

Draft Terms of Conversion

Dexcom International Limited

Dated 23 September 2024



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1 Definitions and Interpretation

1.1 Unless the context otherwise requires, in these Draft Terms of Conversion (as defined below):

“**Company**” means Dexcom International Limited, a private limited liability company registered under the laws of the Cyprus with company number HE392371 having a registered address at 1 Lampousas Street, 1095 Nicosia, Cyprus;

“**Conversion**” means the proposed operation whereby the Company, without being dissolved or wound up or going into liquidation, converts the legal form under which it is registered in Cyprus into a private company limited by shares in Ireland and transfers its registered office to Ireland, while retaining its legal personality, its assets and liabilities and its rights and obligations, including any rights and obligations arising from contracts, in accordance with sections 201HA-201HK and Part 2 of the Irish Regulations;

“**Cypriot Converting Company**” means the Company in its current legal form registered in Cyprus prior to the Effective Date

“**Cypriot Court**” means the District Court of Nicosia;

“**Cypriot Regulations**” means Companies Law, Cap 113 (as amended);

“**Directive**” means Directive (EU) 2019/2121 of the European Parliament and of the Council of 27 November 2019 amending Directive (EU) 2017/1132 as regards cross-border conversions, mergers and divisions;

“**Draft Terms of Conversion**” means these draft terms of conversion which have been drawn up and adopted by the board of directors of the Company;

“**Effective Date**” means 1 April 2025;

“**Irish Converted Company**” means the Company in the proposed legal form of a private company limited by shares registered in Ireland as of the Effective Date of the Conversion;

“**Irish High Court**” means the High Court of Ireland;

“**Irish Regulations**” means mean the European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023 (SI 233/2023);

“**Relevant Date**” means the date of publication of these Draft Terms of Conversion on the Company’s website.

“**Sole Shareholder**” means Dexcom (UK) Intermediate Holdings Limited, a company established under the laws of the United Kingdom, having its registered office at Suite 4, 7th Floor 50 Broadway, London, SW1H 0DB, United Kingdom with company number 10085177.

2 Proposal

- 2.1 These Draft Terms of Conversion have been drawn up and adopted by a meeting of the board of directors of the Company passed at a meeting of the directors held on 23 September 2024, for the purpose of section 201HF of the Cypriot Regulations.
- 2.2 The board of directors of the Company proposes to effect the Conversion on the terms set out in these Draft Terms of Conversion.
- 2.3 Implementation of the Conversion is subject to:
- (a) the approval of these Draft Terms of Conversion together with the draft constitution of the Irish Converted Company attached hereto at Schedule 1 by the Company's Sole Shareholder; and
 - (b) the approval of the Conversion by the Cypriot Court and the Irish High Court, in accordance with the provisions of the Cypriot Regulations and the Irish Regulations, respectively.
- 2.4 Upon the Conversion becoming effective in accordance with the provisions of the Cypriot Regulations and the Irish Regulations, the Company will be converted from a limited liability company registered in Cyprus into a private company limited by shares (LTD) registered in Ireland.
- 2.5 The share capital of the Company is 104 ordinary shares of \$1.00 each. All shares in the capital of the Company are held by the Sole Shareholder.
- 2.6 The Company has not been dissolved or declared bankrupt and has not applied for suspension of payments.
- 2.7 The Company will continue to manage local business activities through its branches and representative offices. The Company has one subsidiary in India, called Dexcom India Operations Private Limited with its registered office at Plot No.77, JBR Tech Park, 6th Rd, Whitefield EPIP, Whitefield, Bangalore South, Bangalore- 560066, Karnataka and the Conversion will have no impact on this subsidiary or its business activities.

3 Terms of the Conversion

3.1 Name, legal form, registered office address of the Company before the Conversion (Section 201HA(α) of the Cypriot Regulations)

Dexcom International Limited, a limited liability company registered under the laws of the Cyprus with company number HE392371 having a registered address at 1 Lampousas Street, 1095 Nicosia, Cyprus.

3.2 Name, legal form, corporate seat, office address of the Company after Conversion (Section 201HA(β) of the Cypriot Regulations)

Dexcom International Limited, a private company limited by shares registered under the laws of Ireland having a registered address at Newford, Athenry, Galway, H65 F978 Ireland.

3.3 Constitution of the Company after the Conversion (Section 201HA(γ) of the Cypriot Regulations)

The constitution of the Irish Converted Company, as it will read after the Conversion, is enclosed at Schedule 1.

3.4 Proposed indicative timetable of the Conversion (Section 201HA(δ) of the Cypriot Regulations)

The below is a proposed indicative timetable for completion of the Conversion. The timetable is subject to completion of the matters set out in the below steps so the Effective Date cannot be predicted with any degree of accuracy at this stage of the process. Other elements of the timetable are also subject to potential changes as a result of unforeseen factors or issues that might arise.

	Steps	Proposed Date
1.	Filing and publication of documents in accordance with section 201HZ of the Cypriot Regulations	23 September 2024
2.	Deadline for the shareholder(s), creditors and employees of the Company to submit comments concerning these Draft Terms of Conversion	30 October 2024
3.	Shareholder approval of the Draft Terms of Conversion and the draft Constitution of the Irish Converted Company in accordance with section 201HH of the Cypriot Regulations	6 November 2024
4.	Application to the Cypriot Court for a Hearing Date	December 2024
5.	Hearing Date of the application to the Cypriot Court for the pre-conversion certificate	January 2025
6.	Anticipated timing for determination by the Cypriot Court and issue of pre-conversion certificate	January 2025
7.	Application to the Irish Commercial Court for a Hearing Date	February 2025
8.	Hearing Date of the application to the Irish Commercial Court to approve the Conversion	February 2025
9.	Anticipated timing for determination by the Irish Commercial Court to approve the Conversion	February/March 2025
10.	Effective Date of the Conversion	1 April 2025

3.5 Special Rights to Shareholders (Section 201HA(ε) of the Cypriot Regulations)

The share capital of the Irish Converted Company will be equal to the share capital of the Cypriot Converting Company and its Sole Shareholder has no special rights.

In addition, there are no holders of securities of the Company other than shares representing company capital that are held by the Sole Shareholder.

There will be no special rights conferred by the Irish Converted Company on any member or on holders of securities other than shares representing the company capital and there are no measures proposed concerning any such person, as a result of the Conversion.

3.6 Safeguards provided to creditors (*Section 201HA(σ) of the Cypriot Regulations*)

The Conversion will not have an impact on the financial position of the Company and it is not anticipated that creditors of the Company will be materially impacted by the Conversion.

In addition, the ultimate parent of the Company, DexCom Inc. has confirmed that in the event of a deficiency in the Company's net asset position during the 12-month period following the date of these Draft Terms of Conversion, it will provide financial support called upon by the Company such that the Company is able to operate as a going concern and to settle its liabilities as they fall due.

Under the Cypriot Regulations, creditors of the Cypriot Converting Company, who at the Relevant Date are entitled to any debt or claim against the Cypriot Converting Company, and who are:

- (i) dissatisfied with the safeguards offered to creditors in these Draft Terms of Conversion; and
- (ii) can credibly demonstrate that, due to the Conversion, the satisfaction of their claim is at stake and that they have not obtained adequate safeguards from the Irish Converting Company in this regard,

shall have a right to apply to the Cypriot Court for adequate safeguards within three months of the Relevant Date, in accordance with section 201HI(1)(α) of the Cypriot Regulations.

3.7 Special advantages granted in connection with the Conversion (*Section 201HA(ζ) of the Cypriot Regulations*)

No special advantages will be granted to any member of the board of directors of the Company or to any other person in connection with the Conversion.

3.8 Government incentives or subsidies (*Section 201HA(η) of the Cypriot Regulations*)

The Company has not received any incentives or subsidies in Cyprus in the five years preceding the date on which these Draft Terms of Conversion have been drawn up and adopted.

As of the date of these Draft Terms of Conversion, the Cypriot Converting Company has no outstanding liabilities to public authorities in Cyprus.

3.9 Details of cash compensation to shareholders (*Section 201HA(θ) of the Cypriot Regulations*)

The provision of cash compensation to shareholders pursuant to article 201HΘ of the Cypriot Regulations do not apply as the Company has a Sole Shareholder.

3.10 Possible consequences on employment (*Section 201HA(ι) of the Cypriot Regulations*)

The Company has one hundred and four employees in total as of 23 September 2024 employed by its branches and these employees are located in the following countries:

Countries	Number of Employees
Ireland	35
Netherlands	19
United Kingdom	3
Switzerland	36
United Arab Emirates	5
Belgium	3
Slovenia	3

The Company has no employees or operational presence in Cyprus. The Company has no works council. The Company does not engage any agency workers. The Company's subsidiary in India does not have any employees.

The Conversion will not result in any changes to the operational structure or employee base of the Company. The contractual terms of the employees will also not be affected. It is not envisaged that any employee will be adversely impacted by virtue of the Conversion.

From the Effective Date of the Conversion, the Irish Converted Company will continue the corporate activities and trading operations of the Cypriot Converting Company.

The Explanatory Report (as described at Clause 4.1 below) will be issued to the employees on or about the date of these Draft Terms of Conversion to notify and inform them about the Conversion. There are no additional information and consultation rights or employee participation rights applicable to the Conversion.

3.11 Employee participation procedure (Section 201HA(1a) of the Cypriot Regulations)

Arrangements for employee participation as provided for under section 201HIA of the Cypriot Regulations are not required as the Irish Converted Company is subject to the rules in force in the destination member state, being Ireland. Furthermore, the preconditions of section 201HIA of the Cypriot Regulations are not met.

Similarly, arrangements for employee participation in the Irish Converted Company under part 5 of the Irish Regulations will not be required as the necessary conditions for its application are not met.

3.12 Email address of the Company (Section 201HA(1b) of the Cypriot Regulations)

legal@dexcom.com

3.13 Declaration of solvency (Section 201HA(1y) of the Cypriot Regulations)

A declaration which accurately reflects the financial position of the Company as at the date of these Draft Terms of Conversion has been sworn by the board of directors of the Company and is enclosed at Schedule 3.

This declaration has been made by the directors based on the information in their possession at the date of the declaration and, following reasonable enquiries, they are not aware of any circumstances where the Company will not be able, once the Conversion takes effect, to meet its obligations as they fall due.

4 Explanatory report and independent expert

4.1 Explanatory report

- (a) The board of directors of the Company has prepared an explanatory report to employees, pursuant to section 201HE of the Cypriot Regulations.
- (b) Pursuant to section 201HE(4) of the Cypriot Regulations, the explanatory report does not require a section for the shareholders as all shares in the capital of the Company are held by the Sole Shareholder.

4.2 Independent expert

Pursuant to section 201HΣT(4) of the Cypriot Regulations, neither the examination of these Draft Terms of Conversion by an independent expert, nor an independent expert's report shall be required, since all shares in the capital of the Company are held by the Sole Shareholder.

5 Notification

The notification informing shareholders, creditors and employees of the Conversion of the Company as referred to in section 201HZ(1)(α)(ii) of the Cypriot Regulations is enclosed at Schedule 2.

6 Sole Shareholder Approval

In accordance with section 201HH of the Cypriot Regulations, the Draft Terms of Conversion and the constitution for the Company at Schedule 1 shall be considered for approval by the Sole Shareholder by way of written resolution.

7 Completion of the Conversion

Completion of the Conversion requires that a pre-conversion certificate be issued by the Cypriot Court confirming that the Company has properly completed the pre-conversion requirements as set out in section 201HIF of the Cypriot Regulations.

The Company must make an application to the Irish High Court thereafter to approve and confirm the Effective Date of the Conversion.

Signature page

Signed by **Adrian Furey**

Director
for and on behalf of Dexcom International Limited

A handwritten signature in black ink, appearing to be 'AF', is written over a light grey rectangular background. A solid black horizontal line is drawn below the signature.

Adrian Furey

Schedule 1

Constitution of Irish Converted Company

Companies Act 2014
Constitution
of
Dexcom International Limited

1 Name

The name of the company is Dexcom International Limited (**Company**).

2 Company type

The Company is a private company limited by shares registered under part 2 of the Companies Act 2014 (**Act**).

3 Limitation of liability

The liability of the members is limited.

4 Optional provisions

Each "optional provision" (as that term is defined by section 54(1) of the Act) shall apply to the constitution of the Company save to the extent that it is excluded, modified or supplemented by this constitution.

5 Shares

5.1 The share capital of the Company is USD \$104 (one hundred and four US dollars) divided into 104 ordinary shares of USD \$1.00 each.

5.2 The directors are generally and unconditionally authorised to allot shares for the purposes of section 69(1) of the Act.

5.3 Section 69(6) of the Act shall not apply to any allotment of shares for the purposes of section 69(12)(a)(i) of the Act.

5.4 The Company may acquire its own shares by purchase, or in the case of redeemable shares by redemption or purchase, in accordance with section 105(4) of the Act.

6 Directors

6.1 The company shall have at least two directors.

6.2 A director is expressly permitted for the purposes of section 228(1)(d) of the Act to reasonable personal use of the Company's property, where such use is:

- (a) approved by the directors or by a person so authorised by the directors;
- (b) in accordance with his terms of employment, letter of appointment or other contract; or
- (c) in the course of the discharge of his duties or responsibilities or employment.

- 6.3 A director may from time to time appoint any other director or any other person to be his alternate director without the approval of a majority of the directors and section 165(1) of the Act shall not apply to the Company.
- 6.4 A director may have multiple persons appointed as his alternates at any one time. A person appointed as an alternate director may be appointed to different directors at any one time. Section 165(2) of the Act shall not apply to the Company.
- 6.5 The office of a director shall, in addition to the circumstances in which it shall be vacated described in Section 148(1) (bankruptcy and disqualification), also be vacated automatically if the director dies in office, or if the director:

6.6 Appointment and vacation of office by Directors

- (a) The number of Directors, from time to time, shall be not less than one.
- (b) The Directors may from time to time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.
- (c) A Director may also be appointed or removed by notice in writing served on the Company by the Company's holding company. Any such notice shall be effective from the date on which it is expressed to take effect.
- (d) A director appointed to fill a casual vacancy or as an addition to the existing directors shall not be required to retire from office at the annual general meeting next following his appointment and section 144(3)(c) of the Act shall not apply to the Company.
- (e) In addition to the circumstances described in sections 146, 148(1) and 196(2) of the Act, the office of Director shall be vacated:
- (i) ipso facto, if that Director:
- (A) resigns his or her office by notice in writing to the Company;
- (B) becomes subject to a declaration of restriction under section 819 of the Act and the Directors, at any time during the currency of the declaration, resolve that his or her office be vacated;
- (C) resigns his or her office by spoken declaration at any board meeting and such resignation is accepted by resolution of that meeting, in which case such resignation shall take effect at the conclusion of such meeting unless otherwise resolved;
- (D) is adjudicated insolvent or bankrupt or makes any arrangement or compromise with his creditors generally (in any jurisdiction); or
- (E) is removed from office by notice in writing to the Company: where there is a sole member, by the sole member or where there is more than one member, by any member or members having the right to attend and vote at a general meeting of the Company on a resolution to remove a Director and holding for the time being not less than 90% in nominal value of the shares giving that right; and
- (F) is an employee of the Company or the Company's holding company or a subsidiary of the Company's holding company, upon the termination of such employment;

- (ii) by resolution of the board of Directors where that Director:
 - (A) can no longer be reasonably regarded as possessing an adequate decision-making capacity by reason of his or her health;
 - (B) is sentenced to a term of imprisonment (whether or not the term is suspended) following conviction of a criminal offence in any jurisdiction;
 - (C) is for more than six months absent, without the permission of the Directors, from meetings of the Directors held during that period;

and a Director so removed shall have no right to prior notice or to raise any objection to his or her removal from office but any removal (other than one initiated by the Director) shall be without prejudice to any claim for compensation or damages payable as a result of the removal also terminating any contract of service.

7 Directors meetings and decision-making

- 7.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any such meeting shall be decided by a majority of votes and where there is an equality of votes, the chairperson shall not have a second or casting vote. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
- 7.2 All Directors shall be entitled to reasonable notice of any meeting of the Directors. Nothing in this regulation or any other provision of the Act enables a person, other than a Director, to object to the notice given for any meeting of the Directors.
- 7.3 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two but, where the Company has a sole Director, the quorum shall be one.
- 7.4 Without prejudice to section 40 of the Act, the Directors may delegate any of their powers (including any power referred to in this Constitution) to such person or persons as they think fit, including committees; any such person or committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them or it by the Directors.
- 7.5 Committees
 - (a) The Directors may establish one or more committees consisting in whole or in part of members of the board of Directors.
 - (b) A committee established under this Regulation 7.5 (a "committee") may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.
 - (c) A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and where there is an equality of votes, the chairperson of the committee shall not have a second or casting vote.
 - (d) Where any committee is established by the Directors:
 - (i) the meetings and proceedings of such committee shall be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations imposed upon such committee by the Directors; and

- (ii) the Directors may authorise, or may authorise such committee to authorise, any person who is not a Director to attend all or any meetings of any such committee on such terms as the Directors or the committee think fit, provided that any such person shall not be entitled to vote at meetings of the committee.

7.6 Written resolutions and telephonic meetings of Directors

- (a) A resolution in writing signed by all the Directors (including electronic signatures), or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the Directors or, as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the Directors or such a committee duly convened and held. The resolution may consist of several documents in like form each signed by one or more Directors and for all purposes shall take effect on which it is expressed to take effect or from the time that it is signed by the last Director.
- (b) Subject to Regulation 7.6 (c), where one or more of the Directors (other than a majority of them) would not, by reason of:
 - (i) the Act or any other enactment;
 - (ii) this Constitution; or
 - (iii) a rule of law,

be permitted to vote on a resolution such as is referred to in Regulation 7.6 (a), if it were sought to pass the resolution at a meeting of the Directors duly convened and held, then such a resolution, notwithstanding anything in Regulation 7.6 (a), shall be valid for the purposes of that subsection if the resolution is signed by those of the Directors who would have been permitted to vote on it had it been sought to pass it at such a meeting.

- (c) In a case falling within Regulation 7.6 (b), the resolution shall state the name of each Director who did not sign it and the basis on which he or she did not sign it.
- (d) A meeting of the Directors or of a committee referred to in Regulation 142 may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and:
- (e) a Director or member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
- (f) such a meeting shall be deemed to take place:
 - (i) where the largest group of those participating in the conference is assembled;
 - (ii) if there is no such group, where the chairperson of the meeting then is; or
 - (iii) if neither subparagraph (a) or (b) applies, in such location as the meeting itself decides.

7.7 Directors' duties, conflicts of interest, etc.

- (a) The Directors may have regard to the interests of the Company's holding company and to other companies in a group of which it is a member to the full extent permitted by the Act.
- (b) Subject to the provisions of the Act, a Director may vote in respect of any contract, appointment or arrangement in which he or she is interested and he or she shall be counted in the quorum present at the meeting.

- (c) A Director is expressly permitted (for the purposes of section 228(1)(d) of the Act) to use vehicles, telephones, computers, accommodation and any other Company property where such use is approved by the board of Directors or by a person so authorised by the board of Directors or where such use is in accordance with a Director's terms of employment, letter of appointment or other contract or in the course of the discharge of the Director's duties or responsibilities or in the course of the discharge of a Director's employment.
- (d) Nothing in section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the board or has been approved pursuant to such authority as may be delegated by the board in accordance with this Constitution. It shall be the duty of each Director to obtain the prior approval of the board, before entering into any commitment permitted by sections 228(1)(e)(ii) and 228(2) of the Act.
- (e) A Director may vote in respect of any contract, appointment or arrangement in which he or she is interested and shall be counted in the quorum present at the meeting and is hereby released from his or her duty set out in section 228(1)(f) of the Act and a Director may vote on his or her own appointment or arrangement and the terms of it.
- (f) The Directors may exercise the voting powers conferred by the shares of any other company held or owned by the Company in such manner in all respects as they think fit and, in particular, they may exercise the voting powers in favour of any resolution: (a) appointing the Directors or any of them as Directors or officers of such other company; or (b) providing for the payment of remuneration or pensions to the Directors or officers of such other company.
- (g) Any Director may vote in favour of the exercise of such voting rights notwithstanding that he or she may be or may be about to become a Director or officer of the other company referred to in Regulation 7.7 (g) and as such or in any other way is or may be interested in the exercise of such voting rights in the foregoing manner.
- (h) A Director may hold any other office or place of profit under the Company (other than the office of statutory auditor) in conjunction with his or her office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.
- (i) No Director or intending such Director shall be disqualified by his or her office from contracting with the Company either with regard to his or her tenure of any such other office or place of profit or as vendor, purchaser or otherwise.
- (j) In particular, neither shall:
 - (i) any contract with respect to any of the matters referred to in Regulation 155, nor any contract or arrangement entered into by or on behalf of the Company in which a Director is in any way interested, be liable to be avoided; nor
 - (ii) a Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement,
 by reason of such Director holding that office or of the fiduciary relation thereby established.
- (k) A Director, notwithstanding his or her interest, may be counted in the quorum present at any meeting at which:
 - (i) that Director or any other Director is appointed to hold any such office or place of profit under the Company as is mentioned in Regulation 7.7 (h); or
 - (ii) the terms of any such appointment are arranged, and he or she may vote on any such appointment or arrangement.
- (l) Without prejudice to the provisions of section 228 of the Act, a Director may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise.

- (m) A Director may act by himself or herself, or his or her firm, in a professional capacity for the Company; and any Director, in such a case, or his or her firm, shall be entitled to remuneration for professional services as if he or she were not a Director, but nothing in this Regulation authorises a Director, or his or her firm, to act as statutory auditor of the Company.

8 Indemnity

Subject to the provisions of the Act, every director and other officer of the Company shall be indemnified out of the assets of the Company against:

- 8.1 any liability incurred by him in defending proceedings, whether civil or criminal, in relation to his acts while acting in such capacity in which judgment is given in his favour or in which he is acquitted, or 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; and
- 8.2 all losses that he may sustain or incur in or about the execution of the duties of his office or otherwise in relation to his office and no director or other officer of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation to his office.

9 Common seal

- 9.1 The Company's seal shall be used only by the authority of its directors or of a committee of its directors authorised by its directors in that behalf. The use of the seal shall be deemed to be authorised for these purposes where the matter or transaction pursuant to which the seal is to be used has been so authorised.
- 9.2 Any instrument to which the Company's seal shall be affixed shall be signed by a director or some other person appointed for the purpose by the directors or by a committee of the directors authorised by the directors in that behalf. The countersignature of a second person shall not be required.
- 9.3 If there is a "registered person" (as that term is defined by section 39(2) of the Act) in relation to the Company, the Company's seal may be used by such person. Any instrument to which the Company's seal shall be affixed when it is used by such person shall be signed by that person. The countersignature of a second person shall not be required.

10 Official seal for use abroad

The Company may exercise its powers conferred by Section 44 of the Act with regard to having a common seal for use in any place abroad and such powers shall be vested in the directors.

11 Notices

Electronic means may be used to serve or give a notice to a member of the Company in accordance with section 218(3)(d) of the Act. Section 218(5) of the Act shall apply to the Company.

Schedule 2

Notification of Conversion

In the Matter of
of the Cyprus Companies Law, Cap 113 (as amended) (the “Cyprus Regulations”)

DEXCOM INTERNATIONAL LIMITED

(the “Company”)

NOTICE OF CROSS-BORDER CONVERSION

Attention: Sole shareholder, Creditors and Employees of the Company

The Company, a limited liability company registered under the laws of the Cyprus with company number HE392371 having a registered address at 1 Lampousas Street, 1095 Nicosia, Cyprus intends to effect a cross-border conversion (**Conversion**) pursuant to the Cypriot Regulations and the European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023 (**Irish Regulations**).

As a result of the Conversion, the Company will be converted from a limited liability company registered under the laws of the Cyprus into a private company limited by shares registered under the laws of Ireland with a registered address at Newford, Athenry, Galway, H65 F978 Ireland (**Converted Company**) without being dissolved or wound up or going into liquidation and will migrate its registered office to Ireland, while retaining its legal personality in accordance with the Cypriot Regulations and the Irish Regulations.

Subject to the Conversion becoming effective, the details of the Converted Company will be as follows:

- (a) Legal form: a private company limited by shares (LTD)
- (b) Name: Dexcom International Limited
- (c) Registered Office: Newford, Athenry, Galway, H65 F978, Ireland

The Company **HEREBY GIVES NOTICE** pursuant to section 201HZ(1)(ii) of the Cypriot Regulations that a copy of the draft terms of conversion dated 23 September 2024 drawn up and adopted by the board of directors of the Company in accordance with section 201HD of the Cypriot Regulations in respect of the Conversion (**Conversion Proposal**) was published on the Company’s website on this date and can be accessed via the following link www.dexcom.com/en-ie/dilconversion.

The Company **hereby further gives notice to and informs** the shareholder, creditors and employees of the Company that they may submit comments concerning the Conversion Proposal to the Company by email or post as follows.

- **By Email:** legal@dexcom.com Subject Reference: DIL Conversion Comments
- **By Post:** DIL Conversion Comments, Roisin O’Malley, Dexcom International Limited, Newford, Athenry, Galway, H65F978, Ireland

Comments must be received by no later than 5pm (GMT +3) on 30 October 2024 (being the date that is five working days prior to the date the Company’s shareholder will be requested to approve the Conversion Proposal)

Dated 24 September 2024

Schedule 3
Declaration of Solvency

DIRECTORS' DECLARATION

in accordance
with section 201HI(2) of the Companies Law, Cap.113

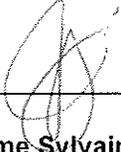
DEXCOM INTERNATIONAL LIMITED (the "Company")
(Company number: HE392371)

1. The Company is in the process of converting from being a private limited liability company registered in Cyprus into a private company limited by shares registered in Ireland pursuant to sections 201HA - 201HK of the Companies Law, Cap 113 (as amended) and Part 2 of European Union (Cross-Border Conversions, Mergers and Divisions) Regulations 2023 (SI 233/2023); **(Conversion)**.
2. We, being all of the directors of the Company, hereby declare in accordance with section 201HI(2) of the Companies Law, Cap.113 as amended from time to time, on the basis of the information available to us today and having carefully considered the Company's management accounts made up to August 31, 2024, and making all reasonable enquiries, we are unaware of any reason why the Company would, after the Conversion takes effect, be unable to meet its liabilities when those liabilities fall due.
3. We are duly authorised by the Company to make this declaration which is being made at a meeting of the directors of the Company held on September 23, 2024.

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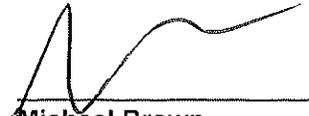
Date: 23 September 2024

Signed by:



Jereme Sylvain
Director

Adrian Furey
Director



Michael Brown
Director

Date: 23 September 2024

Signed by:

Jereme Sylvain
Director

A handwritten signature in black ink, consisting of a stylized 'A' followed by a large loop and a horizontal stroke extending to the right.

Adrian Furey
Director

Michael Brown
Director