Report of the Board of Directors of PolyPeptide Group AG pursuant to Article 132 FinMIA

The Board of Directors of PolyPeptide Group AG (the **Board of Directors**), a Swiss corporation (*Aktiengesellschaft*) with registered office in Baar, Switzerland (the **Target**, and together with its subsidiaries, the **Target Group**), hereby takes position pursuant to article 132 para. 1 of the Swiss Financial Market Infrastructure Act (**FinMIA**) and articles 30-32 of the Swiss Takeover Ordinance (**TOO**) on the public tender offer (the **Offer**) of Samsung Peptide AG, a Swiss corporation (*Aktiengesellschaft*) with registered office in Zug, Switzerland (the **Offeror**), for all publicly held registered shares of the Target with a nominal value of CHF 0.01 each (each a **Target Share**) that are listed on the SIX Swiss Exchange (**SIX**) (the **Transaction**). The Offeror is a wholly owned subsidiary of Samsung Biologics Co., Ltd. a company organized under the laws of the Republic of Korea with registered office in 300, Songdo bio-daero, Yeonsu-gu, Incheon, 21987, Republic of Korea (the **Bidder**, and together with its affiliates, including the Offeror, the **Offeror Group**).

1. Recommendation

After due and careful consideration and analysis of the Offer and taking into account the Fairness Opinion (as defined in Section 2.2 below), the Board of Directors, in accordance with its organizational regulations adopting two resolutions with regard to the Offer (the first resolution by all members of the Board of Directors and the second resolution excluding Mr. Erik Schropp due to a potential conflict of interest), has unanimously resolved to recommend to the shareholders of the Target to accept the Offer.

2. Rationale

The recommendation of the Board of Directors is based on the following considerations.

2.1 Offer Price

The price offered by the Offeror in the Offer amounts to CHF 44.31 net in cash for each Target Share (the **Offer Price**).

The Offer Price would be reduced by the gross amount of any dilutive effects in respect of the Target Shares prior to the consummation of the Offer (the **Settlement**, and the date on which the Settlement occurs, the **Settlement Date**), as described in further detail in the prospectus of August 31, 2026 of the Offeror regarding the Offer (the **Offer Prospectus**).

The Offer Price implies a premium of 11.6% to the volume-weighted average price (VWAP) of all on-exchange trades in Target Shares on the SIX during the sixty (60) SIX trading days (each a **Trading Day**) prior to the publication of the pre-announcement of the Offer on July 20, 2026 (the **Pre-Announcement**) (being CHF 39.72). When compared with the last unaffected on-exchange closing price on April 10, 2026, the Trading Day immediately prior to the publication of the first media speculation about a potential transaction (which amounted to CHF 31.65), the Offer Price implies a premium of 40.0 %.

2.2 Fairness Opinion

The Board of Directors has received comfort as to the fairness of the Offer Price from IFBC AG, Zurich (**IFBC**), acting as an independent expert. IFBC were mandated to prepare and issue a fairness opinion on the financial fairness of the Offer. Based on and subject to the assumptions set out therein, in its fairness opinion dated August 28, 2026 (the **Fairness Opinion**), IFBC determined a fair value range of CHF 31.61 to CHF 41.44 per Target Share primarily applying the discounted cash flow (DCF) method and considers the Offer Price to be fair from a financial point of view.

The Fairness Opinion can be ordered in German, French and English at no cost from the Target at PolyPeptide Group AG, Investor Relations, Neuhofstrasse 24, Baar, Switzerland (phone: +41 43 502 0580, email: investorrelations@polypeptide.com) and is also available on https://www.polypeptide.com/investors/samsung-peptide-ag-tender-offer/. The Fairness Opinion forms an integral part of this report.

2.3 Business Rationale

2.3.1 *Overview*

The Board of Directors, after consultation with external advisors, has made a detailed assessment of the short- and long-term prospects of the Target as an independent public company, listed on the SIX, and of the merits of a going private and partnering with the Bidder, against the alternatives available to the Target and its shareholders. This assessment considered, among other factors: the Target's standalone business plan, which the Board of Directors continues to endorse and considers eminently deliverable under the current management; the scale and phasing of capital investment required to unlock the Target’s full commercial opportunity beyond 2028; and the Target's competitive positioning in a peptide CDMO market increasingly favouring scaled and well-capitalised platforms, with larger players continuing to raise the competitive benchmark.

Against this backdrop, the Board of Directors believes that the, direct or indirect, ownership of the Target by the Bidder represents the most attractive path forward for the Target and its stakeholders relative to the alternatives considered. The path offers a combination of strategic, operational and financial benefits that would be difficult to replicate as a standalone listed company. In particular, the Board of Directors expects the Bidder to reinforce and help accelerate the Target’s next phase of growth, providing access to capital and flexibility of capital structure, global industrial reach and long-term strategic alignment required to fully capitalise on the longer term opportunities. The Board of Directors also believes that direct or indirect ownership by the Bidder will enable the Target to focus on long term value creation and disciplined multi-year investment, without the semi-annual reporting cadence and short-term market scrutiny inherent to a public listing.

Furthermore, the Board of Directors notes that the Target’s principal shareholder, Draupnir Holding B.V., Hoofddorp, The Netherlands (the **Principal Shareholder**), has expressed its intention to divest part or all of its shareholding in line with its strategic objectives, which the Board of Directors considers an additional factor in assessing the merits of the Transaction against the standalone alternative.

2.3.2 *Strategic benefits*

The Board of Directors believes that the Transaction provides the Target with an attractive execution platform and will enable management to materially accelerate the next phase of its strategy, at a pace and scale that the standalone path would be challenging to match.

— *Ability to invest on a self-funded basis ahead of demand and secure long-term customer commitments:* Direct or indirect ownership by the Bidder enables the Target to underwrite multiple parallel large-scale expansion projects on a self- rather than customer-funded basis. Self-funding strengthens the Target's competitive positioning with large pharma customers who increasingly value scale, resilience and speed of build-out when awarding long-cycle commercial contracts. It also enables the Target to follow existing pipeline programmes into commercial-scale manufacturing at a magnitude not achievable under the current standalone set-up.

— *Anchoring within a global CDMO platform positioned for regionalisation:* The Target operates in an industry undergoing a structural shift towards regionalised supply chains and higher scrutiny from large pharma over supplier resilience. Combination with a leading global CDMO who brings deep relationships across the global pharmaceutical companies is expected to accelerate customer acquisition, diversification, support entry into new modalities adjacent to peptides, and strengthen the Target's competitive position against both scaled global peers and emerging new entrants.

— *Preservation of identity and long-term orientation:* The Board of Directors notes the Bidder's expectation to preserve the Target's identity, brand, multi-site footprint and scientific talent base, and to continue investing behind the existing management team's strategy. The Board of Directors views this as materially value-preserving for employees, customers and other stakeholders, and considers it to be a distinguishing feature of this particular counterparty.

2.3.3 *Operational and financial benefits*

Beyond the strategic case, the Board of Directors believes the Transaction offers several operational and financial benefits:

— *Access to industrial and operational best practice at scale:* Being one of the world's largest biologics CDMOs by installed capacity, operating a large-scale commercial biomanufacturing campus in Songdo, South Korea, and serving a top-tier global pharma customer base since its 2011 founding, the Bidder brings mature capabilities in areas such as large-scale supply chain management, standardised quality and manufacturing execution systems, procurement leverage, and yield and throughput optimisation. The Board of Directors believes these can be selectively applied to the Target's peptide operations to enhance productivity, support faster ramp-up of newly commissioned capacity, and improve the reliability of delivery to large pharma customers.

— *Capital availability decoupled from public equity markets and customer co-funding:* The Target's growth to date has been financed through a combination of operating cash flow, drawings under its Revolving Credit Facility (RCF) and customer prepayments. While this model has served the Target well, it inherently constrains the pace and scope of investment. Under the Bidder's direct or indirect ownership, the Target would have access to a materially larger and more flexible funding base, enabling it to pursue multiple expansion projects in parallel and to invest ahead of demand where strategically warranted. This, in turn, materially reduces the financing risk associated with the next wave of capacity build-out.

— *Certainty of value for shareholders in a volatile market context:* The all-cash consideration provides shareholders with immediate, certain value, representing a premium of 40.0 % to the unaffected share price on April 10, 2026 (being CHF 31.65) and 11.6% to the 60-Day VWAP prior to announcement (being CHF 39.72), in preference to a standalone path whose value realisation is contingent on multi-year execution and continued public market support. The Board of Directors considers this certainty of particular value in light of (i) the Principal Shareholder's stated intention to divest and the associated market overhang that would arise absent the Transaction, (ii) the multi-year investment horizon required to realise the value creation opportunity beyond 2028, and (iii) the outcome of a comprehensive process which did not identify a superior proposal, supported by the Fairness Opinion delivered by IFBC.

— *Alignment of management and long-term value creation:* Removing the requirement to operate within the cadence of semi-annual public disclosures allows management to focus on the operational priorities, including capacity commissioning, ramp-up execution, pipeline conversion and next-generation innovation, that drive long-term intrinsic value, while the Bidder's proposed incentive framework is expected to align management with the delivery of that value under its direct or indirect ownership.

Taken together, the Board of Directors concludes that the Transaction provides the Target with a significant platform on which to execute its long-term strategy and represents an attractive risk-adjusted outcome for the Target's shareholders.

2.4 Intentions of Principal Shareholder

The Principal Shareholder, which, to the knowledge of the Target, holds 18,375,000 Target Shares (the **Principal Shareholder Shares**) as of the date of this report, corresponding to 55.47% of the Target's issued share capital as of the date of this report, has informed the Board of Directors of its intention to sell its participation in the Target. Due to the opting-out provision in article 31 of the Target's articles of association (the **Articles**), which provides that the duty to submit a public takeover offer pursuant to article 135 FinMIA is excluded, a sale by the Principal Shareholder would in principle also be possible without an offer to the Target's remaining shareholders.

The Principal Shareholder signed a tender undertaking with the Bidder (the **Tender Undertaking**) pursuant to which the Principal Shareholder has agreed, among other things and subject to the terms and conditions set forth in the Tender Undertaking, to tender the Principal Shareholder Shares into the Offer during the main offer period of the Offer (the **Main Offer Period**). If the Offer is successful, the Offer will allow the Target's remaining shareholders to sell their participation in the Target on the same terms and conditions as the Principal Shareholder. See Section 4.3 for further information on the Tender Undertaking.

2.5 Squeeze-out and Delisting

The Board of Directors understands that, in the event that the Offeror holds more than 98% of the voting rights of the Target after the Settlement, the Offeror intends to request the cancellation of the remaining publicly held Target Shares in accordance with article 137 FinMIA. The Board of Directors further understands that, in the event that the Offeror holds between 90% and 98% of the voting rights of the Target after the Settlement, the Offeror intends to effect a squeeze-out merger pursuant to article 8 para. 2 and article 18 para. 5 of the Swiss Merger Act, as a result of which remaining shareholders of the Target would be compensated in cash or otherwise for their Target Shares, but not receive any shares of the surviving company. In the context of a squeeze-out merger, the tax consequences may be worse for certain shareholders as compared to the tax consequences of an acceptance of the Offer (see Sections E.4 and J.5.4 of the Offer Prospectus).

In addition, the Board of Directors understands that following the Settlement, the Offeror intends to have the Target submit a request for the delisting of the Target Shares from the SIX in accordance with the listing rules of SIX and for an exemption from certain disclosure and publicity obligations under the listing rules of SIX.

2.6 Conclusion

Based on the considerations summarized above, the Board of Directors, adopting two resolutions as set forth in Section 1 above, concluded that the Offer is in the best interest of the Target and its stakeholders and therefore unanimously recommends to the shareholders of the Target that they accept the Offer.

3. Additional Information Required by Swiss Takeover Law

3.1 Board of Directors and Executive Committee

The Board of Directors of the Target is currently composed of Peter Wilden (Chair), Philippe Weber (Vice-Chair), Patrick Aebischer, Jane Salik, Erik Schropp, and Jo LeCouilliard.

The Executive Committee of the Target is currently composed of Juan-José Gonzalez (Chief Executive Officer), Christina Del Vecchio (Chief Legal Officer), and Raoul Bernhardt (Chief Manufacturing and Supply Chain Officer). Christina Del Vecchio has terminated her employment agreement with the Target with effect as of November 30, 2026.

3.2 Potential Conflicts of Interest of the Members of the Board of Directors and the Executive Committee

3.2.1 *Board of Directors*

In the Transaction Agreement (as defined in Section 4.2 below), the Target has agreed to use its commercially reasonable best efforts that all members of the Board of Directors resign from their functions on the Board of Directors subject to and with effect from the Settlement.

In the Transaction Agreement, the Target has also agreed to invite for an extraordinary general meeting of shareholders of the Target to be held during the Main Offer Period or thereafter (in the latter case, provided that shareholders have the opportunity to exercise their voting rights at the relevant extraordinary general meeting of shareholders even after tendering their Target Shares into the Offer) (the **Extraordinary Shareholders' Meeting**) and put to a vote of such Extraordinary Shareholders' Meeting, among other things, the election of the persons nominated by the Bidder as members of the Board of Directors (and one person as chair and certain persons as members of the Remuneration and Nomination Committee, in each case as nominated by the Bidder), subject to and with effect from the Settlement (see Section B.7.1(e) and (g) of the Offer Prospectus).

For the purpose of satisfying the corresponding Offer condition set forth in Section B.7.1(g) of the Offer Prospectus (*Resignation and Election of Members of the Board of Directors/Mandate Agreements*), the Target and the Bidder have agreed in the Transaction Agreement that it shall be sufficient for the Bidder to be in a position to directly or indirectly control the majority of the members of the Board of Directors with effect from the Settlement, either through persons nominated by it for election to the Board of Directors and/or through one or more mandate agreements concluded with one or more members of the Board of Directors (each a **Mandate Agreement**).

Under such a Mandate Agreement, the relevant member of the Board of Directors would act in accordance with the instructions of the Bidder or the Offeror. The Board of Directors does not currently anticipate that any such Mandate Agreements will be necessary. Should any such Mandate Agreements nonetheless be entered into, they would be entered into (i) for the period between the Settlement and an extraordinary general meeting of shareholders of the Target taking place after the Settlement and (ii) for the purpose of ensuring a seamless change of control over the Target to the Bidder following the Settlement. Therefore, the Board of Directors does not consider such Mandate Agreements (if any) to lead to any potential conflicts of interest of any of the members of the Board of Directors.

The Offer has the potential financial consequences for, and the Bidder has accepted certain undertakings in favor of, the members of the Board of Directors as set out in further detail in Sections 3.3 and 4.2 below.

Mr. Erik Schropp serves as a member of the board of directors of the Principal Shareholder (see Section 5 below) and has been nominated by the Principal Shareholder for election to the Board of Directors. The Principal Shareholder's interests may not always align with those of the Target, including those of the remaining shareholders. The Principal Shareholder negotiated and agreed the Tender Undertaking with the Bidder (see Sections 2.4 above and 4.3 below). Based on these considerations, Mr. Erik Schropp has been and is, in the opinion of the Board of Directors, in a potential conflict of interest. Therefore, the Board of Directors adopted two resolutions as set forth in Section 1 above.

Mr. Peter Wilden served as a member of the board of directors of Ferring International Center SA (2002-2024) and as executive vice-president and CFO of Ferring Pharmaceuticals within the Ferring Group (2000-2017). The Ferring Group has an ongoing relationship with the Target Group and is considered a related party of the Target through Esperante Investments S.à r.l., which is the higher parent company of the Principal Shareholder. Given that Mr. Peter Wilden's mandates within the Ferring Group ended by December 31, 2024, he is now regarded as an independent member of the Board of Directors within the meaning of article 15 Swiss Code of Best Practice for Corporate Governance and section 4(d) of the Target's organizational regulations. Therefore, the Board of Directors does not consider Mr. Peter Wilden to have an actual or potential conflict of interests due to his past mandates within the Ferring Group.

Moreover, Mr. Peter Wilden assumed the role of executive chair of the Target on January 30, 2023, following the resignation of the Target's then current CEO. Upon the appointment of Mr. Juan-José Gonzalez as the Target's new CEO and the completion of his introduction to the Target, Mr. Peter Wilden stepped down from his executive duties as of September 30, 2023, and continued his role as chair of the Board of Directors. In light of the interim and limited duties as the Target's executive chair in 2023, Mr. Peter Wilden is regarded as "non-executive", and the Board of Directors does not consider Mr. Peter Wilden to have an actual or potential conflict of interests due to his past function as executive chair.

Ms. Jane Salik was appointed CEO of the Target in 2006. Ms. Jane Salik resigned as CEO on April 29, 2021, and was a member of the Executive Committee until August 17, 2021. Since her operational management roles at the Target ended more than three years ago, Ms. Salik is now regarded as an independent of the Board of Directors within the meaning of article 15 Swiss Code of Best Practice for Corporate Governance and section 4(d) of the Target's organizational regulations, and the Board of Directors does not consider Ms. Jane Salik to have an actual or potential conflict of interests due to her previous roles at the Target.

Mr. Philippe Weber is a Partner at Niederer Kraft Frey AG (**NKF**), which provides legal advice to the Target on various corporate legal matters. The business relationship between the Target and NKF is considered minor. Accordingly, Mr. Weber is regarded as independent within the meaning of article 15 of the Swiss Code of Best Practice for Corporate Governance and section 4(d) of the Target's organizational regulations. NKF has not advised the Target in connection with the Transaction.

In addition to the above, each of Mr. Peter Wilden, Mr. Patrick Aebischer, Ms. Jane Salik, Mr. Philippe Weber and Ms. Jo LeCouilliard has confirmed to the Board of Directors not to have any actual or potential conflict of interests.

Therefore, the Board of Directors does not consider either of Mr. Peter Wilden, Mr. Patrick Aebischer, Ms. Jane Salik, Mr. Philippe Weber and Ms. Jo LeCouilliard to have an actual or potential conflict of interests.

Except as set forth in this report, (i) no member of the Board of Directors has entered into any contractual or other relationship with any member of the Offeror Group, and there is currently no intention to enter into any such relationship, (ii) no member of the Board of Directors has been elected at the request of any member of the Offeror Group or is exercising his or her function(s) on the Board of Directors following instructions from any member of the Offeror Group, and (iii) the members of the Board of Directors are neither employees nor members of any corporate body of any member of the Offeror Group or of companies having significant business relationships with any member of the Offeror Group.

3.2.2 *Executive Committee*

The Offer has the potential financial consequences for, and the Bidder has accepted certain undertakings in favor of, the members of the Executive Committee as set out in further detail in Sections 3.3 and 4.2 below.

Except as set forth in this report, (i) no member of the Executive Committee has entered into any contractual or other relationship with any member of the Offeror Group, and there is currently no intention to enter into any such relationship, and (ii) the members of the Executive Committee are neither employees nor members of any corporate bodies of any member of the Offeror Group or of companies having significant business relationships with the Offeror Group (other than of companies of the Target Group, to the extent such business relationships exist).

3.3 Potential Financial Consequences of the Offer for Members of the Board of Directors and the Executive Committee

3.3.1 *Compensation of the Board of Directors*

Members of the Board of Directors receive fixed compensation elements, of which at least half are payable in Target Shares and the remainder in cash. Members of the Board of Directors may elect to be paid up to 100% of their fixed fee in Target Shares. For members of the Board of Directors electing to receive more than 50% of their fixed fee in Target Shares, the Target Shares exceeding the 50% portion are granted at a discount of 20% to market price (calculated based on the volume-weighted average share price over the last five trading days prior to the quarterly payment date). All Target Shares received as part of the Board of Directors' remuneration are subject to a three-year blocking period (*Sperrfrist*) from the date of grant. The cash and share compensation is paid out on a quarterly basis.

The members of the Board of Directors hold the following Target Shares as of August 28, 2026:

Name	Unblocked Target Shares	Blocked Target Shares
Peter Wilden	15,262	30,057
Patrick Aebischer	9,720	19,982
Jane Salik	21,450	8,790
Erik Schropp	3,193	0
Philippe Weber	10,678	22,135
Jo LeCouilliard	0	4,290

Pursuant to the Transaction Agreement (as defined in Section 4.2 below), all blocking periods (*Sperrfristen*) applicable to Target Shares received by a member of the Board of Directors as part of his or her remuneration will be deemed to be automatically waived and lifted at the time of the Offeror's publication of the definitive notice of the interim results of the Offer confirming that the

Offer has been successful (*zustande gekommen*), irrespective of whether the Offer remains subject to certain Offer conditions during the additional acceptance period of the Offer, in order to enable the relevant member of the Board of Directors to tender the relevant Target Shares into the Offer during the additional acceptance period of the Offer. This treatment is subject to the Offer becoming unconditional. The blocking periods will be deemed not to have been lifted for any other purpose and will remain in force if the Offer does not become unconditional.

The Transaction Agreement further provides that, going forward, the members of the Board of Directors will receive 100% of their remuneration in cash and will no longer receive Target Shares as part of their remuneration.

Other than in their capacity as Target shareholders and with respect to the treatment of blocked Target Shares in connection with the Offer described above, the Offer has no financial impact on the members of the Board of Directors.

The members of the Board of Directors will not receive any additional compensation or benefits in connection with the Offer.

3.3.2 *Compensation of the Members of the Executive Committee*

Members of the Executive Committee receive an annual compensation consisting of fixed base compensation in cash as well as variable compensation elements. The fixed compensation comprises the base salary, pension and other benefits. The variable compensation comprises short-term and long-term compensation components. The short-term compensation component consists of an annual cash bonus. As part of their long-term compensation, members of the Executive Committee participate in the Target's Long-Term Incentive Plan (the **LTIP**), which provides for the allocation of performance share units (**PSUs**).

PSUs are subject to a three-year vesting period from the grant date unless otherwise provided in the LTIP, and subject to continued employment and the achievement of Target Group performance targets, subject to certain limited exceptions. At vesting, performance achievement is translated into a number of Target Shares based on the percentage of target achievement.

In May 2026, the members of the Executive Committee received an extraordinary LTIP grant of PSUs in addition to the regular annual grant as compensation for their additional workload and their extraordinary commitment to the Target during the Offer process and related tasks. The amounts granted were as follows: Juan-José Gonzalez (Chief Executive Officer): CHF 180,000; Christina Del Vecchio (Chief Legal Officer): CHF 120,000; Raoul Bernhardt (Chief Manufacturing and Supply Chain Officer): CHF 120,000. The granted PSUs are regular PSUs and are subject to the terms and conditions of the LTIP, as are all other PSUs granted by the Target. They are not subject or conditioned in any manner to or on the submission or success of the Offer.

According to the LTIP dated June 30, 2025, in case of a change of control of Target, all unvested PSUs will immediately vest at 100% target achievement. The Offer qualifies as a change of control under the relevant provisions of the LTIP (see also below).

The members of the Executive Committee hold the following Target Shares and PSUs as of August 28, 2026:

Name	Target Shares	PSUs (Unvested)
Juan-José Gonzalez	227,842	142,675
Christina Del Vecchio[1]	0	0
Raoul Bernhardt	0	6,687

[1] Christina Del Vecchio has terminated her employment agreement with the Target with effect as of November 30, 2026, and forfeited any outstanding unvested PSUs in accordance with the applicable LTIP terms.

Pursuant to the Transaction Agreement (as defined in Section 4.2 below), the PSUs granted by the Target under the LTIP and the Target Shares to which a holder is entitled upon the vesting of PSUs will be treated as follows in connection with the Offer:

— *PSUs under the LTIP that are unvested at the time of the Settlement*: Without any action on the part of the relevant holder, each PSU that remains outstanding as an unvested PSU at the time of the Settlement will immediately vest at such time at 100% target achievement. The relevant number of Target Shares (including, for the avoidance of doubt, any additional Target Shares to which the relevant holder may be entitled as compensation for missed dividend payments during the vesting period, if any) will be sold to the Offeror in the name and for the account of the relevant holder and will be purchased by the Offeror at a purchase price per Target Share equal to the Offer Price on or about the Settlement Date, unless the relevant holder objects. Alternatively, upon agreement by the Bidder and the Target and subject to the same condition, each such PSU will be settled in cash on or about the Settlement Date, without delivery of Shares, at a value per Share equal to the Offer Price, such cash settlement to be financed by the Bidder.

— *PSUs under the LTIP that vest prior to the Settlement*: Without any action on the part of the relevant holder, each PSU that is scheduled to vest prior to the Settlement will vest in accordance with the LTIP. The relevant number of Target Shares (including, for the avoidance of doubt, any additional Target Shares to which the relevant holder may be entitled as compensation for missed dividend payments during the vesting period, if any) will be sold to the Offeror in the name and for the account of the relevant holder and will be purchased by the Offeror at a purchase price per Target Share equal to the Offer Price on or about the Settlement Date, unless the relevant holder objects. Alternatively, upon agreement by the Bidder and the Target and subject to the same condition, each such PSU will be settled in cash on or about the Settlement Date, without delivery of Shares, at a value per Share equal to the Offer Price, such cash settlement to be financed by the Bidder.

Other than in their capacity as Target shareholders and with respect to the treatment of the PSUs and the Target Shares to which a holder is entitled upon the vesting of PSUs in connection with the Offer described above, the Offer has no financial impact on the members of the Executive Committee.

The members of the Executive Committee will not receive any additional compensation or benefits in connection with the Offer.

3.3.3 *Directors' and Officers' Insurance*

In the Transaction Agreement (as defined below), the Bidder has agreed to cause the Target and its relevant subsidiaries to maintain directors' and officers' liability insurance for acts and omissions occurring on or before the Settlement for a period of five (5) years after the settlement of the Offer for all persons that are covered under Target's and its subsidiaries' current D&O insurance policies (the **Released Persons**) and with coverage in terms of insurance conditions no less favorable than the terms in force as at the date of execution of the Transaction Agreement.

The Bidder has further agreed to (i) irrevocably and unconditionally release and discharge, and to cause each of its affiliates (including, after Settlement, the Target and its subsidiaries) (together with the Bidder, the **Releasing Persons**) to irrevocably and unconditionally release and discharge, each Released Person from and against any and all claims, demands, liabilities, damages and losses that any Releasing Person has or may have based on or arising out of any matter, cause or event occurring on or prior to the Settlement, and (ii) grant, and to cause each other relevant Releasing Person to grant, full discharge to each Released Person at the relevant next ordinary general meeting of shareholders of the relevant member of the Target Group, in each case except in case of willful misconduct of a Released Person.

3.3.4 *Conclusion*

Except for the fact that the members of the Board of Directors and of the Executive Committee hold Target Shares and/or PSUs, and except as otherwise described above or elsewhere in this report, the Offer has no financial consequences for the members of the Board of Directors and of the Executive Committee, and the members of the Board of Directors and of the Executive Committee have not been promised any additional benefits in connection with the Offer. Based on the Board of Directors' assessment, except as stated in this report, the members of the Board of Directors and of the Executive Committee are not affected by any relevant potential conflicts of interest in connection with the Offer.

Due to the potential conflict of interest of Mr. Erik Schropp, the Board of Directors adopted two resolutions as set forth in Section 1 above (the first resolution by all members of the Board of Directors and the second resolution excluding Mr. Erik Schropp).

4. Agreements between the Offeror Group and the Target and between the Offeror Group and the Shareholders of the Target that are Relevant for the Decision of the Board of Directors

4.1 Confidentiality Agreement

On February 26, 2026, the Target and the Bidder entered into a confidentiality agreement providing *inter alia* for confidentiality, non-disclosure and standstill undertakings customary for this type of transactions. After signing of the confidentiality agreement, the Target allowed the Bidder to carry out a due diligence.

4.2 Transaction Agreement

On July 17, 2026, after the close of trading on SIX, the Target and the Bidder entered into a transaction agreement (the **Transaction Agreement**), under which the parties essentially agreed as follows:

— *Submission of Offer*: The Bidder agreed to submit, or cause the Offeror to submit, the Offer, on the terms and subject to the conditions of the Offer set forth in the Offer Prospectus.

— *Regulatory Undertakings*: The parties agreed to use their reasonable best efforts, to the extent under their control, to procure that the conditions to the Offer are satisfied as expeditiously as reasonably possible. In particular, the Bidder has undertaken to prepare and submit all filings and to use its reasonable best efforts to obtain all regulatory clearances necessary to consummate the Transaction as expeditiously as reasonably possible. The Bidder has, among other things, undertaken to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or expedient to obtain any regulatory clearances necessary to procure the satisfaction of the corresponding Offer condition set forth in Section B.7.1(b) of the Offer Prospectus (*Merger and FDI Clearances*), including without limitation to:

  — commit to accept and accept, or cause to be accepted, all such conditions and remedies, including offer and give all structural and behavioral undertakings and commitments, and/or agree to any settlement or consent order or similar arrangement, including without limitation divestitures, licenses or similar matters, each vis-à-vis any relevant governmental entity;

  — implement, or cause to be implemented, all conditions and remedies necessary or expedient in order to facilitate the consummation of the Transaction as expeditiously as reasonably possible; and

  — if necessary or expedient, challenge, or cause to be challenged, any decision by any relevant governmental entity and defend, or cause to be defended, any actions or other legal proceedings, whether judicial or administrative, challenging or prohibiting the consummation of the Transaction.

  provided, however, that in no event the Bidder has any obligation to take any action or accept any condition, undertaking or remedies imposed on the Bidder, the Offeror or the Target that individually or together with any other such action, condition, undertaking or remedy would reasonably be expected to cause a Material Adverse Effect (as defined in Section B.7.1(b) of the Offer Prospectus).

— *Recommendation of the Offer*: The Target agreed that the Board of Directors shall issue and not withdraw this report with the recommendation that the shareholders of the Target accept the Offer for as long as the Board of Directors and the Target have not (i) withdrawn or modified in a manner adverse to the Bidder the recommendation of the Offer, (ii) approved or entered into any agreement relating to any acquisition, by public tender offer or otherwise, of all or a majority of the shares or voting rights of the Target or all or a major part of the assets of the Target and its subsidiaries, or any transaction which would give the person making such proposal direct or indirect control over a majority of the shares or voting rights of the Target or all or a major part of the assets of the Target and its subsidiaries (any such acquisition and transaction, a **Third Party Transaction**), (iii) approved or recommended any Third Party Transaction, or (iv) made any announcement to that effect (each such action a **Restricted Action**), in each case while being permitted to take such Restricted Action(s) under the circumstances described in further detail below under "Third Party Proposals".

— *Third Party Proposals*:

  — As long as the Board of Directors and the Target have not taken any Restricted Action while being permitted to take such Restricted Action(s) under the circumstances described in further detail below, the Target may not (i) solicit or initiate any inquiries or proposals from or discuss or negotiate or continue discussions or negotiations with any third party relating to a Third Party Transaction, nor (ii) provide any information to any third party that is considering a Third Party Transaction or grant access to any such third party to its or any of its Subsidiaries' businesses, properties, assets, books or records.

  — However, the Target may, in response to an unsolicited written proposal for a Third Party Transaction (a **Third Party Proposal**), (i) furnish information with respect to the Target and its subsidiaries and grant access to its and any of its subsidiaries' businesses, properties, assets, books and records to the relevant third party and its representatives pursuant to a customary confidentiality and standstill agreement (subject to making available the same information to the Bidder and its representatives), and (ii) participate in discussions and negotiations with such third party and its representatives if the Board of Directors determines in good faith, after consultation with outside counsel and the Target's financial advisor, that the Third Party Transaction described in such Third Party Proposal is reasonable likely to result in a superior outcome and that the person or entity making the Third Party Proposal is reasonably capable of making, financing and consummating such Third Party Transaction in compliance with legal requirements. If the Board of Directors decides to furnish information and/or participate in discussions and negotiations with the person making such Third Party Proposal, the Target must inform the Bidder, within 48 hours after receipt of such Third Party Proposal, of the main terms and conditions of the Third Party Proposal (including the offer price and the identity of the person making the Third Party Proposal).

  — Neither the Board of Directors nor the Target may take any Restricted Action unless, prior to or on the last Trading Day of the Main Offer Period, a written offer for a Third Party Transaction that is supported by a funding and/or financing commitment (or, to the extent that consideration in the form of other equity securities is contemplated, subject only to the relevant shareholder approvals and third party approvals required in connection therewith) (a **Third Party Offer**) is submitted and the Board of Directors determines in good faith, after consultation with outside counsel and the Target's financial advisor, that the Third Party Transaction described therein will lead to a superior outcome and that the person or entity making the Third Party Offer is reasonably capable of making, financing and consummating such Third Party

Transaction in compliance with legal requirements, in which case the Target and the Board of Directors are allowed to take Restricted Actions; *provided, however*, that, prior to taking any Restricted Action, the Target must have given the Bidder (i) within forty-eight (48) hours after receipt of such Third Party Offer, notice of such Third Party Offer and of its material terms (including the offer price and the identity of the person making the Third Party Offer), and (ii) five Trading Days – or less if required to enable the Board of Directors and the Target to take any Restricted Action no later than by 7.30 a.m. Swiss time on the last Trading Day of the Main Offer Period – to submit and publish an improved Offer, so that the improved Offer is at least as favorable to the Target as such Third Party Offer (the **Improved Offer**). If the Bidder submits and publishes the Improved Offer in accordance with the aforementioned provisions, the Board of Directors and the Target have no right to take any Restricted Action.

— *Replacement of Members of the Board of Directors/Mandate Agreements*: see Section 3.2.1 above.

— *Extraordinary Shareholders' Meeting*: The Target agreed to invite for the Extraordinary Shareholders' Meeting. In addition to the election of the persons nominated by the Bidder as members of the Board of Directors (see Section 3.2.1 above), the Target agreed to put to a vote of the Extraordinary Shareholders' Meeting the removal, subject to all Offer conditions other than the Offer condition set forth in Section B.7.1(e) of the Offer Prospectus (*Removal of Transfer Restrictions and Voting Limitations from the Target's Articles of Association*) having been satisfied or waived, from the Articles of (i) the transfer restrictions (*Vinkulierung*) pursuant to article 5 para. 3 of the Articles (and any related amendments to the Articles that are necessary), and (ii) the voting limitations (*Stimmrechtsbeschränkungen*) pursuant to article 11 para. 3 of the Articles (and any related amendments to the Articles that are necessary).

— *Conduct of Business*: Following the execution of the Transaction Agreement until the Settlement, the Target is required to operate its business in the ordinary course, and is restricted from taking certain specified actions without the prior consent of the Bidder.

— *Commercial Matters*: Subject to legal requirements, the Target is required to use its commercially reasonable efforts to (i) maintain existing credit lines, (ii) following the Offeror's confirmation in the definitive interim results of the Offer that the Offer has been successful (*zustande gekommen*), obtain change-of-control waivers from such material customers as are mutually agreed by the parties, and (iii) retain its key employees and support the implementation of a retention plan financed by the Bidder as may be agreed between the parties.

— *Blocked Board Shares and PSUs*: The parties agreed on the treatment of blocked Target Shares held by members of the Board of Directors and outstanding PSUs as described in further detail in Sections 3.3.1 and 3.3.2, respectively, above.

— *Release of Individuals and Insurance*: The parties agreed that the Bidder shall (i) irrevocably and unconditionally release and discharge, and cause each Releasing Person to irrevocably and unconditionally release and discharge, each Released Person from and against any and all claims that any Releasing Person has or may have based on any matter occurring on or prior to the Settlement, and (ii) grant, and cause each other relevant Releasing Person to grant, full discharge to each Released Person at the relevant next ordinary general meeting of shareholders of the relevant member of the Target Group, in each case except in case of willful misconduct of a Released Person, as well as (iii) maintain, and cause the Target and its relevant subsidiaries to maintain, directors' and officers' liability insurance for acts and omissions occurring on or before the settlement of the Offer for a period of five years after the settlement of the Offer for all Released Persons who are covered by the Target's and its subsidiaries' current D&O insurance policies, with coverage no less favorable than that currently in force.

— *Break Fee*: The Target has agreed to pay to the Bidder an amount of CHF 22,100,000, if (i) the Target materially breaches its obligations under the Transaction Agreement and such breach is not promptly and fully remedied by the Target upon written notice and, as a result of such breach, the Bidder or the Offeror declares the Offer unsuccessful (*nicht zustande gekommen*) or withdraws from the Offer or refuses to settle the Offer, in accordance with legal requirements, or (ii) the Board of Directors recommends a Third Party Transaction and the Offeror declares the Offer unsuccessful after the Main Offer Period in accordance with legal requirements.

— *Termination*: The Transaction Agreement may be terminated in a limited number of circumstances, including:

  — by either party if the Bidder or the Offeror withdraws from, or refuses the settlement of, the Offer in accordance with Swiss takeover laws and regulations, if the Swiss Takeover Board permits the Bidder or the Offeror to do so, provided that the party seeking to terminate is not in breach of any provision of the Transaction Agreement that gives rise to such withdrawal or refusal;

  — by any party if the other party materially breaches its obligations under the Transaction Agreement, unless promptly and fully remedied by the breaching party;

  — by the Bidder if the Board of Directors withdraws or modifies in a manner adverse to the Bidder the recommendation of the Offer, enters into a definitive agreement relating to a Third Party Transaction, recommends a Third Party Transaction or makes an announcement to that effect;

  — by the Target if the Board of Directors takes a Restricted Action while being permitted to do so under the Transaction Agreement.

4.3 Tender Undertakings

On July 17, 2026, the Principal Shareholder entered into the Tender Undertaking with the Bidder pursuant to which the Principal Shareholder has agreed, among other things and subject to the terms and conditions of the Tender Undertaking, to tender the Principal Shareholder Shares into the Offer during the Main Offer Period. In the Tender Undertaking, the Principal Shareholder has further undertaken to support the Offer by exercising the voting rights attached to the Principal

Shareholder Shares in favor of the proposals that the Board of Directors may make to the Target's shareholders at the Extraordinary Shareholders' Meeting to satisfy the conditions of the Offer.

The Principal Shareholder has the right to terminate the Tender Undertaking upon the earlier of (i) the Bidder publicly declaring in the definitive interim results of the Offer that the Offer has not been successful (*nicht zustande gekommen*) in accordance with the terms of the Offer, (ii) the Bidder withdrawing the Offer for any other reason permitted by applicable laws and regulations, or (iii) a third party transaction other than a Competing Offer (as defined below) having been approved or recommended by the Board of Directors in accordance with the terms of the Transaction Agreement.

Further, the Principal Shareholder is not obliged to tender the Principal Shareholder Shares into the Offer or, if the Principal Shareholder has already done so, the Principal Shareholder has the right to withdraw its acceptance of the Offer with respect to the Principal Shareholder Shares if a competing public tender offer by a third party for all outstanding Shares (disregarding customary offer restrictions relating to the location, nationality or regulatory status of certain shareholders) pursuant to articles 48 et seqq. TOO, whether or not recommended by the Board of Directors to the Target's shareholders (a **Competing Offer**), has been formally announced in accordance with article 50 para. 1 TOO, provided that the Principal Shareholder tenders the Principal Shareholder Shares into such Competing Offer and provided further that if (i) the Competing Offer is withdrawn or declared invalid for any reason, (ii) no other Competing Offer has been formally announced in accordance with article 50 para. 1 TOO, (iii) the Tender Undertaking has not been terminated pursuant to the provisions set forth above, and (iv) the Offer is still open for acceptance at the time of such withdrawal, the Principal Shareholder's obligation to tender the Principal Shareholder Shares into the Offer becomes effective again.

5. Intentions of Significant Shareholders of Target

To the knowledge of the Board of Directors, on August 28, 2026, the following shareholders have reported positions of, or relating to, 3% or more of the voting rights of the Target (information based on latest notifications submitted by these shareholders to the SIX and to the Target pursuant to article 120 et seq. FinMIA):

Shareholder	Number of Target Shares	Percentage
Draupnir Holding B.V.[1]	18,375,000	55.47%
Rudolf Maag	1,100,000	3.32%

[1] Own position of Principal Shareholder included in the number of shares disclosed in the disclosure notification with publication date December 9, 2022. Notified positions other than Target Shares: Put option in relation to a maximum of 9,909 Target Shares.

The following shareholders have communicated their intentions regarding the Offer as follows:

— The Board of Directors understands that the Principal Shareholder has entered into the Tender Undertaking with the Bidder pursuant to which the Principal Shareholder has agreed, among other things and subject to the terms and conditions of the Tender Undertaking, to tender all of its Target Shares into the Offer (see Section 4.3 above). Before that, the Principal Shareholder informed the Board of Directors of its general intention to sell its participation in the Target (see Section 2.4).

— The intentions of Mr. Maag relating to the Offer are not known to the Board of Directors.

6. Defensive Measures

The Board of Directors has no knowledge of defensive measures which would have been taken against the Offer, nor does it intend to take any defensive measures against the Offer or to propose any such defensive measures to a general meeting of shareholders of Target.

7. Financial Reports; Disclosure of Material Changes in the Assets and Liabilities, Financial Condition, Profits and Losses and Business Perspectives

The audited consolidated full-year financial report of the Target as of and for the year ended December 31, 2025, and the half-year report of the Target as of and for the six-month period ended June 30, 2026, are available on the Target's website (https://report.polypeptide.com/ar/25/ and https://report.polypeptide.com/hyr/26/, respectively). Save for the Transaction to which this report relates and except as disclosed prior to or on the date of this report (including in this report), the Board of Directors is not aware of any significant changes in the assets and liabilities, financial position, profits and losses or business prospects of the Target since June 30, 2026, which could influence the decision of the shareholders of the Target regarding the Offer.

Baar, August 28, 2026

For the Board of Directors of PolyPeptide Group AG

Peter Wilden
Chair of the Board of Directors

Philippe Weber
Member of the Board of Directors