

**NOTE ABOUT TRANSLATION:**

This document is an English translation of a document prepared in Dutch. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law. The definitions in article 1.1 of this document are listed in the English alphabetical order which may differ from the Dutch alphabetical order.

In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

**DEED OF INCORPORATION**

*(Magnum ICC Finance B.V.)*

This tenth day of February two thousand and twenty-five, there appeared before me, Guido Marcel Portier, civil law notary in Amsterdam, the Netherlands:

Harwinder Kaur, with office address at Zuidplein 180, 1077 XV Amsterdam, the Netherlands, born in [REDACTED], the Netherlands, on the sixteenth day of November nineteen hundred and ninety-six,

in this respect acting as attorney-in-fact of:

**The Magnum Ice Cream Company HoldCo 3 Netherlands B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands, having its official seat (*statutaire zetel*) in Rotterdam, the Netherlands, and its office at Reguliersdwaarsstraat 63, 1017BK Amsterdam, the Netherlands, registered with the Dutch Trade Register under number 95475192 (the “**Incorporator**”).

The aforementioned proxy appears from a written power of attorney, (a copy of) which has been attached to this deed (Annex).

The person appearing declared the following:

## Articles of association:

### 1 Definitions and interpretation

#### 1.1 In these articles of association, the following terms shall have the following meanings:

**"Company"** means the company the internal organisation of which is governed by these articles of association.

**"General Meeting"** means the body of the Company consisting of the persons to whom, as a Shareholder or otherwise, voting rights attached to Shares accrue, or (as the case may be) a meeting of such persons (or their representatives) and other Persons with Meeting Rights.

**"Group Company"** means a group company of the Company.

**"Inability"** means the inability of a Managing Director to perform the duties within the meaning of Section 2:244, subsection 4, of the Dutch Civil Code, including the event that the relevant Managing Director claims inability to perform such duties for a certain period of time in writing.

**"Indemnified Person"** has the meaning attributed thereto in article 15.1.

**"in writing"** means transmitted by letter, telecopier or e-mail, or any other electronic means of communication, provided the relevant message is legible and reproducible.

**"Management Board"** means the management board of the Company.

**"Managing Director"** means a member of the Management Board.

**"Meeting Rights"** means the right to attend the General Meeting and to speak therein, as referred to in Section 2:227, subsection 1, of the Dutch Civil Code.

**"Person with Meeting Rights"** means a person to whom the Meeting Rights accrue.

**"Share"** means a share in the capital of the Company.

**"Shareholder"** means a holder of one or more Shares.

**"Subsidiary"** means a subsidiary of the Company.

#### 1.2 References to "articles" refer to articles that are part of these articles of association, except where expressly indicated otherwise.

#### 1.3 References to the singular include the plural and vice versa.

### 2 Name and official seat

#### 2.1 The Company's name is:

**Magnum ICC Finance B.V.**

#### 2.2 The Company has its official seat in Amsterdam, the Netherlands.

### 3 Objects

The objects of the Company are:

- (a) to acquire, hold, issue and dispose of certain (listed) bonds and related intragroup receivables and conduct any and all further activities in relation to the administration of such assets and liabilities;
- (b) to incorporate, to participate in any way whatsoever in, to manage and supervise and to finance Subsidiaries, Group Companies and third parties;
- (c) to borrow, to lend and to raise funds, including the issue of bonds, debt instruments or other securities or evidence of indebtedness and to enter into agreements in connection with the aforementioned activities;

- (d) to render advice and services;
- (e) to grant guarantees, to bind the Company and to pledge or otherwise encumber assets of the Company for its own obligations and for obligations of Subsidiaries, Group Companies and third parties;
- (f) to acquire, alienate, encumber, manage and exploit registered property and items of property in general;
- (g) to trade in currencies, securities and items of property in general;
- (h) to exploit and trade in patents, trade marks, licenses, knowhow, copyrights, data base rights and other intellectual property rights;
- (i) to perform any and all activities of an industrial, financial or commercial nature,

and to do all that is connected therewith or may be conducive thereto, all to be interpreted in the broadest sense.

#### **4 Share capital**

**4.1** The share capital of the Company is divided into Shares with a nominal value of one euro (EUR 1.00) each.

**4.2** All Shares shall be registered. No share certificates shall be issued.

**4.3** At least one Share shall be held by a person other than and other than for the account of the Company or a Subsidiary.

#### **5 Register**

The Management Board shall keep a register in which the names and addresses of all Shareholders are recorded. The names and addresses of pledgees and usufructuaries of Shares shall also be entered in the register.

#### **6 Issuance of Shares**

**6.1** Shares may be issued pursuant to a resolution of the General Meeting. The General Meeting may transfer this authority to another body of the Company and may also revoke such transfer.

**6.2** A resolution to issue Shares shall stipulate the price and the other conditions of the issuance.

**6.3** The issuance of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the issuance shall be parties.

**6.4** Upon issuance of Shares, a Shareholder shall have a right of pre-emption in proportion to the aggregate nominal value of the Shares held by such Shareholder, subject to the limitations prescribed by the laws of the Netherlands and article 6.5.

**6.5** Prior to each single issuance of Shares, the right of pre-emption may be limited or excluded pursuant to a resolution of the body of the Company authorised to issue such Shares.

**6.6** Rights of pre-emption may not be separately disposed of.

**6.7** Articles 6.1, 6.2, 6.4, 6.5 and 6.6 shall apply by analogy to the granting of rights to subscribe for Shares, but do not apply to the issuance of Shares to a person exercising a right to subscribe for Shares previously granted.

## **7 Own Shares and reduction of the issued capital**

- 7.1** The Company and Subsidiaries may acquire fully paid up Shares or depositary receipts thereof, with due observance of the limitations prescribed by the laws of the Netherlands.
- 7.2** The General Meeting may resolve to reduce the Company's issued capital. A resolution to reduce the Company's issued capital with repayment will have no effect for as long as the Management Board has not granted approval thereto.

## **8 Transfer of Shares**

- 8.1** The transfer of a Share shall require a notarial deed, to be executed for that purpose before a civil law notary registered in the Netherlands, to which deed those involved in the transfer shall be parties.
- 8.2** Unless the Company itself is party to the legal act, the rights attached to the Share can only be exercised after the Company has acknowledged the legal act or the deed has been served upon the Company.

## **9 Free transferability**

The transferability of Shares is not restricted within the meaning of Section 2:195 of the Dutch Civil Code.

## **10 Pledging of Shares and usufruct on Shares**

- 10.1** Article 8 shall apply by analogy to the pledging of Shares and to the creation or transfer of a usufruct on Shares.
- 10.2** The voting rights attached to Shares may be assigned to the usufructuary or pledgee of such Shares.
- 10.3** Both the Shareholder without voting rights and the usufructuary or pledgee with voting rights shall have the Meeting Rights. The Meeting Rights may also be granted to the usufructuary or pledgee without voting rights.

## **11 Depositary receipts for Shares**

The Meeting Rights shall not be attached to depositary receipts for Shares.

## **12 Managing Directors**

- 12.1** The Management Board shall consist of two or more Managing Directors. Both individuals and legal entities can be Managing Directors.
- 12.2** Managing Directors are appointed by the General Meeting.
- 12.3** A Managing Director may be suspended or removed by the General Meeting at any time.
- 12.4** Any suspension may be extended one or more times, but may not last longer than three months in aggregate, unless the General Meeting determines that a longer period is warranted by the circumstances of the case. If, at the end of that period, no decision has been taken on termination of the suspension or on removal, the suspension shall end.
- 12.5** The remuneration and other conditions of employment for Managing Directors are established by the General Meeting.
- ## **13 Duties of and decision-making by the Management Board**
- 13.1** The Management Board shall be entrusted with the management of the Company. In performing their duties, the Managing Directors shall act in accordance with the interests of the Company and the business connected with it.

- 13.2** The Management Board may establish rules regarding the working methods and decision-making process of the Management Board. In this context, the Management Board may also determine the duties which a Managing Director shall be particularly responsible for. The General Meeting may resolve that such rules and allocation of duties shall be subject to the approval of the General Meeting.
- 13.3** In the Management Board, each Managing Director may cast one vote.
- 13.4** Meetings of the Management Board may be held by means of an assembly of the Managing Directors in person or by conference call, video conference or by any other means of communication, provided that all Managing Directors participating in such meeting are able to communicate with each other simultaneously. Participation in a meeting held in any of the above ways shall constitute presence at such meeting.
- 13.5** Management Board resolutions may at all times be adopted in writing, also if these articles of association require resolutions in a meeting, provided the proposal concerned is submitted to all Managing Directors then in office in respect of whom no conflict of interest within the meaning of article 13.6 exists and none of them objects to this manner of adopting resolutions, evidenced by written statements from all relevant Managing Directors.
- 13.6** A Managing Director shall not take part in the discussions and decision-making by the Management Board if such Managing Director has a direct or indirect personal interest therein that conflicts with the interests of the Company or the business connected with it. If all Managing Directors have such conflict of interest, the resolution shall be adopted by the Management Board, subject to the approval of the General Meeting.
- 13.7** When determining how many votes are cast by Managing Directors or how many Managing Directors are present or represented, no account shall be taken of Managing Directors that are not allowed to take part in the discussions and decision-making by the Management Board pursuant to the laws of the Netherlands, these articles of association or rules as referred to in article 13.2.
- 14 Representation**
- 14.1** The Company shall be represented by the Management Board. Any two Managing Directors acting jointly shall also be authorised to represent the Company.
- 14.2** The Management Board may appoint officers with general or limited power to represent the Company. Each officer shall represent the Company, subject to the restrictions imposed on such authority. The Management Board shall determine each officer's title.
- 15 Indemnification of Managing Directors**
- 15.1** Unless otherwise provided by the laws of the Netherlands, the following shall be reimbursed to current and former Managing Directors (each an "**Indemnified Person**"):
  - (a) the reasonable costs of conducting a defence against claims or threatened claims based on acts or failures to act in the exercise of their duties or any other duties currently or previously performed by them at the request of the Company;

- (b) any damages or fines payable by them as a result of an act or failure to act as referred to under (a) above;
- (c) any amounts owed by them due to settlements reasonably concluded by them in respect of an act or failure to act as referred to under (a) above; and
- (d) the reasonable costs of appearing in other legal proceedings in which they are involved as current or former Managing Directors, with the exception of proceedings primarily aimed at pursuing a claim on their own behalf.

**15.2** An Indemnified Person shall not be entitled to reimbursements as referred to in article 15.1 to the extent that:

- (a) the competent court or, in case of arbitration, the arbitrator has established in a final and conclusive decision that the act or failure to act of the Indemnified Person may be characterised as wilful, intentionally reckless or seriously culpable conduct. In such event, the Indemnified Person shall repay the amounts reimbursed by the Company without delay, unless the laws of the Netherlands provide otherwise or this would, in view of the circumstances of the case, be unacceptable according to standards of reasonableness and fairness; and
- (b) the costs and/or the decrease in assets of the Indemnified Person are covered by an insurance and the insurer paid out such costs or the decrease in assets in full.

**15.3** The Company shall reimburse the costs and/or the decrease in assets immediately upon receipt of an invoice or other document evidencing the costs or the decrease in assets of the Indemnified Person, under the condition that the Indemnified Person committed to the Company in writing to repay such costs and compensation upon the occurrence of any repayment obligation as referred to in article 15.2.

**15.4** The Indemnified Person shall follow the Company's instructions with respect to the manner of conducting a defence and shall discuss the manner of conducting a defence with the Company in advance. The Indemnified Person shall require prior written approval of the Company for (i) acknowledgement of personal liability, (ii) a waiver of the right to conduct a defence and (iii) the entry into any settlement.

**15.5** The Company may take out liability insurance for the benefit of any Indemnified Person.

**15.6** The Management Board may further implement any of the provisions of this article 15.

**15.7** This article 15 may be amended without the consent of the Indemnified Persons, provided that this shall not affect any indemnification previously granted for any claims of costs and other payments as referred to in this article 15 if those have arisen from an act or failure to act by an Indemnified Person at a time at which the indemnification was in full force and effect.

**16 Approval of Management Board resolutions and instructions**

- 16.1** The General Meeting may require Management Board resolutions to be subject to the approval of the General Meeting. The Management Board shall be notified in writing of such resolutions, which shall be clearly specified. The absence of approval by the General Meeting of a resolution as referred to in this article 16.1 shall not affect the authority of the Management Board or the Managing Directors to represent the Company.
- 16.2** The Management Board shall not be authorised to file for the Company's bankruptcy without an instruction by the General Meeting to that effect.
- 16.3** The Management Board shall be authorised to perform legal acts relating to non-cash contributions on Shares and other legal acts as referred to in Section 2:204 of the Dutch Civil Code, without prior approval of the General Meeting.
- 16.4** The Management Board shall adhere to the instructions of the General Meeting, unless such instructions are contrary to the interests of the Company or the business connected with it.

**17 Vacancy or Inability**

- 17.1** If a seat on the Management Board is vacant or upon the Inability of a Managing Director, the remaining Managing Directors or Managing Director shall be temporarily entrusted with the management of the Company.
- 17.2** If due to vacant seats or Inability no Managing Directors are in office and able to perform their duties, one or more persons to be designated for that purpose by the General Meeting shall be temporarily entrusted with the management of the Company.
- 17.3** For the application of these articles of association, being temporarily entrusted with the management of the Company shall include the performance of acts of management. With regard to acts of management and for the application of these articles of association, a person temporarily entrusted with the management of the Company pursuant to this article 17 shall be considered a Managing Director.

**18 Financial year and annual accounts**

- 18.1** The Company's financial year shall be the calendar year.
- 18.2** Annually, not later than five months after the end of the financial year, save where this period is extended by the General Meeting by not more than five months by reason of special circumstances, the Management Board shall prepare annual accounts and shall deposit the same, together with the management report (if required by the laws of the Netherlands), at the Company's office, for inspection by the Shareholders and the other Persons with Meeting Rights.
- 18.3** The annual accounts shall consist of a balance sheet, a profit and loss account and explanatory notes.
- 18.4** The annual accounts shall be signed by the Managing Directors. If the signature of one or more of them is missing, this shall be stated and reasons for this omission shall be given.
- 18.5** The Company may, and if the laws of the Netherlands so require shall, appoint an accountant to audit the annual accounts. Such appointment shall be made by the General Meeting.

**19 Adoption of the annual accounts and release from liability**

**19.1** The General Meeting shall adopt the annual accounts.

**19.2** If all Shareholders are also Managing Directors, signing of the annual accounts by all Managing Directors shall not be considered as adoption of the annual accounts within the meaning of article 19.1.

**20 Profits and distributions**

**20.1** The General Meeting is authorised to allocate the profits as determined by the adoption of the annual accounts and to declare distributions.

**20.2** Any distribution shall be made to the Shareholders in proportion to the aggregate paid up part of the nominal value of the Shares held by each.

**20.3** A resolution to make a distribution on Shares will have no effect for as long as the Management Board has not granted approval thereto.

**21 General Meetings**

**21.1** During each financial year at least one General Meeting shall be held or at least one resolution shall be adopted in accordance with article 26.1.

**21.2** General Meetings may be convened by the Management Board, or by persons to whom voting rights to Shares accrue, alone or jointly representing at least half of the votes that can be cast in a General Meeting where the entire issued capital of the Company is represented.

**22 Notice, agenda and venue of General Meetings**

**22.1** Notice of General Meetings shall be given by those convening a General Meeting pursuant to article 21.2.

**22.2** Notice of the General Meeting shall be given no later than on the eighth day prior to the day of the meeting.

**22.3** The notice convening the meeting shall specify the business to be discussed. Other business not specified in such notice may be announced at a later date, with due observance of the term referred to in Section 2:225 of the Dutch Civil Code.

**22.4** General Meetings are held in the municipality in which, according to these articles of association, the Company has its official seat, in Amsterdam, the Netherlands, or at Schiphol airport (municipality of Haarlemmermeer, the Netherlands). General Meetings may also be held elsewhere, provided that all Persons with Meeting Rights have consented to the place of the meeting and the Managing Directors have been given the opportunity to give advice prior to the decision-making.

**23 Admittance to General Meetings, Meeting Rights and voting rights**

**23.1** The Meeting Rights accrue to each Shareholder and each other Person with Meeting Rights. Each Shareholder and each usufructuary or pledgee to whom the voting rights accrue shall be entitled to exercise the voting rights in the General Meeting. Shareholders and other Persons with Meeting Rights may be represented in a meeting by a proxy authorised in writing.

**23.2** The Management Board may determine that the Meeting Rights and the voting rights may be exercised by electronic means of communication, either in person or by a proxy authorised in writing. In order to do so, a Person with Meeting Rights, or their proxy authorised in writing, must, through the electronic means of communication, be identifiable, be able to directly observe the proceedings

at the meeting, be able to participate in the discussions and, if the voting rights accrue to such Person with Meeting Rights, be able to exercise the voting rights. The Management Board may attach conditions to the use of the electronic means of communication, which conditions shall be announced with the notice of the meeting.

**23.3** The Managing Directors shall have the right to cast an advisory vote in the General Meetings.

**23.4** The chairperson of the General Meeting shall decide on the admittance of other persons to the meeting.

**24 Chairperson and secretary of General Meetings**

**24.1** The chairperson of a General Meeting shall be appointed by the General Meeting.

**24.2** The chairperson of the General Meeting shall appoint a secretary for the meeting.

**25 Resolutions in General Meetings**

**25.1** Each Share confers the right to cast one vote.

**25.2** To the extent that the laws of the Netherlands or these articles of association do not provide otherwise, all resolutions of the General Meeting shall be adopted by a majority of more than half of the votes cast, without a quorum being required.

**25.3** If there is a tie in voting in a General Meeting, the proposal is rejected.

**25.4** If the formalities for convening and holding of General Meetings, as prescribed by the laws of the Netherlands or these articles of association, have not been complied with, valid resolutions of the General Meeting may only be adopted in a meeting, if all Persons with Meeting Rights have consented to the decision-making taking place and the Managing Directors have been given the opportunity to give advice prior to the decision-making.

**25.5** The Management Board may determine that votes cast by electronic means of communication prior to the General Meeting shall be treated equally to votes cast during the meeting. The Management Board shall determine the period of time during which votes may be cast in the manner provided in the preceding full sentence; this period of time may not commence any earlier than on the thirtieth day before the day of the General Meeting.

**25.6** The secretary of a General Meeting shall keep minutes of the proceedings at the meeting. The minutes shall be adopted by the chairperson and the secretary of the meeting and as evidence thereof shall be signed by them.

**25.7** The Management Board shall keep record of all resolutions adopted by the General Meeting. If the Management Board is not represented at a meeting, the chairperson of the meeting shall ensure that the Management Board is provided with a transcript of the resolutions adopted, as soon as possible after the meeting.

**26 Resolutions without holding General Meetings**

**26.1** Shareholders may adopt resolutions of the General Meeting other than in a meeting, also if these articles of association require resolutions in a General Meeting, provided that all Persons with Meeting Rights have consented to this manner to adopt a resolution. In case of adoption of resolutions other than in a

meeting, the votes shall be cast in writing. The requirement that votes must be cast in writing shall have been met if the resolutions have been put in writing specifying the way in which each Shareholder has cast its vote. The Managing Directors shall be given the opportunity to give advice prior to the decision-making.

- 26.2** Each Shareholder must ensure that the Management Board is informed of the resolutions thus adopted as soon as possible in writing. The Management Board shall keep record of the resolutions adopted and shall add such records to those referred to in article 25.7.

**27 Amendment of articles of association**

The General Meeting may resolve to amend these articles of association.

**28 Dissolution and liquidation**

- 28.1** The Company may be dissolved pursuant to a resolution to that effect by the General Meeting.

- 28.2** If the Company is dissolved pursuant to a resolution of the General Meeting, the Managing Directors shall become liquidators of the dissolved Company's assets, unless the General Meeting resolves to appoint one or more other persons as liquidators.

- 28.3** During liquidation, the provisions of these articles of association shall remain in force to the extent possible.

- 28.4** The balance remaining after payment of the debts of the dissolved Company shall be transferred to the Shareholders in proportion to the aggregate paid up part of the nominal value of the Shares held by each.

- 28.5** After the end of the liquidation, the books, records and other data carriers of the dissolved Company shall remain in the custody of the person designated for that purpose by the General Meeting, and in the absence thereof the person designated for that purpose by the liquidators, for a period as prescribed by the laws of the Netherlands.

**29 Final provision**

- 29.1** The first financial year of the Company shall end on the thirty-first day of December two thousand and twenty-five.

- 29.2** This article 29, including its heading, expires after the end of the first financial year.

**Finally, the person appearing has declared:**

**Issued capital**

At incorporation, the issued capital of the Company equals fifty thousand euro (EUR 50,000.00) and is divided into fifty thousand (50,000) Shares, with a nominal value of one euro (EUR 1.00) each, numbered 1 through 50,000 (the "**Issued Shares**"). The Issued Shares are hereby subscribed for by the Incorporator.

**Obligation to pay; payment**

- 1.** The Issued Shares are issued at par, and therefore in exchange for an obligation to pay of fifty thousand euro (EUR 50,000.00) in the aggregate (the "**Obligation To Pay**").
- 2.** Payment in a currency other than the currency of the nominal value of the Issued Shares according to the Company's articles of association is permitted.

3. The Obligation To Pay will be paid in cash, after the Company has requested that such payment be made.

**First Managing Directors**

Appointed as the first Managing Directors are:

1. Vanessa Paula Vilar Conte Doratioto, born in [REDACTED] on the fourth day of May nineteen hundred and eighty; and
2. Dilşad Çağman, born in [REDACTED] on the twenty-third day of May nineteen hundred and eighty.

**Close**

The person appearing is known to me, civil law notary.

This deed was executed in Amsterdam, the Netherlands, on the date first above written. Before reading out, a concise summary and an explanation of the contents of this deed were given to the person appearing. The person appearing then declared to have taken note of and to agree to the contents of this deed and not to want the deed to be read out in full. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary.

(was signed)