disclosed or published by the Company or any other Company Subsidiary (such documents, together with any documents so filed or furnished during such period by the Company or each Company Subsidiary, as applicable, on a voluntary basis, the "**Company Reporting Documents**"). On the date on which it was filed with, furnished to the relevant authority, disclosed or published as the case may be, each Company Reporting Document so filed, furnished, disclosed or published in the past three (3) years prior to the date of this Agreement complied in all material respects with the applicable requirements of the Brazilian Securities Laws (including Article 14 of CVM Instruction 480), the Luxembourg Companies' Law or other applicable securities Laws and on the date on which it will be filed with, furnished, disclosed or published each Company Reporting Document so filed, furnished, disclosed or published on or after the date of this Agreement and until the Closing, will comply in all material respects with such requirements, and all associated fees and assessments due and payable in connection therewith have been and will be paid until Closing (if applicable), as the case may be.

**8.1.11. Financial Matters.** Set forth in Schedule 8.1.11 are true, correct and complete copies of (i) the unaudited consolidated balance sheet, as of June 30, 2019, of the Company ("**Latest Balance Sheet**") and the unaudited consolidated statement of income and cash flows of the Company for the six (6) month period then ended (such statement of income and cash flows and the Latest Balance Sheet being hereinafter referred to as the "**Latest Financial Statements**") and (ii) the audited consolidated balance sheets, as of December 31, 2018 and December 31, 2017 respectively, of the Company, and the audited consolidated statements of income and cash flows of the Company for each of the years ended December 31, 2018 and December 31, 2017 (collectively, the "**Annual Financial Statements**" and, together with the Latest Balance Sheet and the Latest Financial Statements, the "**Company Financial Statements**"). The Annual Financial Statements have been prepared in accordance with IFRS, consistently applied in accordance with the Company's historical practices insofar as such practices are consistent with IFRS. The Latest Balance Sheet and the Latest Financial Statements have been prepared in accordance with IFRS applicable to unaudited interim financial statements consistent with the Annual Financial Statements, and each of the Company Financial Statements fairly present in all material respects the financial position and results of operations and cash flows for the interim periods presented as of the respective dates thereof. The Company Financial Statements are

based upon the information contained in the books and records of the Company and the Company Subsidiaries and were, to the extent required by the applicable Brazilian Law, duly filed with the competent Brazilian and Luxembourg authorities, including the CVM and the Luxembourg Stock Exchange, as applicable.

**8.1.12. Absence of Liabilities Following Latest Balance Sheet.** Since the date of the Latest Balance Sheet until the date hereof, neither the Company nor any Company Subsidiary has suffered or incurred any Liabilities other than Liabilities which (i) have arisen in the Ordinary Course consistent with their past custom and practice of the Company and the Company Subsidiaries or (ii) in the aggregate, have not resulted in a Material Adverse Effect. No assets of the Company or any Company Subsidiary are pledged or mortgaged by the Company or by the Company Subsidiaries to secure the obligations of any Persons other than the Company and the Company Subsidiaries.

**8.1.13. Absence of Certain Developments; No Material Adverse Effect.** Since the date of the Latest Balance Sheet until the date hereof (a) the Company and the Company Subsidiaries have conducted their business in the Ordinary Course, and (b) except as set forth on the Latest Balance Sheet or the Latest Financial Statements, there has been no change, effect, fact, event or circumstance, which individually or in the aggregate (i) has had or is reasonably likely to have a Material Adverse Effect on the assets, Liabilities, financial position, results of operations, cash flows, pricing or operating margins or business condition of the Company and the Company Subsidiaries, taken as a whole, or (ii) would prevent or materially delay the Sellers' ability to consummate the Transaction.

**8.1.14. Certain Conduct.** The Sellers, the Company and the Company Subsidiaries and, to the Sellers' Knowledge, each director and officer of the Company and of any Company Subsidiary (in connection with any actions or omissions of such Persons in benefit of the Company Subsidiaries and only in their capacity of director or officer, of the Company and/or the Company Subsidiary) is in compliance with the Corruption Laws, in all material respects. None of the Sellers, the Company, the Company Subsidiaries and to the Sellers' Knowledge, any director or officer of any Company Subsidiary and/or the Company (in connection with any actions or omissions of such Persons in benefit of the Company and/or the Company Subsidiaries and only in their capacity of director or officer of the Company and/or the Company Subsidiaries), has corruptly or otherwise offered, paid, promised to pay or authorized the payment of any money, or offered, given, promised to give or authorized the giving of anything of value to: any official of a Governmental Authority, or any political party or official thereof, or any candidate for political office, for purposes of (A) (1) influencing any act or decision of such party, official or candidate in his or her official capacity, (2) inducing such party, official or candidate to do or omit to do any act in violation of the lawful duty of such official or (3) securing any improper advantage; or (B) inducing such party, official or candidate to use his or her influence with a Governmental Authority to affect or influence any act or decision of such Governmental Authority, in order to assist any Company Subsidiary and/or the Company in obtaining or retaining business for or with, or directing business to, any Person. Neither the Company nor any Company Subsidiary has received from any Governmental Authority notice of any action, suit, proceeding or investigation against it with respect to an actual or alleged violation by the Company or any Company Subsidiary of applicable Corruption Laws and to the Sellers' Knowledge there is no threatened claim against the Company or any of the Company Subsidiaries.

**8.1.15. Regulatory Matters.** The businesses of each of the Company and the Company Subsidiaries is in compliance with the applicable Regulatory Laws, in all material respects. Except as disclosed in Scheduled 8.1.15-A, each of the Company and the Company Subsidiaries holds, or is in the process of obtaining, the material Regulatory Authorizations necessary for the lawful operating of their businesses and the import, testing, manufacturing, handling, storage, transportation, sale, distribution, marketing, promotion, or export, as applicable, of each of their products, in all material respects. Except as disclosed in Scheduled 8.1.15-A and except for the Regulatory Authorizations that the Company and the Company Subsidiaries are in the process of obtaining, all such Regulatory Authorizations are valid and in full force and effect. Except as disclosed in Scheduled 8.1.15-B, there has not occurred any violation of, default (with or without notice or lapse of time or both) under, or event giving to others any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any Regulatory Authorization, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company and each of the Company Subsidiaries. The Company and each of the Company Subsidiaries are in compliance with, in all material respects, the terms of such Regulatory Authorizations, and no event has occurred that, to the Sellers' Knowledge, would reasonably be expected to result in the revocation, cancellation, non-renewal or adverse modification of any Regulatory Authorization. All pre-clinical and clinical investigations and other research and development activities currently being conducted or sponsored by the Company or any of the Company Subsidiaries are being conducted in compliance in all material respects with all Applicable Laws, Environmental Laws administered or issued by the applicable Regulatory Authorities and Governmental Authorities. Neither the Company nor the Company Subsidiaries have received any notices, correspondence or other communication from any Regulatory Authority requiring, and to the Sellers' Knowledge, there are no facts which are reasonably likely to cause the termination, suspension or material modification of any clinical trials currently being conducted or sponsored or formulations of products currently being developed by the Company or the Company Subsidiaries. All material reports, documents, claims, permits, applications, accreditations and notices required to be filed, maintained or furnished to any Regulatory Authority by the Company and any Company Subsidiaries in the past three (3) years have been so filed, maintained or furnished. All such reports, documents, claims, Permits, applications, and notices were complete and accurate in all material respects on the date filed (or were corrected in or supplemented by a subsequent filing). Neither the Company nor any of the Company Subsidiaries has received any information from any Regulatory Authority that would reasonably be expected to lead to the denial of any application for a material marketing approval currently pending before such Regulatory Authority. Except as disclosed in Schedule 8.1.15-A, neither the Company nor any of the Company Subsidiaries (i) is currently party to or has any obligations under any settlement agreement entered into with any Regulatory Authority or (ii) is the subject of any material Regulatory Authority investigation. As to each material product or product candidate, including medical devices, subject to the applicable Regulatory Laws, that is or has been developed, manufactured, tested, distributed and/or marketed by or on behalf of the Company or any of the Company Subsidiaries (each a "**Product**" or "**Product Candidate**"), each such Product or Product Candidate is being or has been developed, imported, tested, manufactured, handled, stored, transported, sold, distributed, marketed, promoted, or exported in material compliance with all applicable requirements under the applicable Regulatory Laws, including those relating to investigational use, special access, premarket clearance or marketing approval, good manufacturing practices, good clinical practices, good laboratory practices,

labelling, advertising, record keeping, filing of reports and security. To the Seller's Knowledge, except as disclosed in Schedule 8.1.15-B, no employee of the Company or a Company Subsidiary responsible for management of the import, testing, manufacturing, handling, storage, transportation, sale, distribution, marketing, promotion, or export of the Products or Product Candidates has been sanctioned by a Governmental Authority for non-compliance with Regulatory Laws in respect of such Person's capacity as employee of the Company or Company Subsidiary. Neither the Company nor any of the Company Subsidiaries has received any notice of adverse finding, notice of violation, untitled letter, warning letter, or other similar correspondence or notice from any Regulatory Authority with respect to a pending Claim and there is no action or proceeding pending or, to the Sellers' Knowledge, threatened against the Company or a Company Subsidiary (a) contesting the premarket clearance or approval of, the uses of, the reimbursement of, or the labelling or promotion of any Product or Product Candidate, (b) contesting the compliance with the applicable Regulatory Law of any facility of the Company or Company Subsidiary where a Product or Product Candidate is developed, tested, manufactured, handled, or stored or (c) otherwise alleging any violation applicable to any Product or Product Candidate of any Regulatory Law by the Company or the Company Subsidiaries, in each case, related to Products or Product Candidates that currently form part of the Company or the Company Subsidiaries' portfolio. In the past three years, neither the Company nor the Company Subsidiaries have either voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any recall, field notifications, field corrections, market withdrawal or replacement, safety alert, warning, "dear doctor" letter, investigator notice, safety alert or other notice or action relating to an alleged lack of safety, efficacy or regulatory compliance of any Product or Product Candidate, in each case, related to Products or Product Candidates currently form part of the Company or the Company Subsidiaries' portfolio. Except as disclosed in Schedule 8.1.15-B, to the Sellers' Knowledge, there are no facts which are reasonably likely to cause and, to the Sellers' Knowledge, neither the Company nor any of the Company Subsidiaries has received, any notice that any Regulatory Authority has commenced, or threatened to initiate, any action to cause (a) the recall, market withdrawal or replacement of any Product sold or intended to be sold by the Company or the Company Subsidiaries, (b) a change in the marketing classification or a material change in the labelling of any such Products, or (c) a termination, suspension, or injunction of the manufacture, marketing, or distribution of such Products by the Company or a Company Subsidiary. Except as disclosed in Schedule 8.1.15-B, to the Sellers' Knowledge, neither the Company nor any of its Subsidiaries has received notice of any liability arising out of any actual or alleged injury to individuals or property as a result of the ownership, possession or use of any Product or Product Candidate that remains uncured on the date hereof. The Company and the Company's Subsidiaries have complied in all material respects with all recalls, market withdrawals or other material corrective action and the Company and the Company Subsidiaries have no outstanding material obligation or liability with respect to any recall, market withdrawal or corrective action. To the Sellers' Knowledge, no data generated by the Company or any of the Company Subsidiaries with respect to the Products or Product Candidates that currently form part of the Company or the Company Subsidiaries' portfolio that has been provided to its customers or otherwise made public is the subject of any regulatory or other action, either pending or, to the Seller's Knowledge, threatened, by any Regulatory Authority relating to the truthfulness or scientific adequacy of such data. Schedule 8.1.15-C sets forth a detailed, true and complete list of all material Products and Product Candidates, by jurisdiction.

**8.1.16. Buyback program.** The Company is in compliance with the Applicable Law with respect to the Buyback Programs.

**8.1.17. Tax Matters.** Schedule 8.1.17 sets forth a complete and accurate list of all Tax audits currently ongoing by any Governmental Authority in respect of the Company and any of the Company Subsidiaries. Except as disclosed in Schedule 8.1.17, each of the Company or any of the Company Subsidiaries: (i) has, in the past five (5) years, timely filed (or has had timely filed on its behalf) all material Tax Returns required to be filed or sent by it in respect of any Taxes, and all such Tax Returns are true, correct, and complete in all material respects; (ii) has, in the past five (5) years, properly paid (or has had paid on its behalf) all Taxes due and payable, whether or not shown to be due on such Tax Returns, other than those being contested in good faith; (iii) has no material pending nor, to the Sellers' Knowledge, threatened action, suit, inquiry, proceeding or investigation from a Tax Authority; (iv) is in compliance in all material respects with all of their respective obligations, principal and accessory, in respect of any and all Taxes; (v) does not currently have any special regimes, installment payment programs (*programas de parcelamento*) or any program of fiscal recovery or debt payment (*programa de recuperação fiscal*), or similar program, including any Refis program; (vi) is not the subject of, on the date hereof, any material action, audit, proceeding or, to the Sellers' Knowledge, investigation for the assessment, review or collection of any Taxes; (vii) has established on its Latest Balance Sheet, in accordance with IFRS, consistently applied in accordance with the Company's historical practices insofar as such practices are consistent with IFRS, reserves that are adequate for the payment of any Taxes not yet due and payable, whether or not shown to be due on any Tax Return; (viii) has, in the past five (5) years, complied in all material respects with all Applicable Laws relating to the withholding of Taxes, the payment thereof and any information reporting requirements (including, without limitation, withholding of Taxes), other than those being contested in good faith; and (ix) has, in the past five (5) years, timely and properly withheld from individual employee wages and paid over to the proper Governmental Authority all amounts required to be so withheld and paid over under all Applicable Laws, other than those being contested in good faith. The completion of the Transaction contemplated herein do not give rise to any Taxes of the Sellers that could be imputed upon the Company, the Company Subsidiaries or the Buyer or for which the Company, the Company Subsidiaries or the Buyer could be liable.

**8.1.18. Intellectual Property.** Schedule 8.1.18 sets forth a true and complete list of the tangible and/or registered (i) Intellectual Property issued by, registered with or the subject of an application that is pending approval before any Governmental Authority or Internet domain name registrar (collectively, "**Registered**") that is owned by or Registered in the name of the Company or any of the Company Subsidiaries ("**Registered Intellectual Property**"), free and clear of any Lien; and (ii) all other Intellectual Property not Registered, that is owned by or exclusively licensed to the Company or any of the Company Subsidiaries and material to the business of the Company and each of the Company Subsidiaries as presently conducted (together with the Registered Intellectual Property, the "**Scheduled Intellectual Property**"), except, in each case, for Scheduled Intellectual Property of Non-Principal Subsidiaries, indicating for each item of Registered Intellectual Property the registration or application number, filing date and filing jurisdiction. The Scheduled Intellectual Property consists of all tangible and/or registered Intellectual Property relevant and material to the business of the Company and each of the Company Subsidiaries as presently conducted. Each of the Company and the Company Subsidiaries has sufficient rights to all Intellectual Property owned, licensed, used, held for use or

otherwise necessary for the conduct of their respective businesses as presently conducted ("**Company Intellectual Property**") none of which rights shall be negatively affected by the consummation of the transactions contemplated by this Agreement, except for licensing or sublicensing rights that may be terminated by the licensor under a contractual change of control, or similar, protection. None of the Sellers or their respective Affiliates (other than the Company and the Company Subsidiaries) has any right to the Company Intellectual Property. Except as set forth in Schedule 8.1.18, the Company or one or more of the Company Subsidiaries owns or has the right to use in the manner in which it is currently used (beneficially, and of record where applicable) all right, title and interest in and to all Company Intellectual Property, provided that, in relation to Intellectual Property owned by the Company or a Company Subsidiary, they are free and clear of all (i) Liens, (ii) exclusive licenses in favour of third parties, and (iii) non-exclusive licenses in favour of third parties not granted in the Ordinary Course. With regard to the Company Intellectual Property invented, conceived, created or otherwise developed by the employees of the Company and each of the Company Subsidiaries within the scope of their job descriptions, and all other Company Intellectual Property invented, conceived, created or otherwise developed for or on behalf of the Company or any of the Company Subsidiaries by any other Persons, the Company and each of the Company Subsidiaries, as applicable, has either (i) executed valid, binding and enforceable Contracts with each such employee or other Person assigning exclusively to the Company or one of the Company Subsidiaries, as applicable, all right, title and interest in and to all Company Intellectual Property or (ii) has such right, title and interest in and to all such Company Intellectual Property by operation of applicable Law. The Registered Intellectual Property is valid, subsisting and enforceable. The Company and each of the Company Subsidiaries, as applicable, is currently in compliance in all material respects, with all formal legal requirements, including all filing and payment requirements, necessary to maintain the validity and enforceability of each item of Registered Intellectual Property. Except as set forth in Schedule 8.1.18, the Company Intellectual Property (and, to the Sellers' Knowledge, in relation to third party Intellectual Property that is used by the Company and the Company Subsidiaries) is not subject to any outstanding order, judgment, decree or Contract adversely affecting the Company's or any of the Company Subsidiaries use thereof or rights thereto as currently used. Except as disclosed in Schedule 8.1.18 and except with respect to Company Intellectual Property that is licensed to the Company or a Company Subsidiary, there are no outstanding royalties, fees, honoraria or other payments payable by the Company or any of the Company Subsidiaries to any Person by reason of the ownership, development, modification, use, license, sublicense, sale, distribution or other disposition of the Company Intellectual Property. Each of the Company and the Company Subsidiaries has taken commercially reasonable measures to protect the Company Intellectual Property and the confidentiality and value of all material Trade Secrets owned, used or held for use by the Company and each Company Subsidiary. Except as disclosed in Schedule 8.1.18, neither the Company nor any of the Company Subsidiaries is responsible for any actions or omissions that could result in the forfeiture of rights in or to any of the material Company Intellectual Property or that could release to the public domain rights in or to such material Company Intellectual Property. To the Sellers' Knowledge, the conduct of the businesses of the Company and each of the Company Subsidiaries as currently being conducted does not infringe, misappropriate or otherwise violate the Intellectual Property rights of any Person. There is no litigation, opposition, cancellation, proceeding, office action, objection or Claim pending or, to the Sellers' Knowledge, threatened against the Company or any of the Company Subsidiaries concerning the ownership, validity, registerability, enforceability, infringement, misappropriation,

violation or use of, or licensed right to use, any Company Intellectual Property (or against the Sellers with respect to any Company Intellectual Property. To the Sellers' Knowledge, no valid basis exists for any such litigation, opposition, cancellation, proceeding, office action, objection or Claim.

**8.1.19. Litigation.** Except as described in Schedule 8.1.19, neither the Company, nor the Company Subsidiaries have received notice of actions, claims, suits, proceedings, mediations, arbitrations, inquiries or investigations pending or, to the Seller's Knowledge, threatened in against the Company or any Company Subsidiary at Law (collectively, "**Proceedings**" and each a "**Proceeding**") that (i) involves a criminal Proceeding, (ii) any material labour disputes, (iii) constitutes a class action or similar Proceeding under Applicable Law, (iv) is before or by any Governmental Authority, or (v) if adversely determined against the Company or the applicable Company Subsidiary, could result in Losses thereto in excess of USD 5,000,000.00. Except as described in Schedule 8.1.19 there are no Proceedings pending or, to the Seller's Knowledge, threatened against the Company, any Company Subsidiary or the Sellers relating to or seeking to enjoin or restrain any of the transactions contemplated by this Agreement.

**8.1.20. Reference Form.** The Reference Form complies with the Brazilian Securities Law in all material respects.

**8.1.21. Labor Matters.** Except as disclosed in Schedule 8.1.21 (i) neither the Company nor any of the Company Subsidiaries is engaged in any enduring or pervasive illegal labor practice under Applicable Laws; (ii) (A) there is no labor claim pending, or to the Sellers' Knowledge, threatened against the Company or any of the Company Subsidiaries, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or, to the Sellers' Knowledge, threatened that, if adversely determined, would, individually or in the aggregate with others of the similar nature, result in a Material Adverse Effect on the Company and the Company Subsidiaries, (B) no strike, labor dispute, slowdown or stoppage is pending, or to the Sellers' Knowledge, threatened or contemplated against the Company or any of the Company Subsidiaries that, if adversely determined, would, individually or in the aggregate with others of the similar nature, result in a Material Adverse Effect on the Company and/or the Company Subsidiaries and (C) no union representation dispute currently exists, or, to the Sellers' Knowledge, is pending or threatened, concerning the employees of the Company or any of the Company Subsidiaries that, if adversely determined, would, individually or in the aggregate with others of the similar nature, result in a Material Adverse Effect on the Company and the Company Subsidiaries; and (iii) there are currently no enduring or pervasive violations of any Applicable Law relating to discrimination in the hiring, promotion or pay of employees or any applicable wage or hour Laws concerning the employees of the Company or any of the Company Subsidiaries. Company's employees are duly registered under the terms of the Applicable Laws and the Company complies with the obligations provided for in the respective employment contracts as well as in the applicable labor and social security Laws in all material respects. The Company and the Company Subsidiaries do not use, whether directly or indirectly, work on slave-like conditions or child work. Except as set forth in Schedule 8.1.21 hereto, none of the Company or any of the Company Subsidiaries is a party to or bound or governed by (or currently negotiating in connection with entering into), or subject to, or is in breach of any collective bargaining or union agreements or other Contract with a labor union, labor organization or employee association, or any actual or, to the Sellers' Knowledge, threatened application for certification, recognition or bargaining rights in respect of the Company or any of the Company Subsidiaries, or any proceeding seeking to compel the Company or any of the

Company Subsidiaries to bargain with any labour organization as to wages or conditions of employment.

**8.1.22. Commissions.** There is no investment banker, broker or finder which has been retained by or is authorized to act on behalf of the Company or any of the Company Subsidiaries who is or might be entitled to any fee, commission or payment to be made either by the Company or any of the Company Subsidiaries in connection with the negotiation, preparation, execution or delivery of this Agreement or the consummation of the Transaction. Except as set forth in Schedule 8.1.22 and subject to Section 4.7, the consummation of the Transaction will not result in the triggering of any payment or increase the amount of, any compensation due to any employee, manager or former employee or manager of the Company and/or the Company Subsidiaries.

**8.1.23. Licenses.** Except as set forth in Schedule 8.1.23, each of the Company and the Company Subsidiaries have, or is in the process of obtaining, all material necessary licenses, permits, certificates, registrations, approvals and authorizations, and have made all necessary filings and renewals required under any Applicable Law to conduct their respective businesses and to operate its facilities as now conducted ("**Permits**"). Neither the Company nor any of the Company Subsidiaries is in a material violation of, or in default under, or has received notice of any proceedings relating to revocation or modification of, any Permit under Applicable Law. Each of the Company and the Company Subsidiaries (a) have, or is in the process of obtaining, all the Permits issued by the Governmental Authorities affecting or related to the Real Property or assets involved in the operation of the business and that said obtained Permits are in full force and effect; (b) do not operate any facilities in the jurisdictions of Moron and La Plata (province of Buenos Aires, Argentina); (c) except as set forth in Schedule 8.1.23, have not received any notice or other communication from a Governmental Authority that is pending resolution regarding (i) any actual, alleged, or potential violation of, or failure to comply with, any Permit, or (ii) any actual, proposed, or potential revocation, suspension, cancellation, termination, or modification of any Permit; and (d) that, except as set forth in Schedule 8.1.23, all applications required to have been filed for the renewal or reissuance of the Permits have been duly filed on a timely basis with the appropriate Governmental Authority, and all other filings required to have been made with respect to such Permits have been duly made on a timely basis with the appropriate Governmental Authority.

**8.1.24. Filings with relevant authorities.** In the last three (3) years, the Company has filed all material forms, reports, schedules, declarations, statements, applications and other documents required to be filed with the CVM and B3 pursuant to Brazilian Securities Law (all forms, reports, schedules, declarations, statements, applications and other documents filed by the Company with the CVM and B3, collectively, the "**CVM Filings**") and pursuant to Luxembourg Applicable Laws with any Governmental Authority in Luxembourg, including but not limited to Luxembourg Trade and Companies Register ("**Luxembourg Filings**"). Each CVM Filing and Luxembourg Filing filed in the past three (3) years, when filed, complied in all material respects with the applicable requirements of the Brazilian Securities Law, as in effect on the date so filed and no CVM Filing and no Luxembourg Filing, as of its respective dates (and, if amended or supplemented, as of the date of any such amendment or supplement) and as filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.

**8.1.25. Insurance.** Schedule 8.1.25 lists each insurance policy related to product liability, D&O (directors and officers), environmental and real property material for the business of the Company and the Company Subsidiaries, that is maintained by the Company or any of the Company Subsidiaries, or by Sellers for the benefit, in whole or in part, of the Company or any of the Company Subsidiaries, or any third parties, including, but not limited to, professional liability, errors and omissions, directors and officers liability, property, medical equipment, and other (collectively, the "**Insurance Policies**"). The Insurance Policies are in full force and effect and the respective premiums have been fully paid. The Insurance Policies are in amounts and have coverage that is reasonable and customary for Persons engaged in business similar to that engaged in by the Company and the Company Subsidiaries. Except as disclosed in Schedule 8.1.25, none of the Sellers (to the extent related to the Company or any Company Subsidiary) and none of the Company nor any Company Subsidiary (a) is in default with respect to its respective obligations under any of the Insurance Policies, (b) has failed to give any notice of any pending claim under any Insurance Policy, or (c) has received notice of any current claims outstanding, or has made any claims for coverage since the December 31, 2018, under any Insurance Policy. Neither the Company nor any Company Subsidiary (i) has granted any reinsurance, coinsurance or retrocession treaties, agreements, slips, binders, cover notes or other arrangements of such kind in favour of any Person or is a party to any terminated or expired such treaty or agreement under which there remains any material outstanding Liability or (ii) in the event the Company or any Company Subsidiary is a party to any arrangement referred to in paragraph (i) the Company and each Company Subsidiary has the appropriate reserves and financial capacity to honor all material commitments arising therefrom.

**8.1.26. Contracts.** Except for the Contracts set forth in Schedule 8.1.26 (each, together with all exhibits and schedules thereto, a "**Material Contract**"), none of the Company or any of the Company Subsidiaries is a party to or bound or governed by any of the following Contracts (other than Contracts between the Company and any of the Company Subsidiaries or among any of the Company Subsidiaries):

- (a) any Contract, or license related to a Product, regarding the distribution, supply or license of a Product or Product Candidate which generated net sales in excess of R\$ 10,000,000.00 for the Company and any of the Material Subsidiaries for the financial year ended December 31, 2018;
- (b) any Contract under which the Company or any of the Company Subsidiaries is obliged to make payments on an annual basis in excess of R\$ 5,000,000.00 in the aggregate and that is (i) not terminable by the Company or any of the Company Subsidiaries on less than six months' notice or (ii) requires consent of or notice to a third party in the event of or with respect to the Transaction, including in order to avoid termination or loss of benefit under any such Contract;
- (c) any written partnership, limited or unlimited liability company agreement, joint venture, or other similar agreement or arrangement relating to the formation, creation, operation, management, business or Control of any joint venture;
- (d) any Contract (other than between the Company and any of the Company Subsidiaries or among any of the Company Subsidiaries) under which indebtedness for borrowed money in excess of R\$ R5,000,000.00 is outstanding or approved but not drawn down upon or pursuant to which any property or asset of the Company or any of the Company Subsidiaries is mortgaged, pledged or otherwise subject to a Lien, any Contract under which the Company or any of the Company

Subsidiaries has directly or indirectly guaranteed any liabilities or obligations of any Person (other than the Company or any of the Company Subsidiaries) in excess of R\$ 5,000,000.00 or any Contract restricting the incurrence of indebtedness by the Company or any of the Company Subsidiaries in any material respect or the incurrence of Liens on any properties or securities of the Company or any of the Company Subsidiaries in any material respect or restricting the payment of dividends or other distributions in any material respect;

(e) any promissory notes, loans, agreements, indentures, evidences of indebtedness or other instruments (other than between the Company and any of the Company Subsidiaries or among any of the Company Subsidiaries) providing for the lending of money, whether as lender or guarantor, in amounts greater than R\$ 5,000,000.00;

(f) any Contract which generated net sales in excess of R\$ 10,000,000.00 for the Company and any of the Company Subsidiaries for the financial year ended December 31, 2018 that grants to any Person "most favored nations" status or similar rights;

(g) any Contract (other than between the Company and any of the Company Subsidiaries or among any of the Company Subsidiaries) providing for the sale or exchange of, or option to sell or exchange, any property or asset with a fair market value in excess of R\$ 10,000,000.00, or for the purchase or exchange of, or option to purchase or exchange, any property or asset with a fair market value in excess of R\$ 10,000,000.00, other than sale of inventory in the Ordinary Course;

(h) any Contract (other than between the Company and any of the Company Subsidiaries or among any of the Company Subsidiaries) entered into in the past 12 months or in respect of which the applicable transaction has not yet been consummated for the acquisition or disposition, directly or indirectly (by merger or otherwise), of assets or shares (or other equity interests) of another Person for aggregate consideration (including the assumption of any debt or liabilities) in excess of R\$ 5,000,000.00, in each case other than in the Ordinary Course;

(i) any material currency, commodity, interest rate or equity related hedge, derivative, swap or other financial risk management Contract of the Company Subsidiaries;

(j) any standstill or similar Contract currently restricting the ability of the Company or any of the Company Subsidiaries to offer to purchase or purchase the assets or equity securities of another Person;

(k) any Contract that contains any restrictive covenants which restrict the Company or the Company Subsidiaries from competing in any business in any jurisdictions;

(l) any agreement with any director or any Executive Employee of the Company or any of the Company Subsidiaries or with any associate or immediate family member of any such director or Executive Employee;

(m) all Contracts pursuant to which the Company or any of the Company Subsidiaries is granted or obtains or agrees to obtain any right to use any material software (other than standard form Contracts granting rights to use readily available shrink wrap or click wrap Software having a replacement cost and annual license fee of less than R\$ 1,000,000.00 in the aggregate for all such related Contracts);

(n) any Contract or other agreement expressly restricting the payment of dividends or the repurchase of stock or other equity;

- (o) collective bargaining or union agreements or other Contract with a labor union, labor organization or employee association; or
- (p) any Contract providing for the Company or any of the Company Subsidiaries to assume or guarantee any liability, contingent or otherwise, under or in relation to any Environmental Law.

**8.1.26.1.** True, correct and complete copies of each Material Contract have been provided to the Buyer.

**8.1.26.2.** Except (i) as set forth in Schedule 8.1.26.2, and/or (ii) as would not reasonably be expected to have a Materially Adverse Effect on the Company and the Company Subsidiaries, and/or (iii) breach of change of control, or similar protection that would be triggered by the Transaction: none of the Company, the Company Subsidiaries or, to the Sellers' Knowledge, any of the other parties thereto, is in breach or violation of or in default under, or has committed or failed to perform any act which would result in a default under any Material Contract, in each case, in any material respect, and none of the Company or any of its Subsidiaries has received or given any notice of default under any Material Contract which remains uncured. Except (i) as set forth in Schedule 8.1.26.2 and to the Sellers' Knowledge, and/or (ii) for breach of change of control, or similar protection that would be triggered by the Transaction, there exists no state of facts which after notice or lapse of time or both would constitute a default under or breach or violation of any Material Contract or the inability of a party to any Material Contract to perform its obligations thereunder where, in any such case, such default, breach, violation or non-performance would reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. Except as set forth in Schedule 8.1.26.2 and to the Sellers' Knowledge, no Person is challenging in writing the validity or enforceability of any Material Contract.

**8.1.26.3.** To the Sellers' Knowledge, except as set forth in Schedule 8.1.26.3, there are no shareholders or stockholders agreements, registration rights agreements, voting trusts, or similar agreements, arrangements or commitments to which the Company or any of the Company's Subsidiaries is a party or, to the Sellers' Knowledge, with respect to the Shares (other than the Company's Shareholders Agreement) or any shares or other equity interests of any of the Company's Subsidiaries or any other Contract relating to disposition, voting or dividends with respect to any shares or other equity securities of the Company Subsidiaries. No particular shareholder of the Company has any right to compel the Company to register or otherwise qualify the shares or any other equity interests of the Company for public sale or distribution.

**8.1.26.4.** To the Sellers' Knowledge, except as set forth in Schedule 8.1.26.4, neither the Company nor any of the Company Subsidiaries has received written notice of the termination of, or intent to terminate or otherwise fail to fully perform any Material Contract.

**8.1.26.5.** Except as set forth in Schedule 8.1.26.5, each Material Contract is valid and enforceable against the Company and/or the Company Subsidiary that is a party thereto and, to the Sellers' Knowledge, against each other party thereto in accordance with its terms, except to the extent that enforceability thereof may be limited by bankruptcy, insolvency, reorganization and other similar Applicable Laws affecting the enforcement of

creditors' rights generally and by general principles of equity, and is in full force and effect. Except as disclosed in Schedule 8.1.26.5, the Company and the Company Subsidiaries have performed all material obligations required to be performed by them in connection with the Material Contracts (except for breach of change of control, or similar protection that would be triggered by the Transaction and may be breached at Closing) and are not in receipt of any claim of default under any Material Contract that, as of this date, has not been already cured. The Company has no present expectation or intention of not fully performing any material obligation pursuant to any Material Contract, except for non-performance with any obligation to obtain Consent with respect to a change of control or similar protection that would be triggered by the Transaction.

#### **8.1.27. Real Property Matters.**

(a) Schedule 8.1.27(a) lists all of the interests in real property, whether owned ("**Owned Real Property**"), demised by leases, subleases or other occupancy agreements ("**Leased Real Property**") currently used, leased, managed or occupied by the Company and the Company Subsidiaries (collectively, the "**Real Property**"), except for Real Property of Non-Principal Subsidiaries. Except as set forth in Schedule 8.1.27(a), the Company or the Company Subsidiaries have good and marketable title to and is the record owner of the Owned Real Property, free and clear of all Liens. In addition, except as set forth in Schedule 8.1.27(a), there are no material pending payments to be made by the Company or the Company Subsidiaries regarding any of the Real Property (including, without limitation, any material Taxes already levied on such Real Property). To the Sellers' Knowledge, the Real Property has access sufficient for the conduct of the business of the Company and the Company Subsidiaries as now conducted, to public roads and to all utilities used in the operation of the business at that location.

(b) Except as set forth in Schedule 8.1.27(b), the leases for the Leased Real Property ("**Leases**") are in full force and effect, and the Company or one or more of the Company Subsidiaries holds a valid and existing leasehold interest under each of the Leases. The Company has delivered to the Buyer complete and accurate copies of all material Leases listed in Schedule 8.1.27(b) (including all notices exercising renewal, expansion, amendment, termination or other material rights under such Leases). No Lease is subject to any Lien (other than in accordance with Applicable Law) which would entitle the interest holder to interfere with or disturb the Company's or any Company Subsidiary's material rights under the Lease while the Company or such Company Subsidiary is not in default under the Lease which is reasonably likely to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary is in default, and, to the Sellers' Knowledge, no circumstances exist which, if unremedied, would result in such default by the Company or any of the Company Subsidiaries under any of the Leases.

(c) The buildings, fixtures, leasehold improvements, computers, equipment and other tangible assets necessary for the conduct of the business of the Company or any Company Subsidiary as now conducted are in good condition and repair, ordinary wear and tear excepted, and are usable in the Ordinary Course. There are no material defects in such assets of the Company and Company Subsidiaries, which materially adversely affect the operation or value of such assets. Except as disclosed in Schedule 8.1.27(c) and except for leased or licensed property, the Company and the Company Subsidiaries own good and marketable title or have the right to use each of the material properties and assets necessary for the conduct by the Company and the Company Subsidiaries of their business as now conducted located on the premises of the Company or any

Company Subsidiary, or reflected on the Latest Balance Sheet or acquired since the date thereof, free and clear of all Liens.

(d) Unless otherwise disclosed in Schedule 8.1.27(d), the zoning for each parcel of Real Property permits the existing business presently being conducted thereon as a conforming use in all material respects. (i) neither the Company nor any Company Subsidiary has received any notice that is pending resolution of any violation of any applicable zoning ordinance or other Applicable Law relating to the operation of the Real Property, and (ii) neither the Company nor any Company Subsidiary has received any notice that is pending resolution of any such violation, or the operation thereof, or informing the existence of any condemnation or eminent domain proceeding with respect to any of the Real Property that is reasonably likely to have a Material Adverse Effect. Neither the Company nor any Company Subsidiary has received any notice regarding any action before any Governmental Authority pending to change the zoning of the Real Property that is reasonably likely to have a Material Adverse Effect. Except as disclosed in Schedule 8.1.27(d), the Real Property is in compliance with in all material respects with Applicable Law.

(e) To the Sellers' Knowledge, there are no material improvements made and neither the Company nor any Company Subsidiary has received notice of material improvements contemplated to be made by any public or private authority, the costs of which are to be assessed as special taxes or charges against a material Real Property that is reasonably likely to have a Material Adverse Effect. There are not presently any pending material administrative assessments against the Real Property for which the Company or a Company Subsidiary have received any notice.

**8.1.28. Environmental Matters.** Except as disclosed in Schedule 8.1.28:

(a) All of the Real Property has been maintained during the respective period of ownership, possession or use in material compliance with all Environmental Laws.

(b) To the Sellers' Knowledge, neither the Company nor any of the Company Subsidiaries has received any notification from any Governmental Authority or any other person concerning any Liability, Losses, violations, or past violations which are not yet fully resolved, with respect to any Environmental Laws.

(c) There has not been, in the past five (5) years, at any Real Property, any release of any Hazardous Material that could reasonably be expected to result in any soil and/or groundwater contamination, any pollution, or any other form of material liability of or Loss to the Company relating to any Environmental Law.

(d) Neither the Company nor any of the Company Subsidiaries has, in the past five (5) years, sent or arranged for the transportation or disposal of Hazardous Materials or wastes to a site which, pursuant to Environmental Laws, (i) could reasonably be expected to result in Liability to the Company or any Company Subsidiary, (ii) is or may be considered as a contaminated area as per the applicable Environmental Law, or (iii) is subject to a claim, an administrative order or other request to take "monitoring," "additional studies of any kind," "removal" or "remedial" action due to such transportation or disposal, or (iv) has not been authorized by the Governmental Authority.

(e) Neither the Company nor any of the Company Subsidiaries is subject to any order, injunction, administrative proceeding, infraction notices, fines, interdiction and/or embargo orders

or other arrangement with any Governmental Authority or any indemnity or other agreement with any other Person relating to Liability under any Environmental Law.

(f) To the Sellers' Knowledge, none of the Real Property contains any underground storage tanks, asbestos-containing material, lead products, or polychlorinated biphenyls and/or any other chemical product that could be expected to result in material Liability under any Environmental Law.

(g) To the Sellers' Knowledge, there are no other circumstances or conditions involving the Company or any Company Subsidiary that could reasonably be expected to result in any material claims, liability, investigations, costs or restrictions on the ownership, use, or transfer of any Real Property in connection with any Environmental Law.

(h) Schedule 8.1.28(h) lists all material environmental reports, studies, assessments, analyses and memoranda in the possession of the Company and the Company Subsidiaries relating to their current Real Properties or operations.

(i) (a) each of the Company and Company Subsidiary has obtained, or is in the process of obtaining, all material Permits required under the Environmental Law; (ii) all obtained Permits are currently valid and enforceable; (iii) all conditions and requirements set forth in said Permits are fulfilled, in all material respects; and (iv) all fees due in connection with said Permits, registrations and approvals have been paid.

**8.1.29. Data Privacy Matters.** Except as disclosed in Schedule 8.1.29:

(a) The Company and each Company Subsidiary is in compliance with Data Protection Law.

(b) No written notice or claim has been received by the Company or by any of the Company Subsidiaries from any Governmental Authority or other Person, which remains uncured, alleging that the Company or any of the Company Subsidiaries does not comply, or did not comply, with any Data Protection Laws and, to the Sellers' Knowledge, there is no threatened claim against the Company or any of the Company Subsidiaries in relation to Data Protection Law.

(c) The Company and each Company Subsidiary has all material authorizations and registrations required by any Governmental Authority to be obtained or made in connection to its databases, data protection policies, data protection manuals, data transfer and/or transmission agreements, as required by Data Protection Laws.

## **9. REPRESENTATIONS AND WARRANTIES OF THE BUYER**

**9.1. Buyer's Representations and Warranties.** The Buyer represents and warrants to the Sellers, as of the date hereof and as of the Closing Date (including):

**9.1.1. Power and Authority.** The Buyer has full rights, capacity and powers, under the Law, necessary to enter into, sign and formalize this Agreement, as well as to fully comply with the obligations hereunder (including the Mandatory Offer), having taken all the measures and obtained all authorizations, corporate or otherwise, necessary to authorize the execution of this Agreement and, on the Closing Date, the implementation the transaction herein and fulfillment of all obligations undertaken herein.

**9.1.2. Binding Effect.** This Agreement is validly executed and constitutes a legal, valid and binding obligation against the Buyer, enforceable in accordance with its terms and conditions.

**9.1.3. No-Contravention and Consents.** The signature and performance of this Agreement: (i) shall not be in breach of, or result in a breach, nor shall constitute default in respect of any provision of Law or agreement to which the Buyer is subject (and shall not cause early maturity of such obligations or termination without cause of such agreements), nor of any court decision, warrant, order or permit, (ii) will not affect the ownership, possession or title of the assets or rights held by the Buyer, and (iii) with due observance to Section 6.1, do not require any Consent from any person, court or authority.

**9.1.4. Financial capacity.** The Buyer has cash availability and financial capacity to pay the Purchase Price and to make, perform and pay for the Mandatory Offer and respective liquidation, as well as to comply with all other obligations undertaken herein.

## **10. INDEMNIFICATION**

**10.1. Indemnification by the Sellers.** Subject to the terms and conditions of this Agreement, each Seller, subject to Section 10.11(i), severally and not jointly, undertakes to indemnify, defend, reimburse and hold harmless the Buyer and its Affiliates (including the Company and/or the Company Subsidiaries after the completion of the Closing) and its and their successors and assigns (each such Person, a "**Buyer Indemnified Party**" and, collectively, the "**Buyer Indemnified Parties**") from and against any and all Losses actually incurred or suffered by any Buyer Indemnified Party arising from or relating to (each of the following, "**Company's Indemnification Obligations**"):

(a) any breach, default or non-performance of any undertaking or obligation of the Sellers, in this Agreement; and/or

(b) any violation, breach of or inaccuracy of any of the representations or warranties made by the Sellers in this Agreement; and/or

(c) [commercially sensitive information redacted]

(d) [commercially sensitive information redacted]

(e) fraud or willful misconduct (*dolo*).

**10.1.1.** The Sellers shall not be obligated to indemnify the Buyer for any Losses arising from any Liabilities, Losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (i) to the extent that they are reflected (including, but not limited to, those reflected as contingent) in the Company Financial Statements; and/or (ii) that had been declared by the Sellers in this Agreement and its Schedules, Annexes and Exhibits, whether or not such Liabilities, Losses, damages, claims, costs and expenses, interest, awards, judgments and penalties are provided for in the Company Financial Statements; and/or (iii) resulting from any claims from beneficiaries of the Stock Option Plan in connection with the cancellation and/or release of the Stock Option Plan.

**10.1.2.** Notwithstanding anything to the contrary in this Agreement, (i) no Seller shall be liable for the breach of this Agreement caused by another Seller, in any case and for any reason, except as per Section 10.11(i), and (ii) the indemnification obligations of each Seller under this Agreement shall be subject to the following provisions:

(a) If the Loss is related to Section 10.1(a), including, but not limited to, in relation Sections 7.3, Section 7.4, only the defaulting Seller shall be liable for the amount of the Loss or penalty; provided, however, that the provisions set forth herein shall not apply with respect to Section 12.1,

(b) If the Loss is related to the Fundamental Representations - Sellers, including as a result of a third party Claim, only the Seller that have made the false representation shall be liable for the amount of the Loss, and

(c) If the Loss is related to Section 10.1(b) (except for Fundamental Representations - Sellers), each Seller shall indemnify the Loss in the proportion of its ownership interest in the Company as of the date hereof.

**10.2. Indemnification by the Buyer.** Subject to the terms and conditions of this Agreement, the Buyer undertakes to indemnify, defend, reimburse and hold harmless the Sellers and its Affiliates (each such Person, a "**Seller Indemnified Party**" and, collectively, the "**Sellers Indemnified Parties**" and, jointly with Seller Indemnified Party, an "**Indemnified Party**") from and against any and all Losses actually incurred and suffered by any Seller Indemnified Party arising from or relating to:

(a) any breach, default or non-performance of any obligation of the Buyer in this Agreement, and/or

(b) any violation or breach of any of the representations or warranties made by the Buyer in this Agreement.

### **10.3. Indemnification Procedures.**

**10.3.1. Direct Claim.** In case of Losses or events that are not subject to a Third Party Claim ("**Direct Claim**"), the Indemnified Party shall send to the Indemnifying Party a written notice stating the Losses and the event causing such Loss, together with all related documents and materials ("**Notice of Direct Claim**") within twenty (20) Business Days (or, if shorter than twenty (20) Business Days, half the term provided under applicable Law to respond or defend against the claim) after the identification of such Loss. The Notice of Direct Claim shall state the nature of the Claim, the amount of the Loss and the method of computation thereof, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises and all documentation received from the claiming party shall be provided to the Indemnifying Party. The Indemnifying Party shall respond to the Notice of Direct Claim within fifteen (15) days from the date of receipt, informing if the Indemnifying Party: (i) does not agree with the obligation to indemnify set forth in the Notice of Direct Claim or with the indemnification amount informed in the Notice of Direct Claim, in which case the Parties may initiate the dispute procedures provided for in Section 15 of this Agreement, or (ii) agrees to indemnify and with the indemnification amount set forth in the Notice of Direct Claim, in which case the Indemnifying Party shall bear the amount of the Loss. If the Indemnifying

Party fails to timely answer the Notice of Direct Claim, the terms of said notice shall be deemed as accepted by the Indemnifying Party.

**10.3.2. Third Party Claims.** The obligations and liabilities of an Indemnifying Party under this Section 10 with respect to Losses arising from Claims of any third party that are subject to the indemnification provisions provided for in this Section 10 ("**Third Party Claims**") shall be governed by and contingent upon the following additional terms and conditions:

**10.3.2.1** The Indemnified Party shall send to the Indemnifying Party a written notice stating the Losses and the event causing such Loss, together with all related documents and materials ("**Notice of Third Party Claim**") within twenty (20) Business Days after the Indemnified Party becomes aware of the Third Party Claim, provided that if there is a defense term applicable to the Third Party Claim, said notice shall be delivered within the shortest term of (i) one-third (1/3) of the term for presentation of defense or other measure under said Third Party Claim, or (ii) on the subsequent Business Day after receipt of the notice relating to a Third Party Claim, whenever the term for submission of defense is of three (3) days or less.

**10.3.2.2** The Notice of Third Party Claim shall state the nature of the Claim, the estimated amount of the Loss and the method of computation thereof, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises and all documentation received from the claiming party shall be provided to the Indemnifying Party.

**10.3.2.3** The failure by the Indemnified Party to send the aforementioned notice or its remittance after expiration of the relevant term shall not exempt or reduce the obligation of the Indemnifying Party to indemnify for the Loss relating to the relevant Third Party Claim, except if such failure or delay reasonably prevents the Indemnifying Party from defending the Third Party Claim. For the avoidance of doubt, as an example, if such failure or delay prevents the Indemnifying Party from submitting administrative defenses in relation to Tax-related Third Party Claims, this shall be construed as to reasonably prevent the defense and, thus, such Tax-related Third Party Claim shall no longer be indemnifiable under this Agreement.

**10.3.2.4** The Indemnifying Party shall have the right to choose whether or not to assume and control the defense of such Third Party Claim at its expense and through counsel of its choice if it gives prompt notice of its intention to do so to the Indemnified Party. In the event the Indemnifying Party exercises its right to undertake the defense against any such Third Party Claim as provided above, the Indemnified Party shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party all witnesses, pertinent records, materials and information in its possession or under its control relating thereto as is reasonably required by the Indemnifying Party and the Indemnified Party may participate by its own counsel and at its own expense in defense of such Third Party Claim.

**10.3.2.5** Similarly, in the event the Indemnified Party is, directly or indirectly, conducting the defense against any such Third Party Claim, the Indemnifying Party shall cooperate with the Indemnified Party in such defense and make available to it all such witnesses, records, materials and information in its possession or under its control

relating thereto as is reasonably required by the Indemnified Party and the Indemnifying Party may participate by its own counsel and/ at its own expense in the defense of such Third Party Claim.

**10.3.2.6** In the event the Indemnifying Party choose so or if the applicable Indemnifying Party fails to notify the Indemnified Party informing that Indemnifying Party will conduct the relevant Third Party Claim within the shortest term of (i) one-third (1/3) of the term for presentation of defense or other measure under said Third Party Claim counted as of the receipt of the Notice of Third Party Claim; or (ii) on the subsequent Business Day after receipt of the Notice of Third Party Claim, whenever the term for submission of defense is of three (3) days or less, then Indemnified Party shall conduct such Third Party Claim, with due regard for this Section. The Indemnifying Party shall have the right to choose whether or not to conduct any Third Party Claim at any time, even in case the Indemnified Party is already conducting the Third Party Claim.

**10.3.2.7** The conduct of a Third Party Claim by any Party or the Company shall not be construed as an admission or confession by said Party or the Company of any liability for the Loss relating to the relevant Third Party Claim, which shall be determined solely in accordance with Section 10.

**10.3.2.8** Without detriment to the Sellers' indemnification obligation and the Buyer's indemnification obligation, the following rules shall be applicable in connection with the conduct of any Third Party Claim:

(a) the party conducting a Third Party Claim (i) shall choose the lawyers to conduct said Third Party Claims among experienced lawyers that charges fees within the same range of the lawyers retained by the Company for similar matters up to the date hereof; (ii) shall define the strategy to be adopted in said Third Party Claim; and (iii) shall only settle (*transigir*), confess (*confessar*), acknowledge the plaintiff's request (*reconhecer a procedência do pedido*), waive (*desistir ou renunciar*), pay or enter into any judicial or extrajudicial settlements (including Tax installment programs of any kind) with the prior, express and written consent of the Indemnifying Party;

(b) the party conducting a Third Party Claim shall act in good faith and in a careful manner; and

(c) the party conducting a Third Party Claim shall take all reasonable measures to cause the delivery to the other Party of any documents and quarterly reports (or whenever reasonably requested by the other Party) concerning the status of the Third Party Claim.

**10.3.2.9** In case there is a Third Party Claim and a potential breach of any representation or warranty due to such Third Party Claim, the provisions related to Third Party Claim shall govern.

**10.4. Verification of Loss.** The Parties acknowledge and agree that Losses shall only be deemed to have been incurred or disbursed and due by the Indemnifying Party on the date on which the first of the following events occurs: (i) actual financial disbursement of such Loss by the Indemnified Party in case the Parties agree that indemnification is due, or (ii) the maturity of the payment obligation determined by an arbitration award, a final and non-appealable judicial

decision or a final and non-appealable administrative decision that has not been challenged by a judicial measure.

**10.5. Survival of Representations and Warranties and Obligations.** Each of the representations and warranties of the Parties contained in this Agreement and in any of its exhibits and schedules shall survive the Closing of the Transaction contemplated hereby and thereby through the close of business on the date that is two (2) years after the Closing Date, except for (i) Fundamental Representations – Sellers and the representations and warranties set forth in Sections 8.1.14 (Certain Conduct), 8.1.17 (Tax Matters), and 8.1.28 (Environmental Matters), which shall survive through the close of business on the date that is five (5) years after the Closing Date, and (ii) fraud and/or willful misconduct by the Sellers, which shall survive indefinitely.

**10.6. Limits on Indemnification.** In no event shall Sellers be required to indemnify a Buyer Indemnified Party (or any other Person pursuant to this Agreement) for Losses under the Agreement in any amount exceeding twenty percent (20%) of the Purchase Price, subject to the Cap reduction set forth in Section 10.7 below (“**Cap**”), except for any Losses (incurred and suffered by the Buyer Indemnified Party) arising out of (i) a breach of a Fundamental Representations – Seller, and (ii) fraud and/or willful misconduct (*dolo*), which shall not be subject to the Cap, but will be always limited to the Purchase Price; provided, however, that no indemnifiable Losses shall be payable as a result of any Claim arising under Section 10.1 unless and until the Buyer’s Indemnified Parties have suffered and incurred Losses in excess of USD \$200,000,00 in the aggregate, in which case the Buyer’s Indemnified Parties may bring a claim for the full extent of such Losses (“**Basket**”); provided, further, that once the Basket has been reached, the Sellers shall only be required to pay to the Buyer’s Indemnified Parties any additional indemnifiable Losses in relation to a Claim arising under Section 10.1 once per year, at each annual anniversary of the Closing of this Agreement, provided, however, that such indemnifiable Losses will be immediately due in full every time the total amount of outstanding indemnifiable Losses reaches or surpasses US\$ 200,000.00 in the aggregate. The Parties shall follow such procedure until the Sellers have satisfied all their indemnification obligations under this Agreement.

**10.6.1.** In no event shall the Sellers be required to indemnify a Buyer Indemnified Party (or any other Person pursuant to this Agreement) for Losses under the Agreement, which in the aggregate exceed the Cap, except for as provided in Section 10.6 and Section 10.7.

**10.6.2.** For the avoidance of doubt, (i) Sellers’ indemnification obligation shall not exceed their pro rata share in the Purchase Price in any event and under any circumstance, and (ii) all Losses shall be accounted for purposes of the Cap.

**10.7. Cap Reduction.** Notwithstanding the foregoing, the Cap shall be reduced (i) on the date that is twenty-four (24) months following the Closing, to the lesser of (a) 15% of the Purchase Price plus the amount of any Pending Indemnifiable Tax Loss and (b) 20% of the Purchase Price and (ii) on the date that is thirty-six (36) months following the Closing Date to the lesser of (a) 10% of the Purchase plus the amount of any Pending Indemnifiable Tax Loss and (b) 20% of the Purchase Price.

**10.8. Materiality.** Notwithstanding any provision to the contrary in this Agreement, following the Closing Date, for the purpose of determining whether a breach of any representation or

warranty has occurred and, for purposes of determining any Losses with respect to a breach of any representation or warranty, the representations and warranties that are subject to indemnification under Section 10.1(b), shall be determined without regard to materiality or "Material Adverse Effect".

**10.9. General Provisions on Indemnification.** Any indemnifiable Losses, shall be reduced by (i) the amount of any tax benefit related thereto effectively realized by the relevant Party, and/or (ii) the amounts actually recovered by the Indemnified Party from its insurance carriers in respect of such Loss (net of Taxes and costs of recovery) and any amounts recovered by such Party subsequent to the payment by the indemnifying Party hereunder with respect to the same claim shall be remitted to such indemnifying Party, except that such remittance shall not exceed the amount of the indemnification payment made by such indemnifying Party.

**10.10. Exclusive Remedy.** From and after the Closing, no Party hereto shall be liable or responsible in any manner whatsoever to the other Parties, whether for indemnification or otherwise, except for indemnity as expressly provided in this Section 10, which provide the exclusive remedies and causes of action of the Parties hereto with respect to any matter arising out of or in connection with the Agreement or any Schedule, Annex or Exhibit hereto or any opinion or certificate delivered in connection herewith.

**10.11. Individual and not Joint and Several Liability.** Notwithstanding anything to the contrary stated herein, the Parties agree that (i) the Sellers (other than (a) Essex VIII, Essex VIII-A, Essex VIII-B, and Biotoscana Secondary, who shall be severally liable amongst themselves, and (b) Robert and Mazal, who shall be severally liable amongst themselves) shall be individually and not severally liable for any Loss incurred by a Buyer's Indemnified Party hereunder and (ii) in case of an indemnifiable Loss, the indemnification obligations of the Sellers as a whole will be limited to 51.21% of such Loss and further limited to the pro rata share of each Seller in such percentage as per the "Percentage Total Issued Capital Stock" column in the cap table included in Section 2.1.

**10.12. No Double Indemnification Payment.** A Party shall not be entitled to be reimbursed nor to obtain payment or reimbursement from the other Party for an indemnity more than once in respect of the same Loss.

**10.13. Exchange Rate.** For purposes of calculating the Dollar amount of Losses denominated in a currency other than US Dollars, the parties shall use the Exchange Rate on the close of business of the day the that Loss was suffered or incurred.

## **11. NOTIFICATIONS**

**11.1. Notifications.** All notifications or other communications related to this Agreement will be made in writing (in Portuguese and/or English) and sent by letter (with notice of receipt or by courier service), delivered personally (by protocol) or sent by email with confirmation of receipt, provided that automatic responses sent by the email system will not be considered as confirmation for the purposes of this Section.

**11.2. Addresses.** The notifications and communications should be sent to the following persons, emails and addresses:

(a) **If for Advent:**

At: Myriam Deltenre

Address. [information redacted]

Email: [information redacted]

With copy to (which does not constitute notification):

Lobo de Rizzo Advogados

[information redacted]

Attention: Rodrigo Millar de Castro Guerra

Tel No.: +5511 3702-7008

Email: [information redacted]

(b) **If for Essex:**

[information redacted]

Attention: Petri Vainio and Evis Hursever

Facsimile: +44 (0)20 7529 2501

Email: [information redacted]

(c) **If for Robert or Mazal:**

[individual information redacted]

With copy to (which does not constitute notification):

[individual information redacted]

(d) **If for Roberto:**

[individual information redacted]

(e) **If for the Buyer and, after the Closing Date, for the Company:**

Knight Therapeutics Inc

3400 De Maisonneuve W., Suite 1055, Montreal QC. H3Z 3B8

Attention: Samira Sakhia

Tel No.: 514-484-4483

Email: ssakhia@gud-knight.com

With copy to (which does not constitute notification):

Davies Ward Phillips & Vineberg LLP

1501 McGill College Ave, Montreal, Quebec H3A 3N9

Attention: Brian Kujavsky

Tel No.: 514.841.6401

Fax No.: 514.841.6499

Email: bkujavsky@dwpv.com

(f) **If for the Company (until the Closing Date):**

At: Myriam Deltenre

Address. [information redacted]

Email: [information redacted]

Until the Closing, with copy to (which does not constitute notification):

At: Lucas Granillo Ocampo

Address. [information redacted]

Phone: 5411.4850.4000

Email: [information redacted]

After the Closing, with copy to (which does not constitute notification):

Davies Ward Phillips & Vineberg LLP

1501 McGill College Ave, Montreal, Quebec H3A 3N9

Attention: Brian Kujavsky

Tel No.: 514.841.6401

Fax No.: 514.841.6499

Email: bkujavsky@dwpv.com

**11.3. Delivery.** The notifications and communications will be considered as received on the date included in the delivery confirmation, the shipping confirmation, the receipt protocol or the acknowledgment of receipt, as the case may be, unless this date is not a Business Day, in which case it will be considered as received on the next Business Day.

**11.4. Change of Address.** The Parties undertake to promptly notify any changes in the information above, otherwise notifications/communications made to the non-updated addresses will be considered valid and effective.

## **12. CONFIDENTIALITY**

**12.1. Confidentiality.** Each of the Parties of this Agreement hereby undertakes to, by itself and by its respective partners, shareholders, administrators and Affiliates, keep the terms and conditions of this Agreement strictly confidential, and all information (including, but not limited to, information regarding amounts owed under this Agreement), whether written, oral, electronic or otherwise, obtained or received from the other Party during the negotiations and execution of this Agreement ("**Confidential Information**"), unless:

(a) the Party holding the Confidential Information has given its prior and express consent thereto,

(b) the Confidential Information is or becomes available to the public in a manner other than by breach of the obligation of confidentiality by the Party or any Related Party, or

(c) Confidential Information must be disclosed under Applicable Laws, or by governmental order, decree or rule binding upon the Party that shall disclose the Confidential Information, provided that such Party discusses with the other Party(ies) the need of and manner of disclosure of the Confidential Information prior to disclosure and further discloses the Confidential Information only to the extent necessary.

**12.1.1.** The obligation of confidentiality provided herein shall remain valid and effective as of this date and for a period of five (5) years as of the Closing Date.

**12.2.** If either Party receives any request for clarification and/or questioning about the Transaction (including if from the Company, CVM, B3, the Luxembourg Stock Exchange or the CSSF), to the extent permitted by Law or by the relevant Regulatory Authority, such Party shall immediately notify the other Party(ies). In this context, and to the extent permitted by Law or the relevant Regulatory Authority, the Parties undertake to use their best efforts to ensure that the content of the responses to such requests as well as other communications to the market that may be required under Applicable Law are agreed in advance by the Parties. Notwithstanding the referred obligation to coordinate among themselves, any duty to file with or notify the Company or any Governmental Authority before or after the Closing shall be incumbent upon the relevant Party, among the Buyer and the Sellers, as applicable.

### **13. SPECIFIC PERFORMANCE**

**13.1.** The Parties agree that the specific performance of the obligations under this Agreement may be requested to the courts, without prejudice to indemnification for losses and damages incurred by the complaining Party as a result of noncompliance with such obligations as well as payment of interest, fines and penalties, as applicable.

**13.2.** This Agreement constitutes an extrajudicial enforcement instrument under the Applicable Law.

### **14. GENERAL PROVISIONS**

**14.1. Several Liability.** The Sellers are not (and shall in no way be considered as), for any purpose and/or purpose of Law, jointly liable with each other before the Buyer and/or any Third Party.

**14.2. Entire Agreement.** This Agreement, including its Schedules, constitutes the entire agreement of the Parties with respect to the Transaction, superseding any and all prior agreements or understandings, whether oral or written.

**14.3. Irrevocability, Irreversibility and Effectiveness.** This Agreement is entered into on an irreversible and irrevocable basis, binding the Parties, the Company and their respective successors or authorized assignees. This Agreement shall remain in force until all obligations thereunder are fulfilled and there is no dispute between the Parties.

**14.4. Acceptance of the Agreement.** The Parties expressly confirm that they have knowledge of and participated on their own behalf in the negotiation of all Sections, terms and conditions of this Agreement and the Transaction, as well as agreed with all Sections, terms and conditions of this Agreement and the Transaction, including agreeing to and accepting their rights and obligations herein.

**14.5. Amendments.** No change to any of the terms and conditions set forth in this Agreement shall have any effect unless made in writing and signed by the Parties.

**14.6. Assignment of the Agreement.** Neither Party may assign or transfer, in whole or in part, the rights and obligations under or related to this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, the Buyer may, without consent, assign

this Agreement to a wholly-owned subsidiary prior to Closing, provided that the Buyer shall remain jointly liable with such assignee in respect of all obligations of Buyer hereunder.

**14.7. Non-Recourse.** This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto. Except in respect of fraud or wilful misconduct, no past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, affiliate, agent, attorney or other representative of any party hereto or of any affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim or action based on, in respect of or by reason of the transactions contemplated hereby.

**14.8. Waiver.** No waiver, termination or discharge of this Agreement or any of its terms or provisions shall bind any of the Parties, unless confirmed in writing. The tolerance of either Party in connection with the eventual or continued noncompliance by the other Party of any obligation under this Agreement shall in no circumstances be understood as a waiver of or novation of such rights and shall not affect the right of the Party to perform such rights in the future.

**14.9. Replacement of Provisions.** If any provision of this Agreement is held to be void, unlawful or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect. The Parties shall negotiate in good faith to replace the null and void, unlawful or unenforceable provision by another valid, legal and enforceable provision that, as far as possible and in an effective manner, maintains the economic and other relevant implications of the provision stated null and void, unlawful or unenforceable.

**14.10. Default of Payment by either Party.** The Parties provide that, in the event of default of payment of any amounts due from one Party to another Party under this Agreement or late release of any amount deposited in the Escrow Account, the Party in default shall pay to the other Party, as the case may be: (i) interest of 1% per month, calculated pro rata die, (ii) a 2% (two percent) fine on the amount due, and (iii) the amount due monetarily adjusted by the positive variation of the IPCA (IBGE) Inflation, calculated pro rata die from the maturity date of the defaulted obligation.

## **15. APPLICABLE LAW AND JURISDICTION**

**15.1. Applicable Law.** This Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement and the Transactions (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) shall be governed by and construed in accordance with the law of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. In furtherance of the foregoing, the internal law of the State of New York will control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

**15.2. Jurisdiction.** Each of the parties hereto hereby irrevocably and unconditionally (i) submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of New

York sitting in New York County (or, only if the courts of the State of New York sitting in New York County decline to accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York), and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding shall be heard and determined in such courts of the State of New York sitting in New York County (or, only if the courts of the State of New York sitting in New York County decline to accept jurisdiction over a particular matter, the United States District Court for the Southern District of New York), (ii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) in the courts of the State of New York sitting in New York County and the United States District Court for the Southern District of New York, (iii) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

**15.3. Waiver of Jury Trial.** THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, EXECUTION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE TRIAL BY JURY AND THAT ANY ACTION OR PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

IN WITNESS WHEREOF, Sellers and Buyer have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

Sellers:

**ADVENT CARTAGENA (LUXEMBOURG) S.À R.L.**

By: (signed) Myriam Deltenre and Frederic Francesconi

Name:

Title: Myriam Deltenre and Frederic Francesconi  
Managers

**ESSEX WOODLANDS HEALTH VENTURES FUND VIII-A, L.P.**

By: ESSEX WOODLANDS HEALTH VENTURES VIII, L.P.  
Its General Partner

By: ESSEX WOODLANDS HEALTH VENTURES VIII, LLC  
Its General Partner

By: (signed) Petri Vainio  
Name: ✓ Petri Vainio  
Title: Managing Director

**ESSEX WOODLANDS HEALTH VENTURES FUND VIII-B, L.P.**

By: ESSEX WOODLANDS HEALTH VENTURES VIII, L.P.  
Its General Partner

By: ESSEX WOODLANDS HEALTH VENTURES VIII, LLC  
Its General Partner

By: (signed) Petri Vainio  
Name: ✓ Petri Vainio  
Title: Managing Director

**ESSEX WOODLANDS HEALTH VENTURES FUND VIII, L.P.**

By: ESSEX WOODLANDS HEALTH VENTURES VIII, L.P.  
Its General Partner

By: ESSEX WOODLANDS HEALTH VENTURES VIII, LLC  
Its General Partner

By: (signed) Petri Vainio  
Name: ✓ Petri Vainio  
Title: Managing Director

**BIOTOSCANA SECONDARY INVESTMENT S.C.S.**

By: ESSEX WOODLANDS HEALTH VENTURES VIII, LLC  
Its General Manager

By: (signed) Petri Vainio  
Name: ✓ Petri Vainio  
Title: Managing Director

**ROBERT FRIEDLANDER**

(signed) Robert Friedlander

**ROBERTO LUIZ GUTTMANN**

(signed) Roberto Luiz Guttman

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**MAZAL INVESTMENT VENTURES LTD.**

By: (signed) Robert Friedlander  
Name:  
Title:

(Signatures page of the Share Purchase and Sale Agreement and Other Covenants, entered into in October 18, 2019 by ADVENT CARTAGENA (LUXEMBOURG) S.à.r.l., ESSEX WOODLANDS HEALTH VENTURES FUND VIII, LP, ESSEX WOODLANDS HEALTH VENTURES FUND VIII-A, LP, ESSEX WOODLANDS HEALTH VENTURES FUND VIII-B, LP, BIOTOSCANA SECONDARY INVESTMENTS S.C.S., ROBERT FRIEDLANDER, MAZAL INVESTMENT VENTURES LTD., and ROBERTO LUIZ GUTTMANN, as Sellers, KNIGHT THERAPEUTICS INC., as Buyer)

**KNIGHT THERAPEUTICS INC.**

By (signed) Samira Sakhia

Name: Samira Sakhia

Title: President

**COVER PAGE OF ANNEXES AND SCHEDULES TO THE SHARE PURCHASE AND  
SALE AGREEMENT AND OTHER COVENANTS OF BIOTOSCANA OF OCTOBER  
18, 2019 (“SPA”)**

Some of the following schedules/annexes contains exceptions in the context of the SPA, and they shall not be considered or classified in any matter as material, or as if they have caused or may potentially cause a Material Adverse Effect, as defined in the SPA.

**SCHEDULE 1.1-I  
ANTI-TRUST AGENCY**

- With respect to **Uruguay**, the filing of a notification with the Antitrust Commission at least 10 days prior to Closing; and
- With respect to **Argentina**, either (i) an informal application to the Argentine Competition Commission to confirm the applicability of the first landing exemption, or (ii) the post-Closing filing of a notification to the Argentine Competition Commission within 7 calendar days following Closing, in either case, at the discretion of the Buyer.

**SCHEDULE 1.1-II  
CONSENT DEADLINE**

[date redacted]

**SCHEDULE 1.1-III  
FUNDAMENTAL CONTRACTS**

[commercially sensitive information redacted]

**SCHEDULE 1.1-IV  
NON-PRINCIPAL SUBSIDIARIES.**

Company	Domicile Jurisdiction
Grupo Biotoscana Costa Rica S.R.L.	Costa Rica
Grupo Biotoscana Panamá S.A.	Panama

**SCHEDULE 1.1-V**  
**REFERENCE FORM**

Copy of the last version of the Reference Forms (*Formulários de Referência*) of the Company for the years 2017, 2018 and 2019 are attached.

[Attachments have been excluded and can be found on the following link:

<https://www.rad.cvm.gov.br/ENET/frmConsultaExternaCVM.aspx?codigoCVM=80179>]

**SCHEDULE 2.2  
SELLERS WIRE ACCOUNT INSTRUCTIONS.**

Seller	Wire Account Details
ADVENT CARTAGENA (LUXEMBOURG) S.à r.l.	[private information redacted]
ROBERTO LUIZ GUTTMANN	[private information redacted]
ROBERT FRIEDLANDER	[private information redacted]
MAZAL INVESTMENT VENTURES LTD.	[private information redacted]
BIOTOSCANA SECONDARY INVESTMENTS S.C.S.	[private information redacted]
ESSEX WOODLANDS HEALTH VENTURES FUND VIII, LP	[private information redacted]
ESSEX WOODLANDS HEALTH VENTURES FUND VIII-A, LP	[private information redacted]
ESSEX WOODLANDS HEALTH VENTURES FUND VIII-B, LP	[private information redacted]

**SCHEDULE 2.3  
DISTRIBUTION OF PURCHASE PRICE AMONG THE SELLERS.**

[commercially sensitive information redacted]

**SCHEDULE 2.5  
ESCROW AGREEMENT**

Copy of the Escrow Agreement to be executed in substantially the same form on closing is attached.

[Escrow Agreement redacted]

**SCHEDULE 3**

**PERCENTAGE (%) ALLOCATION OF EARNINGS**

[commercially sensitive information redacted]

**SCHEDULE 3.2(a)  
LOAN AGREEMENT CONSENTS**

[commercially sensitive information redacted]

**SCHEDULE 4.4(n)**  
**PAYMENTS TO BE MADE TO EXECUTIVE EMPLOYEES**

(see attached)

**SCHEDULE 4.4(n)**  
**PAYMENTS TO BE MADE TO COMPANY EMPLOYEES AND DIRECTORS**

[private information redacted]

**SCHEDULE 5.2(c)(I)  
RESIGNATION LETTERS.**

TO: [company name] (the “**Company**”)

Date: [•], 2019

Dear Sirs

**Re: Resignation and Release**

I write to give you notice of my resignation as Director of the Company effective as of [•], 2019. *(To be adjusted for local law requirements as required)*

Therefore, I declare, irrevocably and irreversibly, that I have nothing else to receive from the Company, and hereby grant full, unconditional, general, irrevocable and irreversible release and discharge to the Company and its officers, directors, shareholders, employees, agents, predecessors, successors and assigns, of and from any and all manner of actions, cause and causes of action, suits, debts, dues, sums of money, expenses, damages, costs, claims and demands of any and every kind and nature whatsoever, whether contingent or otherwise, at law or in equity, or under any statute, which I ever had, now have or may hereafter have, under any title or pretext, in and out of court.

This resignation and release shall be governed by the laws of the State of New York.

Yours faithfully

Signature: \_\_\_\_\_

Name:

**SCHEDULE 5.2(c)(II)(z)  
NEW MEMBERS OF THE BOARD OF DIRECTORS OF THE COMPANY AND THE  
COMPANY SUBSIDIARIES, AS APPLICABLE**

Buyer to provide prior to Closing.

**SCHEDULE 5.2(f)**  
**CORPORATE CERTIFICATES, REGISTRATIONS, RESOLUTIONS AND SIMILAR**  
**DOCUMENTS IN RESPECT OF THE COMPANY AND THE COMPANY**  
**SUBSIDIARIES.**

**A. Corporate Deliverables Required for Closing**

At the Closing Date, the Sellers shall use commercially reasonable efforts to deliver or cause to be delivered to the Buyer:

1. Extract of the shareholders' register of the Company as of the Closing Date;
2. Excerpt of the individual bank accounts of each of the Sellers as of the Closing Date, reflecting (i) the individual amount and (ii) the ISIN Code of Shares held in the Company; and

**B. Corporate Deliverables Required for the Rectification of Corporate Deficiencies**

At the Closing Date, the Sellers shall use commercially reasonable efforts to deliver or cause to be delivered to the Buyer:

1. Evidence of registration before the *Inspección General de Justicia* (Public Registry of Commerce) of the capital increase with respect to Biotoscana Farma S.A., as approved by the shareholders meeting held on June 12, 2019, of the capital increases with respect to Laboratorio LKM S.A. approved by the shareholders meetings held on August 27, 2019; July 29th, 2019; May 31st, 2019; April 12th, 2019;
2. The Agreement for Irrevocable Contribution and the accounting certificate relating to the irrevocable contribution made by Latin America Pharma Company ETVE S.L. to Laboratorio LKM S.A. of US \$1,000,000; and
3. Amended articles of association of UM – Indústria e Distribuidora de Medicamentos Ltda. reflecting the capital reduction approved by the quotaholders' meeting held on April 29, 2019 and the documents relating to the publication of the corporate act which approved the capital reduction, and evidence of the request of filing of such documents with the competent commercial registry in Brazil.

**SCHEDULE 5.2(g)**  
**LIST OF AGREEMENTS WITH AFFILIATES NOT TO BE TERMINATED**

None.

**SCHEDULE 8.1.2  
NO-CONTRAVENTION AND CONSENTS.**

None

**SCHEDULE 8.1.3-A  
INCORPORATION AND CORPORATE POWER.**

The following corporate documents of the Company and Company Subsidiaries are included in Schedule Folder 12.19.2 of the Virtual Data Room and were delivered to the Buyer on the date hereof:

<b>Company and Subsidiaries</b>	<b>Corporate Documentation</b>
Biotoscana Investments S.A.	Biotoscana Investment SA consolidated aoa_23052018
Biotoscana Farma S.A.	Bylaws and amendments completed - BT Farma S.A. (Arg)
Laboratorio DOSA S.A.	Bylaws and amendments completed - Lab. DOSA S.A.
Laboratorio LKM S.A.	Bylaws and amendments completed - Lab. LKM S.A.
Laboratorio LKM Bolivia S.A.	Estatuto LKM Bolivia
United Medical Ltda.	Contrato social - United Medical I ACS
UM Industria e Distribuidora de Medicamentos Ltda.	Contrato social - UM Industria e Distribuidora
Laboratorio Biotoscana Farma SpA	Estatutos Biotoscana Farma SpA Chile
Laboratorio LKM Chile SpA	Estatutos LKM Chile
Biotoscana Colveh 1 S.A.S.	Estatutos Biotoscana COLVEH 1
Biotoscana Colveh 2 S.A.S.	Estatutos Biotoscana COLVEH 2
Biotoscana Colveh 3 S.A.S.	Estatutos Biotoscana COLVEH 3
Biotoscana Colveh 4 S.A.S.	Estatutos Biotoscana COLVEH 4
Biotoscana Farma S.A.	ESTATUTOS BIOTOSCANA FARMA S.A. Colombia
Grupo Biotoscana Costa Rica S.R.L.	Escritura Constitución GBT Costa Rica
Biotoscana Ecuador S.A.	Biotoscana Ecuador Estatuto Codificado
LKM Laboratorios Ecuador S.A.	LKM Ecuador Codificación Estatutos
Grupo Biotoscana S.L.	Estatutos sociales GRUPO BIOTOSCANA SL
Grupo Biotoscana de Especialidad S.A. de CV	(Constitución estatutos actuales) BT MÉXICO
Grupo Biotoscana Panamá S.A.	Pacto Social - GRUPO BIOTOSCANA PANAMA S.A.
Laboratorio LKM Paraguay S.A.	Estatutos sociales LKM Paraguay
Biotoscana Farma de Perú S.A.C.	Estatuto Biotoscana Peru
LKM Perú S.A.	Estatuto LKM PERU
Latin America Pharma Company ETVE, S.L.	Estatuto Latin America Pharma Company ETVE SL
GBT-Grupo Biotoscana S.A.	Estatuto social GBT-Grupo Biotoscana S.A.
Wisteny Trading S.A.	Estatuto Wisteny Trading S.A.
Biotoscana Uruguay S.A.	Biotoscana Uruguay S.A. estatutos

**SCHEDULE 8.1.3-B  
INCORPORATION AND CORPORATE POWER.**

Company	Domicile Jurisdiction	Other Jurisdictions Where it is Qualified to do Business as a Foreign Corporation
Biotoscana Farma S.A.	Argentina	none
Laboratorio DOSA S.A.	Argentina	none
Laboratorio LKM S.A.	Argentina	none
Laboratorio LKM Bolivia S.A.	Bolivia	none
United Medical Ltda.	Brazil	none
UM Industria e Distribuidora de Medicamentos Ltda.	Brazil	none
Laboratorio Biotoscana Farma SpA	Chile	none
Laboratorio LKM Chile SpA	Chile	none
Biotoscana Colveh 1 S.A.S.	Colombia	none
Biotoscana Colveh 2 S.A.S.	Colombia	none
Biotoscana Colveh 3 S.A.S.	Colombia	none
Biotoscana Colveh 4 S.A.S.	Colombia	none
Biotoscana Farma S.A.	Colombia	none
Grupo Biotoscana Costa Rica S.R.L.	Costa Rica	none
Biotoscana Ecuador S.A.	Ecuador	none
LKM Laboratorios Ecuador S.A.	Ecuador	none
Grupo Biotoscana S.L.	Spain	none
Biotoscana Investments S.A.	Luxembourg	none
Grupo Biotoscana de Especialidad S.A. de CV	Mexico	none
Grupo Biotoscana Panamá S.A.	Panama	none
Laboratorio LKM Paraguay S.A.	Paraguay	none
Biotoscana Farma de Perú S.A.C.	Peru	none
LKM Perú S.A.	Peru	none
Latin America Pharma Company ETVE, S.L.	Spain	none
GBT-Grupo Biotoscana S.A.	Uruguay	none
Wisteny Trading S.A.	Uruguay	none
Biotoscana Uruguay S.A.	Uruguay	none <sup>1</sup>

**SCHEDULE 8.1.7  
SUBSIDIARIES.**

Set forth below is the name and jurisdiction of incorporation of the Company and each Company Subsidiary.

Company	Jurisdiction of Incorporation
Biotoscana Farma S.A.	Argentina
Laboratorio DOSA S.A.	Argentina
Laboratorio LKM S.A.	Argentina
Laboratorio LKM Bolivia S.A.	Bolivia
United Medical Ltda.	Brazil
UM Industria e Distribuidora de Medicamentos Ltda.	Brazil
Laboratorio Biotoscana Farma SpA	Chile
Laboratorio LKM Chile SpA	Chile
Biotoscana Colveh 1 S.A.S.	Colombia
Biotoscana Colveh 2 S.A.S.	Colombia
Biotoscana Colveh 3 S.A.S.	Colombia
Biotoscana Colveh 4 S.A.S.	Colombia
Biotoscana Farma S.A.	Colombia
Grupo Biotoscana Costa Rica S.R.L.	Costa Rica
Biotoscana Ecuador S.A.	Ecuador
LKM Laboratorios Ecuador S.A.	Ecuador
Grupo Biotoscana S.L.	Spain
Biotoscana Investments S.A.	Luxembourg
Grupo Biotoscana de Especialidad S.A. de CV	Mexico
Grupo Biotoscana Panamá S.A.	Panama
Laboratorio LKM Paraguay S.A.	Paraguay
Biotoscana Farma de Perú S.A.C.	Peru
LKM Perú S.A.	Peru
Latin America Pharma Company ETVE, S.L.	Spain
GBT-Grupo Biotoscana S.A.	Uruguay
Wisteny Trading S.A.	Uruguay
Biotoscana Uruguay S.A.	Uruguay

**SCHEDULE 8.1.8  
TITLE TO SHARES; CAPITAL STOCK.**

[commercially sensitive information redacted]

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**SCHEDULE 8.1.11**  
**FINANCIAL MATTERS.**

Copies of the following documents are enclosed:

- (i) Unaudited consolidated financial statements (balance sheet, income and cash flow statement) of the Company for the six (6) month period ended June 30, 2019.
- (ii) Audited consolidated financial statements (balance sheet, income and cash flow statement) of the Company for each of the years ended December 31, 2018 and December 31, 2017.

Attachments have been excluded and can be found on the following links:

Q2-2019

[https://s3.amazonaws.com/mz-filemanager/f78739c6-0e47-4145-8a2e-947b5835a922/cd23afed-b395-4469-9919-0e430b7711b3\\_GBIO\\_Financials\\_2Q19\\_ENG.pdf](https://s3.amazonaws.com/mz-filemanager/f78739c6-0e47-4145-8a2e-947b5835a922/cd23afed-b395-4469-9919-0e430b7711b3_GBIO_Financials_2Q19_ENG.pdf)

2018

[https://s3.amazonaws.com/mz-filemanager/f78739c6-0e47-4145-8a2e-947b5835a922/516a74cf-aa5d-48f3-86c1-b3cfaffab17e\\_GBIO\\_Financials\\_2018\\_ENG.pdf](https://s3.amazonaws.com/mz-filemanager/f78739c6-0e47-4145-8a2e-947b5835a922/516a74cf-aa5d-48f3-86c1-b3cfaffab17e_GBIO_Financials_2018_ENG.pdf)

2017

[https://mz-filemanager.s3.amazonaws.com/f78739c6-0e47-4145-8a2e-947b5835a922/results-center/79674eec83a145ef508405e1a5f7a28e730262050da8d20a7fc5afe567b4d347/2017\\_financial\\_statements.pdf](https://mz-filemanager.s3.amazonaws.com/f78739c6-0e47-4145-8a2e-947b5835a922/results-center/79674eec83a145ef508405e1a5f7a28e730262050da8d20a7fc5afe567b4d347/2017_financial_statements.pdf)

**SCHEDULE 8.1.15  
REGULATORY MATTERS**

[commercially sensitive information redacted]

**SCHEDULE 8.1.17  
TAX MATTERS.**

[commercially sensitive information redacted]

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**SCHEDULE 8.1.18  
INTELLECTUAL PROPERTY.**

(See attached)

All the agreements with our partners includes the license to use the required trademarks and patent rights if applicable.

[commercially sensitive information redacted]

**SCHEDULE 8.1.19  
LITIGATION.**

(See attached)

[commercially sensitive information redacted]

**SCHEDULE 8.1.21  
LABOR MATTERS.**

Our employees participate in labor unions only in Argentina and Brazil.

**Argentina**

With respect to the contracts with this kind of association, we confirm that in the case of Argentina there is no agreement signed between the Company or the Company Subsidiaries and a labor union or other kind of organization of employees; but Laboratorio LKM S.A., Laboratorio DOSA S.A. and Biotoscana Farma S.A. are bound by the following agreements:

- i. Collective Agreement No. 42/89 entered into as of August 6<sup>th</sup>, 2019 between *Federación de Asociaciones de Trabajadores de la Sanidad Argentina* (“FATSA”) and *Cámara Industrial de Laboratorios Farmaceuticos Argentinos* (“CILFA”), *Cámara de Especialidades Medicinales* (“CAEMe”), *Cámara Empresaria de Laboratorios Farmacéuticos* (“COOPERALA”) and *Cámara Argentina de a Industria de Productos Veterinarios* (“CAPROVE”) and all other complementary and additional agreements executed in connection with such Collective Agreement.
- ii. Collective APM Working Agreement No. 119/75 entered into as of June 3<sup>rd</sup>, 2008 in Buenos Aires, Argentina, between *Federación Argentina de Agentes de Propaganda Médica*, *Asociación Agentes de Propaganda Medica de la República Argentina*, *Asociación Agentes de Propaganda Médica de Entre Ríos*, *Asociación Agentes de de Propaganda Médica de Mendoza*, *Asociación Agentes de Propaganda Médica de Córdoba* y *Asociación de Agentes de Propaganda Médica de Rosario*, *Cámara Industrial de Laboratorios Farmacéuticos Argentinos* (“CILFA”), *Cámara de Especialidades Medicinales* (“CAEMe”), *Cámara Empresaria de Laboratorios Farmacéuticos* (“COOPERALA”) and all other complementary and additional agreements executed in connection with such Collective Agreement.
- iii.

**Brazil**

In the case of Brazil, there are two collective agreement signed with the employees of United Medical Ltda. as described below. The obligations assumed in both agreements are fulfilled by the company.

- i. Profit Sharing Plan Collective Agreement “*Plano de Participação nos Lucros ou Resultados – 2019*” (“PRR/2019”) entered into as of \_\_\_\_\_ in São Paulo, Brazil, [date redacted] between United Medical Ltda. and the Employees of United Medical in connection with the payment of profit sharing, if the objectives set forth and the related eligibility criteria are met.
- ii. Working Day Flexibility Collective Agreement “*Flexibilização da Jornada de Trabalho*” entered into as of \_\_\_\_\_ in São Paulo, Brazil, between United Medical Ltda. [date redacted] and *Sindicato dos Trabalhadores nas Indústrias Químicas, Farmacêuticas, Plásticas, Cosméticas e Similares de São Paulo, Taboão da Serra, Embu, Embu-Guaçu e Caieiras* (*Union of Workers in the Chemical, Pharmaceutical, Plastic, Cosmetic and Similar Industries of São Paulo, Taboão da Serra, Embu, Embu-Guaçu and Caieiras*), in connection with basic regulation to make flexible and administrate the working hours.

Also, the Brazilian Company Subsidiaries are bound by the following agreements:

Country	Collective Agreement	Date	Parties	Object
Brazil	Addendum to Collective Bargaining Agreement	04/10/2018	<i>a-Sindicato Trab. Ind. Quim. Farm. Plast. Similares de Sao Paulo b-Federação Dos Trabalhadores Do Ramo Quimico Da Cut No Estado de Sao Paulo c-Sindicato Da Industria de Produtos Farmaceuticos No Estado de São Paulo.</i>	Regulates salaries
Brazil	Addendum to Collective Bargaining Agreement	04/22/2016	<i>a-Sindicato Dos Propagandistas, Propagandistas - Vendedores, e Vendedores de Produtos Farmaceuticos No Estado de Sao Paulo (Sinprovesp) b-Sincamesp - Sindicato do Comercio atacadista de drogas, medicamentos, correlatos, perfumarias, cosméticos e artigos de toucador no Estado de São Paulo.</i>	Regulates compensations
Brazil	Addendum to Collective Bargaining Agreement	04/07/2017	<i>a-Sindicato Dos Propagandistas, Propagandistas - Vendedores, e Vendedores de Produtos Farmaceuticos No Estado de Sao Paulo (Sinprovesp) b-Sindicato Da Industria de Produtos Farmaceuticos No Estado de São Paulo (Sindusfarma)</i>	Regulates compensations
Brazil	Pharma Collective Bargaining Agreement 2019/2020 (Economic Sections)	04/04/2019	<i>a-Sindicato Dos Propagandistas, Propagandistas - Vendedores, e Vendedores de Produtos Farmaceuticos No Estado de Sao Paulo (Sinprovesp) b-Sindicato Da Industria de Produtos Farmaceuticos No Estado de São Paulo (Sindusfarma)</i>	Regulates compensations
Brazil	Pharma Collective Bargaining Agreement 2016/2017	*	<i>Sindicato dos Trabalhadores nas Industrias Químicas, Farmacêuticas, Plásticos, Cosméticos e Similares de São Paulo, Taboão da Serra, Embu, Embu-Guaçu and Caieiras</i>	Regulates all kind of labor issues
Brazil	Pharma Collective Bargaining Agreement 2017/2019	04/01/2017	<i>Sindicato dos Trabalhadores nas Indústoras Químicas, Farmacêuticas, Plásticas, Cosméticas e Similares de São Paulo, Taboão da Serra, Embu, Embu-Guaçu e Caieiras</i>	Improvement of labor conditions
Brazil	Pharma Collective Bargaining Agreement - FETQUIM- CUT Setor Farmacêutico 2019/2020	04/10/2019	<i>a- Sindicato dos Trabalhadores nas Indústoras Químicas, Farmacêuticas, Plásticas, e Similares de São Paulo. b- Federaçao Dos Trabalhadores Do Ramo Quimico Da CUT No Estado de São Paulo. c- Sindicato Da Industria De Produtos Farmacêuticos No Estado De São Paulo.</i>	Improvement of labor conditions
Brazil	Collective Bargaining Agreements 2014/2016	05/05/2014	<i>a- Sindicato dos Propagandistas, Propagandistas Vendedores e Vendedores de Produtos Farmacêuticos No Estado de São Paulo- SINPROVESP. b- Sindicato Do Comércio Atacadista de Drogas, Medicamentos, Correlatos, Perfumarias, Cosméticos e Artigos de Toucador No Estado de São Paulo- SINCAMESP.</i>	Improvement of labor conditions
Brazil	Collective Bargaining Agreements 2014/2016	04/25/2016	<i>a- Sindicato dos Propagandistas, Propagandistas Vendedores e Vendedores de Produtos Farmacêuticos No Estado de São Paulo- SINPROVESP. b- Sindicato Do Comércio Atacadista de Drogas, Medicamentos, Correlatos, Perfumarias, Cosméticos e Artigos de Toucador No Estado de São Paulo- SINCAMESP.</i>	Improvement of labor conditions
Brazil	Collective Bargaining Agreements 2014/2016	04/23/2018	<i>a- Sindicato dos Propagandistas, Propagandistas Vendedores e Vendedores de Produtos Farmacêuticos No Estado de São Paulo- SINPROVESP. b- Sindicato da Indústria de Produtos Farmacêuticos No Estado de São Paulo- SINDUSFARMA</i>	Improvement of labor conditions

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**SCHEDULE 8.1.22  
COMMISSIONS**

Payments referred to in Schedule 4.4(n).

**SCHEDULE 8.1.23  
LICENSES AND PERMITS**

[commercially sensitive information redacted]

**SCHEDULE 8.1.25  
INSURANCE**

[commercially sensitive information redacted]

<b>INSURANCE</b>	<b>BRIEF DESCRIPTION</b>			
<b>D&amp;O</b>	The Insurer will pay for each one of the Directors or Managers, those Losses that derive from any Claim of which they are responsible for any Incorrect Act committed or allegedly committed by them in their respective functions. The coverage is negotiated per country and covers all the companies of GBT incorporated in the respective jurisdiction.			
	<b>Country</b>	<b>Coverage in USD</b>	<b>Insurer</b>	<b>Policy #</b>
	Argentina		Chubb	
	Bolivia		Alianza	
	Brazil		Chubb	
	Chile		Chubb	
	Colombia		Chubb	
	Costa Rica		ASSA	
	Ecuador		Chubb	
	Luxembourg (includes Spain)		Chubb (Primary Iyer) + Liberty (1st excess layer) + Lloyds (2nd excess layer)	
	Mexico		Chubb	
	Panama		Chubb	
	Paraguay		Chubb	
	Peru		Chubb	
Uruguay		Mapfre		

<b>INSURANCE</b>	<b>BRIEF DESCRIPTION</b>			
<b>Civil Liability Products and Operations</b>	About this coverage, the main risks covered are: - Commercial / Industrial Establishments: covers damages to neighboring properties and/or to third parties that at the time of an occurrence are in the GBT units. By damages it is understood the materials, personal and/or moral. - Products: covers damages to third-party consumers of GBT products, which present material, personal and/or moral damages. - Product Recall: covers the expenses to remove one or more products from the points of sale after finding that they can be harmful to consumers. It does not cover the product itself, but the costs of removing it from the market. - Expenses for claims containment: covers expenses incurred by GBT to prevent losses and or major damages. It must be verified that the cost of mitigating was less than the loss avoided. - Losing Profits and Financial Losses: covers those that are directly a consequence of physical damages to persons and/or material damages caused to third parties and not excluded in the Policy. - Civil Forum Judicial Costs: defense costs. - Moral and/or aesthetic damages: covers the reimbursement of compensation for third party claims, after they are duly transited and judged, and on which GBT must compensate them.			
	<b>Country</b>	<b>Coverage in USD</b>	<b>Insurer</b>	<b>Policy #</b>
	Argentina		CHUBB	
	Bolivia		Alianza	
	Brazil		CHUBB	
	Chile		CHUBB	
	Colombia		CHUBB	
	Ecuador		CHUBB	
	Mexico		CHUBB	

	Paraguay		MAPFRE	
	Peru		CHUBB	
	Uruguay		MAPFRE	

<i>INSURANCE</i>	<i>BRIEF DESCRIPTION</i>		
<b>Real property</b>	This insurance covers the real property of our offices and warehouses as applicable against risks such as: fire, explosion, hurricanes, malicious damages, etc.		
	<b>Country</b>	<b>Insurer</b>	<b>Policy #</b>
	Argentina	Zurich	
	Bolivia	Alianza Seguros	
	Brazil	SOMPO (Maritima)	
	Chile	HDI Seguros	
	Colombia	SURAMERICANA	
	Peru	PACIFICO	
	Uruguay	SURA	

<i>INSURANCE</i>	<i>BRIEF DESCRIPTION</i>		
<b>Environmental</b>	This insurance covers the environmental damages related to the manufacturing plants in Argentina		
	<b>Country</b>	<b>Insurer</b>	<b>Policy #</b>
	Argentina	Alba	
	Argentina	Alba	
	Argentina	Prudencia Seguros	
Argentina	Prudencia Seguros		

<i>INSURANCE</i>	<i>BRIEF DESCRIPTION</i>		
<b>Inventory</b>			
	<b>Country</b>	<b>Insurer</b>	<b>Policy #</b>
	Uruguay	SBI Fairfax	
	Argentina	SMG	
Argentina	Meridional		

A copy of the policies is included in the Schedule Folder in the Virtual Data Room along with an Excel summary of each of the policies (item 12.19.4).

**SCHEDULE 8.1.26  
CONTRACTS.**

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**SCHEDULE 8.1.26.2**

None.

**SCHEDULE 8.1.26.3**

- Shareholders' Agreement, dated as of May 8, 2017, among Advent Cartagena (Luxembourg) S.à r.l., Advent Cartagena (Luxembourg) Holding S.à r.l., Essex Woodlands Health Ventures Fund VIII, L.P., Essex Woodlands Health Ventures Fund VIII-A, L.P., Essex Woodlands Health Ventures Fund VIII-B, L.P. and Biotoscana Secondary Investment S.C.S., Robert Friedlander and Roberto Luiz Guttman.
  
- Stock option and stock grant agreements entered into with directors and members of the Executive Leadership in connection with the options and grants referred to in Schedule 8.1.8.

**SCHEDULE 8.1.26.4**

[commercially sensitive information redacted]

**SCHEDULE 8.1.26.5**

See Schedule 8.1.26.4

**SCHEDULE 8.1.27**  
**REAL PROPERTY MATTERS.**

**8.1.27 (a)**

Country	Property Description	Owned or Leased Real Property
Argentina	Commercial Office at Martín Lezica 3028, San Isidro, Province of Buenos Aires, Argentina. (LKM).	Leased
Argentina	Non oncological solids manufacturing plant at Av. Brigadier Juan Manuel de Rosas N° 2969, San Martín, Province of Buenos Aires, Argentina (Parque Suarez -J.L.Suarez)	Leased
Argentina	Laboratory of Quality Control (BT) and Analytical Development (LKM) at Mariano Ezpeleta 1277, Martínez, San Isidro, Province of Buenos Aires, Argentina. (M.Plaza).	Leased
Argentina	Injectable Processing Plant at Av. Villegas 1510, San Justo, La Matanza, Province of Buenos Aires, Argentina. (Corfam)	Leased
Argentina	Parking Lots VITAL attached to Dosa Plant (required by municipal ordinance) at Tronador 400, Villa Ortuzar, City of Buenos Aires, Argentina. (DOSA)	Leased
Argentina	Office at Lynch 3415, Pompeya, City of Buenos Aires, Argentina. (attached to LKM Plant)	Leased
Argentina	Non operative BT plant at Martínez de Hoz 668/670, Villa Sarmiento – Haedo Moron, Province of Buenos Aires, Argentina. (BT)	Owned
Argentina	Processing and quality control plant at Girardot 1367, 1369 and 1373, City of Buenos Aires, Argentina. (DOSA)	Owned
Argentina	Plant for the development of oncological and hormonal solids and quality control at Lynch 3461, 3463, and 3465 Pompeya, City of Buenos Aires, Argentina (LKM)	Owned
Bolivia	Oficina de 240m2, first floor ( 5 rooms, 1 small kitchen, meeting rooms, 5 bathrooms).	Leased
Bolivia	Office of 102m2 and parking lot.	Leased
Brazil	Office at Av. Dos Imares 401, Indianapolis, Sao Paulo, Brazil.	Leased
Brazil	Depósito Place at Rodovia BR 153, KM 42 PARTE B, subparte P, Zona Urbana, Cidade de Anápolis, Goiás, Brazil.	Leased
Chile	Rent of office space located at Av. los militares 5001, Las Condes, Santiago de Chile, Chile.	Leased
Chile	Rent of parking space located at Av. los militares 5001, Las Condes, Santiago de Chile, Chile.	Leased
Chile	Rent of warehouse located at Calle Víctor Uribe 2280, Quilicura, Santiago de Chile, Chile.	Leased
Colombia	Warehouse and offices located in tax free zone located at Carrera 106 No. 15 A - 25 Lote 135 A Manzana 23	Owned
Colombia	Office and parking lots located at Carrera 7 No. 46 -75 /79/83 Edificio Premier II - Torre A P.H. Offices 1,2,3 Parking Lots 37,38, 3, 40, 41, 42, 43	Owned
Colombia	Offices located at Paralelo 108, Calle 108 No. 45 30 and Av Cra 45 No. 108 – 27	Owned (57.35% ownership)
Ecuador	Office at Eloy Alfaro y Francisco Andrade Marín.	Leased
Mexico	Office at 712, Prolongación Paseo de la Reforma 215, col. Paseo de las Lomas, cp. 01330, City of Mexico of 193m2	Leased
Mexico	Office at 1205, Prolongación Paseo de la Reforma 215, col. Paseo de las Lomas, cp. 01330, cdmx 63m2	Leased
Paraguay	Office at apartamento 403 with 2 parking lots at Dr. Arturo Weiss N° 577, Edificio Harmony, Asunción, Paraguay.	Leased
Peru	Office 401, located at 4th floor of building named Centro Empresarial PREMIUM AMOF-PNP / 229.49 m2.	Leased
Peru	11 Parking Lots	Leased
Uruguay	Offices No. 009, 1610 y 2004 en WTC Free Zone. Dr. Luis Bonavita 1294, Montevideo, Uruguay.	Leased
Uruguay	Parking spaces No. 2015, 2055, 2043 and 2060 En WTC Free Zone. Dr. Luis Bonavita 1294, Montevideo, Uruguay.	Leased
Uruguay	Office at PB 015, Edificio Multipropósito, Ruta 101 km. 23.500, Canelones, Uruguay.	Leased
Uruguay	Deposit at Selenin, Edificio Selenin, Ruta 101 km. 23.500, Canelones, Uruguay.	Leased
Uruguay	Office at Saldanha da Gama 3622 of. 311, Montevideo, Uruguay.	Leased

**8.1.27 (b)**

None.

**8.1.27 (c)**

None.

**8.1.27 (d)**

None.

**SCHEDULE 8.1.28  
ENVIRONMENTAL MATTERS**

[commercially sensitive information redacted]

**SCHEDULE 8.1.29  
DATA PRIVACY**

None