REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of March 2, 2023 among Abra Group Limited, a private limited company organized under the Laws of England and Wales (the "Company"), the Purchasers listed on Schedule C (the "Elliott Holders") attached to the Elliott Purchase Agreement (as defined herein) and the Purchaser listed on Schedule C (the "Fratelli Holder", and together with the Elliot Holders, the "Original Holders") attached to the Fratelli Purchase Agreement (as defined herein).

RECITALS

A. The Elliott Holders, Abra Global Finance (the "Issuer"), as issuer, and the Company, as guarantor, have entered into a note purchase agreement dated as of March 2, 2023 (the "Elliott Purchase Agreement"), pursuant to which the Elliott Holders agreed to purchase the Issuer's Senior Secured Exchangeable Notes due 2028, in an aggregate principal amount of US$162,500,000 (the "Elliott Notes").

B. The Fratelli Holder, the Issuer, as issuer, and the Company, as guarantor, have entered into a note purchase agreement dated as of March 2, 2023 (the "Fratelli Purchase Agreement"), pursuant to which the Fratelli Holder agreed to purchase the Issuer's Senior Secured Exchangeable Notes due 2028, in an aggregate principal amount of US$10,000,000 (the "Fratelli Notes").

C. On February 7, 2023, the Issuer and the Guarantor entered into a Transaction Commitment, Exchange and Purchase Agreement (as amended from time to time, the "Support Agreement", and together with the Elliott Purchase Agreement and the Fratelli Purchase Agreement, the "Purchase Agreements" and each a "Purchase Agreement") with the Consenting Holders (as defined in the Support Agreement), pursuant to which the Consenting Holders agreed that certain Consenting Holders and Related Holders (as defined in the Support Agreement) (collectively, the "CSSN Consenting Holders") would purchase or exchange certain existing notes for the Issuer's Senior Secured Exchangeable Notes due 2028 (the "CSSN Consenting Holder Notes", and together with the Elliott Notes and the Fratelli Notes, the "Notes").

D. The Notes were issued pursuant to an indenture, dated as of the date hereof, between the Issuer, the Company, The Bank of New York Mellon, as trustee, and TMF Group New York LLC, as collateral agent (the "Indenture"). The Notes are exchangeable for ordinary shares of the Company, having a nominal value of US$0.000001 per share (the "Ordinary Shares") pursuant to the terms and conditions set forth in the Indenture.

E. In connection with the execution and delivery of each Purchase Agreement and the Indenture and the consummation of the transactions contemplated thereby, the Company has agreed to grant the Original Holders certain registration rights as set forth below.

AGREEMENT

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

ARTICLE I
DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following capitalized terms shall have the meanings ascribed to them below. All other capitalized terms not defined herein shall have the meaning set forth in the Indenture, unless otherwise indicated.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Holder" or "Holders" means any Original Holder and any Person who shall acquire and hold Registrable Securities in accordance with the terms of this Agreement.

"Issuer Free Writing Prospectus" means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of Registrable Securities.

"Majority Participating Holders" means Participating Holders holding more than 50% of the Registrable Securities proposed to be included in any offering of Registrable Securities by such Participating Holders pursuant to Section 2.1 or Section 2.2.

"Ordinary Shares" shall have the meaning specified in the recitals of this Agreement.

"Ordinary Shares Equivalent" means all options, warrants and other securities convertible into, or exchangeable or exercisable for (at any time or upon the occurrence of any event or contingency and without regard to any vesting or other conditions to which such securities may be subject), Ordinary Shares.

"Person" means any individual, corporation, partnership, limited liability company, limited liability partnership, syndicate, person, trust, association, organization or other entity or any governmental or regulatory body or other agency or authority or political subdivision thereof, including any successor, by merger or otherwise, of any of the foregoing.

"Registrable Securities" means (i) Ordinary Shares and any other securities of the Company issuable to the Holders upon exchange of the Notes pursuant to Article 13 of the Indenture and (ii) any other securities issued or issuable, directly or indirectly, in exchange for or with respect to the securities referenced in clause (i) above; provided, for the avoidance of doubt that the Notes shall in no case be deemed to be Registrable Securities. Any particular Registrable Securities shall cease to be Registrable Securities when (A) a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with such registration

statement, (B) such securities shall have been sold to the public pursuant to Rule 144 (or any successor provision) under the Securities Act or (C) such securities shall cease to be outstanding.

"Registration Expenses" means all fees and expenses incurred in connection with the Company's performance of or compliance with the provisions of Article II, including: (i) all registration, listing, qualification and filing fees (including FINRA filing fees); (ii) fees and expenses of compliance with state securities or "blue sky" laws (including counsel fees in connection with the preparation of a blue sky and legal investment survey and FINRA filings); (iii) printing and copying expenses; (iv) messenger and delivery expenses; (v) expenses incurred in connection with any road show; (vi) fees and disbursements of counsel for the Company; (vii) with respect to each registration, the fees and disbursements of one counsel (along with any reasonably necessary local counsel) for the selling Holder(s) incurred in connection with any Demand Registration or Piggyback Registration, whether or not any Registrable Securities are sold pursuant to a Demand Registration Statement or Piggyback Registration Statement; (viii) fees and disbursements of independent public accountants, including the expenses of any audit or "cold comfort" letter, and fees and expenses of other persons, including special experts, retained by the Company; (ix) any underwriting fees, discounts, selling commissions, and stock transfer taxes and related legal and other fees, in each case, to the extent applicable to any sale or other disposition of securities by the Company and in respect of which proceeds are received by the Company; and (x) all internal expenses of the Company (including all salaries and expenses of officers and employees performing legal or accounting duties).

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

ARTICLE II
REGISTRATION RIGHTS

Section 2.1 Demand Registrations.

(a) (i) Subject to Section 2.1(b), at any time or from time to time after the earlier of (x) six months prior to the Maturity Date of the Notes and (y) the date that is six (6) months after the date of consummation of the Abra Public IPO, one or more Holders shall have the right to request, by written notice to the Company (a "Demand Notice" and each such requesting Holder being an "Initiating Holder") that the Company effect the registration (a "Demand Registration") under the Securities Act (other than pursuant to a registration statement on Form F-4, Form S-4 or Form S-8 or any similar or successor form under the Securities Act) of any or all of the Registrable Securities held by such Initiating Holder(s) on Form F-1 or any similar long-form registration statement (each such registration, a "Long-Form Registration" and, such Form F-1 or similar long-form registration statement, a "Long-Form Registration Statement"), or, if available, on Form F-3 or any similar short-form registration statement (including pursuant to Rule 415 under the Securities Act) (each such registration, a "Short-Form Registration" and, such Form F-3 or similar short-form registration statement, a "Short-Form Registration Statement"). Such Demand Notice shall specify the number of Registrable Securities to be included in such registration by such Initiating Holders (which number of

Registrable Securities shall have an aggregate anticipated offering price of at least $50,000,000.00 (based on the market price of the Ordinary Shares as of the date of the Demand Notice)) and the intended method of distribution thereof.

Following receipt of a Demand Notice, the Company shall promptly (but in any event, not later than five (5) Business Days following the Company's receipt of such Demand Notice) give written notice of the receipt of such Demand Notice (the "Demand Exercise Notice") to all other Holders that, to its knowledge, hold Registrable Securities (each, a "Demand Eligible Holder"). If the request for registration contemplates an underwritten public offering, the Company shall state such in the Demand Exercise Notice, and, in such event the right of any Person to participate in such registration shall be conditioned upon such Person's participation in such underwritten public offering and the inclusion of such Person's Registrable Securities in the underwritten public offering to the extent provided herein. Any request from Demand Eligible Holders must be delivered to the Company within ten (10) Business Days after the receipt of the Demand Exercise Notice and must specify the maximum number of Registrable Securities intended to be disposed of by such Demand Eligible Holders.

(ii) The Company shall file a Long-Form Registration Statement or a Short-Form Registration Statement (each, a "Demand Registration Statement") within forty-five (45) days, respectively, following the receipt of such Demand Notice and shall use its reasonable best efforts to effect, at the earliest practicable date, the registration under the Securities Act and under the applicable U.S. state securities laws of:

(A) the Registrable Securities that the Company has been so requested to register by the Initiating Holder(s) in the Demand Notice; and

(B) all other Registrable Securities that the Company has been requested to register by the Demand Eligible Holders by written request (the "Demand Eligible Holder Request") given to the Company within ten (10) Business Days following the receipt of such Demand Notice; and

(C) any Ordinary Shares to be offered and sold by the Company,

in each case subject to Section 2.1(a)(vi), to permit the disposition (in accordance with the intended methods of disposition) of the securities to be so registered.

(iii) The Company shall not be obligated to effect more than two (2) Long-Form Registrations in any twelve (12) month period. Each Holder shall be entitled to request, pursuant to this Section 2.1, so long as the Company is permitted to file Short-Form Registration Statements under U.S. federal securities laws, an unlimited number of Short-Form Registrations in which the Company shall pay all Registration Expenses pursuant to Section 2.5.

(iv) The Company shall use its reasonable best efforts to have the Demand Registration Statement declared effective by the SEC and, subject to Section 2.1(b)(i), for the lesser of (i) the period of time necessary for the underwriters or applicable Holders to sell all of the Registrable Securities covered by such Demand Registration Statement and (ii) 180 days (the "Effectiveness Period"), to keep the Demand Registration Statement continuously effective (including by filing with the SEC a post-effective amendment or a supplement to the

Demand Registration Statement or the related prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Demand Registration Statement, in each case, if required by the rules, regulations, or instructions applicable to the registration form used by the Company for such Demand Registration Statement or by the Securities Act, any state securities or "blue sky" laws, or any other rules and regulations thereunder or if otherwise necessary); provided that, if the Demand Registration Statement is not declared effective within the earliest of (x) 90 calendar days after the filing of such Demand Registration Statement, (y) 150 calendar days after the delivery of the Demand Notice, or (z) two years after the date hereof, the interest rate on the Notes will be increased by 2.00% per annum until the date such Demand Registration Statement is declared effective or withdrawn pursuant to Section 2.01(a)(v). Any additional interest payable by the Company pursuant to this Section 2.1(a)(iv) will be paid in accordance with and pursuant to Section 2.03 of the Indenture.

(v) A Demand Registration requested pursuant to this Section 2.1 shall not be deemed to have been effected and shall not count towards the two (2) Long-Form Registrations permitted in any twelve (12) month period:

(A) if the Demand Registration Statement is withdrawn without becoming effective;

(B) if the Demand Registration Statement has not been declared effective or does not remain effective in compliance with the provisions of the Securities Act and the applicable laws of any state or other jurisdiction applicable to the disposition of the Registrable Securities covered by such Demand Registration Statement for the Effectiveness Period;

(C) if, after it has become effective, such Demand Registration Statement becomes subject to any stop order, injunction, or other order or requirement of the SEC or other governmental or regulatory agency or court for any reason other than a violation of applicable law solely by any selling security holder and has not thereafter become effective;

(D) in the event of an underwritten offering, if the conditions to closing specified in the underwriting agreement entered into in connection with such registration are not satisfied or waived other than by reason of wrongful act or omission by a selling security holder; or

(E) if the Company does not include in the applicable Demand Registration Statement any Registrable Securities held by an Initiating Holder that are required by the terms hereof to be included in such Demand Registration Statement;

in each case, provided that the Registration Expenses incurred in connection with any such Demand Registration shall be borne by the Company in accordance with Section 2.5.

(vi) If Initiating Holder(s) intend to distribute the Registrable Securities covered by a Demand Registration by means of an underwritten offering and the managing

underwriters of such underwritten offering advise the Company that, in their reasonable view, the number of Registrable Securities proposed to be included in such offering (including Registrable Securities requested by Holders to be included in such offering and any Ordinary Shares that the Company or any other Person proposes to be included) exceeds the number of Registrable Securities that can be sold in such underwritten offering or the number of Registrable Securities proposed to be included in such Demand Registration would adversely affect the price of the securities proposed to be sold in such underwritten offering (in either situation, the "Maximum Demand Offering Size"), then the Company shall so advise the Initiating Holder(s) and the Demand Eligible Holders with Registrable Securities requested to be included in such underwritten offering (such Demand Eligible Holders, together with the Initiating Holders, the "Participating Holders"), and shall include in such offering the number of Registrable Securities that can be so sold in the following order of priority, up to the Maximum Demand Offering Size: (i) first, the Registrable Securities requested to be included in such underwritten offering by the Initiating Holder(s) and the Demand Eligible Holders, allocated, if necessary for the offering not to exceed the Maximum Demand Offering Size, pro rata among the Initiating Holders and Demand Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each such Holder, up to the Maximum Demand Offering Size; (ii) second, any securities proposed to be registered by the Company; and (iii) third, other securities requested to be included in such underwritten offering to the extent permitted hereunder, allocated, if necessary for the offering not to exceed the Maximum Demand Offering Size, pro rata among the respective holders of such other securities on the basis of the number of securities requested to be included therein by each such holder.

(vii) The determination of whether any offering of Registrable Securities pursuant to a Demand Registration will be an underwritten offering shall be made in the sole discretion of Initiating Holders included in such underwritten offering, and such Initiating Holders shall have the right to (i) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees, and (ii) select the investment banker(s) and manager(s) to administer the offering (which shall consist of one or more reputable nationally recognized investment banks reasonably satisfactory to the Company) and one firm of counsel to represent all of the Holders (along with any reasonably necessary local counsel), in connection with such Demand Registration; provided (A) that the Company shall select such investment banker(s) and manager(s) if the Initiating Holders cannot so agree by Majority Participating Holders on the same within a reasonable time period, and (B) that the Company shall not be obligated to effect any such underwritten offering if the aggregate proceeds expected to be received from the sale of the Registrable Securities requested to be sold in such Demand Registration, in the good faith judgment of the managing underwriter(s), is less than $75,000,000 or its equivalent.

(viii) Any Holder whose Registrable Securities were to be included in any such registration pursuant to this Section 2.1 may elect to withdraw any or all of its Registrable Securities therefrom, without liability to any of the other Holders and without prejudice to the rights of any such Holder to include Registrable Securities in any future registration (or registrations), by written notice to the Company delivered no less than two (2) Business Days prior to the effective date of the relevant Demand Registration Statement.

(b) The Demand Registration rights granted in Section 2.1(a) to the Holders are subject to the following provisions:

(i) in addition to the Long-Form Registrations provided pursuant to Section 2.1, each Holder shall be entitled to request, pursuant to Section 2.1, so long as the Company is permitted to file Short-Form Registration Statements under federal securities laws, Short-Form Registrations in which the Company shall pay all Registration Expenses. Any Short-Form Registration may be, at the request of the Initiating Holders, a shelf registration pursuant to Rule 415 under the Securities Act (a "Shelf Registration" and, such shelf registration statement, a "Shelf Registration Statement"). Demand Registrations shall be Short-Form Registrations if such Demand Registration is made during the time the Company is permitted to use any applicable Short-Form Registration Statement. From and after twelve (12) calendar months following the consummation of the Abra Public IPO and so long as the Company is subject to the reporting requirements of the Exchange Act, the Company shall use its commercially reasonable best efforts to make Short-Form Registrations on Form F-3 available for the sale of Registrable Securities. The Company shall use its commercially reasonable best efforts to cause any Shelf Registration Statement to be declared or become effective under the Securities Act as soon as practicable after filing, and once effective, the Company shall cause such Shelf Registration Statement to remain effective for a period ending on the earliest of (a) the date on which all Registrable Securities covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement and (b) the date as of which there are no longer any Registrable Securities; provided that, if the Shelf Registration Statement is not declared effective within 60 calendar days after the filing of such Shelf Registration Statement or 120 calendar days after the delivery of the Demand Notice, the interest rate on the Notes will be increased by 2.00% per annum until the date such Shelf Registration Statement is declared effective or withdrawn pursuant to this Section 2.01(b)(i). Any additional interest payable by the Company pursuant to this Section 2.1(b)(i) will be paid in accordance with and pursuant to Section 2.03 of the Indenture. Initiating Holders making a request for a Short-Form Registration hereunder may withdraw from such registration at any time prior to the effective date of such Short-Form Registration, so long as all Initiating Holders withdraw, in which case the Company shall provide reasonable prior notice to all Holders who are participating in the Short-Form Registration and may withdraw such registration (unless otherwise requested in writing by another Holder, to the extent that such other Holder has the right to demand a Short-Form Registration at such time in accordance with this Article II) and such request shall not count as a Short-Form Registration unless such registration becomes effective following such a written request by such Holders.

(ii) Each Holder agrees that upon receipt from the Company of notice pursuant to Section 2.4(f), such Holder shall immediately discontinue offer and sales of the Registrable Securities under any registration statement until such Holder receives copies of a supplemented or amended prospectus that corrects the misstatements or omissions referred to in the notice and receives notice that the relevant post-effective amendment has become effective; provided, however, that the applicable Effectiveness Period shall automatically be extended by the amount of time the Holder is required to discontinue disposition of such securities.

(c) In connection with any Demand Registration, the Company shall have the right to designate the lead managing underwriter in connection with any Demand Registration and each other managing underwriter for such registration; provided, that, in each case, each

such underwriter is reasonably satisfactory to the Majority Participating Holders (which approval shall not be unreasonably withheld or delayed).

Section 2.2 Piggyback Registrations.

(a) If, at any time, the Company proposes or is required to register any of its equity securities under the Securities Act (other than pursuant to (i) registrations on such form or similar form(s) solely for registration of securities in connection with an employee benefit plan or dividend reinvestment plan or (ii) a Demand Registration under Section 2.1) on a registration statement on Form F-1 or Form F-3 or an equivalent general registration form then in effect, or conduct an underwritten offering pursuant to such registration statement, whether or not for its own account (a "Piggyback Registration Statement"), the Company shall give prompt written notice of its intention to do so to each Holder of record of Registrable Securities (the "Piggyback Notice"). Such Piggyback Notice shall be provided reasonably in advance of (and in any event at least ten (10) Business Days before) the anticipated filing date of such Piggyback Registration Statement (or, if applicable, the anticipated launch date of such offering). The Piggyback Notice shall offer the Holders the opportunity to include for registration in such Piggyback Registration Statement the number of Registrable Securities as they may request, subject to Section 2.2(b) (a "Piggyback Registration"). Subject to Section 2.2(b), the Company shall use its reasonable best efforts to include in each such Piggyback Registration such Registrable Securities for which the Company has received written requests (each, a "Piggyback Request") from Holders within ten (10) Business Days after giving the Piggyback Notice. Holders shall be entitled to request an unlimited number of Piggyback Registrations, subject to the terms and conditions set forth herein. If a Holder decides not to include any or all of its Registrable Securities in any Piggyback Registration Statement thereafter filed by the Company, such Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Piggyback Registration Statements or Demand Registration Statements, all subject to the terms and conditions set forth herein. The Company shall use its reasonable best efforts to effect the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register pursuant to the Piggyback Requests, to the extent required to permit the disposition of the Registrable Securities so requested to be registered.

(b) If the Piggyback Registration under which the Company gives notice pursuant to Section 2.2(a) is an underwritten offering, and the managing underwriter or managing underwriters of such offering advise the Company and the Holders that, in their reasonable view, the amount of securities requested to be included in such registration (including the Registrable Securities requested by the Holders to be included in such offering and any securities that the Company or any other Person proposes to be included) exceeds the number of securities that can be sold in such underwritten offering or the number of securities proposed to be included in such Piggyback Registration would adversely affect the price of the securities proposed to be sold in such underwritten offering (in either situation, the "Maximum Piggyback Offering Size") (which, for the purposes of a Piggyback Registration shall be within a price range reasonably acceptable to the Company), then the Company, in case of a primary Piggyback Registration, or the Holders of a majority of the Registrable Securities to be included, in case of a secondary Piggyback Registration, shall so advise all Holders with Registrable Securities requested to be included in such Piggyback Registration, and shall include in such offering the number which can be so sold in the following order of priority, up to the Maximum Piggyback

Offering Size: (i) first, the securities that the Company proposes to sell up to the Maximum Piggyback Offering Size, if any; (ii) second, the Registrable Securities requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Piggyback Offering Size, pro rata among the Holders on the basis of the number of Registrable Securities requested to be included therein by each such Holder, up to the Maximum Piggyback Offering Size; and (iii) third, other securities requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Piggyback Offering Size, pro rata among the holders thereof on the basis of the number of securities requested to be included therein by each such Holder. All Holders requesting to be included in the Piggyback Registration must sell their Registrable Securities to the underwriters selected as provided in Section 2.2(d) on the same terms and conditions as apply to the Company if such underwritten offering is consummated.

(c) The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.2 prior to the effective date of such Piggyback Registration Statement, whether or not any Holder has elected to include Registrable Securities in such Piggyback Registration Statement, without prejudice, however, to the right of the Holders immediately to request that such registration be effected as a registration under Section 2.1 to the extent permitted thereunder and subject to the terms set forth therein. The Company shall promptly give notice of the withdrawal or termination of any registration to each Holder who has elected to participate in such registration. The Registration Expenses of such withdrawn or terminated registration shall be borne by the Company in accordance with Section 2.5.

(d) If a Piggyback Registration pursuant to this Section 2.2 involves an underwritten offering, the Company shall have the right to (i) determine the plan of distribution, including the price at which the securities are to be sold and the underwriting commissions, discounts, and fees, and (ii) select the investment banker or bankers and managers to administer the offering, including the lead managing underwriter or underwriters.

(e) No registration effected under this Section 2.2 shall relieve the Company of its obligations to effect any registration of the offer and sale of Registrable Securities upon request under Section 2.1 (subject to compliance with any applicable covenants in any applicable underwriting agreement) and no registration effected pursuant to Section 2.1 shall be deemed to have been effected pursuant to this Section 2.2.

Section 2.3 [Reserved].

Section 2.4 Registration Procedures. Whenever the Holders have requested that their Registrable Securities be registered pursuant to Section 2, the Company shall use its commercially reasonable best efforts to as promptly as reasonably practicable effect the registration and sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as expeditiously as reasonably practicable:

(a) prepare and file with the SEC a registration statement, and all amendments and supplements thereto and related prospectuses as may be necessary to comply with applicable securities laws, with respect to such Registrable Securities and use its commercially reasonable

best efforts to cause such registration statement to be declared or become effective as soon as reasonably practicable after filing; provided, that, before filing a registration statement or prospectus or any amendments or supplements thereto or any Issuer Free Writing Prospectus related thereto, the Company shall furnish to the counsel for the selling Holder(s) copies of all such documents proposed to be filed (including all exhibits thereto), which documents shall be subject to the reasonable review and comment of such counsel. Upon filing such documents, the Company shall reasonably promptly notify in writing such counsel of the receipt by the Company of any written comments by the SEC with respect to such registration statement or prospectus or any amendment or supplement thereto or any written request by the SEC for the amending or supplementing thereof or for additional information with respect thereto. The Company shall not file any such registration statement or prospectus or any amendments or supplements thereto (including such documents that, upon filing, would be incorporated or deemed to be incorporated by reference therein) or any Issuer Free Writing Prospectus thereto with respect to a Demand Registration to which the Holders of a majority of the Registrable Securities covered by such registration statement, their counsel, or the managing underwriters, if any, shall reasonably object, in writing, on a timely basis, unless, in the opinion of the Company, such filing is necessary to comply with applicable law;

(b) notify each Holder of Registrable Securities of the effectiveness of each registration statement filed hereunder and prepare and file with the SEC such amendments and post-effective amendments as may be necessary to keep such registration statement continuously effective during the applicable Effectiveness Period; (ii) cause the related prospectus to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provision then in force) under the Securities Act; and (iii) comply with the provisions of the Securities Act, the Exchange Act, and the rules and regulations of the SEC promulgated thereunder applicable to it with respect to the disposition of all securities covered by such registration statement during the applicable Effectiveness Period;

(c) if requested by the managing underwriters, reasonably promptly include in a prospectus supplement or post-effective amendment such information as the managing underwriters reasonably request in order to permit the intended method of distribution of such securities and make all required filings of such prospectus supplement or such post-effective amendment as soon as practicable after the Company has received such request; provided, however, that the Company shall not be required to take any actions under this Section 2.4(c) that are not, in the opinion of counsel for the Company, in compliance with applicable law;

(d) furnish to each seller of Registrable Securities such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus), each Issuer Free Writing prospectus used in connection therewith, and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller, and the Company hereby consents to the use of such prospectus and each amendment or supplement thereto by each of the selling Holders of Registrable Securities and the underwriters or agents, if any, in connection with the offering and sale of the Registrable Securities covered by such prospectus and any amendment or supplement thereto;

(e) use its commercially reasonable best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as determined by the underwriters after consultation with the Company and the Holders participating in the offering and do any and all other acts and things that may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided, however, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subsection; (B) subject itself to taxation in any such jurisdiction; or (C) consent to general service of process in any such jurisdiction);

(f) reasonably promptly notify each seller of Registrable Securities, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of any event as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, in the case of any prospectus, Issuer Free Writing Prospectus or supplement thereto, in the light of the circumstances under which they were made, and, at the request of any such seller, the Company shall as promptly as reasonably practicable prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) in connection with any underwritten offering, if at any time the information conveyed to a purchaser at the time of sale includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, reasonably promptly file with the SEC such amendments or supplements to such information as may be necessary so that the statements as so amended or supplemented will not, in the light of the circumstances under which they were made, be misleading;

(h) take all reasonable action to ensure that any Issuer Free Writing Prospectus utilized in connection with any registration covered by Section 2.1 or Section 2.2 complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus (and any amendment or supplement thereto), will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) cooperate with the selling Holders of Registrable Securities and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates (not bearing any legends) representing Registrable Securities to be sold after receiving written representations from each Holder of such Registrable Securities that the Registrable Securities represented by the certificates so delivered by such Holder will be transferred in accordance with the registration statement, and enable such Registrable Securities to be issued in such denominations and registered in such names as the managing underwriters, if any, or Holders may request at least two (2) Business Days prior to any sale of Registrable Securities in an

underwritten public offering, but in any other such sale, within ten (10) Business Days prior to having to issue the securities;

(j) use its reasonable best efforts to cause all such Registrable Securities to be listed or quoted, as applicable, on each securities exchange or similar quotation system, on which similar securities issued by the Company are then listed or quoted;

(k) provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(l) (i) subject to Section 2.6, enter into an underwriting or placement agreement in form, scope and substance as is customary in underwritten offerings or broker-facilitated transactions, as applicable, and take all such other actions as are reasonably requested by the managing underwriters or placement agents, as applicable, in order to expedite or facilitate the registration or the disposition (including by using commercially reasonable best efforts to have officers and senior management of the Company and its Subsidiaries participate in "road shows," including analyst or investor presentations, as part of the selling efforts relating to any underwritten Demand Registration) of such Registrable Securities, and in such connection make such representations and warranties to the Holders of such Registrable Securities for the limited purpose of their participation in the offering and the underwriters, with respect to the business of the Company and its Subsidiaries, and the registration statement, prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and confirm the same if and when requested; (ii) use its reasonable best efforts to obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the underwriters (or representative(s) thereof)), addressed to each of the underwriters (or representative(s) thereof) covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by the managing underwriters; (iii) use its reasonable best efforts to obtain "comfort" letters (including, as applicable, bring-down letters in respect thereof) from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any Subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the registration statement), addressed to each of the underwriters (or representative(s) thereof), such letters to be in customary form and covering matters of the type customarily covered in "comfort" letters in connection with underwritten offerings; (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable to the Holders of Registrable Securities than those set forth in Section 2.9 (or such other provisions and procedures acceptable to Holders of a majority of the Registrable Securities covered by such registration statement and the managing underwriters or agents) with respect to all parties to be indemnified pursuant to Section 2.9; and (v) deliver such documents and certificates as may be reasonably requested by the Holders of a majority of the Registrable Securities being sold pursuant to such registration statement, their counsel and the managing underwriters to evidence compliance with any customary conditions contained in the underwriting agreement or similar agreement entered into by the Company. The above shall be done at each closing under such underwriting agreement, or as and to the extent required thereunder;

(m) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors, members, managers, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement; provided, however, that any information that is not generally publicly available at the time of delivery of such information shall be kept confidential by such persons unless (i) disclosure of such information is required by court or administrative order; (ii) disclosure of such information, in the opinion of counsel to such person, is required by law or applicable legal process; or (iii) such information becomes generally available to the public other than as a result of a disclosure or failure to safeguard by such person. In the case of a proposed disclosure pursuant to clauses (i) or (ii) of this Section 2.4, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure and, if requested by the Company, assist the Company, at the Company's expense, in seeking to prevent or limit the proposed disclosure. Without limiting the foregoing, no such information shall be used by such person as the basis for any market transactions in securities of the Company or its Subsidiaries in violation of law;

(n) otherwise use its commercially reasonable best efforts to comply with all applicable rules and regulations of the SEC and any self-regulatory organization applicable to the Company, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(o) permit any Holder of Registrable Securities which Holder, in its sole and exclusive judgment, might be deemed to be an underwriter or a controlling person of the Company, to participate in the preparation of such registration or comparable statement and to require the insertion therein of material related to such Holder, furnished to the Company in writing, which in the reasonable judgment of such Holder and its counsel should be included;

(p) reasonably promptly notify each seller of Registrable Securities (i) of the issuance by the SEC of any stop order suspending the effectiveness of a registration statement or of any order preventing or suspending the use of any preliminary prospectus; or (ii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of a registration statement or any of the Registrable Securities for offer or sale in any jurisdiction;

(q) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Registrable Securities included in such registration statement for sale in any jurisdiction, use its commercially reasonable best efforts to promptly obtain the withdrawal of such order;

(r) use its commercially reasonable best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of such Registrable Securities, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Company will cooperate in all reasonable respects with the filing of such registration statement and the granting of such approvals, as may be necessary to enable the seller or sellers thereof or the underwriters to consummate the disposition of such Registrable Securities;

(s) if requested by a managing underwriter, agree, and cause the Company and any directors or officers of the Company to agree, to be bound by customary "lock-up" agreements restricting the ability to dispose of Company securities;

(t) cooperate and assist in any filings required to be made with FINRA and in the performance of any due diligence investigation by any underwriter that is required to be undertaken in accordance with the rules and regulations of FINRA; and

(u) use its commercially reasonable best efforts to take all other steps necessary to effect the registration of Registrable Securities contemplated hereby.

To the extent the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) (a "WKSI") at the time any Demand Registration request is submitted to the Company, and such Demand Registration request requests that the Company file an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an "automatic shelf registration statement") on Form F-3 or Form S-3, as applicable, the Company shall file an automatic shelf registration statement that covers those Registrable Securities that are requested to be registered. The Company shall use its commercially reasonable best efforts to remain a WKSI (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period during which such automatic shelf registration statement is required to remain effective. If the Company does not pay the filing fee covering the Registrable Securities at the time the automatic shelf registration statement is filed, the Company agrees to pay such fee at such time or times as the Registrable Securities are to be sold. If the automatic shelf registration statement has been outstanding for at least three (3) years, at the end of the third (3rd) year the Company shall refile a new automatic shelf registration statement covering the Registrable Securities, if there are any remaining Registrable Securities covered thereunder. If at any time when the Company is required to re-evaluate its WKSI status the Company determines that it is not a WKSI, the Company shall use its commercially reasonable best efforts to refile the shelf registration statement on Form F-3 or Form S-3, as applicable, and, if such form is not available, Form F-1 or Form S-1, as applicable, and keep such registration statement effective during the period during which such registration statement is required to be kept effective.

If the Company files any shelf registration statement for the benefit of the holders of any of its securities other than the Holders, the Company agrees that, subject to applicable law, it shall include in such registration statement such disclosures as may be required by Rule 430B under the Securities Act (referring to the unnamed selling security holders in a generic manner by identifying the initial offering of the securities to the Holders) in order to ensure that the

Holders may be added to such shelf registration statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment.

The Company may require each Holder of Registrable Securities as to which any registration is being effected to furnish to the Company in writing such information required in connection with such registration regarding such seller and the distribution of such Registrable Securities as the Company may, from time to time, reasonably request in writing, and the Company may exclude from such registration the Registrable Securities of any Holder who unreasonably fails to furnish such information within a reasonable time after receiving such request.

If any such registration statement or comparable statement under "blue sky" laws refers to any Holder by name or otherwise as the Holder of any securities of the Company, such Holder shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to such Holder and the Company, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Company or (ii) in the event that such reference to such Holder by name or otherwise is not in the judgment of the Company, as advised by counsel, required by the Securities Act or any similar federal statute or any state "blue sky" or securities law then in force, the deletion of the reference to such Holder.

Section 2.5 Registration Expenses.

(a) The Company shall pay all Registration Expenses (i) with respect to any Demand Registration whether or not it becomes effective or remains effective for the period contemplated by Section 2.4(b) and (ii) with respect to any registration effected under Section 2.2.

(b) Notwithstanding the foregoing, in connection with any registration hereunder, each Holder of Registrable Securities being registered shall pay all underwriting discounts and commissions and any transfer taxes, if any, attributable to the sale of such Registrable Securities, pro rata with respect to payments of discounts and commissions in accordance with the number of shares sold in the offering by such.

Section 2.6 Underwritten Offerings.

(a) In connection with any underwritten offering, any Holder participating in the offering shall be a party to the underwriting agreement to be entered into by the Company pursuant to Section 2.4(l) at the request of the underwriters, which underwriting agreement shall be customary in form and substance; provided that no Holder shall be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties or agreements regarding such Holder, its ownership of and title to the Registrable Securities and its intended method of distribution; provided further, that the underwriting agreement will contain indemnities generally to the effect and to the extent of those provided in Section 2.9.

(b) [Reserved].

(c) No Holder may participate in any registration hereunder that is underwritten unless such Holder (i) agrees to sell such Holder's securities on the terms and conditions provided in any underwriting arrangements approved by the Holder or Holders entitled hereunder to select the investment banker(s) and manager(s) to administer the offering (provided that no Holder of Registrable Securities shall be required to sell more than the number of Registrable Securities that such Holder has requested to include); and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements; provided, however, that no Holder of Registrable Securities included in any underwritten registration who is not a management employee of the Company shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding such Holder and such Holder's ownership of Registrable Securities and such Holder's intended method of distribution), or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as otherwise provided in Section 2.9.

Section 2.7 Holdback Agreements.

(a) No Holder of Registrable Securities shall effect any public sale or distribution (including sales pursuant to Rule 144) of Ordinary Shares or Ordinary Shares Equivalents during the ten (10) days prior to and during the ninety (90)-day period, or, in the case of the Abra Public IPO, the one hundred eighty (180)-day period, following the effective date of an underwritten Demand Registration or underwritten Piggyback Registration (except as part of such underwritten registration, in accordance with the terms of this Agreement), unless the underwriters managing the registered public offering otherwise agree (provided that any such agreement by such underwriters to allow any Holder to publicly sell or distribute Ordinary Shares or Ordinary Shares Equivalents shall be deemed to be an agreement to allow each Holder to publicly sell or distribute a pro rata amount (on the basis of the amount of Ordinary Shares or Ordinary Shares Equivalents owned by each such Holder) of Ordinary Shares or Ordinary Shares Equivalents), and subject to reasonable and customary exceptions to be agreed with such underwriters. Each Holder agrees to execute and deliver such other customary agreements as may be reasonably requested by the Company or the underwriters managing the registered public offering that are consistent with the foregoing or that are necessary to give further effect thereto.

(b) The Company (i) shall not effect any public sale or distribution of its Ordinary Shares or Ordinary Shares Equivalents or file any registration statement pertaining to such securities during the ten (10) days prior to and during the ninety (90)-day period, or the one hundred eighty (180)-day period, with respect to the Abra Public IPO, following the effective date of any underwritten Demand Registration or any underwritten Piggyback Registration (except as part of such underwritten registration or pursuant to registrations on Form F-4, S-4 or S-8 or any successor form which is then in effect), unless the underwriters managing the registered public offering otherwise agree; and (ii) shall use its commercially reasonable best efforts to cause each beneficial owner of its Ordinary Shares or Ordinary Shares Equivalents acquired from the Company at any time after the date of this Agreement (other than in a registered public offering) and all of its directors and executive officers to agree not to effect any public sale or distribution (including sales pursuant to Rule 144) of any Ordinary Shares or

Ordinary Shares Equivalents of the Company during such period (except as part of such underwritten registration, if otherwise permitted), unless the underwriters managing the registered public offering otherwise agree.

Section 2.8 No Required Sale. Nothing in this Agreement shall be deemed to create an independent obligation on the part of any Holder to sell any Registrable Securities pursuant to any effective registration statement.

Section 2.9 Indemnification.

(a) The Company agrees to indemnify and hold harmless, to the extent permitted by law, each Holder, its officers, directors, managers, members and/or partners and each Person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, actions, damages, liabilities and expenses caused by (i) any untrue or alleged untrue statement of a material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto, including any Issuer Free Writing Prospectuses used by the Company, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of any prospectus, Issuer Free Writing Prospectus or supplement thereto, in the light of the circumstances under which they were made); or (ii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance, except insofar as the same are made in reliance and in conformity with the written information prepared and furnished to the Company by a Holder of Registrable Securities or such underwriter, as the case may be, expressly for use therein. In addition, the Company will reimburse each Holder of Registrable Securities, its officers, directors, managers, members and/or partners and each Person who controls such Holder (within the meaning of the Securities Act), for any legal and any other expenses actually and reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability or action except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. In connection with an underwritten offering, the Company shall indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided in clause (i) of this Section 2.9(a) with respect to the indemnification of the Holders of Registrable Securities.

(b) In connection with any registration statement in which a Holder is participating, each such Holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such registration statement or any preliminary prospectus or prospectus or amendment or supplement thereto, including any Issuer Free Writing Prospectus, and, to the extent permitted by law, shall indemnify the Company, its directors and officers and each Person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of a material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make

the statements therein not misleading (in the case of any prospectus, Issuer Free Writing Prospectus or supplement thereto, in the light of the circumstances under which they were made), but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such Holder for the purpose of inclusion in such registration statement or prospectus; provided, however, that the obligation to indemnify shall be individual, not joint and several, for each Holder and shall be limited to the net amount of proceeds received by such Holder from the sale of Registrable Securities pursuant to such registration statement. In connection with an underwritten offering, the Holders shall, severally and not jointly, indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Company.

(c) Any Person entitled to indemnification hereunder shall (i) give reasonably prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided, however, that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not prejudiced the indemnifying party); and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party (which may be counsel to the indemnifying party in the same action). If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (which shall not be unreasonably withheld or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(d) If the indemnification provided for in Section 2.9(a) or Section 2.9(b) above is unavailable to an indemnified party in respect of any losses, claims, damages or liabilities referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities, in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and the indemnified parties, on the other hand, in connection with the statements or omissions or violations that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified parties, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 2.9(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in this Section 2.9(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities or actions in respect thereof referred to in the

immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No Person guilty of fraudulent misrepresentations (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The obligation of any Holder obliged to make contribution pursuant to this Section 2.9(d) shall be several and not joint, and no such Holder shall be obliged to make contribution in excess of an amount equal to the net amount proceeds received by such Holder from the Registrable Securities sold by such Holder in such registration.

(e) The indemnification and contribution provided for under this Section 2.9 shall be in addition to any other rights to indemnification or contribution which any indemnified party may have pursuant to law or contract and shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, manager, partner or controlling Person of such indemnified party and shall survive the transfer of the Registrable Securities by any such party.

ARTICLE III
GENERAL

Section 3.1 Adjustments Affecting Registrable Securities. The Company shall not effect or permit to occur any combination or split of Ordinary Shares that would adversely affect the ability of any Holder of any Registrable Securities to include such Registrable Securities in any registration contemplated by this Agreement or the marketability of such Registrable Securities in any such registration. The Company will take all reasonable steps necessary to effect a split of shares if in the reasonable judgment of (a) the Majority Participating Holders or (b) the managing underwriter for the offering in respect of such Demand Registration request, such split would enhance the marketability of the Registrable Securities. Each Holder shall vote all of its shares of capital stock in a manner, and to take all other actions necessary, to permit the Company to carry out the intent of the preceding sentence including, without limitation, voting in favor of an amendment to the Company's organizational documents in order to increase the number of authorized shares of capital stock of the Company.

Section 3.2 Rule 144. If the Company shall have filed a registration statement pursuant to the requirements of Section 12 of the Exchange Act or a registration statement pursuant to the requirements of the Securities Act in respect of the Ordinary Shares of the Company, the Company covenants that (a) so long as it remains subject to the reporting provisions of the Exchange Act, it will timely file the reports required to be filed by it under the Securities Act or the Exchange Act (including the reports under Sections 13 and 15(d) of the Exchange Act and any other information referred to in subparagraph (c)(1) of Rule 144) or, if the Company is not required to file such reports, it will, upon the request of any Holder, make publicly available other information so long as necessary to permit sales by such Holder under Rule 144 or any similar rules or regulations hereafter adopted by the SEC; and (b) it will take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144; or (ii) any similar rule or regulation hereafter adopted by the SEC. Upon the request of any

Holder of Registrable Securities, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements. Furthermore, the Company shall use reasonable best efforts to make the Registrable Securities Depository Trust Company (DTC) eligible.

Section 3.3 Nominees for Beneficial Owners. If Registrable Securities are held by a nominee for the beneficial owner thereof, the beneficial owner thereof may, at its option, be treated as the Holder of such Registrable Securities for purposes of any request or other action by any Holder or Holders of Registrable Securities pursuant to this Agreement or any determination of any number or percentage of shares constituting Registrable Securities held by any Holder or Holders of Registrable Securities contemplated by this Agreement; provided, that the Company shall have received assurances reasonably satisfactory to it of such beneficial ownership.

Section 3.4 No Inconsistent Agreements. The rights granted to the Holders of Registrable Securities hereunder do not in any way conflict with and are not inconsistent with any other agreements to which the Company is a party or by which it is bound.

Section 3.5 Most-Favored Nation. So long as there are Registrable Securities subject to this Agreement, upon any issuance by the Company of any new security and entrance into a registration rights agreement, with the registration rights agreement having any term that a Holder reasonably believes is more favorable to the holder of such security or with a term in favor of the holder of such security that the Holder reasonably believes was not similarly provided to the Holder in this Agreement, then (i) the Holder shall notify the Company of such additional or more favorable term within ten (10) business days of the issuance or amendment (as applicable) of the respective security, and (ii) such term, at such Holder's option, shall become a part of this Agreement. If a Holder elects to have the term become a part of this Agreement then the Company shall immediately deliver acknowledgment of such adjustment in form and substance reasonably satisfactory to the Holder (the "Acknowledgment") within ten (10) business days of the Company's receipt of request from such Holder, provided that the Company's failure to timely provide the Acknowledgement shall not affect the automatic amendments contemplated hereby.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Amendment and Waiver.

(a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Company and a majority in interest of the Holders or, in the case of a waiver, by the party or parties against whom the waiver is to be effective, in an instrument specifically designated as an amendment or waiver hereto; provided, however, that waiver by the Holders shall require the consent of a majority in interest of the Holders.

(b) No failure or delay of any party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or

any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder.

Section 4.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or if by facsimile or e-mail, upon written confirmation of receipt by facsimile, e-mail or otherwise, (b) on the first Business Day following the date of dispatch if delivered utilizing a next-day service by a recognized next-day courier or (c) on the earlier of confirmed receipt or the fifth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

(i) if to any Holder other than the Original Holders, to its last known address appearing on the books of the Company maintained for such purpose, and if to the Original Holders, to:

Elliott International, L.P.
Elliott Associates, L.P.
c/o Elliott Investment Management L.P.

360 S. Rosemary Ave., 18th Floor
West Palm Beach, FL 33401
E-mail: Elliott Greenberg (eGreenberg@elliottmgmt.com); Johannes Weber (jWeber@elliottmgmt.com); Benjamin Hsu (Bhsu@elliottmgmt.com)

Fratelli Investments Limited
Espoz 3150, Vitacura,
Santiago de Chile
Oficina 401 Chile,
Attention: Andres Segu (asegu@farcap.cl) and Fernando Melo (fmelo@farcap.cl)

with a copy (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166

Attention: Stefan G. dePozsgay
E-mail: SdePozsgay@gibsondunn.com

(ii) if to the Company, to:

Abra Group Limited

1 Ashley Road, 3rd Floor
Altrincham, Cheshire
United Kingdom

Attention: Richard F. Lark Jr. and Adrian Neuhauser
E-mail: rflark@abragroup.net / aneuhauser@abragroup.net

with a copy (which shall not constitute notice) to:

Milbank LLP
Av. Brigadeiro Faria Lima, 4100, 5th Floor
04538-132, São Paulo, São Paulo, Brazil
Attention: Tobias Stirnberg
E-mail: TStirnberg@milbank.com

or such other address as the Company or the Original Holders shall have specified to the other party in writing in accordance with this Section 4.2.

Section 4.3 Interpretation. When a reference is made in this Agreement to a Section, Article, Exhibit or Schedule such reference shall be to a Section, Article, Exhibit or Schedule of this Agreement unless otherwise indicated. The headings contained in this Agreement or in any Exhibit or Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to the Agreement as a whole and not to any particular provision in this Agreement. The term "or" is not exclusive. The word "will" shall be construed to have the same meaning and effect as the word "shall." References to days mean calendar days unless otherwise specified.

Section 4.4 Entire Agreement. This Agreement, the Indenture and the Purchase Agreement constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties with respect to the subject matter hereof and thereof.

Section 4.5 Third-Party Beneficiaries.

(a) The CSSN Consenting Holders and their permitted successors and assigns pursuant to the Support Agreement shall be third-party beneficiaries to this Agreement and are entitled to the rights and benefits afforded to the Original Holders hereunder to the extent they are holders of the Notes and may enforce the provisions hereof as if they were Original Holders party hereto.

(b) Except as provided in Section 2.9 or in Section 4.5(a), nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 4.6 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York.

Section 4.7 Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in New York as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient, except in the case of the Company, who has legally, validly, effectively and irrevocably designated, appointed and empowered Cogency Global, Inc., with an office at 122 East 42nd Street, 18th Floor, New York, NY 10168, as agent for service of process in any legal suit action or proceeding arising out of or related to this Agreement in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court). Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 4.8 Assignment; Successors. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. If any Person shall acquire Registrable Securities from any Holder in any manner, whether by operation of law or otherwise, such Person shall promptly notify the Company and such Registrable Securities acquired from such Holder shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be entitled to receive the benefits of and be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement. Any such successor or assign shall

agree in writing to acquire and hold the Registrable Securities acquired from such Holder subject to all of the terms hereof. If any Holder shall acquire additional Registrable Securities, such Registrable Securities shall be subject to all of the terms, and entitled to all of the benefits, of this Agreement.

Section 4.9 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any New York State or federal court sitting in the Borough of Manhattan in The City of New York (or, if such court lacks subject matter jurisdiction, in any appropriate New York State or federal court), this being in addition to any other remedy to which such party is entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

Section 4.10 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 4.11 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 4.12 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Counterparts may be delivered by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Abra Group Limited

By: DocuSigned by: Richard F. Lark, Jr. EB1522E34AB94EE
Name: Richard F. Lark, Jr.
Title: Director

By: _____
Name:
Title:

ELLIOTT ASSOCIATES, L.P.

By: Elliott Investment Management L.P., as attorney-in-fact

By: _____

Name: Elliot Greenberg

Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Hambledon, Inc., its general partner

By: Elliott Investment Management L.P., as attorney-in-fact

By: _____

Name: Elliot Greenberg

Title: Vice President

FRATELLI INVESTMENTS LIMITED

DocuSigned by:

By: Andrés Segú
5186C63E0681469...

Name: Andrés Segu
Title: Chairman

DocuSigned by:

By: Dieter Hauser Laclaustra
BFC7D44438E44CE...

Name: Dieter Hauser
Title: CEO