



# JDE PEET'S EGM 2026

## Agenda and Explanatory Notes of JDE Peet's Extraordinary General Meeting of Shareholders on 2 March 2026

Agenda and Explanatory Notes of the Extraordinary General Meeting of Shareholders (the **EGM**) of JDE Peet's N.V. (**JDE Peet's** or the **Company**) which will be held at 13:00 hours CET on Monday 2 March 2026 at the Double Tree by Hilton Hotel Amsterdam City Centre, Oosterdoksstraat 4, 1011 DK Amsterdam, the Netherlands.

### Agenda

1. **Opening**
2. **Explanation of the Transaction (including the Offer)**
3. **Amendments of the Articles of Association**
  - a. Conditional amendment of the Articles of Association as of Settlement (voting item)
  - b. Conditional conversion of the Company from a Dutch public limited liability company (*naamloze vennootschap*) into a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and amendment of the Articles of Association as of Delisting (voting item)
4. **Conditional Post-Closing Merger (voting item)**
5. **Conditional Post-Closing Demerger (voting item)**
6. **Proposal to grant discharge to the non-executive directors of the Company in respect of their duties (voting item)**
7. **Composition of the Board (voting item)**
  - a. Proposal to appoint Mr Khaled Rabbani as executive director A of the Company (voting item)
  - b. Proposal to appoint Mr Ramon Hogenboom as executive director A of the Company (voting item)
  - c. Proposal to appoint Mr Robbe Mertens as executive director A of the Company (voting item)
  - d. Proposal to appoint Ms Asta Aleskute as executive director A of the Company (voting item)
  - e. Proposal to appoint Mr Anthony Shoemaker as executive director B of the Company (voting item)
8. **Closing**

Capitalised terms used in this agenda and explanatory notes are listed in [Appendix 1](#) hereto.

The above matters are fully described in the Offer Memorandum. We urge you to carefully read the Offer Memorandum in its entirety.

## Explanatory Notes

### 2. EXPLANATION OF THE TRANSACTION (INCLUDING THE OFFER)

On 15 January 2026, the Offer Memorandum was made public, providing the details of the Offer by the Offeror to purchase all Shareholders' Shares for cash in accordance with the terms, conditions and restrictions set out in the Offer Memorandum.

The Offer Memorandum has been approved by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*). The Offer Period under the Offer commences on 16 January 2026 at 9:00 CET and will expire at 17:40 CET on 27 March 2026, unless extended.

In addition to the key terms, such as the Offer Price, the Offer Period, the acceptance procedure and Settlement by the transfer of the Shares against payment of the Offer Price by the Offeror, the Offer Memorandum explains the conditions for declaring the Offer unconditional (*gestanddoening*), as well as other relevant information about the Offer, its consequences, and the parties involved in the Offer.

The Dutch works council of Koninklijke Douwe Egberts B.V. has been informed of, and consulted on, the Transaction. On 30 September 2025, the Dutch works council of Koninklijke Douwe Egberts B.V. has rendered a positive advice regarding the Transaction.

On 15 January 2026, the Company published a Position Statement in which the Board elaborates on its strategic review, analysis, and decision-making process with regard to the Transaction and why, in its opinion, the Transaction is in the best interest of the Company and promotes the sustainable success and the sustainable long-term value creation of its business, taking into account the interests of all stakeholders of the Company. As set out in the Position Statement, the Board unanimously (i) supports the Transaction, (ii) recommends that Shareholders tender their Shares under the Offer and (iii) recommends that Shareholders vote in favour of the proposed resolutions at the EGM.

During the EGM, the Board will give a presentation about the Transaction (including the Offer) and the Offer will be discussed in accordance with the provisions of article 18 paragraph 1 of the Decree.

The Offer Memorandum and the Position Statement are available, free of charge, on [JDE Peet's website](#) and at JDE Peet's head office at Oosterdoksstraat 80, 1011 DK Amsterdam.

### 3. AMENDMENTS OF THE ARTICLES OF ASSOCIATION

#### 3a. Conditional amendment of the Articles of Association as of Settlement (voting item)

The Board proposes that, subject to the Offer being declared unconditional (*gestand is gedaan*) and Settlement having taken place, the Articles of Association will be amended as described below with the aim of changing certain elements in the corporate governance of the Company. The amendment of the Articles of Association will be effected as of the Settlement Date. The proposed resolution to amend the Articles of Association as of Settlement is also described in the Offer Memorandum.

The proposed amendments to the Articles of Association after Settlement (i) will primarily reflect that the Company has the Offeror as large majority shareholder, by (a) removing the proposal and nomination rights of the Board with respect to appointments, dismissals, determination of remuneration, distributions, amendments of the Articles of Association and dissolution, (b) providing that a General Meeting may be called by a shareholder holding 75% of the issued capital, (c) introducing that the General Meeting has the authority to decide that certain resolutions of the Board are subject to approval by the General Meeting and (d) introducing the possibility of adopting shareholders' resolutions outside of a formal meeting and (ii) will remove the possibility to issue preference shares.

The full text of the draft new Articles of Association as they will read following the proposed amendment of the Articles of Association (in Dutch with an English translation), as well as a redline version showing the changes compared to the current Articles of Association, are available, free of charge, on [JDE Peet's website](#) and at JDE Peet's head office at Oosterdoksstraat 80, 1011 DK Amsterdam.

The aforementioned proposal to resolve to amend the Articles of Association includes the proposal (i) to authorise each member of the Board, as well as each (deputy) civil law notary and notarial assistant employed by Allen Overy Shearman Sterling LLP, Amsterdam office, each of them severally, to execute a notarial deed of amendment of the Articles of Association as set out in this agenda item and to undertake all other activities that the holder of the authorisation deems necessary or useful in connection therewith and (ii) to designate the current directors that will remain on the Board after Settlement as directors A of the Company with effect as of the execution of the aforementioned notarial deed of amendment of the Articles of Association.

**3b. Conditional conversion of the Company from a Dutch public limited liability company (*naamloze vennootschap*) into a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and amendment of the Articles of Association as of Delisting (voting item)**

If the Offer is declared unconditional (*gestand is gedaan*), the Offeror and the Company intend to, as soon as possible, (i) procure the delisting of the Shares from Euronext Amsterdam and terminate the listing agreement between the Company and Euronext Amsterdam in relation to the listing of the Shares (the **Delisting**) and (ii) convert the Company from a Dutch public limited liability company (*naamloze vennootschap*) into a Dutch private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) and to amend the Articles of Association in accordance with the proposal described below.

In connection with, inter alia, the Delisting, the Board proposes, subject to the Offer being declared unconditional and Delisting having occurred, to (i) convert the Company from a Dutch public limited liability company into a Dutch private limited liability company and (ii) amend the Articles of Association in accordance with the proposal described below. The conversion and amendment of the Articles of Association will be effected as of the Delisting. The proposed resolution to convert and to amend the Articles of Association after Delisting is also described in the Offer Memorandum.

The proposed amendments to the Articles of Association after the Delisting primarily relate to (i) the conversion of the Company from a Dutch public limited liability company into a Dutch private limited liability company, (ii) the removal of provisions that apply to companies with securities admitted for trading on a regulated market, (iii) the removal of the provisions regarding indemnification of the members of the Board and (iv) the introduction of a new class of Shares B including separate reserves and the possibility of separate distributions on the ordinary shares and Shares B. Pursuant to the execution of such amendment of the Articles of Association, all shares held by the Offeror at the moment of execution of the amendment of the Articles of Association will be converted into Shares B as well as the pro rata part of the reserves will be added to the reserves attached to the Shares B.

The full text of the draft new Articles of Association as they will read following the proposed conversion and amendment of the Articles of Association (in Dutch with an English translation), as well as a redline version showing the changes compared to the Articles of Association as they will read as of Settlement, are available, free of charge, on [JDE Peet's website](#) and at JDE Peet's head office at Oosterdoksstraat 80, 1011 DK Amsterdam.

The aforementioned proposal to resolve to convert and amend the Articles of Association includes (i) the conversion of all shares held by the Offeror at the moment of the execution of the amendment of the Articles of Association into Shares B and (ii) the proposal to authorise each member of the Board, as well as each (deputy) civil law notary and notarial assistant employed by Stibbe N.V., each of them severally, to execute a notarial deed of conversion and amendment of the Articles of Association as set out in this agenda item and to undertake all other activities that the holder of the authorisation deems necessary or useful in connection therewith.

#### 4. **CONDITIONAL POST-CLOSING MERGER (VOTING ITEM)**

The Merger Protocol provides the Offeror with the possibility to implement the Post-Closing Merger under the conditions set out in Section 5.13.3 of the Offer Memorandum (*Post-Closing Merger*).

The Post-Closing Merger consists of (i) the Triangular Merger, (ii) the Merger Share Sale and (iii) the HoldCo Dissolution. The Triangular Merger comprises a statutory triangular merger (*juridische driehoeksfusie*) in accordance with section 2:309 *et seq.* and 2:333a of the Dutch Civil Code (**DCC**) of the Company (as disappearing company) with Juncture Sub (as acquiring company), as a result of which Juncture Sub will acquire all assets and liabilities of the Company by universal title of succession, and the Company will cease to exist by operation of Dutch law. Pursuant to the Triangular Merger, Juncture HoldCo will allot a certain number of shares in its capital to the Shareholders whereby each such Shareholder will come to hold a number of shares in the capital of Juncture HoldCo equal to the number of Shares held by such Shareholder prior to the completion of the Triangular Merger.

After and subject to (i) the Offeror having declared the Offer unconditional, (ii) Settlement having occurred, (iii) the Offeror holding Shares representing at least the Post-Closing Restructuring Threshold but less than the Statutory Buy-Out Threshold, (iv) the Post-Closing Acceptance Period having expired and (v) this resolution under agenda item 4 having been adopted at the EGM and being in full force and effect (the **Post-Closing Merger Conditions**), the Offeror may notify the Company that it wishes to implement the Post-Closing Merger.

If the Post-Closing Merger Conditions have been satisfied and the Offeror decides to implement the Post-Closing Merger in accordance with Section 5.13.3 of the Offer Memorandum (*Post-Closing Merger*), the following main steps will be undertaken:

- (a) the Company will, and shall procure that Juncture HoldCo and Juncture Sub will, effectuate the Triangular Merger in accordance with the provisions set forth in the Merger Proposal and the Merger Explanatory Notes pursuant to the execution of a notarial deed of merger as soon as practicably and reasonably possible after the Offeror's notification to pursue the Post-Closing Merger;
- (b) immediately after the Triangular Merger becoming effective, the Offeror shall, and JDE Peet's (or any of its successors) shall procure that Juncture HoldCo shall, enter into a share purchase agreement with the Offeror (the **Merger Share Purchase Agreement**), pursuant to which all issued shares in the capital of Juncture Sub will be sold and, by means of the execution of a notarial deed of transfer (the **Merger Share Transfer Deed**), immediately after the Triangular Merger becoming effective, be transferred to the Offeror (or its nominee nominated in accordance with the Merger Share Purchase Agreement) against a purchase price equal to the Merger Aggregate Minority Cash Out Amount and the Merger Offeror Net Amount as described in Section 5.13.3 of the Offer Memorandum (the **Merger Share Sale**);

- (c) the Company shall adopt prior to the Settlement Date, in its capacity as sole shareholder of Juncture HoldCo, a resolution to, subject to and with effect as per immediately following execution of the Merger Share Transfer Deed (i) dissolve Juncture HoldCo in accordance with section 2:19 of the DCC (the **HoldCo Dissolution**), (ii) appoint a special purpose foundation or other third party as the liquidator of Juncture HoldCo (the **Liquidator**), (iii) approve reimbursement of the Liquidator's reasonable salary and costs and (iv) appoint Juncture Sub as the custodian of the books and records of Juncture HoldCo in accordance with section 2:24 of the DCC; and
- (d) as soon as reasonably practicable following the execution of the Merger Share Transfer Deed, Juncture HoldCo shall demand payment of the Minority Cash Note (if applicable) and the Company shall cause the effectuation of the HoldCo Dissolution and the making of an advance liquidation distribution per ordinary share in the capital of Juncture HoldCo, whereby such advance liquidation distribution is intended to take place on or about the date of the execution of the Merger Share Transfer Deed and in an amount per ordinary share that is to the fullest extent possible equal to the Offer Price, without any interest and less any applicable taxes to be withheld in connection with the contemplated liquidation (such as Dutch dividend withholding tax, to which the advance liquidation distribution will generally be subject at a rate of 15% to the extent it exceeds the average paid-in capital recognised for Dutch dividend withholding tax purposes on the relevant (class of) shares in Juncture HoldCo, as further described in Section 9 of the Offer Memorandum (*Dutch tax aspects of the Offer*),

(the steps under paragraphs (a) through (d) together the **Post-Closing Merger**).

Reference is also made to the relevant Sections of the Offer Memorandum for further information, including to Section 9.4.1 under (d) of the Offer Memorandum (*Dividend withholding tax consequences of the Post-Closing Merger*) for the Dutch dividend withholding tax treatment of the Post-Closing Merger.

It is proposed to the General Meeting to (i) resolve upon the Triangular Merger in conformity with the Merger Proposal and (ii) approve, to the extent required under applicable law, (x) the Merger Share Sale and (y) the HoldCo Dissolution, each subject to the Triangular Merger being effected, in each case subject to (a) the Offer being declared unconditional (*gestand gedaan*), (b) Settlement having occurred, (c) the Offeror holding Shares representing at least the Post-Closing Restructuring Threshold but less than the Statutory Buy-Out Threshold and (d) the Offeror having notified the Company that it wishes to pursue the Post-Closing Merger (collectively: the **Post-Closing Merger Resolutions**).

The full terms and conditions of the Triangular Merger are laid down in the Merger Proposal. In addition, the Board has drawn up and made available the Merger Explanatory Notes. The Merger Proposal and all ancillary documents required by applicable rules will be or have been filed with the trade register of the Dutch Chamber of Commerce and made available on the Company's website. Copies of the Merger Proposal, and all ancillary documents required by applicable rules, are available at the Company's head office. The Company will announce in a Dutch nationally distributed newspaper that the filing is made and that such copies are made available.

Pursuant to section 2:318 paragraph 1 of the DCC, the Triangular Merger has to be effected within six months from the announcement in a Dutch nationally distributed newspaper of the filing of the Merger Proposal with the trade register of the Dutch Chamber of Commerce.



If the Post-Closing Merger Resolutions are approved at the EGM but it is reasonably expected that it will not be possible to effectuate the Triangular Merger on the basis of the adopted Post-Closing Merger Resolutions in view of the timing constraint included in section 2:318 paragraph 1 of the DCC, the Company will, at the Offeror's request, convene a new General Meeting at which the Triangular Merger will again be put to a vote.

## 5. CONDITIONAL POST-CLOSING DEMERGER (VOTING ITEM)

The Merger Protocol provides the Offeror with the possibility to implement the Post-Closing Demerger under the conditions set out in Section 5.13.4 of the Offer Memorandum (*Post-Closing Demerger*).

The Post-Closing Demerger consists of (i) the Demerger and (ii) the Demerger Share Sale. The Demerger comprises a statutory demerger (*juridische afsplitsing*) of the Company in accordance with section 2:334a paragraphs 1 and 3 in conjunction with section 2:334hh paragraph 1 of the DCC, whereby (i) at the occasion of the Demerger, the Company will incorporate a Dutch private limited liability company to be fully and directly owned by the Company (**JDEP Coffee**), (ii) JDEP Coffee will acquire certain assets and liabilities of the Company by universal title of succession, (iii) JDEP Coffee will allot one share to the Company, as a result of which the Company will become the sole shareholder of JDEP Coffee, and (iv) the Company will continue to exist after the Demerger.

After and subject to (i) the Offeror having declared the Offer unconditional, (ii) Settlement having occurred, (iii) the Offeror holding Shares representing at least the Statutory Buy-Out Threshold and (iv) this resolution under agenda item 5 having been adopted at the EGM and being in full force and effect (the **Post-Closing Demerger Conditions**), the Offeror may notify the Company that it wishes to implement the Post-Closing Demerger.

If the Post-Closing Demerger Conditions have been satisfied and the Offeror decides to implement the Post-Closing Demerger in accordance with Section 5.13.4 of the Offer Memorandum (*Post-Closing Demerger*), the following main steps will be undertaken:

- (a) the Company shall effect the Demerger in accordance with the provisions set forth in the Demerger Proposal and the Demerger Explanatory Notes pursuant to the execution of a notarial deed of demerger as soon as reasonably possible after the Offeror's notification to pursue the Post-Closing Demerger; and
- (b) immediately after the Demerger becoming effective and JDEP Coffee having been incorporated, the Offeror shall, and the Company (or any of its successors) shall procure that the Company shall enter into a share purchase agreement with the Offeror (the **Demerger Share Purchase Agreement**), pursuant to which the issued and outstanding shares in the capital of JDEP Coffee will be sold and, by means of the execution of a notarial deed of transfer (the **Demerger Share Transfer Deed**), immediately after the Demerger becoming effective, be transferred to the Offeror (or its nominee nominated in accordance with the Demerger Share Purchase Agreement) against a purchase price equal to a minority loan note and the offeror loan note as described in Section 5.13.4 of the Offer Memorandum (the **Demerger Share Sale**),

(the steps under paragraphs (a) and (b) together the **Post-Closing Demerger**).

Reference is also made to the relevant Sections of the Offer Memorandum for further information, including to Section 9.4.1 under (c) of the Offer Memorandum (*Dividend withholding tax consequences of the Post-Closing Demerger*) for the Dutch dividend withholding tax treatment of the Post-Closing Demerger.

It is proposed to the General Meeting to (i) resolve upon the Demerger in conformity with the Demerger Proposal and (ii) approve, to the extent required under applicable law, the Demerger Share Sale, subject to the Demerger being effected, in each case subject to (a) the Offer being declared unconditional (*gestand gedaan*), (b) Settlement having occurred, (c) the Offeror holding Shares representing at least the Statutory Buy-Out Threshold and (d) the Offeror having notified the Company that it wishes to pursue the Post-Closing Demerger (collectively: the **Post-Closing Demerger Resolutions**).

The full terms and conditions of the Demerger are laid down in the Demerger Proposal. In addition, the Board has drawn-up and made available the Demerger Explanatory Notes. The Demerger Proposal and all ancillary documents required by applicable rules will be or have been filed with the trade register of the Dutch Chamber of Commerce and made available on the Company's website.

Copies of the Demerger Proposal and all ancillary documents required by applicable rules are available at the Company's head office. The Company will announce in a Dutch nationally distributed newspaper that the filing is made and that such copies are made available.

Pursuant to section 2:334n paragraph 1 of the DCC, the Demerger has to be effected within six months from the announcement in a Dutch nationally distributed newspaper of the filing of the Demerger Proposal with the trade register of the Dutch Chamber of Commerce.

If the Post-Closing Demerger Resolutions are approved at the EGM but it is reasonably expected that it will not be possible to effectuate the Demerger on the basis of the adopted Post-Closing Demerger Resolutions in view of the timing constraint included in section 2:334n paragraph 1 DCC, the Company will at the Offeror's request convene a new General Meeting at which the Demerger will again be put to a vote.

## **6. PROPOSAL TO GRANT DISCHARGE TO THE NON-EXECUTIVE DIRECTORS OF THE COMPANY IN RESPECT OF THEIR DUTIES (VOTING ITEM)**

Effective as of Settlement, each of Mr J.J.B.C. Creus, Mr G.P. Harf, Mr D. Hennequin, Ms A. Richards, Mr F.A. Engelen, Ms A.M. García Fau, Ms P. Nogueira Lindenberg, Ms P. Abadie Capel and Mr R. de Groot will resign as non-executive directors of the Company. It is proposed to the General Meeting that, subject to the condition that Settlement has taken place, each of them will be granted full and final release and discharge for the performance of their duties and liability until the Settlement Date in respect of the performance of their duties as non-executive director of the Company, effective as of the Settlement Date.

## **7. COMPOSITION OF THE BOARD**

In relation to the Offer, the Company and the Offeror have agreed that if the Offeror has declared the Offer unconditional and Settlement has occurred, the Board of the Company will be comprised of Mr Rafael De Oliveira Oliveira, Mr Khaled Rabbani, Mr Ramon Hogenboom, Mr Robbe Mertens and Ms Asta Aleskute, as executive directors A, Mr Anthony Shoemaker as executive director B and Mr Stuart MacFarlane as non-executive director A.

### **7a. Proposal to appoint Mr Khaled Rabbani as executive director A of the Company (voting item)**

It is proposed to the General Meeting to appoint Mr Khaled Rabbani as executive director A of the Company with effect as of the Settlement Date, subject to the Offer being declared unconditional and Settlement having taken place, for a term of four years. Mr Khaled Rabbani shall not receive any incremental remuneration specifically for his position as executive director A of the Company.

Mr Khaled Rabbani (1968), Dutch, is the Chief Legal and Corporate Affairs Officer of JDE Peet's. Khaled has more than 27 years of international Legal and Corporate Affairs experience, having worked in The Netherlands, United States, United Kingdom, Saudi Arabia, United Arab Emirates and Singapore. Prior to joining JDE Peet's, Khaled served as the General Counsel, Head of Compliance and interim Company Secretary of Majid al Futtaim Holding in Dubai, UAE, one of the world's leading lifestyle, retail and real-estate companies. Khaled holds a Bachelor of Arts (History/International Relations) from Tufts University and a Juris Doctor from The George Washington University Law School.

The Offeror and the Company consider the appointment of Mr Khaled Rabbani of importance considering his knowledge and experience as Chief Legal and Corporate Affairs Officer of JDE Peet's.

**7b. Proposal to appoint Mr Ramon Hogenboom as executive director A of the Company (voting item)**

It is proposed to the General Meeting to appoint Mr Ramon Hogenboom as executive director A of the Company with effect as of the Settlement Date, subject to the Offer being declared unconditional and Settlement having taken place, for a term of four years. Mr Ramon Hogenboom shall not receive any incremental remuneration specifically for his position as executive director A of the Company.

Mr Ramon Hogenboom (1985), Dutch, has been serving as Global Tax Director of JDE Peet's since 2023, leading the Group's tax activities globally. Prior to joining JDE Peet's in 2018, Ramon spent nearly a decade at PwC, where he advised multinational corporations on complex tax matters, including corporate income tax, international tax structuring, M&A transactions, and transfer pricing. Ramon holds an academic background in accounting and tax law.

The Offeror and the Company consider the appointment of Mr Ramon Hogenboom of importance considering his knowledge and experience as Global Tax Director of JDE Peet's.

**7c. Proposal to appoint Mr Robbe Mertens as executive director A of the Company (voting item)**

It is proposed to the General Meeting to appoint Mr Robbe Mertens as executive director A of the Company with effect as of the Settlement Date, subject to the Offer being declared unconditional and Settlement having taken place, for a term of four years. Mr Robbe Mertens shall not receive any incremental remuneration specifically for his position as executive director A of the Company.

Mr Robbe Mertens (1991), Belgian, has been serving as Global Treasurer of JDE Peet's since 2025, leading the Group's treasury activities globally. He joined the Company in 2022. Prior to joining JDE Peet's, he held treasury roles of increasing responsibility at Anheuser-Busch InBev and worked as a treasury consultant at Zanders, advising corporates on treasury strategy and financial risk management. Robbe has an academic background in Economics, Finance, and Accounting.

The Offeror and the Company consider the appointment of Mr Robbe Mertens of importance considering his knowledge and experience as Global Treasurer of JDE Peet's.

**7d. Proposal to appoint Ms Asta Aleskute as executive director A of the Company (voting item)**

It is proposed to the General Meeting to appoint Ms Asta Aleskute as executive director A of the Company with effect as of the Settlement Date, subject to the Offer being declared unconditional and Settlement having taken place, for a term of four years. Ms Asta Aleskute shall not receive any incremental remuneration specifically for her position as executive director A of the Company.



Ms Asta Aleskute (1985), Lithuanian, is a seasoned legal and compliance leader with a proven track record in driving strategic initiatives. Since joining JDE Peet's in 2017, Asta has held senior roles in M&A, corporate governance, and global compliance, including serving as Deputy Company Secretary. In early 2025, Asta assumed responsibility for Legal, Compliance and Corporate Affairs for the JDE Peet's LARMEA segment. Prior to JDE Peet's, Asta spent six years at Ahold Delhaize, where she led high-impact M&A projects, notably the cross-border merger between Ahold and Delhaize. Her career began at McDermott Will & Emery LLP, advising international clients on complex EU regulatory and antitrust matters. Asta holds a Master of Laws (LL.M.) from Lund University, Sweden.

The Offeror and the Company consider the appointment of Ms Asta Aleskute of importance considering her knowledge and experience in various senior legal and compliance roles within JDE Peet's.

**7e. Proposal to appoint Mr Anthony Shoemaker as executive director B of the Company (voting item)**

It is proposed to the General Meeting to appoint Mr Anthony Shoemaker as executive director B of the Company with effect as of the Settlement Date, subject to the Offer being declared unconditional and Settlement having taken place, for a term of four years. Mr Anthony Shoemaker shall not receive any incremental remuneration specifically for his position as executive director B of the Company.

Mr Anthony Shoemaker (1982), American, is the Chief Legal Officer, General Counsel & Corporate Secretary of Keurig Dr Pepper. Previously, Anthony served as Senior Vice President and Assistant General Counsel of Keurig Dr Pepper. Prior to Keurig Dr Pepper, Anthony served as Vice President, Assistant General Counsel and Corporate Secretary at Tenet Healthcare. His career began at Gibson, Dunn & Crutcher LLP.

The Offeror and the Company consider the appointment of Mr Anthony Shoemaker of importance considering his expertise in the legal industry and experience as Chief Legal Officer, General Counsel & Corporate Secretary of Keurig Dr Pepper Inc.

**8. CLOSING**

## APPENDIX 1 – DEFINED TERMS

<b>Articles of Association</b>	means the articles of association (statuten) of JDE Peet's.
<b>Board</b>	means the board of JDE Peet's.
<b>Buy-Out Proceedings</b>	means a compulsory acquisition procedure in accordance with section 2:92a or 2:201a DCC or a takeover buy-out procedure in accordance with section 2:359c DCC.
<b>CET</b>	means Central European Time.
<b>Company</b>	has the meaning given in the notice of the Convocation.
<b>Convocation</b>	means the notice together with the agenda and explanatory notes thereto.
<b>DCC</b>	means the Dutch Civil Code.
<b>Decree</b>	means the Dutch Decree on public offers Wft ( <i>Besluit openbare biedingen Wft</i> ).
<b>Delisting</b>	has the meaning given under agenda item 3b.
<b>Demerger</b>	means the statutory demerger ( <i>juridische afsplitsing</i> ) of JDE Peet's in accordance with section 2:334a paragraphs 1 and 3 in conjunction with section 2:334hh paragraph 1 DCC.
<b>Demerger Explanatory Notes</b>	means the explanatory notes to the Demerger Proposal as prepared by the Board in connection with the Demerger dated 15 January 2026.
<b>Demerger Proposal</b>	means the demerger proposal as prepared by the Board in connection with the Demerger dated 15 January 2026.
<b>Demerger Share Purchase Agreement</b>	has the meaning given under agenda item 5.
<b>Demerger Share Sale</b>	has the meaning given under agenda item 5.
<b>Demerger Share Transfer Deed</b>	has the meaning given under agenda item 5.
<b>EGM</b>	has the meaning given in the notice of the Convocation.
<b>Euronext Amsterdam</b>	means the regulated market operated by Euronext Amsterdam N.V.
<b>General Meeting or General Meeting of Shareholders</b>	means the corporate body of JDE Peet's consisting of those in whom as Shareholder or otherwise the voting rights on Shares are vested or a meeting of such persons (or the representatives) and other persons entitled to attend the General Meeting of Shareholders.



<b>HoldCo Dissolution</b>	has the meaning given under agenda item 4.
<b>JDE Peet's</b>	has the meaning given in the notice of the Convocation.
<b>JDEP Coffee</b>	means JDEP Coffee B.V.
<b>Juncture HoldCo</b>	means Juncture Holdco B.V.
<b>Juncture Sub</b>	means Juncture Sub B.V.
<b>Liquidator</b>	has the meaning given under agenda item 4.
<b>Merger Aggregate Minority Cash Out Amount</b>	means part of the purchase price payable in connection with the Merger Share Sale, equal to an amount of the Offer Price multiplied by the total number of Shares held by Shareholders other than the Offeror prior to the Triangular Merger becoming effective, as described in Section 5.13.3 of the Offer Memorandum
<b>Merger Explanatory Notes</b>	means the explanatory notes to the Merger Proposal.
<b>Merger Offeror Net Amount</b>	means part of the purchase price payable in connection with the Merger Share Sale, equal the Merger Share Sale Purchase Price minus the Merger Aggregate Minority Cash Out Amount, as described in Section 5.13.3 of the Offer Memorandum.
<b>Merger Proposal</b>	means the merger proposal as prepared by the Board and the management boards of Juncture HoldCo and Juncture Sub in connection with the Triangular Merger dated 15 January 2026.
<b>Merger Protocol</b>	means the agreement dated 24 August 2025 between the Offeror and JDE Peet's regarding the Offer by the Offeror for all Shares.
<b>Merger Share Purchase Agreement</b>	has the meaning given under agenda item 4.
<b>Merger Share Sale</b>	has the meaning given under agenda item 4.
<b>Merger Share Sale Purchase Price</b>	means the aggregate purchase price payable in connection with the Merger Share Sale equal to the Offer Price multiplied by the total number of Shares issued and outstanding immediately prior to the Triangular Merger becoming effective.
<b>Merger Share Transfer Deed</b>	has the meaning given under agenda item 4.
<b>Offer</b>	means the recommended cash offer by the Offeror to all Shareholders to purchase their Shares for cash on the terms and subject to the conditions and restrictions contained in the Offer Memorandum.
<b>Offer Memorandum</b>	means the offer memorandum published by the Offeror on 15 January 2026.



<b>Offer Period</b>	means the offer period under the Offer which commences on 16 January 2026 at 9:00 CET and expires at 17:40 CET on 27 March 2026, unless extended in accordance with the terms of the Offer Memorandum and article 15 of the Decree.
<b>Offer Price</b>	a cash amount of EUR 31.85 without interest.
<b>Offeror</b>	means Kodiak BidCo B.V.
<b>Outstanding Capital</b>	means the issued share capital of JDE Peet's on a fully diluted basis and reduced with any Shares for which Book 2 DCC provides that no votes can be cast on such Shares.
<b>Position Statement</b>	means the position statement of JDE Peet's containing the information required by article 18 paragraph 2 of the Decree in connection with the Offer.
<b>Post-Closing Acceptance Period</b>	means a period of up to two (2) weeks in the event that the Offeror declares the Offer unconditional ( <i>gestand wordt gedaan</i> ) to be publicly announced by the Offeror within three (3) Business Days (as defined in the Offer Memorandum) after declaring the Offer unconditional, in accordance with article 17 of the Decree.
<b>Post-Closing Demerger</b>	has the meaning given under agenda item 5.
<b>Post-Closing Demerger Conditions</b>	has the meaning given under agenda item 5.
<b>Post-Closing Demerger Resolutions</b>	Has the meaning given under agenda item 5.
<b>Post-Closing Merger</b>	has the meaning given under agenda item 4.
<b>Post-Closing Restructuring Threshold</b>	means the Offeror holding at least 80% of the Outstanding Capital.
<b>Post-Closing Restructuring Measures</b>	means the Post-Closing Merger and the Post-Closing Demerger.
<b>Post-Closing Merger Conditions</b>	has the meaning given under agenda item 4.
<b>Post-Closing Merger Resolutions</b>	Has the meaning given under agenda item 4.
<b>Settlement</b>	means the payment of the Offer Price by the Offeror to the Shareholders having tendered their Shares for acceptance pursuant to the Offer on the date following from the Offer Memorandum.
<b>Settlement Date</b>	means the day on which the Settlement occurs.



<b>Shareholders</b>	means the holders of Shares.
<b>Shares</b>	means the ordinary shares in the capital of JDE Peet's.
<b>Statutory Buy-Out Threshold</b>	means 95% of the Outstanding Capital at the Tender Closing Date.
<b>Tender Closing Date</b>	means 27 March 2026 or such other date as extended in accordance with article 15 of the Decree.
<b>Transaction</b>	means the Offer and the transactions contemplated in connection therewith, including, to the extent applicable, the Buy-Out Proceedings and the Post-Closing Restructuring Measures.
<b>Triangular Merger</b>	means the statutory triangular merger ( <i>juridische driehoeksfusie</i> ) in accordance with sections 2:309 et seq. and 2:333a DCC of JDE Peet's with Juncture HoldCo and Juncture Sub.