CORTHEA · FOUNDER CIRCLE

Atypical Silent Partnership Agreement

Atypisch Stiller Gesellschaftsvertrag · Anlage 1 zum Wandeldarlehensvertrag · Founder Circle

NON-BINDING WORKING TRANSLATION · THE GERMAN VERSION IS THE SOLE BINDING VERSION / UNVERBINDLICHE ARBEITSÜBERSETZUNG

ENGLISH · NON-BINDING WORKING TRANSLATION

DOCUMENT AND PURPOSE

This is the agreement into which the loan converts. It takes effect when the lender exercises the conversion right or elects conversion at the maturity date, and governs the silent participation in CORTHEA Nutrition GmbH from the conversion date onward. It defines the capital contribution (loan principal without interest, via a debt-to-equity swap), the share in profit and loss, the share in hidden reserves and goodwill, information rights, subordination, and the absence of a repayment claim after conversion. The subject is the operating online and B2B supplement business including the brands DAILY, GLOW, MAGIC, JOY, the formulations, the distribution rights to the Coated Beads Technologie, and inventory. The CORTHEA master brand, the CORTHEA Health Club, and the Innsbruck retail store are expressly not included. The operating company is an Austrian GmbH seated in Innsbruck. The spin-off takes place with the entry of the strategic lead partner.

GOVERNING LAW AND BINDING LANGUAGE

This document and the entire Founder Circle documentation are governed by Austrian law. The German-language version is the sole legally binding version. This English version is a non-binding working translation provided for the convenience of international participants. Should the German and English wording diverge in any respect, the German wording prevails. The place of jurisdiction is Innsbruck, Austria.

REGULATORY CLASSIFICATION

The Founder Circle is structured as a private placement. The instrument offered is a subordinated convertible loan that converts into an atypical silent participation (atypisch stille Beteiligung) in CORTHEA Nutrition GmbH. Under Austrian law this qualifies as an investment (Veranlagung) within the meaning of section 1 para 1 no 1 of the Austrian Capital Market Act 2019 (KMG 2019), and not as a transferable security. The offer is exempt from the obligation to publish a prospectus on two independent grounds: under section 3 para 1 no 3 KMG 2019, because the total consideration in the EEA over any twelve-month period stays below EUR 2,000,000 (the Founder Circle volume is up to EUR 500,000); and under section 3 para 1 no 5 KMG 2019, because the offer is addressed to fewer than 150 non-qualified persons per EEA member state. Regulation (EU) 2017/1129 applies to transferable securities and does not apply here. No prospectus approved by the Austrian Financial Market Authority (FMA) has been or will be published for this offer.

DEUTSCH · HINWEIS ZUR VERBINDLICHKEIT

MASSGEBLICHE SPRACHE UND RECHT

Dieses Dokument und die gesamte Founder-Circle-Dokumentation unterliegen österreichischem Recht. Allein die deutsche Fassung ist rechtlich verbindlich. Eine englische Fassung ist eine unverbindliche Arbeitsübersetzung zur Information internationaler Teilnehmer. Bei Abweichungen zwischen deutschem und englischem Wortlaut gilt der deutsche Wortlaut. Gerichtsstand ist Innsbruck, Österreich.

This cover sheet is for orientation. It is not part of the binding agreement, is not legal, tax, or investment advice, and creates no offer or commitment. Only the German documents are binding. Austrian counsel reviews the documentation as a whole before issue. / Dieses Deckblatt dient der Orientierung. Verbindlich sind allein die deutschen Dokumente.

CORTHEA · FOUNDER CIRCLE

Atypical Silent Partnership Agreement

Anlage 1 to the Convertible Loan Agreement · Founder Circle

> This Agreement takes effect when the silent partner exercises the conversion right under § 5 of the Convertible Loan Agreement or elects conversion at the Maturity Date. It governs the rights and obligations of the silent partnership in CORTHEA Nutrition GmbH from the conversion date onward.

§ 1 · PARTIES AND SUBJECT MATTER

(1) **CORTHEA Nutrition GmbH** (following incorporation under § 4a of the Convertible Loan Agreement), Maria-Theresien-Strasse 38, 6020 Innsbruck, represented by Paul Scheithauer and Marie Haim-Swarovski (the “Principal”).

(2) The silent partner, whose particulars are recorded in Anhang A to the Convertible Loan Agreement (the “Silent Partner”).

(3) The subject of this silent participation is the operating online and B2B supplement business (D2C distribution, hotels, pharmacies, physicians) of CORTHEA Nutrition GmbH, together with the associated product brands (DAILY, GLOW, MAGIC, JOY), formulations, distribution rights to the Coated Beads Technologie, and inventory, as contributed to CORTHEA Nutrition GmbH. Expressly not included: the CORTHEA master brand, the CORTHEA Health Club, and the Innsbruck retail store.

§ 2 · CONTRIBUTION AND CONVERSION

(1) The contribution equals the loan principal (the “conversion amount”). Interest is not included; the claim to interest lapses upon conversion.

(2) The contribution is deemed made by conversion of the loan claim (debt-to-equity swap). No separate cash payment is required.

(3) **Valuation:** The contribution is made at the conversion price under § 5 of the Convertible Loan Agreement. That price is the value more favourable to the Silent Partner, being the lower of the valuation cap of EUR 4.5m pre-money or the pre-money valuation of a qualified financing round less an early-subscriber discount of 20%, in each case as set out in § 5 of the Convertible Loan Agreement. Absent a qualified financing round before the Maturity Date, the valuation cap applies.

(4) **Percentage participation:** The conversion amount divided by (the conversion price under para 3 plus the sum of all converted contributions).

§ 3 · NATURE OF THE PARTICIPATION

(1) The silent participation is structured as atypical. The Silent Partner participates in current profit and loss, in enterprise value (hidden reserves, goodwill), and in liquidation proceeds.

(2) The silent participation creates no partnership vis-a-vis third parties and is not entered in the commercial register (Firmenbuch).

§ 4 · PARTICIPATION IN PROFIT AND LOSS

(1) **Profit:** Participation in proportion to the percentage participation under § 2 para 4.

(2) **Retention:** Profit shares are not distributed on a current basis. They are retained and credited to the capital account. Distribution occurs only on an exit or on conversion into GmbH shares.

(3) **Loss:** Participation limited to the amount of the contribution. No obligation to make further contributions.

§ 5 · EXIT PROCEEDS AND ENTERPRISE VALUE

(1) On an exit, the Silent Partner participates in the proceeds in proportion to its percentage participation, after deduction of senior liabilities and any liquidation preferences of institutional investors.

(2) Once conversion has been completed, there is no claim to repayment of the contribution. The claim is limited to the pro rata exit proceeds.

§ 6 · SUBORDINATION IN INSOLVENCY

(1) The contribution is subordinated to all other creditors of CORTHEA Nutrition GmbH as Principal.

(2) The Silent Partner is considered only after all other creditors have been satisfied in full, ranking ahead of any shareholder contributions of the GmbH shareholders.

§ 7 · CONVERSION RIGHT INTO GENUINE GMBH SHARES

(1) The Silent Partner has the right, and not the obligation, to convert its silent participation into genuine shares in CORTHEA Nutrition GmbH at any time.

(2) Conversion into genuine shares takes place at the percentage participation that the atypical silent participation economically represents at the time of conversion. No separate revaluation takes place. Completion occurs by way of a capital increase or share assignment with notarial deed.

(3) **Condition:** Accession to the articles of association of CORTHEA Nutrition GmbH and to the shareholders' agreement of the Founder Circle shareholders.

§ 8 · INFORMATION AND CONTROL RIGHTS

(1) Quarterly update reports; annual financial statements within six months of the balance sheet date; notice of material strategic developments.

(2) No voting rights and no operational participation rights before conversion into GmbH shares has been completed.

§ 9 · TERM

(1) Takes effect on the conversion date. Ends on completed conversion into GmbH shares, on an exit, or by mutual termination.

(2) No right of ordinary termination.

§ 10 · CONFIDENTIALITY

(1) The Silent Partner treats all information as strictly confidential, for the term and for three years thereafter. § 8 of the Convertible Loan Agreement applies accordingly.

§ 11 · FINAL PROVISIONS

(1) Austrian law. Place of jurisdiction: Innsbruck.

(2) Written form for amendments. A severability clause applies.

(3) This Agreement is entered into upon signing of the Convertible Loan Agreement and becomes operative only upon completion of conversion under § 5 of the Convertible Loan Agreement.

Place, date · Paul Scheithauer, Managing Director
FOR THE PRINCIPAL, CORTHEA NUTRITION GMBH

Place, date · Marie Haim-Swarovski, Managing Director
FOR THE PRINCIPAL, CORTHEA NUTRITION GMBH

Place, date
THE SILENT PARTNER (NAME IN BLOCK CAPITALS)

This document forms part of a private placement of the CORTHEA Founder Circle and is addressed exclusively to personally invited, qualified investors. It is not a public offer.