

Dated 6th of August 2025

COMMON DRAFT TERMS OF CROSS-BORDER MERGER

Regarding the proposed merger by acquisition

OF

CAMBROOKE THERAPEUTICS INTERNATIONAL LIMITED

AND

NUALTRA LIMITED

Ημερομηνία 6 Αυγούστου 2025

ΚΟΙΝΟ ΣΧΕΔΙΟ ΔΙΑΣΥΝΟΡΙΑΚΗΣ ΣΥΓΧΩΝΕΥΣΗΣ

Σχετικά με την προτεινόμενη συγχώνευση δια απορρόφησης

ΤΗΣ

CAMBROOKE THERAPEUTICS INTERNATIONAL LIMITED

ΚΑΙ

NUALTRA LIMITED

BACKGROUND

- (a) The group of companies known as Ajinomoto group of companies (the **Group**) under the ultimate ownership of Ajinomoto Inc., a company incorporated under the laws of Japan, having its registered office at 1-15-1, Chuo-ku, Tokyo, 104-8315, Japan is involved in a reorganisation of certain entities within the Group (the **Reorganisation**).
- (b) As part of the Reorganisation it is proposed that Cambrooke Therapeutics International Limited as transferor (the **Transferor**) will be merged with Nualtra Limited as the successor (the **Successor**) by way of cross-border merger by acquisition whereby, under universal title of succession, all of the assets and liabilities of the Transferor shall be transferred to the Successor and the Transferor shall be dissolved without going into liquidation as a result and will therefore cease to exist.
- (c) It is proposed that the Merger be effected as a merger by acquisition in accordance with the European Union (Cross-Border Conversions, Mergers and Divisions) Regulations Irish (SI 233/2023), and the Cyprus Companies Law, Cap. 113 and in compliance with Title II, Chapter II of Directive (EU) 2017/1132 of the European Parliament and the Council of 14 June 2017 relating to certain aspects of company law (as amended by the Mobility Directive (EU) 2019/2121 of the European Parliament and the Council of 27 November 2019).

1. DEFINITIONS

- 1.1 The following definitions apply throughout this document and in the background unless the context requires otherwise:

ΙΣΤΟΡΙΚΟ

- (α) Ο όμιλος εταιρειών γνωστός και ως όμιλος εταιρειών Ajinomoto (ο **Όμιλος**) υπό την τελική ιδιοκτησία της Ajinomoto Inc., μιας εταιρείας που έχει συσταθεί σύμφωνα με τους νόμους της Ιαπωνίας και έχει το εγγεγραμμένο γραφείο της στην 1-15-1, Chuo-ku, Τόκιο, 104-8315, Ιαπωνία εμπλέκεται στην αναδιοργάνωση ορισμένων οντοτήτων εντός του Ομίλου (η **Αναδιοργάνωση**).
- (β) Στα πλαίσια της Αναδιοργάνωσης, προτείνεται ότι η Cambrooke Therapeutics International Limited ως η μεταβιβάζουσα (η **Μεταβιβάζουσα**) θα συγχωνευθεί με την Nualtra Limited ως η διάδοχος (η **Διάδοχος**) μέσω διασυνοριακής συγχώνευσης δια απορρόφησης κατά την οποία, με καθολική διαδοχή, όλα τα περιουσιακά στοιχεία και οι υποχρεώσεις της Μεταβιβάζουσας θα μεταφερθούν στην Διάδοχο και η Μεταβιβάζουσα θα διαλυθεί χωρίς να τεθεί σε εκκαθάριση ως αποτέλεσμα και συνεπώς θα παύει να υφίσταται.
- (γ) Προτείνεται η Συγχώνευση να πραγματοποιηθεί ως συγχώνευση δια απορρόφησης σύμφωνα με τους Κανονισμούς της Ευρωπαϊκής Ένωσης (Διασυνοριακές Μετατροπές, Συγχωνεύσεις και Διασπάσεις) Ιρλανδίας (SI 233/2023), και σύμφωνα με τον Κυπριακό περί Εταιρειών Νόμο Κεφ. 113 και σύμφωνα με το Τμήμα II, Κεφάλαιο II της Οδηγίας (ΕΕ) 2017/1132 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου, της 14ης Ιουνίου 2017, σχετικά με ορισμένες πτυχές του εταιρικού δικαίου (ως αυτή τροποποιήθηκε από την Οδηγία (ΕΕ) 2019/2121 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου, της 27ης Νοεμβρίου 2019).

1 ΟΡΙΣΜΟΙ

- 1.1 Οι ακόλουθοι ορισμοί ισχύουν σε όλο το παρόν έγγραφο και στο ιστορικό, εκτός αν το πλαίσιο προνοεί διαφορετικά:

ΓΕΕ σημαίνει το Γραφείο Εγγραφής Εταιρειών της Ιρλανδίας;

CRO means the Companies Registration Office of Ireland;

Cyprus Regulations means sections 201Θ – 201ΚΖ of the Cyprus Companies Law, Cap. 113;

Directors' Explanatory Report means, with respect to the Merger, the report to be drawn up in accordance with Regulation 29 of the Irish Regulations and Regulation 201ΙΔ of the Cyprus Regulations;

Effective Date means the date on which the Merger becomes effective pursuant to the order issued by the Irish High Court;

Expert's Report means, with respect to a merger, the independent expert's report to be drawn up in accordance with Regulation 30 of the Irish Regulations and Regulation 201ΙΕ of the Cyprus Regulations;

Irish High Court means the High Court of Ireland;

Irish Regulations means the European Union (Cross-Border Conversions, Mergers and Divisions) Regulations Irish (Irish Statutory Instrument 233/2023) being the laws applicable to the Successor;

Merger means the proposed cross-border merger of the Merging Companies, to take place as a merger by acquisition, whereby under the laws of universal succession the Successor shall acquire all of the assets and the liabilities of the Transferor in exchange for the issue of shares in the Successor to the Parent, and the Transferor shall be dissolved without going into liquidation;

Merging Companies means together the Company and the Successor and each a **Merging Company**;

Merger Terms means these common draft terms of merger, which have been drawn up and adopted by the directors of the Successor in accordance with Regulation 28 of the Irish Regulations and drawn up and adopted by the directors of the Transferor in accordance with Regulation 201ΙΒ of the Cyprus Regulations;

Κυπριακοί Κανονισμοί σημαίνει τα άρθρα 201Θ - 201ΚΖ του Κυπριακού περί Εταιρειών Νόμου, Κεφ. 113;

Έκθεση του Διοικητικού Συμβουλίου σημαίνει, όσον αφορά τη Συγχώνευση, την έκθεση που πρέπει να συνταχθεί σύμφωνα με τον Κανονισμό 29 των Ιρλανδικών Κανονισμών και τον Κανονισμό 201ΙΔ των Κυπριακών Κανονισμών;

Ημερομηνία Ισχύος σημαίνει την ημερομηνία κατά την οποία η Συγχώνευση τίθεται σε ισχύ σύμφωνα με την απόφαση που θα εκδοθεί από το Ανώτατο Δικαστήριο της Ιρλανδίας;

Έκθεση Εμπειρογνώμονα σημαίνει, όσον αφορά συγχώνευση, την έκθεση ανεξάρτητου εμπειρογνώμονα που πρέπει να καταρτιστεί σύμφωνα με τον Κανονισμό 30 των Ιρλανδικών Κανονισμών και τον Κανονισμό 201ΙΕ των Κυπριακών Κανονισμών;

Ιρλανδικό Ανώτατο Δικαστήριο σημαίνει το Ανώτατο Δικαστήριο της Ιρλανδίας;

Ιρλανδικοί Κανονισμοί σημαίνει τους Κανονισμούς της Ευρωπαϊκής Ένωσης (Διασυνοριακές Μετατροπές, Συγχωνεύσεις και Διασπάσεις) της Ιρλανδίας (Ιρλανδικό Νομοθετικό Μέσο 233/2023) που είναι οι νόμοι που ισχύουν για την Διάδοχο;

Συγχώνευση σημαίνει την προτεινόμενη διασυνοριακή συγχώνευση των Συγχωνευόμενων Εταιρειών, η οποία θα πραγματοποιηθεί ως συγχώνευση με απορρόφηση, με την οποία, σύμφωνα με τους νόμους της καθολικής διαδοχής, η Διάδοχος θα αποκτήσει όλα τα περιουσιακά στοιχεία και τις υποχρεώσεις της Μεταβιβάζουσας με αντάλλαγμα την έκδοση μετοχών της Διαδόχου στη Μητρική, και η Μεταβιβάζουσα θα διαλυθεί χωρίς να τεθεί υπό εκκαθάριση;

Συγχωνευόμενες Εταιρείες σημαίνει από κοινού η Μεταβιβάζουσα και η Διάδοχος και κάθε μία από αυτές η **Συγχωνευόμενη Εταιρεία**;

Nualtra Cyprus means the branch of the Successor in Cyprus with its place of business at 195, Lemesou, 2540, Dali, Nicosia, Cyprus under registration number AE 3740;

Parent means Ajinomoto Cambrooke, Inc., corporation incorporated under the laws of State of Massachusetts in the Massachusetts, having its registered office at 4 Copeland Drive, Ayer, 01432, Massachusetts, United States of America, being the sole shareholder and parent company of each of the Merging Companies;

RoC means the department of Registrar of Companies and Intellectual Property in Cyprus;

Shares means, subject to Clause 5.6, 48,841 ordinary shares of €0.001 each in the capital of the Successor to be issued, at a premium, to the Parent in consideration of the Merger.

1.2 In these Merger Terms, unless otherwise specified:

(a) references to Clauses are to clauses of these Merger Terms;

(b) a reference to any statute or statutory provision or statutory instrument shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or re-enacted;

(c) headings to clauses are for convenience only and do not affect the interpretation of these Merger Terms;

(d) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and

(e) the schedules forms an integrated part of these Merger Terms.

Σχέδιο Συγχώνευσης σημαίνει το παρόν κοινό σχέδιο συγχώνευσης το οποίο καταρτίστηκε και εγκρίθηκε από τους διοικητικούς συμβούλους της Διάδοχου σύμφωνα με τον Κανονισμό 28 των Ιρλανδικών Κανονισμών και το οποίο καταρτίστηκε και εγκρίθηκε από τους διοικητικούς συμβούλους της Μεταβιβάζουσας σύμφωνα με τον Κανονισμό 2011B των Κυπριακών Κανονισμών;

Nualtra Κύπρου σημαίνει την αλλοδαπή εταιρεία της Διάδοχου στην Κύπρο με τόπο εργασίας της στην οδό Λεμεσού, 195, 2540, Δάλι, Λευκωσία, Κύπρος, με αριθμό εγγραφής AE 3740;

Μητρική σημαίνει την Ajinomoto Cambrooke, Inc., εταιρεία που έχει συσταθεί σύμφωνα με τους νόμους της Μασαχουσέτης των Ηνωμένων Πολιτειών της Αμερικής, με εγγεγραμμένο γραφείο στην Copeland Drive 4, Ayer, 01432, Μασαχουσέτη, Ηνωμένες Πολιτείες Αμερικής, η οποία είναι ο μοναδικός μέτοχος και η μητρική εταιρεία καθεμιάς από τις Συγχωνευόμενες Εταιρείες;

ΕΕ σημαίνει το τμήμα του Εφόρου Εταιρειών και Πνευματικής Ιδιοκτησίας στην Κύπρο;

Μετοχές σημαίνει, υπό την επιφύλαξη του Όρου 5.6, 48,841 συνήθεις μετοχές αξίας €0.001 η κάθε μία, στο κεφάλαιο της Διάδοχου, οι οποίες θα εκδοθούν, με υπέρ το άρτιο αξία, στη Μητρική ως αντάλλαγμα της Συγχώνευσης.

1.2 Στο παρόν Σχέδιο Συγχώνευσης, εκτός εάν ορίζεται διαφορετικά:

(α) αναφορές σε Όρους αναφέρονται σε όρους του παρόντος Σχεδίου Συγχώνευσης;

(β) η αναφορά σε οποιονδήποτε νόμο ή διάταξη νόμου ή νομοθετική πράξη θα ερμηνεύεται ως αναφορά στο ίδιο, όπως αυτό έχει τροποποιηθεί, τροποποιείται ή τίθεται εκ νέου σε ισχύ κατά καιρούς,

(γ) οι επικεφαλίδες των όρων είναι μόνο για λόγους ευκολίας και

δεν επηρεάζουν την ερμηνεία αυτού του Σχεδίου Συγχώνευσης;

2 MERGER BY ACQUISITION

2.1 It is proposed that, with effect from the Effective Date:

- (a) the Successor will absorb the Transferor by Merger;
- (b) all the assets and liabilities of the Transferor will be transferred, as a going concern, to the Successor and specifically to the Successor's Branch in Cyprus (i.e. Nualtra Cyprus);
- (c) Nualtra Cyprus will receive all assets and liabilities of the Transferor as a going concern and will continue to run the business of the Transferor;
- (d) the Transferor will be dissolved without going into liquidation; and
- (e) the Successor shall issue the Shares to the Parent in consideration of the Merger.

2.2 These Merger Terms have been drawn up and adopted by (i) a unanimous resolution of the board of directors of the Transferor passed on 6th of August 2025 for the purpose of Regulation 201IB of the Cyprus Regulations, and (ii) a unanimous resolution of the board of directors of the Successor passed on 6th of August 2025 for the purpose of Regulation 28 of the Irish Regulations.

2.3 Implementation of the Merger is subject to the approval of these Merger Terms by the Parent and the approval of the Merger by the Irish High Court, following the issuing of the pre-merger certificates in accordance with the provisions of the Irish Regulations and the Cyprus Regulations, respectively.

2.4 As a consequence of the Merger, the ownership, title and possession of the assets and liabilities of the Transferor shall pass to the Successor by universal succession and the Successor shall become entitled to the assets and shall assume, carry out, perform and complete the liabilities of the Transferor. All other

(δ) οι γενικές λέξεις δεν αποκτούν περιοριστική έννοια λόγω του γεγονότος ότι ακολουθούνται από συγκεκριμένα παραδείγματα που προορίζονται να περιληφθούν από τις γενικές λέξεις; και

(ε) τα παραρτήματα αποτελούν αναπόσπαστο μέρος του παρόντος Σχεδίου Συγχώνευσης.

2. ΣΥΓΧΩΝΕΥΣΗ ΔΙΑ ΑΠΟΡΡΟΦΗΣΗΣ

2.1 Προτείνεται ότι, με ισχύ από την Ημερομηνία Ισχύος:

(α) η Διάδοχος θα απορροφήσει την Μεταβιβάζουσα με Συγχώνευση.

(β) όλα τα περιουσιακά στοιχεία και οι υποχρεώσεις της Μεταβιβάζουσας θα μεταβιβαστούν, ως συνεχιζόμενη δραστηριότητα (going concern), στην Διάδοχο και συγκεκριμένα στην Αλλοδαπή Εταιρεία της Διαδόχου στην Κύπρο (δηλαδή στη Nualtra Κύπρου),

(γ) η Nualtra Κύπρου θα λάβει όλα τα περιουσιακά στοιχεία και τις υποχρεώσεις της Μεταβιβάζουσας ως συνεχιζόμενη δραστηριότητα (going concern) και θα συνεχίσει να διευθύνει την επιχείρηση της Μεταβιβάζουσας,

(δ) η Μεταβιβάζουσα θα διαλυθεί χωρίς να τεθεί υπό εκκαθάριση, και

(ε) η Διάδοχος θα εκδώσει τις Μετοχές στη Μητρική ως αντάλλαγμα για τη Συγχώνευση.

2.2 Το παρόν Σχέδιο Συγχώνευσης καταρτίστηκε και εγκρίθηκε με (i) με ομόφωνη απόφαση του διοικητικού συμβουλίου της Μεταβιβάζουσας με ημερομηνία 6 Αυγούστου 2025 για τους σκοπούς του Κανονισμού 201IB των Κυπριακών Κανονισμών και (ii) με ομόφωνη απόφαση του διοικητικού συμβουλίου της Διαδόχου που πάρθηκε στις 6 Αυγούστου 2025 για τους

	rights and obligations of the Transferor shall pass to the Successor on the Effective Date.		σκοπούς του Κανονισμού 28 των Ιρλανδικών Κανονισμών.
2.5	Following the Merger, the Transferor shall be dissolved without going into liquidation.	2.3	Η υλοποίηση της Συγχώνευσης θα εξαρτηθεί από την έγκριση του παρόντος Σχεδίου Συγχώνευσης από τη Μητρική και την έγκριση της Συγχώνευσης από το Ανώτατο Δικαστήριο της Ιρλανδίας, μετά την έκδοση των πιστοποιητικών προ - της συγχώνευσης σύμφωνα με τις διατάξεις των Ιρλανδικών Κανονισμών και των Κυπριακών Κανονισμών, αντίστοιχα.
3	LEGAL GROUNDS FOR THE MERGER TERMS		
3.1	The Parent is the sole member of each of the Merging Companies and holds the entire issued share capital of the Transferor and the Successor, free from all encumbrances.	2.4	Ως συνέπεια της Συγχώνευσης, η κυριότητα, ο τίτλος και η κατοχή των περιουσιακών στοιχείων και των υποχρεώσεων της Μεταβιβάζουσας, θα περιέλθουν στην Διάδοχο με καθολική διαδοχή και η Διάδοχος θα αποκτήσει δικαίωμα στα περιουσιακά στοιχεία και θα αναλάβει εκτελέσει, εκπληρώσει και ολοκληρώσει τις υποχρεώσεις της Μεταβιβάζουσας. Όλα τα άλλα δικαιώματα και υποχρεώσεις της Μεταβιβάζουσας θα περιέλθουν στην Διάδοχο κατά την Ημερομηνία Ισχύος.
3.2	None of the Merging Companies are, nor have been, the subject of any insolvency proceedings, nor have either of the Merging Companies been dissolved, declared bankrupt, had a liquidator appointed or been subject to any analogous event.	2.5	Κατόπιν της Συγχώνευσης, η Μεταβιβάζουσα θα διαλυθεί χωρίς να τεθεί υπό εκκαθάριση.
3.3	None of the Merging Companies has a works council and there is no trade union that has, amongst its members, employees of one of the Merging Companies or any of their respective subsidiaries.	3.	ΝΟΜΙΚΟΙ ΛΟΓΟΙ ΓΙΑ ΤΟ ΣΧΕΔΙΟ ΣΥΓΧΩΝΕΥΣΗΣ
3.4	No supervisory board or any other supervisory board has been appointed to any of the Merging Companies. Therefore, the requirements for approval and co-signing of the Merger Terms by supervisory directors do not apply.	3.1	Η Μητρική είναι το μοναδικό μέλος καθεμίας από τις Συγχωνευόμενες Εταιρείες και κατέχει το σύνολο του εκδοθέντος μετοχικού κεφαλαίου της Μεταβιβάζουσας και της Διαδόχου, ελεύθερο από κάθε βάρος.
4	REQUIREMENTS OF IRISH REGULATIONS AND CYPRUS REGULATIONS	3.2	Καμία από τις Συγχωνευόμενες Εταιρείες δεν αποτελεί, ούτε αποτέλεσε, αντικείμενο οποιασδήποτε διαδικασίας αφερεγγυότητας, ούτε καμία από τις Συγχωνευόμενες Εταιρείες έχει διαλυθεί, κηρυχθεί σε πτώχευση, έχει διοριστεί εκκαθαριστής ή έχει υποστεί οποιοδήποτε ανάλογο γεγονός.
4.1	It is proposed that the Merger be effected in accordance with Part 3 of the Irish Regulations and Regulation 2010(a) of the Cyprus Regulations pursuant to which the Transferor's assets and liabilities are to be acquired by the Successor in exchange for the issue of the Shares in the Successor to the Parent without a cash payment.	3.3	Καμία από τις Συγχωνευόμενες Εταιρείες δεν διαθέτει συμβούλιο εργαζομένων και δεν υπάρχει συνδικαλιστική οργάνωση, που να έχει μεταξύ των μελών της εργοδοτούμενους από τις Συγχωνευόμενες Εταιρείες ή

4.2	The legal name, form, registered office and registered number of the Transferor is as follows:	οποιασδήποτε από τις αντίστοιχες θυγατρικές τους.
	Cambrooke Therapeutics International Limited, incorporated under the laws of Cyprus, being a private company limited by shares, with registered office at Lemesou, 195, Dali, 2540, Nicosia, Cyprus and company registration number HE 345621.	3.4 Κανένα εποπτικό συμβούλιο ή άλλο εποπτικό όργανο δεν έχει διοριστεί σε καμία από τις Συγχωνευόμενες Εταιρείες. Ως εκ τούτου, οι απαιτήσεις για την έγκριση και την συνυπογραφή του Σχεδίου Συγχώνευσης από τους εποπτικούς συμβούλους δεν ισχύουν.
4.3	The legal name, form, registered office and registered number of the Successor is as follows:	4. ΑΠΑΙΤΗΣΕΙΣ ΤΩΝ ΙΡΛΑΝΔΙΚΩΝ ΚΑΝΟΝΙΣΜΩΝ ΚΑΙ ΚΥΠΡΙΑΚΩΝ ΚΑΝΟΝΙΣΜΩΝ
	Nualtra Limited, a private company limited by shares, incorporated under the laws of Ireland, with registered office located at Roselawn Suite 1, Roselawn House, National Technology Park Limerick, County Limerick, Ireland and company number 516122.	4.1 Προτείνεται ότι η Συγχώνευση θα πραγματοποιηθεί σύμφωνα με το Μέρος 3 των Ιρλανδικών Κανονισμών και τον Κανονισμό 201Θ(α) των Κυπριακών Κανονισμών, σύμφωνα με τους οποίους τα περιουσιακά στοιχεία και οι υποχρεώσεις της Μεταβιάζουσας θα αποκτηθούν από την Διάδοχο σε αντάλλαγμα για την έκδοση των Μετοχών στο κεφάλαιο της Διαδόχου στην Μητρική χωρίς καταβολή μετρητών.
4.4	As at the date of these Merger Terms, the Transferor has an authorised share capital of €5,000 divided to 4,000 unclassified shares of nominal value €1.00 each and 1,000 ordinary shares of €1.00 each and an issued share capital of €1,000 divided into 1,000 ordinary shares of €1.00 each, each share credited as fully paid. The sole shareholder of the Transferor is the Parent.	4.2 Η νομική μορφή, επωνυμία, το εγγεγραμμένο γραφείο και ο αριθμός εγγραφής της Μεταβιάζουσας είναι τα εξής:
		Η Cambrooke Therapeutics International Limited, η οποία έχει συσταθεί σύμφωνα με τον Κυπριακό νόμο, είναι ιδιωτική εταιρεία περιορισμένης ευθύνης με εγγεγραμμένο γραφείο στην οδό Λεμεσού, 195, Δάλι, 2540, Λευκωσία, Κύπρος, και αριθμό εγγραφής HE 345621.
4.5	As at the date of these Merger Terms, the Successor has an aggregate issued share capital of €903.71 divided into 913,709 ordinary shares of €0.001 each, each share credited as fully paid. The sole shareholder of the Successor is the Parent.	Η νομική μορφή, επωνυμία, το εγγεγραμμένο γραφείο και ο αριθμός εγγραφής της Διαδόχου είναι τα εξής:
		Nualtra Limited, μια ιδιωτική εταιρεία περιορισμένης ευθύνης δια μετοχές, η οποία έχει συσταθεί σύμφωνα με τον Ιρλανδικό νόμο, με εγγεγραμμένο γραφείο στην Roselawn Suite 1, Roselawn House, National Technology Park Limerick, County Limerick, Ιρλανδία και αριθμό εταιρείας 516122.
4.6	For the purposes of Regulation 28(2)(c) of the Irish Regulations, the consideration for the Merger shall be the allotment of Shares, being comprised of (subject to Clause 5.6) 48,841 shares of €0.001 in the capital of the Successor to the Parent as further described at Clause 5.6, to be issued and allotted on the Effective Date in accordance with these Merger Terms and the constitution of the Successor, at which point the Parent shall be entitled to participate in the profits of the Successor in respect of those Shares. No special conditions affect this entitlement. There will not be a cash payment.	4.3 Κατά την ημερομηνία του παρόντος Σχεδίου Συγχώνευσης, η Μεταβιάζουσα έχει ονομαστικό

<p>4.7 The Merger is not expected to have any material effect on employment and employment conditions because the activities of the Transferor will, as from the Effective Date, be continued by Nualtra Cyprus. The Transferor as at the date of these Merger Terms has four employees who will, following completion of the Merger, transfer to the Successor and continue work for Nualtra Cyprus without any changes to the terms of their employment.</p>	<p>μετοχικό κεφάλαιο €5,000, διαιρεμένο σε 4.000 αταξινόμητες μετοχές ονομαστικής αξίας €1,00 η καθεμία και 1,000 συνήθεις μετοχές ονομαστικής αξίας €1,00 η κάθε μία, και εκδοθέν μετοχικό κεφάλαιο €1,000 διαιρεμένο σε 1,000 συνήθεις μετοχές ονομαστικής αξίας €1,00 η κάθε μία, κάθε μετοχή πιστωμένη ως πλήρως πληρωμένη. Μοναδικός μέτοχος της Μεταβιβάζουσας είναι η Μητρική.</p>
<p>4.8 Furthermore, none of the Merging Companies is subject to national rules concerning employee participation in the Member State of the European Union where it has its official seat; accordingly, no employee participation arrangements, as referred to in Regulation 73 of the Irish Regulations and Regulation 201ΚΓ of the Cyprus Regulations are required.</p>	<p>4.5 Κατά την ημερομηνία του παρόντος Σχεδίου Συγχώνευσης, η Διάδοχος έχει συνολικό εκδοθέν μετοχικό κεφάλαιο €903.71, διαιρεμένο σε 913,709 συνήθεις μετοχές ονομαστικής αξίας €0.001 η κάθε μία, κάθε μετοχή πιστωμένη ως πλήρως πληρωμένη. Μοναδικός μέτοχος της Διάδοχου είναι η Μητρική.</p>
<p>4.9 There are no agency workers of the Transferor and, therefore, the Merger will not have any impact any agency workers.</p>	<p>4.6 Για τους σκοπούς του Κανονισμού 28(2)(c) των Ιρλανδικών Κανονισμών, η αντιπαροχή για τη Συγχώνευση θα είναι η παραχώρηση Μετοχών, που θα αποτελείται (υπό την επιφύλαξη του Όρου 5.6) από 48,841 μετοχές αξίας €0.001 στο κεφάλαιο της Διαδόχου στη Μητρική, όπως περιγράφεται στον Όρο 5.6, οι οποίες θα εκδοθούν και θα παραχωρηθούν κατά την Ημερομηνία Ισχύος σύμφωνα με το παρόν Σχέδιο Συγχώνευσης και το καταστατικό της Διαδόχου, οπότε η Μητρική θα δικαιούται να συμμετέχει στα κέρδη της Διαδόχου σε σχέση με τις εν λόγω Μετοχές. Κανένας ειδικός όρος δεν επηρεάζει το δικαίωμα αυτό. Δεν θα καταβληθεί καμία πληρωμή σε μετρητά.</p>
<p>4.10 The date from which the transactions of the Transferor are to be treated for accounting purposes as being those of the Successor shall be the last day of the calendar month immediately before the month in which the Effective Date falls.</p> <p>4.11 There are no members of the Transferor and of the Successor enjoying special rights attaching to their shares and all of the shares rank <i>pari passu</i>. There are no holders of securities in the capital of the Transferor or the Successor, other than shares representing the share capital of the Transferor and of the Successor nor are any measures proposed and provided for concerning any such special rights or restrictions and no compensation will be granted at the expense of the Successor or the Transferor to anyone.</p>	<p>4.7 Η Συγχώνευση δεν αναμένεται να έχει ουσιώδη επίδραση στην απασχόληση και στις συνθήκες εργασίας, καθώς οι δραστηριότητες της Μεταβιβάζουσας θα συνεχιστούν από την Ημερομηνία Ισχύος από την Nualtra Κύπρου. Η Μεταβιβάζουσα, κατά την ημερομηνία του παρόντος Σχεδίου Συγχώνευσης, απασχολεί τέσσερις υπαλλήλους οι οποίοι, μετά την ολοκλήρωση της Συγχώνευσης, θα μεταφερθούν στην Διάδοχο και θα συνεχίσουν να εργάζονται στην Nualtra Κύπρου χωρίς καμία αλλαγή στους όρους απασχόλησής τους.</p>
<p>4.12 No special advantages are to be granted to any director, member of the board of management or supervisory or controlling bodies of the Merging Companies, or to another party involved with the Merger, in either case, as a consequence of or in connection with the Merger.</p>	<p>4.8 Επιπλέον, καμία από τις Συγχωνευόμενες Εταιρείες δεν υπόκειται σε εθνικούς κανόνες σχετικά</p>

4.13	A copy of the constitution of the Successor is set out in Schedule 1 .	με τη συμμετοχή των εργαζομένων στο Κράτος Μέλος της Ευρωπαϊκής Ένωσης όπου έχει την επίσημη έδρα της, επομένως δεν απαιτούνται ρυθμίσεις συμμετοχής των εργαζομένων, όπως αναφέρονται στον Κανονισμό 73 των Ιρλανδικών Κανονισμών και στον Κανονισμό 201ΚΓ των Κυπριακών Κανονισμών.
4.14	For the purposes of Regulation 28(2)(j) of the Irish Regulations and Regulation 201IB(i) of the Cyprus Regulations the Successor shall be subject to the rules in force concerning employee participation in Ireland, if applicable.	
4.15	The assets and liabilities of the Transferor to be transferred to the Successor will be transferred at their respective book values as reflected in the management accounts of the Transferor as at the end of the calendar month immediately before the Effective Date.	4.9 Δεν υπάρχουν εργαζόμενοι προσωρινής απασχόλησης (agency workers) Μεταβιβάζουσας και, ως εκ τούτου, η Συγχώνευση δεν θα έχει καμία επίδραση σε εργαζόμενους προσωρινής απασχόλησης (agency workers).
4.16	The date of the management accounts of the Transferor which were used for the purpose of preparing these Merger Terms was 30 June 2025 and the date of the management accounts of the Successor which were used for the purpose of preparing these Merger Terms was 30 June 2025.	4.10 Η ημερομηνία από την οποία οι πράξεις της Μεταβιβάζουσας θα θεωρούνται για λογιστικούς σκοπούς ότι γίνονται για λογαριασμό της Διαδόχου θα είναι η τελευταία ημέρα του ημερολογιακού μήνα αμέσως πριν από τον μήνα στον οποίο εμπίπτει η Ημερομηνία Ισχύος.
4.17	No requests for cash compensation have been received pursuant to Regulation 37 of the Irish Regulations. As the Parent holds the entire issued capital of each of the Merging Companies, and therefore will hold the entire issued share capital of the Successor, no proposal for compensation for shareholders that vote against the proposal to effect the Merger is included in these Merger Terms. The Parent, as sole member of the Merging Companies, will be required to approve the Merger in accordance with Regulation 35 of the Irish Regulations and Regulation 201ΙΣΤ of the Cyprus Regulations. As a result, there will be no minority shareholder (as defined in the Irish Regulations) entitled to request cash compensation in connection with the Merger. The Parent will approve these Merger Terms and the Merger. In the event of any change to these circumstances, the proposed cash compensation payable in response to requests made under Regulation 37(1) of the Irish Regulations will be an amount equal to a nominal value of any minority shareholder's shares to be acquired.	4.11 Δεν υπάρχουν μέτοχοι της Μεταβιβάζουσας και της Διαδόχου που να απολαμβάνουν ειδικά δικαιώματα που συνδέονται με τις μετοχές τους και όλες οι μετοχές έχουν την ίδια κατάταξη (pari passu). Δεν υπάρχουν κάτοχοι τίτλων στο κεφάλαιο της Μεταβιβάζουσας ή της Διαδόχου, εκτός από τις μετοχές που αντιπροσωπεύουν το μετοχικό κεφάλαιο της Μεταβιβάζουσας και της Διαδόχου, ούτε προτείνονται ή προβλέπονται μέτρα σχετικά με τέτοια ειδικά δικαιώματα ή περιορισμούς και δεν θα χορηγηθεί αποζημίωση σε βάρος της Διαδόχου ή της Μεταβιβάζουσας σε κανέναν.
4.18	In respect of safeguards granted to creditors, such as guarantees or rights of pledge:	4.12 Δεν θα χορηγηθούν ειδικά πλεονεκτήματα σε κανένα σύμβουλο, μέλος του συμβουλίου διαχείρισης ή των εποπτικών ή ελεγκτικών οργάνων των Συγχωνευόμενων Εταιρειών, ούτε σε άλλο μέρος που εμπλέκεται στη Συγχώνευση, σε καμία από τις δύο περιπτώσεις, ως συνέπεια ή σε σχέση με τη Συγχώνευση.
		4.13 Αντίγραφο του καταστατικού της Διάδοχου, παρατίθεται στο Παράρτημα 1 .
		4.14 Για τους σκοπούς του Κανονισμού 28(2)(j) των Ιρλανδικών Κανονισμών και του Κανονισμού 201IB(i) των

- (a) the Merger will not adversely affect the rights of creditors of any of the Merging Companies – upon completion of the Merger, the Successor will assume all the rights and obligations of the Transferor without any changes to their nature, extent, amount, terms and conditions;
- (b) the most recent audited financial statements of the Successor were prepared for the financial year ended 31 March 2025. As at 31 March 2025, the Successor had assets of €22,107,398, liabilities of €4,812,132 and a net asset position of €17,295,266. The most recent management accounts for the Transferor were prepared for the 3 month period ended 30 June 2025. As at 5 August 2025, the Transferor had assets of €2,856,958, liabilities of €244,687 and a net asset position of €2,612,271;
- (c) creditors of the Transferor are offered the same security in the Successor as they have in the Transferor prior to the Merger;
- (d) creditors of the Merging Companies may oppose against these Merger Terms within 3 months following the publication of these Merger Terms in Cyprus;
- (e) under the Irish Regulations, creditors of the Successor who, at the date of the filing of these Merger Terms with the CRO pursuant to Regulation 33(1) of the Irish Regulations, are entitled to any debt or claim against the Successor, and who are (i) dissatisfied with the safeguards offered to creditors in these Merger Terms, and (ii) can credibly demonstrate that, due to the Merger, the satisfaction of their claim is at stake and that they have not obtained adequate safeguards from the Successor in this regard, shall have a right to apply to the Irish High Court for adequate safeguards within 3 months of delivery of these
- Κυπριακών Κανονισμών, η Διάδοχος υπόκειται στους ισχύοντες κανόνες που υπάρχουν σχετικά με τη συμμετοχή των εργαζομένων στην Ιρλανδία.
- 4.15 Τα περιουσιακά στοιχεία και οι υποχρεώσεις της Μεταβιβάζουσας που θα μεταβιβαστούν στην Διάδοχο, θα μεταβιβαστούν στην αντίστοιχη λογιστική τους αξία, όπως αυτή αποτυπώνεται στους λογαριασμούς διαχείρισης της Μεταβιβάζουσας κατά το τέλος του ημερολογιακού μήνα αμέσως πριν από την Ημερομηνία Ισχύος.
- 4.16 Η ημερομηνία των λογαριασμών διαχείρισης της Μεταβιβάζουσας που χρησιμοποιήθηκαν για την προετοιμασία του παρόντος Σχεδίου Συγχώνευσης είναι η 30^η Ιουνίου 2025 και η ημερομηνία των λογαριασμών διαχείρισης της Διάδοχου που χρησιμοποιήθηκαν για την προετοιμασία του παρόντος Σχεδίου Συγχώνευσης είναι η 30^η Ιουνίου 2025.
- 4.17 Δεν έχουν υποβληθεί αιτήματα για χρηματική αποζημίωση σύμφωνα με τον Κανονισμό 37 των Ιρλανδικών Κανονισμών. Δεδομένου ότι η Μητρική κατέχει το σύνολο του εκδοθέντος κεφαλαίου καθεμιάς από τις Συγχωνευόμενες Εταιρείες και, ως εκ τούτου, θα κατέχει το σύνολο του εκδοθέντος μετοχικού κεφαλαίου της Διαδόχου, δεν περιλαμβάνεται στο παρόν Σχέδιο Συγχώνευσης καμία πρόταση για αποζημίωση των μετόχων που θα ψηφίσουν κατά της πρότασης για την πραγματοποίηση της Συγχώνευσης. Η Μητρική, ως μοναδικό μέλος των Συγχωνευόμενων Εταιρειών, θα πρέπει να εγκρίνει τη Συγχώνευση σύμφωνα με τον Κανονισμό 35 των Ιρλανδικών Κανονισμών και τον Κανονισμό 2011ΣΤ των Κυπριακών Κανονισμών. Ως αποτέλεσμα, δεν θα υπάρχει μέτοχος μειοψηφίας (όπως ορίζεται στους Ιρλανδικούς Κανονισμούς) που θα έχει το δικαίωμα να ζητήσει χρηματική αποζημίωση σε σχέση με τη Συγχώνευση. Η Μητρική θα εγκρίνει το παρόν Σχέδιο Συγχώνευσης και τη Συγχώνευση. Σε περίπτωση αλλαγής, σε αυτές τις συνθήκες, η προτεινόμενη χρηματική αποζημίωση που θα καταβληθεί σε απάντηση αιτημάτων που θα υποβληθούν σύμφωνα με τον Κανονισμό 37(1) των Ιρλανδικών

Merger Terms to the CRO under Regulation 33(1) of the Irish Regulations;

- (f) under the Cyprus Regulations, creditors of the Transferor whose claims antedate the disclosure of these Merger Terms and have not fallen due at the time of such disclosure, who are dissatisfied with the safeguards offered in these Merger Terms, as per Regulation 2011B(iδ), may request adequate safeguards, by applying to the respective District Court in Cyprus within 3 months from the publication of these Merger Terms, in accordance with Regulation 2011ΣΤΒ, provided that such creditors can credibly demonstrate that, due to the Merger, the satisfaction of their claims is at stake and that they have not obtained adequate safeguards from the Transferor;
- (g) as a result of the safeguards outlined above, and having regard to the fact that these Merger Terms provide for all the assets and liabilities of the Transferor to be treated as those of the Successor with effect from the Effective Date, and, as the net assets of Transferor exceed the liabilities of the Successor, there are no additional safeguards, such as guarantees or rights of pledge, being offered to the creditors of the Merging Companies; and
- (h) the notice required to be delivered to the CRO under Regulation 33(1)(b) of the Irish Regulations informing the members, creditors and employee representatives (if applicable) of their right to submit any comments concerning the Merger Terms by the date that is no later than 5 working days before the date of the meeting of the sole member of the Successor, or, where applicable, the date on which a special resolution is to be passed in writing by the sole member, approving the Merger and these

Κανονισμών θα είναι ένα ποσό ίσο με την ονομαστική αξία οποιουδήποτε μετόχου μειωμένης μετοχών που θα αποκτηθούν.

4.18 Όσον αφορά τις διασφαλίσεις που παρέχονται στους πιστωτές, όπως εγγυήσεις ή δικαιώματα ενεχύρου:

- (α) η Συγχώνευση δεν θα επηρεάσει αρνητικά τα δικαιώματα των πιστωτών οποιασδήποτε από τις Συγχωνευόμενες Εταιρείες – μετά την ολοκλήρωση της Συγχώνευσης, η Διάδοχος θα αναλάβει όλα τα δικαιώματα και τις υποχρεώσεις της Μεταβιβάζουσας χωρίς καμία αλλαγή στη φύση, την έκταση, το ποσό, τους όρους και τις προϋποθέσεις τους,
- (β) οι πιο πρόσφατες ελεγμένες οικονομικές καταστάσεις της Διαδόχου καταρτίστηκαν για το οικονομικό έτος που έληξε στις 31 Μαρτίου 2025. Στις 31 Μαρτίου 2025, η Διάδοχος είχε περιουσιακά στοιχεία ύψους €22,107,398, υποχρεώσεις ύψους €4,812,132 και καθαρό ενεργητικό (net asset position) €17,295,266. Οι πιο πρόσφατοι λογαριασμοί διαχείρισης της Μεταβιβάζουσας καταρτίστηκαν για την περίοδο 3 μηνών που έληξε στις 30 Ιουνίου 2025. Ως τις 5 Αυγούστου 2025, η Μεταβιβάζουσα είχε περιουσιακά στοιχεία ύψους €2,856,958, υποχρεώσεις ύψους €244,687 και καθαρό ενεργητικό €2,612,271.
- (γ) στους πιστωτές της Μεταβιβάζουσας προσφέρεται η ίδια ασφάλεια στην Διάδοχο που είχαν στην Μεταβιβάζουσα πριν από τη Συγχώνευση,
- (δ) οι πιστωτές των Συγχωνευόμενων Εταιρειών μπορούν να υποβάλουν ένσταση στο παρόν Σχέδιο Συγχώνευσης εντός 3 μηνών από τη δημοσίευση του παρόντος Σχεδίου Συγχώνευσης στην Κύπρο,
- (ε) σύμφωνα με τους Ιρλανδικούς Κανονισμούς, οι πιστωτές της Διαδόχου, οι οποίοι, κατά την ημερομηνία υποβολής του παρόντος Σχεδίου Συγχώνευσης στο ΓΕΕ

Merger Terms in accordance with Regulation 35 of the Irish Regulations will be delivered alongside these Merger Terms;

- (i) the notice required to be made publicly available pursuant to Regulation 201IF(1)(a)(ii) of the Cyprus Regulations, pursuant to which the members, creditors and representatives of the employees of the Transferor, or where there are no such representatives, the employees themselves, may submit to the Transferor, the latest 5 working days before the general meeting of the sole shareholder, comments concerning these Merger Terms, will be published alongside these Merger Terms.

4.19 The email address of the Transferor is panos@cambrooke.com.

4.20 The Board of Directors of the Transferor has prepared a statement/declaration that accurately reflects the current financial status of the Transferor and its ability to meet its liabilities as they fall due – a copy of this is set out in **Schedule 2** of these Merger Terms.

5 LEGAL PROCESS

5.1 Notwithstanding that Regulation 30 of the Irish Regulations is applicable to the Merger, the Parent, being the sole member of each of the Merging Companies, has agreed to waive the requirements of Regulation 30 and no Expert's Report shall be prepared. Considering the Transferor has a single shareholder, an expert report is not required in accordance with Regulation 201IE(6) of Cyprus Regulations.

5.2 Notwithstanding that Regulation 29 of the Irish Regulations is applicable to the Merger, the Parent, being the sole member of each of the Merging Companies, has agreed in accordance with Regulation 29(7) of the Irish Regulations to waive the member section of the Directors' Explanatory Report. Considering the Transferor has a single shareholder, the Directors Explanatory Report section addressed to the

σύμφωνα με τον Κανονισμό 33(1) των Ιρλανδικών Κανονισμών, έχουν δικαίωμα σε οποιαδήποτε αφειλή ή απαίτηση έναντι της Διάδοχου, και οι οποίοι (i) δεν είναι ικανοποιημένοι με τις διασφαλίσεις που προσφέρονται στους πιστωτές στο παρόν Σχέδιο Συγχώνευσης, και (ii) μπορούν να αποδείξουν με αξιοπιστία ότι, λόγω της Συγχώνευσης, η ικανοποίηση της απαίτησής τους διακυβεύεται και ότι δεν έχουν λάβει επαρκείς διασφαλίσεις από την Διάδοχο ως προς αυτό, έχουν το δικαίωμα να υποβάλουν αίτηση στο Ιρλανδικό Ανώτατο Δικαστήριο για επαρκείς διασφαλίσεις εντός 3 μηνών από την παράδοση του παρόντος Σχεδίου Συγχώνευσης στο ΓΕΕ σύμφωνα με τον Κανονισμό 33(1) των Ιρλανδικών Κανονισμών;

(στ) σύμφωνα με τους Κυπριακούς Κανονισμούς, πιστωτές της Μεταβιβάζουσας των οποίων οι απαιτήσεις είναι προγενέστερες της δημοσίευσής του παρόντος Σχεδίου Συγχώνευσης και δεν έχουν καταστεί απαιτητές κατά το χρόνο της εν λόγω δημοσίευσής, οι οποίοι είναι δυσχεραστημένοι από τις διασφαλίσεις που προσφέρονται στο παρόν Σχέδιο Συγχώνευσης, σύμφωνα με τον Κανονισμό 201IB(ιδ), μπορούν να ζητήσουν επαρκείς διασφαλίσεις, υποβάλλοντας αίτηση στο αρμόδιο Επαρχιακό Δικαστήριο της Κύπρου εντός 3 μηνών από τη δημοσίευσή του παρόντος Σχεδίου Συγχώνευσης, σύμφωνα με τον Κανονισμό 201ISTB, υπό την προϋπόθεση ότι οι εν λόγω πιστωτές μπορούν να αποδείξουν αξιόπιστα ότι, λόγω της Συγχώνευσης, διακυβεύεται η ικανοποίηση των απαιτήσεών τους και ότι δεν έχουν λάβει επαρκείς διασφαλίσεις από την Μεταβιβάζουσα.

(ζ) ως αποτέλεσμα των ανωτέρω διατυπωμένων διασφαλίσεων και λαμβάνοντας υπόψη το γεγονός ότι το παρόν Σχέδιο Συγχώνευσης προβλέπει ότι όλα τα περιουσιακά στοιχεία και οι υποχρεώσεις της Μεταβιβάζουσας θα αντιμετωπίζονται ως περιουσιακά στοιχεία και υποχρεώσεις της Διαδόχου με ισχύ από την Ημερομηνία Ισχύος και

members is not required in accordance with Regulation 2011Δ(4) of Cyprus Regulations.

- 5.3 The Transferor has employees and, therefore, a Directors' Explanatory Report, prepared solely for the employees, is required and has been separately prepared and shall be made available in accordance with Regulation 29(2) of the Irish Regulations and Regulation 2011Δ(6) of the Cyprus Regulations not less than 6 weeks before the passing of the necessary resolutions by the Parent approving these Merger Terms. The Directors' Explanatory Report addressed to the employees specifically states the following:

- (a) the implications of the Merger for employment relationships, as well as any measures for safeguarding those relationships;
- (b) any material changes in the employment conditions or to the location of the Transferor's places of business; and
- (c) the manner in which the aforementioned factors affect the Transferor's subsidiaries.

- 5.4 There will be no change in the composition of the management board of the Successor arising from the Merger.

- 5.5 Activities of the Transferor: The Successor intends to carry on its current activities and those of the Transferor following the Merger. In particular, the Successor intends to continue the activities of the Transferor in Cyprus through Nualtra Cyprus. Therefore, none of the activities of either of the Merging Companies will be discontinued.

- 5.6 Proposed measures in connection with the allotment of shares:

Upon completion of the Merger, the Successor will issue and allot to the Parent ordinary shares of nominal value € 0.001 each at a premium that will reflect the total combined amount of the net value/position of the Transferor as per its management accounts for the period ending on the last day of the calendar month immediately preceding

δεδομένου ότι τα καθαρά περιουσιακά στοιχεία της Μεταβιβάζουσας υπερβαίνουν τις υποχρεώσεις της Διάδοχου δεν παρέχονται πρόσθετες διασφαλίσεις, όπως εγγυήσεις ή δικαιώματα ενεχύρου, στους πιστωτές των Συγχωνευόμενων Εταιρειών, και

- (η) η ανακοίνωση που πρέπει να παραδοθεί στο ΓΕΕ σύμφωνα με τον Κανονισμό 33(1)(b) των Ιρλανδικών Κανονισμών, η οποία ενημερώνει τα μέλη, τους πιστωτές και τους εκπροσώπους των εργαζομένων (εάν υπάρχουν) για το δικαίωμά τους να υποβάλουν τυχόν παρατηρήσεις σχετικά με το Σχέδιο Συγχώνευσης το αργότερο 5 εργάσιμες ημέρες πριν από την ημερομηνία της συνέλευσης του μοναδικού μέλους της Διαδόχου ή, όπου υφίσταται, η ημερομηνία όπου το ειδικό ψήφισμα θα παρθεί γραπτώς από τον μοναδικό μέτοχο, που εγκρίνει τη Συγχώνευση και το παρόν Σχέδιο Συγχώνευσης, σύμφωνα με τον Κανονισμό 35 των Ιρλανδικών Κανονισμών, θα παραδοθεί μαζί με το παρόν Σχέδιο Συγχώνευσης.

- (θ) η ανακοίνωση που πρέπει να δημοσιοποιηθεί σύμφωνα με τον Κανονισμό 2011Γ(1)(α)(ii) των Κυπριακών Κανονισμών, σύμφωνα με τον οποίο τα μέλη, οι πιστωτές και οι εκπρόσωποι των εργαζομένων της Μεταβιβάζουσας, ή, σε περίπτωση που δεν υπάρχουν τέτοιοι εκπρόσωποι, οι ίδιοι οι εργαζόμενοι, μπορούν να υποβάλουν στην Μεταβιβάζουσα, το αργότερο 5 εργάσιμες ημέρες πριν από τη γενική συνέλευση του μοναδικού μετόχου, παρατηρήσεις σχετικά με το παρόν Σχέδιο Συγχώνευσης, θα δημοσιευθούν μαζί με το παρόν Σχέδιο Συγχώνευσης.

- 4.19 Η διεύθυνση του ηλεκτρονικού ταχυδρομείου της Μεταβιβάζουσας είναι panos@cambrooke.com.

- 4.20 Το Διοικητικό Συμβούλιο της Μεταβιβάζουσας έχει καταρτίσει δήλωση/διακήρυξη που αντικατοπτρίζει με ακρίβεια την τρέχουσα οικονομική κατάσταση της Μεταβιβάζουσας και την ικανότητά της να ανταποκριθεί στις υποχρεώσεις της κατά την ημερομηνία λήξης τους – αντίγραφο της δήλωσης

the Effective Date. Subject to agreement to the contrary between the Successor and the Parent before the Effective Date, the number of such ordinary shares to be issued to the Parent shall be 48,841.

- 5.7 Approval of the resolution to effect the Merger: The resolution of the Parent, being the sole member of the Successor and Transferor, to effect the Merger in conformity with the Merger Terms is neither subject to the approval of a company body of the Merging Companies nor of any third party.
- 5.8 The required documentation in respect of the Merger will be publicly filed with the CRO in accordance with Regulation 33 of the Irish Regulations.
- 5.9 The Transferor will make available to the public, for free, these Draft Terms of the Merger together with all documents in accordance with Cyprus Regulations at the following website: <https://www.cro.gov.cy/cro/>. The Transferor will make the requisite filings to the RoC in Cyprus in regard to the Merger in accordance with Cyprus Regulations.
- 5.10 Following the expiry of requisite publication periods under Cyprus Regulations and Irish Regulations, these Merger Terms will be presented for approval by the Parent at separate shareholder meetings of the Merging Companies or, in the case of the Successor, for approval by way of special resolution to be passed in writing.
- 5.11 Following approval of these Merger Terms by the Parent, the Transferor will apply to the District Court of Nicosia, Cyprus for the examination of the legality of the Merger as regards those parts of the procedure which are governed by Cyprus Regulations and the issuance of the relevant pre-merger certificate (the **Cyprus Pre-Merger Certificate**).
- The issuance of the Cyprus Pre-Merger Certificate attests to the completion of all steps, conditions and formalities required in Cyprus.
- 5.12 An application will be made to the Irish High Court to issue a pre-merger certificate under Regulation 39 of the Irish Regulations once these Merger

αυτής περιλαμβάνεται στο **Παράρτημα 2** του παρόντος Σχεδίου Συγχώνευσης.

5. ΝΟΜΙΚΗ ΔΙΑΔΙΚΑΣΙΑ

- 5.1 Παρά το γεγονός ότι ο Κανονισμός 30 των Ιρλανδικών Κανονισμών εφαρμόζεται στη Συγχώνευση, η Μητρική, ως το μοναδικό μέλος καθεμίας από τις Συγχωνευόμενες Εταιρείες, έχει συμφωνήσει να παραιτηθεί (waive) από τις απαιτήσεις του Κανονισμού 30 και δεν θα συνταχθεί Έκθεση Εμπειρογνώμονα. Δεδομένου ότι η Μεταβιβάζουσα έχει έναν μόνο μέτοχο, δεν απαιτείται έκθεση εμπειρογνώμονα σύμφωνα με τον Κανονισμό 201Ε(6) των Κυπριακών Κανονισμών.
- 5.2 Παρά το γεγονός ότι ο Κανονισμός 29 των Ιρλανδικών Κανονισμών εφαρμόζεται στη Συγχώνευση, η Μητρική, ως το μοναδικό μέλος καθεμίας από τις Συγχωνευόμενες Εταιρείες, έχει συμφωνήσει σύμφωνα με τον Κανονισμό 29(7) των Ιρλανδικών Κανονισμών να παραιτηθεί από το τμήμα της έκθεσης προς τους μετόχους από την Έκθεση του Διοικητικού Συμβουλίου. Δεδομένου ότι η Μεταβιβάζουσα έχει έναν μόνο μέτοχο, το τμήμα της Έκθεσης του Διοικητικού Συμβουλίου που απευθύνεται στους μετόχους δεν απαιτείται σύμφωνα με τον Κανονισμό 201ΙΔ(4) των Κυπριακών Κανονισμών.
- 5.3 Η Μεταβιβάζουσα έχει εργαζομένους και ως εκ τούτου απαιτείται η Έκθεση του Διοικητικού Συμβουλίου η οποία καταρτίζεται αποκλειστικά για τους εργαζομένους και έχει συνταχθεί ξεχωριστά και θα διατεθεί σύμφωνα με τον Κανονισμό 29(2) των Ιρλανδικών Κανονισμών και τον Κανονισμό 201ΙΔ(6) των Κυπριακών Κανονισμών όχι λιγότερο από 6 εβδομάδες πριν από την έγκριση των απαραίτητων ψηφισμάτων από την Μητρική που θα εγκρίνει το παρόν Σχέδιο Συγχώνευσης. Η Έκθεση του Διοικητικού Συμβουλίου που απευθύνεται στους εργαζομένους αναφέρει συγκεκριμένα τα εξής:
- (α) τις συνέπειες της Συγχώνευσης για τις εργασιακές σχέσεις, καθώς και τυχόν μέτρα για τη διαφύλαξη των εν λόγω σχέσεων,

Terms have been duly executed in accordance with the Irish Regulations and all other pre-merger requirements under Irish law have been met (the **Irish Pre-Merger Certificate**);

(the Cyprus Pre-Merger Certificate and the Irish Pre-Merger Certificate, together, the **Pre-Merger Certificates**).

- 5.13 Following transmission of the Pre-Merger Certificates as well as other required documents, an application shall be jointly made by the Merging Companies to the Irish High Court, as the competent authority of the Successor, to approve the proposed Merger taking effect. Subject to the Irish High Court's approving the Merger, the Merger shall take effect on the date specified in the order of the Irish High Court, and shall be registered with the CRO and will be registered in the RoC in Cyprus, following which the Transferor shall be dissolved without going into liquidation, and deleted from the RoC in Cyprus in accordance with Regulation 201K of the Cyprus Regulations.

6 COUNTERPARTS

- 6.1 These Merger Terms may be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one and the same document.

7 FURTHER PROVISIONS

- 7.1 The board of directors of the Successor and the board of directors of the Transferor mutually agree to do whatever they are authorised to do with a view to completing the Merger in the manner described above, subject to the approval of the Merger Terms by the Parent (being the sole member of each of the Merging Companies).
- 7.2 The board of directors of each of the Merging Companies shall pass on to each other and to the Parent (being the sole member of each of the Merging Companies) any useful information, in the form stipulated by the legal provisions which apply to this Merger.
- 7.3 These Merger Terms have been prepared in the English and Greek languages. In the event of discrepancy

(β) τυχόν ουσιώδεις μεταβολές των ισχύοντων όρων απασχόλησης ή του τόπου εργασίας της επιχείρησης της Μεταβιβάζουσας, και

(γ) τον τρόπο με τον οποίο οι πληροφορίες που προβλέπονται πιο πάνω επηρεάζουν τις θυγατρικές της Μεταβιβάζουσας.

5.4 Δεν θα υπάρξει καμία αλλαγή στη σύνθεση του διοικητικού συμβουλίου της Διαδόχου που θα προκύψει από τη Συγχώνευση.

5.5 Δραστηριότητες της Μεταβιβάζουσας: Η Διάδοχος προτίθεται να συνεχίσει τις τρέχουσες δραστηριότητές της καθώς και εκείνες της Μεταβιβάζουσας μετά τη Συγχώνευση. Συγκεκριμένα, η Διάδοχος προτίθεται να συνεχίσει τις δραστηριότητες της Μεταβιβάζουσας στην Κύπρο μέσω της Nualtra Κύπρου. Επομένως, καμία από τις δραστηριότητες των Συγχωνευόμενων Εταιρειών δεν θα διακοπεί.

5.6 Προτεινόμενα μέτρα σε σχέση με την παραχώρηση μετοχών:

Μετά την ολοκλήρωση της Συγχώνευσης, η Διάδοχος θα εκδώσει και θα παραχωρήσει στη Μητρική συνήθεις μετοχές ονομαστικής αξίας €0,001 η κάθε μία με υπέρ το άρτιο το οποίο θα αντικατοπτρίζει το συνολικό συνδυασμένο ποσό της καθαρής αξίας/θέσης της Μεταβιβάζουσας σύμφωνα με τους λογαριασμούς διαχείρισης/ισολογισμού που τελειώνουν την τελευταία ημέρα του ημερολογιακού μήνα αμέσως πριν από την Ημερομηνία Ισχύος. Με την επιφύλαξη οποιασδήποτε αντίθετης συμφωνίας μεταξύ της Διαδόχου και της Μητρικής πριν από την Ημερομηνία Ισχύος, ο αριθμός τέτοιων συνήθων μετοχών που θα εκδοθούν στην Μητρική θα είναι 48,841.

5.7 Έγκριση του ψηφίσματος για την πραγματοποίηση της Συγχώνευσης: Η απόφαση της Μητρικής, η οποία είναι το μοναδικό μέλος της Διαδόχου και της Μεταβιβάζουσας, για την πραγματοποίηση της Συγχώνευσης σύμφωνα με το Σχέδιο Συγχώνευσης δεν υπόκειται στην έγκριση κανενός

between the English and Greek versions,
the English version will prevail.

εταιρικού οργάνου των
Συγχωνευόμενων Εταιρειών ούτε
οποιοδήποτε τρίτου μέρους.

5.8 Τα απαιτούμενα έγγραφα σχετικά με τη
Συγχώνευση θα κατατεθούν δημόσια
στο ΓΕΕ σύμφωνα με τον Κανονισμό 33
των Ιρλανδικών Κανονισμών.

5.9 Η Μεταβιβάζουσα θα διαθέσει στο κοινό,
δωρεάν, το παρόν Σχέδιο Συγχώνευσης
μαζί με όλα τα έγγραφα σύμφωνα με
τους Κυπριακούς Κανονισμούς στην
ακόλουθη ιστοσελίδα:
<https://www.cambridge.xvz/>. Η
Μεταβιβάζουσα θα υποβάλει τα
απαιτούμενα έγγραφα στον ΕΕ της
Κύπρου σχετικά με τη Συγχώνευση
σύμφωνα με τους Κυπριακούς
Κανονισμούς.

5.10 Μετά τη λήξη των απαιτούμενων
περιόδων δημοσίευσης σύμφωνα με
τους Κυπριακούς Κανονισμούς και τους
Ιρλανδικούς Κανονισμούς, το παρόν
Σχέδιο Συγχώνευσης θα υποβληθεί
προς έγκριση από τη Μητρική σε
ξεχωριστές γενικές συνελεύσεις των
μετόχων των Συγχωνευόμενων
Εταιρειών, ή στην περίπτωση της
Διαδόχου, για έγκριση που θα παρθεί με
ειδικό ψήφισμα γραπτώς.

5.11 Μετά την έγκριση του παρόντος
Σχεδίου Συγχώνευσης από τη Μητρική,
η Μεταβιβάζουσα θα υποβάλει αίτηση
στο Επαρχιακό Δικαστήριο Λευκωσίας,
Κύπρου, για τον έλεγχο της νομιμότητας
της Συγχώνευσης όσον αφορά τα μέρη
της διαδικασίας που διέπονται από τους
Κυπριακούς Κανονισμούς και την
έκδοση του σχετικού πιστοποιητικού
προ - της συγχώνευσης (το **Κυπριακό
Προ - της Συγχώνευσης
Πιστοποιητικό**).

Η έκδοση του Κυπριακού Προ-της
Συγχώνευσης Πιστοποιητικού βεβαιώνει
την ολοκλήρωση όλων των
απαιτούμενων διαδικασιών, ορών και
διατυπώσεων στην Κύπρο.

5.12 Θα υποβληθεί αίτηση στο
Ανώτατο Δικαστήριο της Ιρλανδίας για
την έκδοση πιστοποιητικού προ - της
συγχώνευσης σύμφωνα με τον
Κανονισμό 39 των Ιρλανδικών
Κανονισμών, μόλις το παρόν Σχέδιο
Συγχώνευσης εκτελεστεί δεόντως

σύμφωνα με τους Ιρλανδικούς Κανονισμούς και όλες οι άλλες απαιτήσεις προ-της συγχώνευσης σύμφωνα με το Ιρλανδικό δίκαιο ικανοποιηθούν (το Ιρλανδικό Προ- της Συγχώνευσης Πιστοποιητικό).

(Το Κυπριακό Προ-της Συγχώνευσης Πιστοποιητικό και το Ιρλανδικό Προ-της Συγχώνευσης Πιστοποιητικό συλλογικά ως τα Προ-της Συγχώνευσης Πιστοποιητικά).

- 5.13 Μετά τη διαβίβαση των Προ-της Συγχώνευσης Πιστοποιητικών καθώς και των λοιπών απαιτούμενων εγγράφων, οι Συγχωνευόμενες Εταιρείες θα υποβάλουν από κοινού αίτηση στο Ανώτατο Δικαστήριο της Ιρλανδίας, ως η αρμόδια αρχή της Διαδόχου, για την έγκριση της προτεινόμενης Συγχώνευσης. Με την επιφύλαξη της έγκρισης της Συγχώνευσης από το Ανώτατο Δικαστήριο της Ιρλανδίας, η Συγχώνευση θα τεθεί σε ισχύ την ημερομηνία που ορίζεται στην απόφαση του Ανώτατου Δικαστηρίου της Ιρλανδίας και θα καταχωρηθεί στο ΓΕΕ και στον ΕΕ της Κύπρου, μετά την οποία η Μεταβιβάζουσα θα διαλυθεί χωρίς να τεθεί σε εκκαθάριση και θα διαγραφεί από τον ΕΕ της Κύπρου σύμφωνα με τον Κανονισμό 201Κ των Κυπριακών Κανονισμών.

6. ΑΝΤΙΓΡΑΦΑ

- 6.1 Το παρόν Σχέδιο Συγχώνευσης μπορεί να υπογραφεί σε οποιονδήποτε αριθμό αντιγράφων, καθένα από τα οποία θα θεωρείται πρωτότυπο και όλα μαζί θα αποτελούν ένα και το ίδιο έγγραφο.

7. ΑΛΛΕΣ ΔΙΑΤΑΞΕΙΣ

- 7.1 Το διοικητικό συμβούλιο της Διαδόχου και το διοικητικό συμβούλιο της Μεταβιβάζουσας συμφωνούν να προβούν σε κάθε ενέργεια για την οποία έχουν εξουσιοδότηση, με σκοπό την ολοκλήρωση της Συγχώνευσης με τον τρόπο που περιγράφεται ανωτέρω, υπό την επιφύλαξη της έγκρισης του Σχεδίου Συγχώνευσης από τη Μητρική (η οποία είναι το μοναδικό μέλος καθεμιάς από τις Συγχωνευόμενες Εταιρείες).

- 7.2 Το διοικητικό συμβούλιο κάθε μιας από τις Συγχωνευόμενες Εταιρείες θα

διαβιβάζει στην άλλη και στη Μητρική (η οποία είναι το μοναδικό μέλος κάθε μιας από τις Συγχωνευόμενες Εταιρείες) κάθε χρήσιμη πληροφορία, με τη μορφή που ορίζεται από τις νομικές διατάξεις που ισχύουν για την παρούσα Συγχώνευση.

- 7.3 Το παρόν Σχέδιο Συγχώνευσης έχει συνταχθεί στην Αγγλική και την Ελληνική γλώσσα. Σε περίπτωση αντίφασης μεταξύ της Αγγλικής και της Ελληνικής εκδόχης θα υπερισχύει η Αγγλική έκδοση.

[EXECUTION PAGE FOLLOWS]

[ΑΚΟΛΟΥΘΕΙ ΣΕΛΙΔΑ ΥΠΟΓΡΑΦΩΝ]

EXECUTION PAGE

ΣΕΛΙΔΑ ΥΠΟΓΡΑΦΩΝ

IN WITNESS WHEREOF these Merger Terms have been executed on the date first written above.

ΕΙΣ ΠΙΣΤΩΣΗ ΤΩΝ ΑΝΩΤΕΡΩ αυτό το Σχέδιο Συγχώνευσης έχει υπογραφεί την ημερομηνία που αναγράφεται πρώτη πιο πάνω.

Signed: 
Mark Jonathan Brian Lane
On behalf of
Nualtra Limited

Υπογραφή: 
Mark Jonathan Brian Lane
Εκ μέρους της
Nualtra Limited

Dated: 6th August 2025

Ημερομηνία: 6th August 2025

Signed: _____
Panayiotis Charalambous
On behalf of
Cambrooke Therapeutics
International Limited

Υπογραφή: _____
Παναγιώτης Χαράλαμπος
Εκ μέρους της
Cambrooke Therapeutics
International Limited

Dated: _____ 2025

Ημερομηνία: _____ 2025

EXECUTION PAGE

ΣΕΛΙΔΑ ΥΠΟΓΡΑΦΩΝ

IN WITNESS WHEREOF these Merger Terms have been executed on the date first written above.

ΕΙΣ ΠΙΣΤΩΣΗ ΤΩΝ ΑΝΩΤΕΡΩ αυτό το Σχέδιο Συγχώνευσης έχει υπογραφεί την ημερομηνία που αναγράφεται πρώτη πιο πάνω.

Signed: _____
Mark Jonathan Brian Lane
On behalf of
Nualtra Limited

Υπογραφή: _____
Mark Jonathan Brian Lane
Εκ μέρους της
Nualtra Limited

Dated: _____ 2025

Ημερομηνία: _____ 2025

Signed: _____
Panayiotis Charalambous
On behalf of
Cambrooke Therapeutics
International Limited

Υπογραφή: _____
Παναγιώτης Χαραλάμπους
Εκ μέρους της
Cambrooke Therapeutics
International Limited

Dated: 06/08/2025 2025

Ημερομηνία: 06/08/ 2025

SCHEDULE 1/ΠΑΡΑΡΤΗΜΑ 1

"X"

COMPANIES ACT 2014
PRIVATE COMPANY LIMITED BY SHARES

CONSTITUTION OF NUALTRA LIMITED

COMPANIES ACT 2014
PRIVATE COMPANY LIMITED BY SHARES
CONSTITUTION
OF
NUALTRA LIMITED

1 Company Name

The name of the company is NUALTRA LIMITED.

2 Company Type

The company is a private company limited by shares, registered under Part 2 of the Companies Act 2014.

3 Liability of Members

The liability of the members is limited.

4 Share Capital

The share capital of the company is divided into ordinary shares of €0.001 each.

5 Preliminary, Definitions and Interpretation

5.1 In this Constitution, unless the context otherwise requires:

Act means the Companies Act 2014;

committee means a committee established by the directors which may consist in whole or in part of members of the board of directors of the company;

director means a director for the time being of the company or a director present at a meeting of the board of directors and includes any person occupying the position of director by whatever name called, and **directors** means all of such persons;

Ireland means Ireland excluding Northern Ireland;

the seal means the common seal of the company; and

the register means the register of members to be kept as required by the Act and **registered address** means the address of a member as entered in the register.

5.2 The provisions of the Act which are stated therein to apply to a private company limited by shares, save to the extent that its constitution is permitted to provide or state otherwise, will apply to the company subject to the alterations, modifications and exclusions contained in this Constitution, and will, so far as not inconsistent with this Constitution, bind the company and the members.

5.3 Unless the contrary is clearly stated, references to the Act or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Act or such enactment,

subordinate legislation, section or provision (as the case may be), as the same may be consolidated, amended, extended, modified, supplemented or re-enacted (whether before or after the date hereof) from time to time and may be for the time being in force.

- 5.4 Unless specifically defined in this Constitution or the context otherwise requires, words or expressions contained in this Constitution and not specifically defined herein shall bear the same meanings as in the Act, but excluding any statutory modification thereof not in force when this Constitution became binding on the company and the members.
- 5.5 Reference to any document includes that document as amended or supplemented from time to time.
- 5.6 Unless the context otherwise requires, expressions in this Constitution referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form, and expressions in this Constitution referring to execution of any document shall include any mode of execution whether under seal or under hand.
- 5.7 Unless otherwise specifically provided in this Constitution, references in this Constitution to the directors of the company shall, where the company has a sole director, be read as references to the director of the company, references in this Constitution to the board of directors of a company shall, where the company has a sole director, be read as references to the director of the company, and references to the opinion, discretion or powers of the directors shall, where the company has a sole director, be read as references to the opinion, discretion or powers of that director.
- 5.8 Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations.
- 5.9 Headings are inserted for convenience only and do not affect the construction or interpretation of this Constitution.
- 5.10 Unless the context otherwise requires, reference to Regulations and to paragraphs in this Constitution are to the Regulations, and paragraphs of the Regulations, of this Constitution.

6 Company Seal

Without prejudice to the provisions of the Act in relation to the use of the seal of a company, any registered person authorised by the board of directors of the company in accordance with the applicable provisions of the Act will be entitled to use the seal of the company and may sign or countersign an instrument to which the seal is affixed, and an alternate who is not also a director will also be entitled to sign or countersign an instrument to which the seal is affixed, as if he were the director who appointed him.

7 Official Seal

The company may have for use in any place abroad an official seal which shall resemble the seal of the company with the addition on its face of the name of every place abroad where it is to be used.

8 Authority to Allot Shares

- 8.1 The allotment of shares is hereby generally and unconditionally authorised without any limit or restriction as to the number or amount of shares that may be allotted or the period of time during which they may be allotted.

- 8.2 Section 69(6) of the Act is hereby excluded in relation to all allotments of shares by the company.
- 8.3 Shares and any other securities of the company may only be allotted by the directors or a duly authorised committee thereof and the directors (or any duly authorised committee) may allot, grant options over, issue or otherwise dispose of shares or other securities to such persons, on such terms and conditions, and at such times as they may determine in their absolute discretion.
- 8.4 The directors or any duly authorised committee thereof may execute and do all such documents, acts and things as in their opinion are necessary or desirable in order to give effect to the authority conferred by this Regulation.
- 8.5 For the purposes of this Regulation, **shares** includes a right to subscribe for shares or to convert securities into shares and **securities** has the meaning given to such term in Section 64(1) of the Act.

9 Variation of Rights attached to Classes of Shares

- 9.1 If at any time the share capital of the company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the company is being wound up, be varied or abrogated with the consent in writing of the holders of 75 per cent in nominal value of the issued shares of that class, or pursuant to a special resolution passed at a separate general meeting of the holders of the shares of that class.

10 Transfer of Shares

- 10.1 The instrument of transfer of any share shall be executed by or on behalf of the transferor, save that if the share concerned (or one or more of the shares concerned) is not fully paid, the instrument shall be executed by or on behalf of the transferor and the transferee.
- 10.2 Without prejudice to the powers of the directors under Section 95(2) of the Act, the directors may, in their absolute discretion, and without giving any reason for doing so, decline to register any transfer of any share, whether or not it is a fully paid share. The restriction on the power to decline to register a transfer of shares contained in Section 95(1)(b) of the Act shall not apply.

11 Transmission of Shares by Operation of Law in Consequence of a Merger

- 11.1 In any case in which any share or shares in the company (**Relevant Shares**) which are held by another company or body corporate, wherever incorporated (the **Corporate Member**) is or are transmitted by operation of law in consequence of a merger involving the Corporate Member and one or more other companies (which may include the company) or bodies corporate, wherever incorporated, and which is put into effect in accordance with the provisions in that regard contained in the Act, in the European Communities (Cross-Border Mergers) Regulations 2008 (SI No 157 of 2008) (as amended), or in any other applicable law or other enactment (a **merger**) and if, in any such case, the provisions of Section 480(6) of the Act are not applicable for any reason, a transfer of the Relevant Shares may be validly effected in accordance with the following provisions of this Regulation.
- 11.2 In any case as is mentioned in the foregoing paragraph 11.1 of this Regulation, any person who is or who becomes entitled to any Relevant Shares in consequence of any such merger (a **Relevant Person**) may, subject always to paragraph 11.3 of this Regulation, upon such evidence being produced as may from time to time be required by the directors of the company (including without limitation any information and documentation relating to the merger and the title and other rights of the Relevant Person to the Relevant Shares arising as a result thereof) elect either to be registered himself in the register as holder of the Relevant Shares, or, to the extent permitted by law, to have

some person nominated by him (being a person who consents to be so registered) registered in the register as the transferee thereof.

- 11.3 The directors of the company shall, in either of those cases, have the same rights under the Act or this Constitution to decline or suspend registration as they would have had in the case of a transfer of the Relevant Shares by the Corporate Member before the merger was put into effect as aforesaid.
- 11.4 If the Relevant Person elects to be so registered himself, the Relevant Person shall furnish to the company a notice in writing signed by him stating that he so elects, and if the Relevant Person elects, to the extent permitted by law, to have another person registered instead, the Relevant Person shall testify his or her election by executing in favour of that other person a transfer of the Relevant Shares.
- 11.5 All the limitations, restrictions and provisions contained in the Act or in this Constitution relating to the right to transfer and the registration of a transfer of a share shall be applicable to a notice or transfer referred to in paragraph 11.4 of this Regulation as if the merger had not occurred and the notice or transfer were a transfer signed by the Corporate Member.
- 11.6 Subject to paragraph 11.7 of this Regulation, the Relevant Person (or any other person nominated by him, to the extent permitted by law, in accordance with the foregoing provisions of this Regulation) shall, on and from the effective date of the merger, be entitled to the same dividends, bonus and other monies payable in respect of the Relevant Shares and other advantages to which he would be entitled if he was the registered holder of the Relevant Shares but shall not, before being registered in the register as a member in respect of the Relevant Shares, be entitled in respect of them to exercise any rights conferred by membership in relation to meetings of the company.
- 11.7 The directors of the company may at any time serve a notice on any Relevant Person requiring the Relevant Person to make the election, to the extent permitted by law, provided for by paragraph 11.2 of this Regulation and, if the person does not make that election (and proceed to do, consequent on that election, whichever of the things mentioned in paragraph 11.4 of this Regulation is appropriate) within 90 days after the service of the notice, the directors may thereupon withhold payment of all dividends, bonuses or other monies payable in respect of the Relevant Shares until the requirements of the notice have been complied with.
- 11.8 The company may charge a fee not exceeding €10 on the registration of any person entitled to a share in consequence of a merger in accordance with the foregoing provisions of this Regulation.
- 11.9 The provisions of this Regulation shall be subject to any order made by a court having lawful jurisdiction in respect of a merger.

12 Acquisition of Own Shares

Save as may be expressly provided otherwise in this Constitution or by the terms of issue in respect of any particular shares or class of shares, all shares allotted by the company shall be redeemable at the option of the company. Subject to (and without prejudice to) the provisions of the Act, the company may acquire any of its own shares by purchase or by redemption, in either case, on such terms (including as to the consideration for, and the timing of, any such purchase or redemption) and in such a manner as shall be determined by the directors in their absolute discretion.

13 Number of Directors

The company shall have at least one director. No director who has been appointed by the directors, as permitted by the Act, will require to be re-elected at the next following annual general meeting or at any extraordinary general meeting following such appointment.

14 Committees of Directors

The meetings and proceedings of any committee formed by the directors will be governed by the provisions set out in the Act regulating the meetings and proceedings of directors so far as the same are applicable and are not superseded by any regulations imposed on such committee by the directors from time to time.

15 Vacation of Office of Director

15.1 The office of a director shall, in addition to the circumstances in which it shall be vacated described in Section 136 of the Act (*share qualification, if applicable*) and Section 148(1) (*bankruptcy and disqualification*), also be vacated automatically if the director dies in office, or if the director:

- 15.1.1 becomes subject to a declaration of restriction made pursuant to Chapter 3 of Part 14 of the Act; or
- 15.1.2 is sentenced to a term of imprisonment following conviction of any indictable offence, unless the term of imprisonment is suspended, such that he is not imprisoned in respect of the offence; or
- 15.1.3 is absent for more than six consecutive months without the permission of the directors from meetings of the directors or any committee thereof held during that period and his alternate director (if any) shall not have attended any such meetings in his place during such period, and his co-directors resolve that, by reason of such absence, he has vacated his office; or
- 15.1.4 is removed from office by notice in writing served upon him signed by all his co-directors (any such removal being deemed to be an act of the company); or
- 15.1.5 is no longer reasonably regarded by his co-directors as possessing an adequate decision-making capacity for reasons of health, and his co-directors have accordingly resolved that his office be vacated on this ground, or he becomes the subject of an order made in Ireland or elsewhere by a court claiming jurisdiction in that regard for his detention or for the appointment of a guardian or other person to exercise powers with respect to his property or affairs, on the ground, in any such case, of mental disorder or incapacity;
- 15.1.6 resigns his office by notice in writing to the company; or
- 15.1.7 makes any arrangement or composition in Ireland or elsewhere with his creditors generally, and his co-directors resolve, for that reason, that his office be vacated.

15.2 The provisions of paragraphs 15.1.1 to 15.1.7 of this Regulation shall apply to the exclusion of the provisions of Section 148(2) of the Act.

16 Alternate Directors

16.1 Any director (the **appointer**) may at any time and from time to time appoint by notice in writing to the company any person to be his alternate.

16.2 A person may act as an alternate for more than one director and while he is so acting will be entitled to a separate vote for each director he is representing and, if he is himself a director, his vote or votes as an alternate will be in addition to his own vote.

- 16.3 An alternate will be counted for the purpose of reckoning whether a quorum is present at any meeting attended by him at which he is entitled to vote, but where he is himself a director or is the alternate of more than one director he will only be counted once for such purpose.
- 16.4 An alternate will be entitled, subject to his giving to the company an address to receive notice of all meetings of the directors and of all meetings of committees of which his appointer is a member, to receive notice of and attend and vote at any meeting of the directors (or of a committee of which his appointer is a member) at which the appointer is not personally present. An alternate shall not be entitled to be remunerated or paid fees otherwise than out of the remuneration or fees as the case may be paid to the appointer.
- 16.5 The alternate will be entitled, in the absence of the appointer, to exercise all the powers, rights, duties and authorities of the appointer as a director (other than the right to appoint an alternate hereunder).
- 16.6 An alternate's appointment will automatically come to an end if for any reason the appointer ceases to be a director, but if a director retires but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate made by him which was in force immediately prior to his retirement will continue after his re-appointment. Section 165(5) and (6) of the Act in relation to revocation of appointment shall apply.

17 Managing and Executive Directors

- 17.1 Subject to the other provisions of this Constitution, the directors may from time to time appoint one or more of themselves to be managing director or chief executive officer or any other category of executive director (by whatever name called) for such period, and on such terms as to remuneration or otherwise, as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. The directors may entrust to and confer upon any director so appointed any of the powers exercisable by them upon such terms and conditions and with such restrictions (if any) as they may think fit, and either concurrently with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any conferral of such powers. Section 159(2) of the Act shall not apply in relation to any such appointment.

18 Directors' Contracts

- 18.1 Notwithstanding the provisions of Section 162 of the Act, no contract will be entered into by the company for the employment of, or the provision of services by, a director or a director of a holding company of the company containing a term to which Section 249 of the Act applies, without obtaining the approval provided for in that Section.

19 Directors' Right to Attend Meetings

- 19.1 A director who is not a member of the company will nevertheless be entitled to receive notice of, attend and speak at any general meeting or separate meeting of the holders of any class of share.

20 Voting by Directors

- 20.1 Without prejudice to Regulation 24.2, a director may vote in respect of any contract, appointment or arrangement in which he is interested, and he shall be counted in the quorum present at any meeting at which such matters are considered. Section 163 of the Act shall not apply, and any such director shall not thereby be deemed to be in breach of his duty under Section 228(1)(f) of the Act.

21 Remuneration of Directors

21.1 The remuneration which shall include benefits in kind, and any fees, to be paid to directors of the company shall be at such rate and basis as the directors shall determine from time to time. The directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the company or otherwise in connection with the business of the company, or to receive a fixed allowance in respect thereof as may be determined by the directors from time to time, or a combination partly of one such method and partly of the other. The amount, rate or basis of the fees, remuneration or expenses paid or to be paid to the directors shall not require the approval of or ratification by the company in general meeting.

21.2 The board may approve additional remuneration to any director undertaking any special work or services for, or undertaking any special task on behalf of the company including participating as a member of a committee, in addition to his ordinary work as a director. Any remuneration or fees paid to a director who is also a legal adviser to the company or otherwise serves the company in a professional capacity shall be in addition to any remuneration or fees paid to him as a director of the company.

22 Dividends

22.1 Without prejudice to the provisions of Sections 124 to 126 of the Act:

22.1.1 Where the directors specify that a dividend is an interim dividend at the time it is declared or proposed, such interim dividend shall not constitute a debt recoverable against the company and the declaration or proposal may be revoked by the directors at any time prior to the payment of any such dividend so declared or proposed, provided that the holders of the same class of share are treated equally on any revocation.

22.1.2 When declaring a dividend or bonus, the directors may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and, in particular, paid up shares, debentures or debenture stock of any other company or body corporate or in any one or more of such ways.

23 Resolutions in Writing

23.1 Notwithstanding the provisions of Section 161(1) of the Act, a resolution in writing signed by each director or by his alternate will be as valid as if it had been passed at a meeting of the directors duly convened and held.

23.2 A resolution in writing signed by each member of a committee (or, in the case of a director, his alternate) will be as valid as if it had been passed at a meeting of that committee duly convened and held.

23.3 Any such resolution as is referred to in this Regulation may consist of one document or two or more documents in like form to the same effect, each signed by one or more of the signatories, and for all purposes shall take effect from the time that it is signed by the last such signatory.

24 Certain matters not to amount to conflicts of interest, etc.

24.1 A director who has been validly appointed or nominated for appointment by a particular member or members may (i) be a director or other officer of, employed by or otherwise interested (including by the holding of shares) in, any such member or members, or of any body corporate owned or controlled by any such member or members, and (ii) have regard to the interests of that member or

members, and shall not be deemed to have a conflict of interest or to be in breach of his duty under Section 228(1)(f) of the Act in any such circumstances.

24.2 A director who declares the nature of his interest in a contract (as the expression **contract** is to be interpreted by Section 231 of the Act) or proposed contract with the company in accordance with the requirements of the Act in that regard shall not be deemed to be in breach of his duty under Section 228(1)(f) of the Act, but this is without prejudice to the powers of the directors to take any action which they may consider appropriate in their discretion in relation to any matters so disclosed.

24.3 A director shall be permitted to enter into any transaction or arrangement, or give an undertaking or commitment, notwithstanding that to do so would or might restrict the director's power to exercise an independent judgement, provided always that the relevant transaction, arrangement, undertaking or commitment shall have been previously approved by the board of directors or a committee, or by a resolution of the members in general meeting.

25 Use of company property

25.1 Unless the members of the company in general meeting shall otherwise determine, and subject always to the other Regulations of this Constitution, any director may use, for his own benefit, any of the company's property where the other directors or the members of the company have given their consent (whether express or implied) to that use, or where such use is pursuant to or in accordance with the director's terms of appointment (or employment, if applicable).

26 Proxies

26.1 The instrument appointing a proxy shall be in the following form, or as near to it as circumstances permit:

Voting Instructions to Proxy (choice to be marked with an 'x')			
Number or description of resolution:	In Favour	Abstain	Against
1			
2			
3			
Unless otherwise instructed the proxy will vote as he or she thinks fit.			
Signature of member: _____			
Dated: _____			

26.2 The instrument of proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the company or at such other place within Ireland as is specified for that purpose in the notice convening the meeting of the company, and shall be so deposited not later than before the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the commencement of the taking of the poll.

26.3 The directors or the secretary may from time to time permit appointments of a proxy to be made by means of an electronic or internet communication or facility or by facsimile transmission, and may permit supplements, amendments or revocations of any such appointments to be made by similar

means. Any such appointments of proxy and any such supplements, amendments or revocations thereof may be made subject to such terms and conditions as the directors or secretary may determine from time to time in their or his discretion, and any such appointments, supplements, amendments or revocations of proxy will be deemed deposited at the place specified for such purpose, once received by the company. The directors may treat any such communication, facility or transmission which purports to be or is expressed to be sent on behalf of a member as sufficient evidence of the authority of the person sending it to send it on behalf of that member.

27 Business of AGM

Without prejudice to the powers of the directors to include on the agenda of any annual general meeting of the company such other matters as they may, in their absolute discretion, think fit, the business of the annual general meeting of the company shall be required to include only the following matters:

- 27.1 the consideration of the company's statutory financial statements and the report of the directors and, unless the company is entitled to and has availed itself of the audit exemption under Section 360 or Section 365 of the Act, the report of the statutory auditors on those statements and that report;
- 27.2 the review by the members of the company's affairs; and
- 27.3 save where the company is entitled to and has availed itself of the exemption referred to in paragraph 1 of this Regulation, the appointment or re-appointment of statutory auditors.

28 General Meetings outside Ireland

An annual general meeting or an extraordinary general meeting of the company may be held inside or outside Ireland provided that, if the company holds any such meeting outside Ireland then, unless all of the members entitled to attend and vote at such meeting consent in writing to its being held outside Ireland, the company shall at its own expense make all necessary arrangements to ensure that members can, by technological means, participate in any such meeting without leaving Ireland.

29 General Meetings including Quorum

The quorum for general meetings of the company shall be two members present in person or by proxy unless the company is a single-member company, in which case one member present in person or by proxy shall be a quorum.

30 Company may dispense with holding an Annual General Meeting

- 30.1 The company need not hold an annual general meeting in any year where all the members entitled, as at the date of the written resolution referred to in this Regulation, to attend and vote at such general meeting have signed, before the latest date for the holding of the meeting, a written resolution, complying with the provisions of the Act, acknowledging receipt of the financial statements that would have been laid before that meeting, resolving all such matters as would have been resolved at that meeting, and confirming that no change is proposed in the appointment of the person (if any) who, at the date of the resolution, stands appointed as statutory auditor of the company.

31 Right to demand a poll

- 31.1 At any general meeting a poll may be demanded by:
 - 31.1.1 the chairperson of the meeting;

- 31.1.2 at least three members present in person or by proxy;
- 31.1.3 any member or members present in person or by proxy and representing not less than 10 per cent of the total voting rights of all the members of the company having the right to vote at the meeting; or
- 31.1.4 a member or members holding shares in the company conferring the right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than 10 per cent of the total sum paid up on all the shares conferring that right.

32 Restriction on voting

For so long as the company holds any shares as treasury shares, or any subsidiary of the company holds shares in the company, then the company or the subsidiary (as the case may be) shall not exercise any voting rights in respect of the shares.

33 Unanimous Written Resolutions and Majority Written Resolutions

A unanimous written resolution and a majority written resolution may be passed by members subject to and in accordance with Section 193 and Section 194 respectively of the Act.

34 Directors' and Officers' Indemnity

Subject to the provisions of the Act, every director, managing director, chief executive officer, secretary and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him:

- 34.1 in defending any proceedings, whether civil or criminal, in relation to his acts or omissions while acting in such office, in which judgment is given in his favour or in which he is acquitted; or
- 34.2 in connection with any proceedings or application referred to in, or under, Sections 233 or 234 of the Act in which relief is granted to him by the court.

35 Notices

- 35.1 Any notice or document to be served on or given to a member of the company by the company or by an officer of the company whether pursuant to any provision of the Act or this Constitution or otherwise may be served on or given to the member in any of the ways specified in subsection (3) of Section 218 of the Act (including by electronic means provided that in such a case the conditions specified in subsection (4) of that Section are satisfied), and the notice or document shall be deemed to have been served or given as follows:

- 35.1.1 if given personally or delivered to the member, when so given or delivered;
- 35.1.2 if left at the registered address of the member, when so left at that address;
- 35.1.3 if the notice is a notice of a general meeting, and it is posted using ordinary pre-paid post to the registered address of the member, on the expiration of 24 hours following posting (as permitted by Section 181(3) of the Act) but in a case where the notice or document is not a notice of a meeting, it shall be deemed to have been given or served 48 hours after the cover containing it was posted, and if so posted on a Friday, 72 hours after it was so posted; and

- 35.1.4 if served on or delivered to a member by electronic means, both in the case of the service or giving of the notice or document by sending it by electronic mail and by making it available or displaying it on a website, 12 hours after the time it was sent, or made available or displayed.
- 35.2 Where the company is required or obliged to serve a notice on or give it to a person other than a member of the company, it shall be in writing and, without prejudice to any method of service provided for in the Act, may be served on or given to that person personally, or by leaving it at or posting it to the last-known postal address of that person, or by sending it to the other person by electronic mail provided that the person has consented to the use of electronic mail to serve or give notices on or to such person and has not, at the time that electronic mail is so used, given written notice to the company in accordance with the provisions of this Constitution withdrawing that consent. A notice or document given or served in a manner referred to in this paragraph shall be deemed to have been given or served as follows:
- 35.2.1 if given personally, when so given;
- 35.2.2 if left at the last-known postal address of the person, when so left at that address;
- 35.2.3 if posted using ordinary pre-paid post to the last-known postal address of the other person on any day other than a Friday, 48 hours after the cover containing it was posted, and if so posted on a Friday, 72 hours after it was so posted; and
- 35.2.4 if served on or delivered to the other person by electronic mail, 12 hours after the time it was sent.
- 35.3 Without prejudice to any provision of the Act or of these Regulations concerning the sending of notices or other documents to the company, any notice or other document which is required to be served on or given to the company by a member or by any other person under the Act or this Constitution shall be in writing and in the English language, and may be served on or given to the company by giving or delivering it personally to the secretary of the company or by posting it using ordinary pre-paid post to the registered office of the company marked for the attention of the secretary, and will be deemed to have been served on or given to the company;
- 35.3.1 if given or delivered personally, when so given or delivered; and
- 35.3.2 if posted in the manner described in this paragraph on any day other than a Friday, 48 hours after the cover containing it was posted, and if so posted on a Friday, 72 hours after it was so posted.

36 Single-member Company

- 36.1 If at any time the company has only one member, that is to say that all the issued shares of the company are registered in the name of a sole person (whether a natural person or a body corporate), it will be a single-member company within the meaning of the Act. If and so long as the company is a single-member company, the sole member may appoint a person to be a director of the company by serving a notice in writing on the company which states that the named person is appointed director, and this applies notwithstanding anything in subsection (3) of Section 144 of the Act (save for the requirement of it that any limit for the time being on the number of directors provided for in this Constitution (if any) is to be observed) or in subsection (4) of Section 144.
- 36.2 Where the company is a single-member company and the sole member takes any decision which has effect, pursuant to Section 196 of the Act, as if agreed by the company in general meeting, the

member shall provide the company with a written record of that decision, unless the decision is taken by way of written resolution which the member has already forwarded to the company, and where the company is notified by the sole member of a decision taken by way of a written resolution, or of a written record of a decision taken by that sole member, the company shall record and retain the notification in a book or other suitable means maintained for the purpose.

- 36.3 Where the company is a single-member company and the sole member exercises or discharges any power, right or obligation pursuant to Section 196 of the Act, involving or consisting of the passing of a resolution, or the sole member agreeing to a thing, and the provisions of Section 198 of the Act shall apply to that resolution or thing, the company shall notify such exercise or discharge in writing within 15 days of the occurrence thereof to the Registrar of Companies.
- 36.4 Where the company is a single-member company and enters into a contract with the sole member which is not in the ordinary course of business and which is not in writing, and the sole member also represents the company in the transaction (whether as a director or otherwise), the company shall ensure that the terms of the contract are forthwith set out in a written memorandum or are recorded in the minutes of the next directors' meeting.

We, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association and we agree to take the number of shares in the Capital of the Company set opposite our respective names:

Names, Addresses and
Descriptions of Subscribers

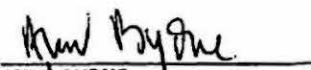
Number of Shares taken
by each Subscriber



PAUL GOUGH
DIRECTOR


SIXTY NINE

287 ROSELAWN HOUSE
PLASSEY
LIMERICK



ANNA BYRNE
SUBSCRIBER

Ten
TEN

MERTON LODGE
MODEL FARM ROAD
CORK



MARGARET DOYLE
SUBSCRIBER

Five
FIVE

20 RICHMOND
NEWTOWNPARK AVENUE
BLACKROCK
CO. DUBLIN

Total Number of Shares Taken


EIGHTY FOUR

Dated 21st day of June 2012

Witness to the above signatures: Mr. Jason Clancy Clanwilliam Islandtarsney Fenor Waterford

SCHEDULE 2/ΠΑΡΑΡΤΗΜΑ 2

CAMBROOKE THERAPEUTICS INTERNATIONAL LIMITED - HE 345621
(the **Company**)

DECLARATION OF THE BOARD OF DIRECTORS OF THE COMPANY
DATED 6TH OF AUGUST 2025

- (A) The Board of Directors of the Company makes this declaration pursuant to and in accordance with provisions of sections 2011ΣΤΒ(2) of the Companies Law, Cap. 113 (the **Law**), in relation to the matter of the Cross-Border Merger (as defined below).
- (B) Cambrooke Therapeutics International Limited is a private limited liability company duly incorporated and validly existing under the laws of the Republic of Cyprus with registration number HE 345621 having its registered office at Lemesou, 195, Dali, 2540, Nicosia, Cyprus (the **Company** or the **Transferor Company**).
- (C) Nualtra Limited is a private company limited by shares duly incorporated and validly existing under the laws of Ireland with registration number 516122, having its registered office at Roselawn Suite 1, Roselawn House, National Technology Park Limerick, Co. Limerick, Limerick Ireland (the **Successor Company**).
- (D) The Transferor Company and the Successor Company belong to the same group of companies and are wholly owned subsidiary companies of Ajinomoto Cambrooke, Inc., a corporation organized under the laws of the State of Massachusetts and having its principal address at 4 Copeland Drive, Ayer, 01432, Massachusetts, United States of America (the **Common Shareholder**).
- (E) The Transferor Company intends to proceed with a restructuring by means of a cross-border merger by acquisition pursuant to which the Successor Company will absorb the Transferor Company in exchange for shares to be issued by the Successor Company to the Common Shareholder (the **Cross-Border Merger** or **CBM**).
- (F) The Board of Directors of the Company hereby declares:
 - (a) That the balance sheet of the Company, which is attached hereon as **Appendix 1**, accurately reflects the current financial position of the Company, and;
 - (b) That based on the information it has on the date hereof, and after reasonable investigation, is unaware of any reason why the Company would, after the Cross-Border Merger takes effect, be unable to meet its liabilities when those liabilities fall due.

[Execution Page Follows]

THE BOARD OF DIRECTORS



MARK JONATHAN BRIAN LANE
Director

PANAYIOTIS CHARALAMBOUS
Director

THE BOARD OF DIRECTORS

MARK JONATHAN BRIAN LANE
Director



PANAYIOTIS CHARALAMBOUS
Director

Cambrooke Therapeutics International

Balance sheet at 5th August 2025

05/08/2025

NOTES

FIXED ASSETS

Tangible assets	1	8,854
Intangible assets	2	-
R&D	3	32,199
		41,053

CURRENT ASSETS

Stock		224,306
Stock Provision		(45,229)
Trade Debtors	4	1,140,250
Bank and Cash		1,496,578
		2,815,905

CREDITORS:

Trade & other creditors (*)	5	546,185
Taxation and social welfare	6	51,272
Accruals	8	(352,770)
		244,687

0

NET CURRENT ASSETS

2,571,218

TOTAL ASSETS LESS CURRENT LIABILITIES

2,612,271

FINANCED BY

CAPITAL & RESERVES

Called up share capital	1,000
Share Capital	-
Current year result	518,405
Dividend Paid	(1,382,980)
Revenue reserves	3,475,847

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SHAREHOLDERS' FUNDS

2,612,271