



Rapid Nutrition Strengthens Financial Position with €1.5 Million in New Funding to Drive Innovation and Market Expansion

New funding will fuel product innovation, strengthen global partnerships, and accelerate growth across key high-potential markets.

London, United Kingdom – 23 January 2025 – [Rapid Nutrition PLC](#) (Euronext Growth Paris: [ALRPD](#)), an innovative HealthTech leader dedicated to advancing global wellness, proudly announces the successful securing of €1.5 million in funding through institutional investor Atlas Capital Markets, LLC via a amortized debt facility. These strategic funding efforts not only strengthen the company's balance sheet but also set the stage for a robust growth trajectory in 2025.

The secured funds will help accelerate Rapid Nutrition's initiatives in key high-growth regions, including China, Australia, the USA, Korea, and Europe. With these markets forming the cornerstone of the company's 2025 strategy, the financial backing will allow for targeted investment in tailored strategies, subscription models, and localized product offerings.

- **China:** Projected to deliver \$1.5 million in additional growth through innovative localized strategies.
- **Australia & USA:** Rapid Nutrition's subscription-based model has shown exceptional potential, currently generating over 200 monthly subscribers at an average of \$35 per month. This model is expected to achieve \$1.31 million in annual recurring revenue within the next 12 months.
- **Korea & Europe:** The company's advanced discussions and partnerships in these regions aim to facilitate new product launches and expand market reach. Benefits from a Korean distribution agreement secured in 2024 are anticipated to materialize in the second half of 2025.

As part of its shareholder-centric approach, Rapid Nutrition is considering the potential launch of a rights issue toward the conclusion of the 12-month funding term. This initiative could offer shareholders the opportunity to enhance their portfolios at favorable terms, further aligning their interests with the company's long-term vision.

"Securing funding of €1.5 million represents a pivotal step in our mission to drive sustainable growth and deliver value to our shareholders," said Simon St Ledger, CEO of

Rapid Nutrition. “By maintaining a healthy balance sheet, we can execute our strategy across high-growth markets while ensuring financial stability and shareholder alignment. This dual commitment to growth and value creation underscores our confidence in Rapid Nutrition’s bright future.”

This strategic funding reinforces Rapid Nutrition’s capacity to scale revenue drivers and capitalize on the foundational work completed in 2024. Last year’s efforts focused on repositioning the company, establishing key international teams, building partnerships to drive future growth, and advancing product innovation. Notably, 2024 included the development of new formulas tailored for the China market to localize products for taste preferences and optimize gross margins. With these elements in place, the company is well-positioned to seize opportunities in established and emerging markets, ensuring continued momentum in its innovation-led growth journey.

About Rapid Nutrition

Rapid Nutrition is a global HealthTech company dedicated to advancing wellness through evidence-based, personalized nutrition solutions. Leveraging advanced technologies, AI, and scientific research, the company is committed to optimizing nutrition, improving health outcomes, and fostering sustainable, healthier lifestyles worldwide.

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Newsfeed : *Rapid Nutrition secures €1.5 million in flexible funding to strengthen its balance sheet, ensuring the execution of growth strategies across key markets including China, Australia, the USA, and Korea in 2025.*

Disclosures

The Issuer may at its sole discretion (and has no obligation under this Agreement to) issue the Convertible Bonds in the maximum aggregate principal amount of EUR 1,500,000 excluding any relevant commission and expenses, in one tranche. The Tranche shall consist of Convertible Bonds, each with a denomination of Euro 5,000, with a principal aggregate amount equal to Euro 1,500,000 (the “Tranche”).

Undertakings of the Issuer

The Issuer undertakes and guarantees to the Subscriber that:

it will bear and pay (i) any stamp or other duties or Taxes, including interest and penalties, payable on or in connection with the issue of the Convertible Bonds and the execution of this Agreement or its enforcement or the Transaction Documents or the performance by the Issuer of its obligations under the Convertible Bonds or this Agreement, and (ii) any value added, turnover or similar tax payable in connection with any amount payable and due by the Issuer by it under this Agreement or otherwise in connection with the transactions envisaged by this Agreement; subject to prior approval by the Subscriber, it shall not, and shall procure that none of its Subsidiaries shall, take any action which would be reasonably expected to result in the delisting or suspension of the Shares on the Principal Market and it shall comply at all times in all material respects with the regulations of the Principal Market; save as provided for under the terms of this Agreement, during the period starting from the date of this Agreement to the day falling sixty (60) calendar days after the end of the Long Stop Date, the Issuer will not directly or indirectly agree to sell, transfer, pledge, lien, charge, grant security or an option over, or enter into any other agreement or arrangement having a similar effect, or in any way, whether directly or indirectly, dispose of the legal title to or beneficial interest in its shares, or publicly disclose the intention to make any sale, transfer, pledge, lien, charge, grant or offer; it will submit an application to list the Conversion Share, upon delivery of the Conversion Notice by the Subscriber, at the latest on the second Trading Day following the delivery of the Conversion Notice; it will use the Subscription Price for the Purpose only; it will compensate the Subscriber either in cash or by the issuance of Shares for any shortfall resulting from the Market Value on the relevant Final Settlement Date being less than the Synthetic Stock Borrow Value; the amount of such compensation (the “Shortfall Amount”) shall be equal to:

$$110\% \times ((A) - (B))$$

where:

(A) is the Synthetic Stock Borrow Value; and

(B) is the Market Value.

“Final Settlement Date” means, in respect of the Tranche as applicable, the first date on which a repayment pursuant to Condition of the Convertible Bonds results in repayment in full of the Tranche (including accrued interest), as the case may be; “Market Value” means the product of (i) the Relevant Shares and (ii) 95% of the lowest Volume Weighted Average Price of a Share, as published by Bloomberg, in the period of 10 Trading Days ending on the Trading Day falling immediately before the relevant Final Settlement Date; “Relevant Shares” means the number of Shares resulting from the conversion of

Convertible Bonds having an aggregate principal amount equal to the Synthetic Stock Borrow Value on the issue date of the Tranche, as the case may be, at a price equal to 95% of the lowest Volume Weighted Average Price of a Share, as published by Bloomberg, in the period of 10 Trading Days ending on the Trading Day falling immediately before the Tranche Issue Date.

Monthly Amortisation of the Convertible Bonds

Subject as provided in this Conditions, on the date falling one month after relevant the Issue Date and on each one month anniversary thereafter ending on (and including) the relevant Maturity Date, or (if earlier) the first date on which a repayment pursuant to this Condition results in repayment in full of the relevant Convertible Bonds (each such date, a "Scheduled Amortisation Payment Date"), the Issuer shall repay each outstanding Convertible Bond in instalments per Convertible Bond equal to one-twelfth of the Initial Total, together with accrued and unpaid interest (rounded to the nearest €1) on the Convertible Bonds to (but excluding) the relevant Scheduled Amortisation Payment Date (each an "Amortised Payment Amount").

The Holder may, at its option on one occasion only, require that the Issuer repays on the relevant Scheduled Amortisation Payment Date (as specified by the Holder) an amount equal to three-twelfths of the Initial Total (instead of one-twelfth) by notice in writing to the Issuer not less than 1 Trading Day prior to the relevant Scheduled Amortisation Payment Date (and where this paragraph applies the relevant Amortised Payment Amount shall be calculated by reference to three-twelfths of the Initial Total instead of one-twelfth).

Any repayment of the Convertible Bonds pursuant to this Condition shall be effected in cash in Euro or, at the option of the Issuer by notice in writing to the Holders not less than 11 Trading Days before the relevant Scheduled Amortisation Payment Date, by issuing and delivering Ordinary Shares (the "Share Settlement Election"). If the Issuer makes a Share Settlement Election, the number of Ordinary Shares to be issued and delivered shall be determined by dividing the Amortised Payment Amount by the Issuer Conversion Price.

The issue and/or delivery of Ordinary Shares upon exercise of the Conversion Right shall be effected as provided or specified in these Conditions and in accordance with the requirements of applicable law and regulation. The Holder must notify the Issuer of the account to which cash and/or Ordinary Shares to be paid or delivered pursuant to the Conditions shall be paid or delivered, as the case may be,

The Ordinary Shares will be delivered on the relevant Scheduled Amortisation Payment Date.

Early Redemption at the option of the Issuer

On giving not less than 10 nor more than 30 days' notice (an "Optional Redemption Notice") to the Holder in accordance with the conditions, the Issuer may redeem all but not some only of the Convertible Bonds outstanding on the date (the "Optional Redemption Date") specified in the Optional Redemption Notice at the Optional Redemption Price.

The “Optional Redemption Price” means 100% of the principal amount of the outstanding Convertible Bonds, together with an amount equal to all interest scheduled to be paid on the relevant outstanding Convertible Bonds from (and including) the Issue Date to (but excluding) the Maturity Date. For purposes of calculating the Optional Redemption Price, the Reference Rate applicable in respect of any Interest Period beginning on or after the Optional Redemption Date shall be the Reference Rate applying immediately before the Optional Redemption Date.

Conversion of the Tranche Convertible Bonds on the Issue Date

On the Issue Date in respect of the Tranche (as this term is defined in the Agreement), €282,879 in principal amount of the Convertible Bonds will be automatically converted into a number of Ordinary Shares equal to the number of Relevant Shares (as such terms is defined in the Agreement), subject only to delivery to the Issuer by the Holder of a Conversion Notice on or before the Issue Date of the Tranche.

The Ordinary Shares to be issued following such conversion pursuant to this Conditions will be delivered on the fourth Trading Day following the Issue Date (or, if later, following the date of delivery of the relevant Conversion Notice by the Holder).

The Convertible Bonds shall have a maturity of 12 months from the Issue Date (the “Maturity Date”), subject to the amortisation of the Convertible Bonds pursuant to the agreement. The Convertible Bonds may also be redeemed before the Maturity Date pursuant to the terms and conditions (the “Conditions”). The Convertible Bonds shall be subscribed at a fixed price equal to 95% of the principal amount thereof. The Holder may transfer its Convertible Bonds in accordance with the Convertible Bond.

Disclaimer

This press release contains forward-looking statements made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and or otherwise that involve risks, uncertainties and assumptions that could cause Rapid Nutrition PLCs actual results and experience to differ materially from anticipated results and expectations expressed in these forward-looking statements. Rapid Nutrition PLC has in some cases identified forward-looking statements by using words such as "anticipates," "believes," "hopes," "estimates," "looks," "expects," "plans," "intends," "goal," "potential," "may," "suggest," and similar expressions. Rapid Nutrition PLC undertakes no obligation to release publicly the results of any revisions to any such forward-looking statements that may be made to reflect events or circumstances after the date of this press release or to reflect the occurrence of unanticipated events, except as required by applicable law or regulation.

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