



Proxy¹

The undersigned (name and first name/name of the company):

.....

Residing at/with its registered office at:

.....

.....

Owner of ordinary shares of the public limited liability company “Quest for Growth”

..... preferred shares of the public limited liability company “Quest for Growth”

(if you are not owner of the shares, please indicate your capacity²):

☐ Joint owner ☐ Bare owner ☐ Usufructuary ☐ Pledgor ☐ Pledgee

hereby appoints the following person as a proxyholder³:

Last name and first name:

.....

Address of domicile / registered office:

.....

.....

to whom he/she grants full powers to represent him/her at the extraordinary general meeting of shareholders of the company, that will take place on Monday December 29, 2025 at 11:00 AM at the registered office of the company, as well as at any meeting which could be held at a later date, due to delay or adjournment, with the same agenda.

¹ This power of attorney is not a proxy solicitation in the meaning of Articles 7:144 and 7:145 of the companies and associations.

² Pursuant to article 10 of the coordinated articles of association of the company, the exercise of voting rights attached to shares that are jointly owned should be exercised by a single person designated by all the co-owners. Where the share belongs to legal owners and usufructuaries, all rights including the voting right, shall be exercised by the usufructuary(ies). The voting rights attached to pledged shares are exercised by the owner-pledger.

³ The special proxyholder does not need to be a shareholder, but must attend the general meeting in person in order to represent the shareholder.





AGENDA:

- 1. Actual reduction of capital, in accordance with Article 7:209 of the Companies and Associations Code, in the amount of EUR 18,733,961.00, to bring it from EUR 148,298,945.16 to EUR 129,564,984.16, without cancellation of shares and by repayment in cash to the shareholders.**

Proposed resolution

The meeting decides to reduce the capital, in accordance with Article 7:209 of the Companies and Associations Code, by EUR 18,733,961.00, bringing it from EUR 148,298,945.16 to EUR 129,564,984.16, without canceling any shares.

The meeting decides that this capital reduction is intended to grant the shareholders an alternative form of compensation for their investment.

The meeting then decides that this capital reduction will be effected by repayment in cash to the shareholders of the Company in proportion to their participation in the Company, i.e. EUR 1.00 net per share in the Company.

The capital reduction will not be accompanied by the cancellation of existing shares in the Company, but will be borne equally by each share, and each share in the Company will represent the same proportion of the new capital of the Company after the capital reduction.

The amount of the actual capital reduction will be recorded as a debt of the Company, and the debt may only be paid out in accordance with the conditions set out in Article 7:209 of the Belgian Companies and Associations Code. No interest will be charged on the current account debt in question from the date of the extraordinary general meeting until the date of payment, regardless of the method of payment.

The board of directors is authorized to determine the procedure, formalities, and payment date for the distribution of the capital reduction in accordance with the applicable laws and regulations. The procedure, formalities, and payment date for the distribution of the capital reduction will be communicated by the Company in accordance with the applicable laws and regulations.

The right to reimbursement of the capital reduction will be represented by coupon no. 16, with corresponding arrangements for dematerialized securities and registered securities.

The shareholders declare that they have been informed by the undersigned notary of the content of Article 7:209 of the Companies and Associations Code, which provides that, in the event of a real capital reduction, creditors whose claims arose prior to the publication in the Annexes to the Belgian Official Gazette of the capital reduction decided upon in this process, have the right to demand security within two months of said publication for claims that have not yet fallen due at the time of publication. The company may defend itself against this claim by paying the debt at its value, after deduction of the discount. Consequently, no repayment may be made to the shareholders in the context of the capital reduction decided upon above as long as the creditors who have asserted their rights within the two-month period referred to above have not been satisfied.

Voting instruction:

☐ for

☐ against

☐ abstained

- 2. Determination of the completion of the capital reduction**

- 3. Amendment to the Articles of Association**

Proposed resolutions





In order to bring the articles of association into line with previous decisions, the meeting decides to replace Article 6 of the articles of association with the following text:

"The capital is set at one hundred twenty-nine million five hundred sixty-four thousand nine hundred eighty-four euros and sixteen cents (€129,564,984.16). It is represented by eighteen million seven hundred thirty-three thousand nine hundred sixty-one (18,733,961) shares, without par value. The shares are divided into two types, namely eighteen million seven hundred and thirty-three thousand four hundred and sixty-one (18,733,461) ordinary shares and five hundred (500) preference shares. Shares allocated by simple subscription in the event of a subsequent capital increase are ordinary shares. Only dividend-bearing shares exist."

With reference to the information document for shareholders prepared by the Company's board of directors, the general meeting also decides to make the following amendments to the articles of association:

- In Article 12.1, the addition of the following underlined words:
"Transfer by or to Capricorn Partners NV or subject to the written consent of Capricorn Partners NV. Free transfer. The transfer of shares by or to Capricorn Partners NV or subject to the prior written consent of Capricorn Partners NV (which may refuse, postpone, or impose conditions on such consent at its discretion) is not subject to any restrictions."
- In Article 43, paragraph 2, the change from 90% to 80%, as follows:
"The company undertakes to distribute at least eighty percent (80%) of the profit it has earned during the financial year, after deduction of remuneration, commissions, and expenses, following the creation of an unavailable reserve equal to the positive balance of the fluctuations in the fair value of the assets."
- In Article 56, the deletion of the entire second paragraph and the deletion of the number "56.1" in the first paragraph.

Voting instruction:

☐ for

☐ against

☐ abstained

4. Power of attorney for the coordination of the articles of association

Proposed resolution

The meeting grants the undersigned notary, or any other notary and/or employee of "Berquin Notaries" LLC, all powers to draw up, sign, and file the coordinated text of the Company's articles of association in the electronic database provided for this purpose, in accordance with the relevant legal provisions.

The undersigned notary points out that the coordinated articles of association of the Company can be consulted via the following website: <https://statuten.notaris.be>.

Voting instruction:

☐ for

☐ against

☐ abstained





5. Authorization to the board of directors to implement the decisions to be taken

Proposed resolution:

The meeting grants all powers to the board of directors to implement the decisions taken.

Voting instruction:

☐ for

☐ against

☐ abstained

In case new agenda items are being added at the request of shareholders:

☐ the proxyholder is entitled to vote on the new items added to the agenda

☐ the proxyholder should abstain

Date:

Only to be completed if the signatory is the shareholder himself (if not, see the boxes below):

Signature of the shareholder:

Only to be completed in case the shareholder is a legal person and the signatory is the legal representative of the shareholder:

Signature:

Name of the signator(y)(ies):

Title:

who certifies being authorised to sign this power of attorney for and on behalf of the shareholder identified on page 1.





PROXY

GENERAL MEETING

Quest for Growth NV, Privak/pricaf, public alternative investment fund (AIF) with fixed capital under Belgian law

Only to be completed in case the signatory signs in the capacity of or on behalf of the proxy holder of the shareholder⁴:

Signature:

Name of the signator(y)(ies):

.....

If the proxyholder is a legal entity:

Name of the proxyholder-legal entity:

.....

Title of the signator(y)(ies):

.....

The signator(y)(ies) certifies(y) being authorised to sign this proxy for and on behalf of the above-mentioned person.

The proxyholder is empowered to represent the undersigned at all meetings convened with the same agenda, to participate in all deliberations, to vote or abstain, to make all kinds of declarations, to accept or propose any amendment to the agenda, to sign all acts, minutes, attendance lists, registers and documents, to appoint a representative and in general carry out all that is necessary and useful for the execution of this proxy.

IMPORTANT NOTICE

In order to be valid, a copy of the proxy form must be submitted to the Company by e-mail (jelle.vandeputte@questforgrowth.com) or by post (Quest for Growth, for the attention of Jelle Van de Putte – Lei 19 box 3, 3000 Leuven) at the latest on Tuesday December 23, 2025 at 23h59 (Belgian time). The signed originals must be handed to the proxyholder, who must on the day of the meeting hand them to the representatives of the Company in order to be admitted to the meeting.

Shareholders are invited not to give a proxy without designation of special representative and not to give a proxy to the persons mentioned in the footnote below.⁵

⁴ If the signatory of this proxy form is empowered to sign this form on behalf of the shareholder based on one or more underlying prox(y)(ies), the full 'chain of proxies' between the shareholder and the signatory of this form should be submitted to the company.

⁵ In case you appoint one of the following persons as a proxyholder: (i) the company itself, an entity controlled by it, a shareholder controlling the company or any other entity controlled by such shareholder; (ii) a member of the board of directors, of the corporate bodies of the company, of a shareholder controlling the company or of any other controlling entity referred to under (i); (iii) an employee or a (statutory) auditor of the company, of the shareholder controlling the company or of any other controlling entity referred to under (i); (iv) a person who has a parental tie with a physical person referred to under (i) to (iii) or who is the spouse or the legal cohabitant of such person or of a relative of such person, then special rules in relation to conflicts of interest will apply. Proxy forms returned to the company without indicating a proxyholder will be considered to be addressed to the board of directors, thereby also creating a potential conflict of interests.

