

**MEMORANDUM OF
ASSOCIATION
OF
PM-INTERNATIONAL INDIA PRIVATE LIMITED
Company Limited by Shares
INCORPORATED UNDER THE COMPANIES ACT,
2013 (NO. 18 OF 2013)**

1. The name of the Company is "PM-International India Private Limited".
2. The Registered office of the Company will be situated in the National Capital Territory of Delhi.
3. (a) **The Objects to be pursued by the company on its incorporation are:—**
 1. To carry on in India and abroad the business of buying, selling, trading, importing, exporting, exchanging, distributing, manufacturing, assembling or otherwise to deal in all types of nutrition and cosmetics products, goods, most particularly nutritional supplements, dietary foodstuffs, perfumes, cosmetic articles and all other similar or connected products to consumers through a network of distributors or independent distributors, agents, middlemen, suppliers in India or as the company thinks fit and to do all incidental acts and things necessary for the attainment of the above objects."
- (b) **Matters which are necessary for furtherance of the objects specified in clause 3(a) are:—**
 1. To conduct, sponsor, training to the trainees in the workshops, factories, or other organizations in any part of India in such line or lines and / or branch or branches and/or industry or industries where trainees may have full scope for extending their technical and managerial skills and gaining practical knowledge, in particular in branches or industries on such terms and conditions as the Company may deem fit and proper or otherwise participate in training programme, courses, seminar conferences, exhibitions and fairs in respect of any of the objects of the company and for

Sham



spreading or imparting the knowledge and use of all types of nutrition and cosmetics products including the publication of books, journal, bulletins, study/course materials, circulars and news- letters.

2. To acquire, establish, promote and run or otherwise manage computer centers in India and / or abroad and to impart training and education in engineering, operating, maintaining, computer services, and software packages and systems for the attainment of the main objects of the Company.
3. To apply for, purchase or acquire and protect, prolong and renew whether in India or in any part of the world, for the purpose of using in its business, any patents, patent rights, copy rights, sophisticated technology, designs, licenses, concessions and the like, conferring any exclusive or non-exclusive or limited right to use any secret, technical or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may directly or indirectly benefit the Company.
4. To adopt such means of making known and advertising the business and products of the company as may seem expedient to the company;
5. To enter into technical collaborations to import equipment, materials, data, programs and to do such other things as may be necessary to pursue the main objects.
6. To sell, lease, grant licenses, easements and other rights over and in any other manner, deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof, for such consideration as the Company may think fit and in particular of shares, debentures or securities of any other Company.
7. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and from time to time sell or vary such investments and to execute all assignments, transfers, receipts & documents that may be necessary in that behalf and to give credit to such persons including Government and upon such terms and conditions as the Company may think fit, provided that the Company shall not carry on Banking business.
8. Subject to the provisions of Banking Regulation Act, 1949 to draw, make, accept, endorse, discount, buy, sell, collect, deal in, execute and issue

bills of exchange, hundies, promissory notes, coupons, drafts, bills of lading, railway receipts, warrants, debentures, scrips and other negotiable or transferable instruments or securities whether transferable negotiable or not and to discount, accept, collect bills of exchange, hundies, promissory notes, coupons, drafts, bills of lading, and other instruments and securities whether transferable / negotiable or not.

9. To affect all such insurances in relation to the property of Company and the carrying on of its business and any risk incident thereto as may seem expedient.
10. To refer to or agree to refer to arbitration any claims, demands, dispute or any other question by or against the Company or in which the Company is interested or concerned, and whether between the Company and the members or members of the Company and or his representatives, or between the Company and third parties and to observe and perform and do all acts, matters and things to carry out or enforce the Arbitration award(s).
11. Subject to approval of shareholders to amalgamate, or enter into partnership or into an arrangement for sharing profit, union of interest, co-operation, joint venture, reciprocal concession or with any person, firm or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in.
12. Subject to approval of shareholders to incorporate subsidiary companies in India or abroad, carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
13. To appoint engineers, technicians, professionals, contractors, managers, brokers, canvassers, agents and other persons and to establish, undertake, transact, execute, and maintain agencies or branches in any part of India or abroad for the purpose of the company's business and to discharge and to discontinue the same.
14. To engage any person, firm or company rendering professional, consultancy or advisory services to the Company and to remunerate any such person, firm or company as may be thought expedient.



15. To negotiate and enter into agreements and contracts with Indian and foreign individuals, companies, corporations and such other organizations for technical, financial or any other assistance for carrying out all or any of the objects of the company or for the purpose of activating research and development of projects on the basis of know-how, financial participation or technical collaboration and acquire necessary formulae and patent rights for furthering the objects of the company.
16. To purchase the reversion or reversions or acquire the freehold rights in all or any part of the lands for the time being held under lease or for an estate less than a freehold estate by the Company for the purpose of using as office premises or otherwise.
17. To enter into any arrangements with any Government Authorities (Central, State, Municipal, local or others) or Company (whether incorporated in India or outside India) firm or person that may seem conducive to the attainment of Company's objects or any of them and to obtain from any such Government or other authorities any orders, charters, licenses, authorizations, rights, privileges and concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any arrangements, rights, privileges and concessions.
18. To open account or accounts with any individual firm or company or with any Bank or Banks and to pay into and to withdraw money from such account or accounts.
19. To act as principals, agents, contractors, trustees or otherwise and either by or through agents, trustees, sub-contractors and either alone or in conjunction with others and to allow any property to remain outstanding with such agents or trustees.
20. To give franchises; rights to use our technologies; plant and equipment; for commercial exploitations to other persons/parties and receive royalties, fees, considerations for the same in India and abroad.
21. In case of winding up of the Company, subject to the applicable provisions of the Companies Act, to distribute any of the property of the Company or any proceeds of sale or disposal of any property in specie or kind among the members.



4. The liability of the member(s) is limited, and this liability is limited to the amount unpaid, if any, on the shares held by them.

5. The share capital of the Company is Rs. 14,11,50,000/- (Rupees Fourteen Crores Eleven lakhs and Fifty Thousand) divided into 1,41,15,000 (One Crore Forty-One Lakhs Fifteen Thousand) equity shares of Rs. 10/- each, with power to increase, modify and reduce the Capital of the Company and to divide the shares in the Capital for the time being into several classes and to attach thereto respectively such preferential, deferred, qualified, or special rights, privileges or conditions as may be determined under the provisions of the Companies Act, 2013 or any other applicable Act(s), Rule(s) and Regulation(s) etc.,^{1Note*}

Suresh








Sham



^{1 Note*} Authorised Share capital of the Company increased Rs. 14,11,50,000/- (Rupees Fourteen Crores Eleven lakhs and Fifty Thousand) divided into 1,41,15,000 (One Crore Forty-One Lakhs Fifteen Thousand) equity shares of Rs. 10/- each vide resolution passed in Extraordinary Meeting of Shareholders held on 2nd February 2021.

We, the several persons, whose names, addresses and occupations are hereunder subscribed, are desirous of being formed into a Company in pursuance of this MEMORANDUM OF ASSOCIATION and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Name, Address, Occupation and Description of each Subscriber	No. of equity shares taken by each subscriber	Signature of each Subscriber	Signature, Name, Address and Occupation of Witness
<p>1. Corporate Identity Number/ GLN: 846592</p> <p>Name: PM International AG</p> <p>Registered office Address: 17, rue des saunders 1618 Luxemburg, Luxemburg</p> <p>Represented By: 10 Michel Lippert s/o Rüdiger Lippert</p> <p>Address: Hofweg 2, 66863 Pöding, Germany</p> <p>Occupation: International Controller</p> <p>Vide Board Resolution: 09/01/15</p> <p>And</p> <p>Represented By: 10 Frank Lippert s/o Rüdiger Lippert</p> <p>Address: Kapellenweg 9, 59246 Pöding, Germany</p> <p>Occupation: Controller</p> <p>Vide Board Resolution: 09/01/15</p>	<p>189620 (One Lakh Eighty Nine Thousand Six Hundred Twenty)</p>	   	<p>I witness to subscribers who have subscribed and signed in my presence</p> <p>Date: 20.03.2015 Place: Luxemburg</p> <p>Further I have verified his or their details (ID) for their identification and satisfied myself of their identification particulars are filled in.</p> <p>Witness to the Subscriber No. 1</p>  <p>Name: Christian Stock Father's Name: Eckhard Stock Address: Sierrenstr. 2, 59240 Trier Germany Occupation: Director of M&A</p>

Date: 20.03.2015
Place: Luxemburg

The undersigned Karine REUTER notary public residing in Pétange hereby certifies the authenticity of the signature(s) apposed herabove.



Handwritten signature



Handwritten signature

We, the several persons, whose names, addresses and occupations are hereunder subscribed, are desirous of being formed into a Company in pursuance of this MEMORANDUM OF ASSOCIATION and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Name, Address, Occupation and Description of each Subscriber	No. of equity shares taken by each subscriber	Signature of each Subscriber	Signature, Name, Address and Occupation of Witness
<p>1. Corporate Identity Number/ GLN: 594582</p> <p>Name: PM International AG</p> <p>Registered office Address: 11, Für den stein 16118 Watenburg, Lüneburg</p> <p>Represented By: Dr. Michael Leber aka Michael Leber Address: Hofweg 2, 66645 Pöding, Germany Occupation: International Controller</p> <p>Vide Board Resolution: 09/01/15</p> <p>And</p> <p>Represented By: Dr. Frank Uppert aka Frank Uppert Address: Kopplweg 9, 58546 Pöding, Germany Occupation: Controller</p> <p>Vide Board Resolution: 09/01/15</p>	<p>189620 (One lakh Eighty Nine Thousand Six Hundred Twenty)</p>	   	<p>I witness to subscribers who have subscribed and signed in my presence</p> <p>Date: 2003.2015 Place: Watenburg</p> <p>Further I have verified his or their details (ID) for their identification and satisfied myself of their identification particulars are filled in.</p> <p>Witness to the Subscriber No. 1</p>  <p>Name: Christian Steink Father's Name: Eckhard Steink Address: Siversstr. 2, 58546 Pöding, Germany Occupation: Director of H&A</p>

Date: 2003.2015
Place: Watenburg

The undersigned Karine REUTER, notary public residing in Pérange hereby certifies the authenticity of the signature(s) apposed hereabove.



Shaw





LE GOUVERNEMENT
 DU GRAND-DUCHÉ DE LUXEMBOURG
 Ministère des Affaires étrangères
 et européennes

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- 1. Pays: Grand-Duché de Luxembourg
- 2. Le présent acte public
- 2. a été signé par REUTER, Karine
- 3. agissant en qualité de Notaire
- 4. est revêtu du sceau/empreinte de Office notarial
- Attesté
- 5. à Luxembourg le le VENDREDI 27 FÉVRIER 2015
- 7. par Ministère des Affaires étrangères et européennes
- 8. sous no. V-28158227-114216
- 9. Sceau / Empreinte 10. Signature



Marie Nézet, Titulaire du Bureau des Notaires
 de Luxembourg



Handwritten text, possibly a stamp or signature, located at the bottom of the document.



SINGAPORE ACADEMY OF LAW

I, Low Hui Min, Chief Financial Officer, Singapore

Academy of Law, Republic of Singapore, hereby certify that

Ian Ng Fook Yun is a duly appointed Notary Public practising

in Singapore, and that the signature appearing at the foot

of the annexed Notarial Certificate dated 26th January 2015

is the signature of the said Ian Ng Fook Yun.

29 JAN 2015

Dated at Singapore this 27th day of January 2015.

29/1/15

Statement No: _____ Date: _____
in the Consular Section of the
Commission of India, Singapore,
not responsible for the contents.

LOW HUI MIN
CHIEF FINANCIAL OFFICER
SINGAPORE ACADEMY OF LAW



S. NATARAJAN
Atache (Passport)
High Commission of India
Singapore

Certified true signature
ZARINA BINTE RAMLI

15011957 28 JAN 2015

1 Supreme Court Lane, Level 6, Singapore 178079
Tel: +65 6332 1388 Fax: +65 6334 4940 Website: <http://www.sal.org.sg>

[Handwritten signature]

[Handwritten signature]



NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, IAN NG FOOK YUN, a Notary Public for the Republic of Singapore, do hereby **CERTIFY AND ATTEST** that the attached document was duly signed by Thomas Hufnagel for and on behalf of **PM-INTERNATIONAL HEAD QUARTER ASIA PACIFIC PTE. LTD.**, a Singapore registered company, in my presence on this 26th day of January 2015.

IN TESTIMONY WHEREOF I the said Notary have hereunto subscribed my name and affixed my seal of office this 26th day of January 2015.

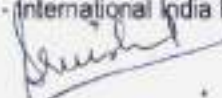
WHICH I ATTEST



**NOTARY PUBLIC
REPUBLIC OF SINGAPORE**



PM - International India Private Limited



Director / Authorized Representative

