

“ILY MODE & MAISON”

Single-Member Limited Liability Company

Capital: €30,000

Registered Office: 127 Avenue Charles Gide, 77270 Villeparisis, France

Articles of Association

The undersigned:

Ms. Ilayda Mesutoglu, born on January 27, 1996, in Kadikoy, Türkiye, residing at 80/6 Maden Mahallesi Cinar Caddesi, 34970 Buyukada, Türkiye, of Turkish nationality,

has decided to establish a single-member limited liability company and has adopted the following articles of association:

TITLE 1 - FORM - PURPOSE - NAME - REGISTERED OFFICE - DURATION - FINANCIAL YEAR

ARTICLE 1 - FORM

The company is a single-member limited liability company governed by Law No. 66-537 of July 24, 1966, Law No. 85-697 of July 11, 1985, Decree No. 67-236 of March 23, 1967,

any other applicable law, and by these articles of association.

ARTICLE 2 - PURPOSE

The Company's purpose, in France and abroad, is:

- Wholesale and retail sale of home decor, fashion, and accessories (clothing, sunglasses, jewelry, etc.)
- Trading and import/export of all unregulated products.

- Acquisition of direct or indirect interests in any financial, commercial, industrial, real estate, or property company or enterprise. by way of the creation of new companies, contributions, subscriptions or purchases of securities and equity interests, mergers, divisions, alliances, or otherwise;

- And more generally, all operations of any kind whatsoever, commercial, financial, movable or immovable, directly or indirectly related to the above purpose, and likely to facilitate its expansion or development.

ARTICLE 3 - COMPANY NAME

The company name is: ILY MODE & MAISON

In all acts and documents issued by the Company, the company name must be preceded or immediately followed by the words "limited liability company" or the initials "S.A.R.L." and a statement of the amount of share capital. ARTICLE 4 - REGISTERED OFFICE

The registered office is located at: 127 Avenue Charles GIDE 77270 VILLEPARISIS

It may be transferred to any other location within the same department or a neighboring department by a simple decision of the management, subject to ratification by the next Ordinary General Meeting, and anywhere else in France by virtue of a resolution of the Extraordinary General Meeting.

ARTICLE 5 - DURATION

The Company's duration is set at 99 years from the date of its registration with the Trade and Companies Register, except in cases of early dissolution or extension.

ARTICLE 6 - FINANCIAL YEAR

Each financial year is one year long, beginning on January 1st and ending on December 31st. By way of exception, the first financial year will begin on the date of the Company's registration with the Trade and Companies Register and will end on December 31, 2026.

TITLE 2 - CONTRIBUTIONS - SHARE CAPITAL

ARTICLE 7 – CONTRIBUTIONS

The contributions constituting the share capital were subscribed as follows:

The sole shareholder subscribed the sum of €30,000

Ci.....€30,000

Amount of cash contributions:.....€30,000

Amount of contributions paid up to 20%..... €6,000

This sum was paid into a current account opened at the Bank, in the name of the company being formed in accordance with the law, which sum will be withdrawn by the company's president, upon presentation of the certificate from the Clerk of the Commercial Court of the registered office social, attesting to its registration with the Trade and Companies Register.

The remaining capital will be paid up within the next 5 years in accordance with the law.

ARTICLE 8 - SHARE CAPITAL

The share capital is set at €30,000, divided into 3,000 shares of TEN (10) euros each, fully paid up, numbered from 1 to 3,000.

In accordance with the provisions of the New Commercial Code, the undersigned shareholder expressly declares

that the said shares have been distributed in proportion to their contributions

as follows:

The sole shareholder, up to 3,000 shares,

Numbered from 1 to 3,000,

In consideration of his contribution, here are 3,000 shares

_____aa

Total equal to the number of shares comprising the share capital:..... 3,000 shares

The sole shareholder declares that these shares are distributed in the proportions indicated above and that they are fully paid up.

Any change in the share capital – increase or reduction – will be decided and carried out in accordance with the applicable laws and regulations.

ARTICLE 9 - CURRENT ACCOUNTS

The shareholders may, in compliance with applicable regulations, make available to the Company any sums it may require in the form of advances to

"Current Accounts". The terms and conditions of these advances are determined by mutual agreement between the shareholder concerned and the board of directors. They are, where applicable, subject to the authorization and control procedure provided for by law.

ARTICLE 10 – CHANGES TO SHARE CAPITAL

1. Share capital may only be increased or reduced by a collective decision of the shareholders, acting upon the report of the Manager.

Share capital may be increased either by issuing ordinary or preferred shares, or by increasing the nominal value of existing shares.

It may also be increased by exercising rights attached to securities giving access to share capital, under the conditions provided by law.

New shares are issued either at their nominal value or at that amount plus a share premium.

They are paid up either by cash contribution, including by offsetting liquid and due debts owed by the Company, or by contribution in kind, or by incorporating reserves, profits, or share premiums, or as a result of a merger or division.

They may also be released following the exercise of a right attached to securities giving access to capital, including, where applicable, the payment of the corresponding sums.

2. The partners may delegate to the Manager the powers necessary to carry out or decide, under the conditions and within the time limits provided by law, an increase or reduction of the capital.

3. In the event of a capital increase in cash or the issuance of securities giving access to capital or entitling the holder to the allocation of debt securities, the partners have, unless otherwise stipulated in these articles of association concerning non-voting preferred shares, a preferential right to subscribe to the new securities issued, in proportion to the amount of their shares. However, the partners may individually waive their preferential subscription right, and the decision to increase the capital may eliminate this preferential right under the conditions provided by law.

4. New cash shares must be fully paid up upon subscription to the par value (or par value) required by law and, where applicable, the full amount of the share premium.

TITLE 3 – SHARES

ARTICLE 11 – INDIVISIBILITY OF SHARES - USUFRUCT

1 - Shares are indivisible with respect to the Company.

Co-owners of undivided shares are represented at general meetings by one of their number or by a joint proxy of their choosing. If they cannot agree on the choice of a proxy, the proxy shall be appointed by order of the Manager of the Commercial Court ruling in summary proceedings at the request of the most diligent co-owner.

2 - The voting rights attached to the share belong to the usufructuary at ordinary general meetings

and to the bare owner at extraordinary general meetings. However, holders of shares whose ownership is divided may agree among themselves on any other allocation for exercising voting rights at general meetings. In this case, they must notify the Company of their agreement by registered letter addressed to the registered office, the Company being bound to respect this agreement for any meeting held after the expiry of a period of one month following the sending of the registered letter, the postmark serving as proof of the date of dispatch.

Notwithstanding the above provisions, the bare owner has the right to participate in all general meetings.

ARTICLE 12 – RIGHTS AND OBLIGATIONS ATTACHED TO SHARES

1 - Each share entitles the holder to a portion of the profits and assets of the company proportional to the share of capital it represents.

2 - Shareholders are liable for losses only up to the amount of their contributions. The rights and obligations attached to the share follow the share certificate, regardless of who holds it. Ownership of a share automatically implies adherence to the articles of association and the decisions of the general meetings.

3 - The heirs, creditors, beneficiaries, or other representatives of a shareholder may not request the sealing of the company's assets and securities, nor demand their division or sale. They may not, under any circumstances, interfere in the company's management.

To exercise their rights, they must rely on the company's inventories and the decisions of the general meetings.

4 - Whenever it is necessary to hold several shares to exercise any right, or in the event of an exchange, consolidation or allocation of shares, or as a consequence of an increase or reduction of capital, a merger or any other operation, holders of single shares or shares in a number less than required may only exercise this right on the condition that they personally arrange the consolidation and, where applicable, the purchase or sale of the necessary shares.

5 - Shares with a nominal value less than or equal to an amount set by decree of the Council of State may be consolidated. These consolidations are decided by the general meetings of shareholders under the conditions stipulated for amending the articles of association and in accordance with applicable regulations.

They entail the obligation for the shareholders to carry out the purchases or sales of shares necessary to complete the consolidation.

If the shareholder(s) who made this commitment fail to fulfill it, the consolidation operations may be cancelled at the request of any interested party. In this case, the purchases and sales of fractional shares may be cancelled at the request of the shareholders who carried them out or their successors in title, with the exception of defaulting shareholders, without prejudice to any damages that may be due.

The nominal value of the consolidated shares may not exceed an amount set by decree of the Council of State.

To facilitate these operations, the Company must, before the general meeting's decision, obtain from one or more shareholders a commitment to provide, for a period of two years, at the price set by the meeting, the consideration for both the purchase and sale of offers relating to fractional shares or requests to complete the number of shares held by each of the shareholders concerned.

Upon expiry of the period set by the decree, shares not tendered for consolidation lose their voting rights and their right to dividends is suspended.

Dividends whose payment has been suspended are, in the event of subsequent consolidation, paid to the owners of the original shares to the extent that they have not been barred by the statute of limitations. When security holders do not have full control over their assets, requests to exchange old securities and the purchases or sales of fractional shares necessary to consolidate them are considered acts of simple administration, unless the new securities are requested in bearer form in exchange for registered securities.

The new securities have the same characteristics and automatically confer, without any formalities, the same real or claim rights as the old securities they replace.

Real rights and pledges are automatically transferred to the new securities issued in replacement of the old securities encumbered by them. 6 - Unless prohibited by law, during the Company's existence or upon its liquidation, all tax exemptions and credits, as well as all taxes potentially payable by the Company, shall be aggregated among all shares before any distribution or reimbursement is made, in such a way that, taking into account their respective par value and entitlement, shares of the same class receive the same net amount.

ARTICLE 13 – FORM OF SECURITIES

Securities issued by the Company must be registered.

They are recorded in the name of their holder in accounts held by the Company or by an agent appointed for this purpose.

Any shareholder may request a certificate of account registration.

ARTICLE 14 – RELEASE OF SHARES

1 - Any subscription for shares in cash must be accompanied by the payment of the minimum amount required by law and, where applicable, the entire share premium. The remaining balance is payable in one or more installments at the times and in the proportions determined by the Manager in accordance with the law. Capital calls are communicated to the shareholders at least fifteen days before the due date for each payment, by registered letter with acknowledgment of receipt.

Shareholders may make advance payments.

2 - If the shares are not paid up by the deadline set by the Manager, the amounts due shall automatically accrue interest at the legal interest rate from the due date, without prejudice to any remedies and penalties provided by law.

TITLE 4 - TRANSFER - ASSIGNMENT - LEASE OF SHARES

ARTICLE 15 – DEFINITIONS

For the purposes of these articles of association, the undersigned have agreed to the following definitions:

a) Transfer: means any transaction, whether for consideration or gratuitously, resulting in the transfer of full ownership, bare ownership, or usufruct of securities issued by the Company, namely: sale, transfer, exchange, contribution to a company, merger and similar transactions, judicial sale, creation of trusts, pledge, liquidation, universal transfer of assets.

b) Share or Security: means securities issued by the Company granting immediate or deferred access, in any manner whatsoever, to the allocation of a right to the Company's capital and/or voting rights, as well as warrants and subscription and allocation rights attached to these securities.

c) Reclassification Transaction means any simple reclassification of the Company's shares within each of the shareholder groups, comprised of each shareholder company and the companies or entities it directly or indirectly controls within the meaning of Article L 233-3 of the French Commercial Code.

ARTICLE 16 – TRANSFER OF SHARES

The transfer of shares issued by the Company is effected by a transfer from one account to another upon presentation of a transfer order. This transfer is recorded in the register of transactions, which is numbered and initialed.

ARTICLE 17 – PRE-EMPTION

1. Any transfer of shares in the Company, even between shareholders, is subject to the shareholders' right of first refusal, under the conditions set forth below.

2. The transferring shareholder must notify the Manager and each of the other shareholders by registered letter with acknowledgment of receipt of their proposed transfer, specifying:

- the number of shares concerned;

- information on the prospective transferee: name, first name(s), address, and nationality, or, if it is a legal entity: company name, registered office, company registration number, amount and distribution of share capital, and the identity of its officers;

- the price and terms of the proposed transfer.

The date of receipt of the notification from the Transferring Partner starts a three (3) month period, at the end of which, if the pre-emption rights have not been fully exercised on the shares concerned, the Transferor may freely proceed with the planned transfer, subject to compliance with the approval procedure set out in the article "Approval of Transfers" below.

3. Each partner has a pre-emption right on the shares that are the subject of the proposed transfer. This pre-emption right is exercised by notification to the Manager within two (2) months of receipt of the aforementioned notification. This notification is made by registered letter with acknowledgment of receipt, specifying the number of shares that each partner wishes to acquire. 4. Upon expiry of the two-month period stipulated in paragraph 3 above and before the expiry of the three-month period stipulated in paragraph 2 above, the Manager must notify the Transferring Partner by registered letter with acknowledgment of receipt of the results of the pre-emption.

If the pre-emption rights exercised exceed the number of shares whose transfer is contemplated, the shares concerned shall be distributed by the Manager among the partners who have notified their intention to acquire them, in proportion to their shareholding in the Company and within the limits of their requests. If the pre-emption rights are less than the number of shares whose transfer is being considered, the pre-emption rights are deemed never to have been exercised, and the transferring shareholder is free to complete the transfer to the transferee named in their notification, subject to compliance with the approval procedure set forth in the article "Approval of Transfers" below.

5. If the pre-emption right is exercised, the transfer of the shares must be completed within 30 days at the price stated in the notification from the transferring shareholder.

ARTICLE 18 – APPROVAL OF TRANSFERS

1. Shares may only be transferred, including between shareholders, with the prior approval of the shareholders as a whole, acting by a majority vote of the shareholders entitled to vote.

2. The application for approval must be notified by registered letter with acknowledgment of receipt addressed to the Company Manager, indicating the number of shares whose transfer is contemplated, the transfer price, the full name, address, and nationality of the purchaser, or, if the purchaser is a legal entity, its complete identification (company name, registered office, company registration number, amount and distribution of share capital, and identity of its officers). This application for approval is forwarded by the Manager to the shareholders.

3. The Manager has three (3) months from receipt of the application for approval to inform the Transferor of the decision of the shareholders. This notification must be made by registered letter with acknowledgment of receipt. If no response is received within the above period, approval will be deemed granted.

4. Decisions to grant or refuse approval are not required to provide reasons.

5. If approved, the Transferor shareholder may freely proceed with the transfer under the conditions notified in their application for approval. The transfer of shares must be completed no later than 30 days after the approval decision; if the transfer is not completed within this period, the approval will lapse.

6. In the event of a refusal of approval, the Company is required, within one (1) month of notification of the refusal, to acquire or arrange for the acquisition of the shares of the Transferring Partner by one or more approved third parties, in accordance with the procedure outlined above.

If the Company fails to repurchase the shares within this one-month period, the approval of the transferee(s) is deemed granted.

If the Company acquires the shares, it is required, within six (6) months of the acquisition, to transfer or cancel them.

The repurchase price of the shares by a third party or by the Company is determined by mutual agreement between the parties. Failing such agreement, the price will be determined by expert appraisal, in accordance with Article 1843-4 of the French Civil Code. ARTICLE 19 – CHANGES IN THE CONTROL OF A PARTNER

1. In the event of a change in control of a partner company, as defined in Article L 233-3 of the French Commercial Code, the partner company must inform the Company by registered letter with acknowledgment of receipt addressed to the governing body within 30 days of the change of control. This notification must specify the date of the change of control and all information concerning the new controller(s).

If this procedure is not followed, the partner company whose control has changed may be excluded from the Company under the conditions set forth in Article 23, "Exclusion of a Partner."

2. Within 30 days of receiving notification of the change of control, the Company may implement the procedure for exclusion and suspension of the non-pecuniary rights of the partner company whose control has changed, as provided for in Article 23, "Exclusion of a Partner." If the Company does not initiate the exclusion procedure within the above timeframe, it will be deemed to have accepted the change of control.

3. The above provisions apply to an associated Company that acquired this status following a merger, demerger, or dissolution.

ARTICLE 20 – RESTRICTIONS ON THE FREE TRANSFER OF SHARES

The partners are expressly prohibited, under penalty of exclusion from the Company and nullity of any transfers made in violation of the provisions of this article, from assigning or transferring, in any form whatsoever, whether for consideration or free of charge, in full ownership, bare ownership, or usufruct, all or part of the shares they hold or may come to hold in the Company, to any natural or legal person operating activities that compete with those of the Company, or to any natural or legal person who is a client or supplier of the Company and whose actions could jeopardize the interests, activities, or situation of the Company. ARTICLE 21 – DEATH OF A PARTNER

In the event of the death of a partner, and given the personal nature of the Company and the grouping of its partners based on their individual skills, the shares of the deceased partner must be acquired by the remaining partners in proportion to their shareholding, or by the Company, which must then cancel them by reducing its share capital within a maximum period of three months from the date of death.

ARTICLE 22 – EXCLUSION OF A PARTNER

Automatic Exclusion

Any partner subject to dissolution, reorganization, or liquidation proceedings is automatically excluded.

Furthermore, a partner may also be excluded in the following cases:

- violation of the provisions of these articles of association;
- removal of a partner from their position as a corporate officer;
- Facts or actions likely to harm the interests or brand image of the Company,

including a criminal conviction of a partner;

- Change of control of a partner company.

Terms of the exclusion decision

The exclusion of a partner is decided by a collective decision of the partners, acting by a majority of the votes of the partners entitled to vote, it being understood that the partner subject to the exclusion procedure does not participate in the vote and their shares are not taken into account for calculating the majority.

Formalities of the exclusion decision

The exclusion decision can only be made subject to compliance with the following preliminary formalities:

- Notification to the partner concerned by registered letter with acknowledgment of receipt sent fifteen calendar days before the scheduled date of the meeting of the partners, of the proposed exclusion measure, the reasons for this measure, and the date of the meeting to decide on the exclusion;
- Notification of the same information to all other partners;

- Summoning the partner concerned to a preliminary meeting of the partners held no later than ten calendar days before the scheduled date of the meeting of the partners deciding on the exclusion, in order to allow them to present their observations and argue their defense, either in person or through their legal representative(s);
- At the meeting of the partners deciding on the exclusion, the partner concerned may be assisted or represented by counsel and may request, at their own expense, the presence of a bailiff.

Effects of the exclusion decision

The exclusion decision, which may be made whether or not the partner concerned is present, takes effect from the date it is pronounced. This decision must also address the purchase of the excluded partner's shares and designate the purchaser(s) of these shares; it is expressly agreed that the transfer will be validly carried out without application of the approval (and/or pre-emption) clauses provided for in these articles of association.

The exclusion decision is notified to the excluded partner by registered letter with acknowledgment of receipt, initiated by the Manager.

The exclusion suspends all non-pecuniary rights attached to all of the excluded partner's shares.

The excluded partner must transfer all of their shares within ten calendar days of the exclusion decision to any person designated as provided above.

The repurchase price of the excluded partner's shares is set by mutual agreement between the parties; failing such agreement, it is determined in accordance with Article 1843-4 of the French Civil Code. Payment must be made within thirty calendar days of the decision setting the price.

ARTICLE 23 – NULLITY OF SHARE TRANSFERS

All transfers of shares made in violation of the provisions of Articles 17, 18, and 19 of these bylaws are null and void.

Furthermore, such a transfer constitutes just cause for exclusion. TITLE 5 - COMPANY ADMINISTRATION

ARTICLE 24 – PRESIDENT OF THE COMPANY

The Company is represented in its dealings with third parties, managed, and administered by a Manager, who may be a natural or legal person, a shareholder or not, of the Company.

Appointment

The first Manager of the Company is appointed in accordance with these articles of association. During the Company's existence, the Manager is appointed by a collective decision of the shareholders.

When the Manager is a legal entity, it must appoint a permanent representative who is a natural person.

Term of Office

The Manager is appointed for an unlimited term.

In the event of the death, resignation, or incapacity of the Manager to perform their duties for a period exceeding three months, a replacement manager is appointed by a collective decision of the shareholders for the remainder of the term.

Removal

The Manager may only be removed for serious cause. Removal is decided by a unanimous collective decision of the partners other than the Manager. Any removal occurring without serious cause being established entitles the Manager to compensation.

Remuneration

The Manager's remuneration is set annually by a collective decision of the partners.

Powers

The Manager directs the Company and represents it in dealings with third parties. In this capacity, the Manager is vested with all necessary powers to act in all circumstances on behalf of the Company, within the limits of the company's purpose and the areas expressly reserved by law and these articles of association to the partners as a whole.

The Manager may, under their own responsibility, delegate powers to any third party for one or more specific purposes. The Company is bound even by the actions of the Manager that fall outside its corporate purpose, unless it proves that the third party was aware of the breach of corporate purpose or could not have been unaware of it given the circumstances; the publication of the articles of association alone cannot constitute such proof.

ARTICLE 25 – MANAGING DIRECTOR

Appointment

A Managing Director of the Company may be appointed by decision of the Manager.

When this Managing Director is a legal entity, it must appoint a permanent representative who is a natural person.

Term of Office

The term of office of the Managing Director is set in the appointment decision and may not exceed that of the Manager.

Representation of the Company

The Managing Director has the power to represent the Company in its dealings with third parties.

It is specified that the Company is bound even by the actions of the Managing Director that do not fall within the company's corporate purpose, unless it provides proof that the third party was aware of the breach of the corporate purpose or could not have been unaware of it given the circumstances; the mere publication of the articles of association is insufficient to constitute such proof.

Removal

The Managing Director may be removed at any time and without the need for just cause by a decision of the Manager.

Removal does not entitle the Managing Director to any compensation.

ARTICLE 26 – EMPLOYEE REPRESENTATION

The employee representatives of the Works Council exercise the rights provided for in Article L 2323-62 of the French Labor Code with the Manager.

The Works Council must be informed of collective decisions under the same conditions as the shareholders.

Requests for the inclusion of draft resolutions submitted by the Works Council must be sent by a representative of the Works Council to the Managing Director.

These requests, which must be accompanied by the text of the draft resolutions, may be sent by any written means. They must be received at the registered office at least 30 days before the date set for the shareholders' decision.

ARTICLE 27 – AGREEMENTS BETWEEN THE COMPANY AND ITS OFFICERS

Any agreement entered into, directly or indirectly, between the Company and its

Manager, one of its officers, one of its shareholders holding more than 10% of the voting rights, or, if it is a related company, the Company controlling it within the meaning of

Article L 233-3 of the French Commercial Code, must be brought to the Manager's attention within one month of its conclusion.

The Manager presents the shareholders with a report on the conclusion and performance of agreements

during the past financial year.

The shareholders vote on this report during the collective decision approving the financial statements for that financial year.

Every shareholder has the right to obtain a copy of agreements relating to routine operations concluded under normal market conditions.

The prohibitions set forth in Article L 225-43 of the French Commercial Code apply to the Manager and the Company's officers.

ARTICLE 28 – AUDITORS

The shareholders shall appoint, when required by law and regulations, for the term, under the conditions, and with the mission defined by law,

particularly with regard to the audit of the company's accounts, one or more statutory auditors and one or more alternate statutory auditors.

When the appointment of a statutory auditor and an alternate statutory auditor remains optional, it is the responsibility of the shareholders, acting under the conditions required for ordinary or extraordinary resolutions, to

make such appointments, if they deem it appropriate.

Furthermore, the appointment of a statutory auditor may be requested in court by one or more shareholders representing at least one-tenth of the share capital.

The auditors must be invited to participate in all collective decisions under the same conditions as the shareholders.

TITLE 7 - DECISIONS OF THE SOLE SHAREHOLDER OR COLLECTIVE DECISIONS OF THE SHAREHOLDERS

ARTICLE 29 – MANDATORY COLLECTIVE DECISIONS

The shareholders as a whole have sole authority to make the following decisions:

- transformation of the Company;

- modification of the share capital: increase (subject to any delegations it may grant, under the conditions provided by law), amortization, and reduction;

- merger, division, partial transfer of assets;

- dissolution;

- appointment of the auditors;

- appointment, remuneration, and removal of the manager;

- approval of the annual accounts and allocation of profits;

- approval of agreements entered into between the Company and its directors or shareholders;

- amendment of the articles of association, except for the transfer of the registered office;

- Appointment of the Liquidator and decisions relating to liquidation operations;

- Approval of transfers of shares;

- Exclusion of a partner.

ARTICLE 30 – MAJORITY RULES

Decisions taken unanimously

The collective decisions listed below must be adopted unanimously by the partners entitled to vote:

- those requiring unanimity by law;

- the extension of the company's term;

- the dissolution of the company.

Partners' collective decisions other than those listed above are adopted by a majority vote of the partners entitled to vote, present or represented.

ARTICLE 31 – PROCEDURES FOR COLLECTIVE DECISIONS

Collective decisions are taken upon convocation or at the initiative of the Manager.

They result from a meeting or minutes signed by all partners.

They may also be made by any means of electronic telecommunication.

During the Company's liquidation period, collective decisions are made upon convocation or at the initiative of the Liquidator.

Every shareholder has the right to participate in collective decisions, either personally or by proxy, or remotely, electronically, under the conditions provided by law and these articles of association, regardless of the number of shares they hold. They must provide proof of identity and of the registration of their shares in their account on the date of the collective decision at least three business days before the meeting, at midnight, Paris time.

No transfer of ownership of securities occurring during this three-business-day period will be taken into account.

ARTICLE 32 - SHAREHOLDERS' MEETINGS

Shareholders shall meet in general meeting upon convocation by the Manager at the registered office or at any other location specified in the notice of meeting.

However, any shareholder holding more than 10% of the share capital may request the convening of a general meeting.

Pursuant to Article L 2323-67 of the French Labor Code, the Works Council may apply to the court for the appointment of a representative to convene the shareholders' general meeting in case of emergency.

The notice of meeting shall be given by any means of written communication at least 30 days before the date of the meeting. It shall state the agenda.

However, the meeting may be held without delay if all shareholders consent.

The meeting shall be chaired by the Manager or, in their absence, by a shareholder designated by the meeting. At each meeting, the meeting manager may choose to prepare an attendance sheet listing the identity of each partner, the number of shares they hold, and the number of votes they possess.

This sheet will be certified after being initialed by the partners present or their representatives.

Partners may be represented at the meeting by another partner or by a third party. Proxies may be given by any written means, including fax.

In the case of remote voting using an electronic voting form, or a proxy vote given by electronic signature, this must be carried out in accordance with the conditions stipulated by current regulations, either in the form of a secure electronic signature as defined by Decree No. 2001-272 of March 30, 2001, or in the form of a reliable identification process guaranteeing its connection to the document to which it relates.

The Meeting Manager shall prepare minutes of the proceedings, which must include the information stipulated in the following article.

ARTICLE 33 – MINUTES OF COLLECTIVE DECISIONS

Collective decisions made at a meeting must be recorded in writing in minutes entered in a special register or on numbered loose-leaf pages. The minutes shall be signed by the Meeting Manager and the members present.

The minutes must indicate the date and location of the meeting, the full name and title of the Meeting Manager, the identity of the members present and represented, the documents and information previously provided to the members, a summary of the discussions, as well as the text of the resolutions put to a vote and, for each resolution, the vote of each member.

In the case of a collective decision resulting from the unanimous consent of all members expressed in a document, this document must mention the documents and information previously provided to the members. It is signed by all partners and transcribed in the special register or on the numbered loose sheets referred to above.

ARTICLE 34 – PRIOR INFORMATION OF PARTNERS

Regardless of the consultation method, all decisions of the partners must be preceded by prior information including all documents and information enabling the partners to make an informed decision on the resolution(s) submitted for their approval.

When collective decisions must be made pursuant to the law concerning the report(s) of the Manager and/or the Auditors, the report(s) must be provided to the partners 15 days before the date of the minutes of the partners' decision.

The partners may, at any time but provided that they do not hinder the proper functioning of the Company, consult at the registered office, and, where applicable, make copies, for the last three financial years, of the company registers, the inventory and annual accounts, the profit and loss statement for the last five financial years, the consolidated accounts, if applicable, the management reports of the Managing Director and the reports of the Statutory Auditors.

With regard to the collective decision approving the annual accounts, the partners may obtain, at the Company's expense, the annual accounts and, where applicable, the consolidated accounts for the last financial year.

ARTICLE 35 – PARTNERS' RIGHT TO ACCESS INFORMATION

The partners' right to access information, the nature of the documents made available to them, and the procedures for making them available or sending them are exercised under the conditions provided for by law and regulations.

TITLE 8 - ANNUAL ACCOUNTS - ALLOCATION OF PROFITS

ARTICLE 36 – PREPARATION AND APPROVAL OF ANNUAL ACCOUNTS

The Manager prepares the annual accounts for the financial year.

Within six months of the close of the financial year, the shareholders must collectively approve the annual accounts, having reviewed the management report and the reports of the auditor(s), if the company has one.

When consolidated accounts are prepared, they are presented, along with the group management report and the auditors' reports, at this collective meeting.

ARTICLE 37 – ALLOCATION AND DISTRIBUTION OF PROFITS

1. Every share, in the absence of a specific class of shares, or every share of the same class otherwise, entitles the holder to a net share proportional to the proportion of capital it represents, in profits and reserves or in the company's assets, during the existence of the Company and in the event of liquidation. Each share bears the Company's losses in the same proportion.

2. After approval of the financial statements and verification of the existence of distributable profit, the shareholders decide on its distribution, in whole or in part, or its allocation to one or more reserve accounts, the allocation and use of which they determine.

3. The shareholders may decide to distribute any sum taken from retained earnings or available reserves, expressly indicating the reserve accounts from which these withdrawals are made. However, dividends are taken primarily from the distributable profit for the financial year. The collective decision of the partners or, failing that, the Manager, determines the terms of payment of the dividends.

TITLE 9 - LIQUIDATION - DISSOLUTION - DISPUTES

ARTICLE 38 – DISSOLUTION – LIQUIDATION OF THE COMPANY

The Company is dissolved in the cases provided for by law or in the event of early dissolution decided by a collective decision of the partners.

The collective decision of the partners that records or decides on the dissolution appoints one or more Liquidators.

The Liquidator, or each of them if there are several, represents the Company. They have the best powers to realize the assets, even amicably. They are authorized to pay the company's creditors and to distribute the available balance among the partners.

The partners may authorize the Liquidator to continue the company's ongoing business and to undertake new business solely for the purposes of the liquidation.

The net proceeds of the liquidation, after settlement of liabilities, are used for the full reimbursement of the paid-up and unamortized capital of the shares.

Any surplus is distributed among the partners in proportion to the number of shares held by each of them.

Any losses are borne by the partners up to the amount of their contributions.

If all the shares are held by a single shareholder, the dissolution of the Company results, when the sole shareholder is a legal entity, in the universal transfer of all assets to the sole shareholder, without the need for liquidation, in accordance with the provisions of Article 1844-5 of the French Civil Code.

ARTICLE 39 – DISPUTES

Disputes relating to company matters, arising during the Company's existence or during its liquidation, between the partners or between a partner and the Company, shall be submitted to the Commercial Court of the jurisdiction where the registered office is located.

TITLE 10 - APPOINTMENT OF CORPORATE BODIES - ACTS TAKEN FOR THE COMPANY IN FORMATION

ARTICLE 40 – APPOINTMENT OF OFFICERS

Appointment of the Manager

The Manager of the Company, appointed under these Articles of Association for an unlimited term, is:

Ms. MESUTOGLU Ilayda, born on January 27, 1996, in Kadikoy, Türkiye, residing at 80/6

Maden Mahallesi Cinar Caddesi 34970 BUYUKADA - TÜRKİYE, of Turkish nationality.

She declares that she accepts the aforementioned position and meets all the requirements of the law and regulations for its exercise.

ARTICLE 41 – APPOINTMENT OF THE INITIAL AUDITORS

The Company does not exceed the thresholds set by law and has not appointed any Auditors for the Company.

ARTICLE 42 – PUBLICATION FORMALITIES – REGISTRATION

Full powers are hereby granted to the bearer of an original copy of this document to carry out the

publication, filing, and other formalities necessary to register the

Company with the Trade and Companies Register.

Done in PARIS, on August 8, 2025

In as many copies as required by law

A handwritten signature in blue ink, consisting of several fluid, connected strokes, positioned at the bottom center of the page.