

MKB NEDSENSE N.V.
public limited liability company
with seat in Amsterdam
Brediusweg 33, 1401 AB Bussum, the Netherlands
Trade Register number 23092326
(the “**Company**”)

PROXY FORM

The undersigned:

name:

address / seat:

validly represented by (if applicable):

in his / her capacity as owner of _____ shares, of which:

Type of shares	Ordinary shares	Class A shares
Number of shares		

appoints as his / her / its proxyholder, each with power to act individually and with right of substitution:

- each lawyer, (candidate) civil law lawyer and paralegal working with De Brauw Blackstone Westbroek (“**De Brauw**”); or
- _____ (full name of a chosen proxy holder to be included),

(each a “**Proxyholder**”),

to attend the extraordinary general meeting of shareholders of the Company on behalf of the undersigned, which shall be held on Thursday 23 October 2025 at 09:00 CEST at Amersfoortsestraatweg 27, 1401 CV Bussum (Hotel NH Bussum Jan Tabak) (the “**EGM**”), with the agenda set out below, and with the additional rights as specified below.

Votes on the proposals included in the agenda set out below can only be cast for shares held by the undersigned on Thursday 25 September 2025, after the processing of all entries and deletions as of that date, being the record date of the EGM, and following the registration for the EGM in accordance with the procedure outlined in the convening notice, available on the Company's website (www.nedsense.nl).

To be valid this proxy must be received by the Company by Thursday 16 October 2025 at 17:00 CEST at the latest. Proxies received by the Company after the aforementioned date and time will not be taken into account.

Agenda and voting instructions EGM

Capitalized terms not defined herein have the meaning ascribed thereto in the agenda and shareholders circular, as published on the Company's website (www.nedsense.nl).

Agenda item 1: Opening and announcements

Agenda item 2: Proposal to approve the related proposals to the Asset Sale and repurchase of Class A Shares, as part of the Reverse Listing, subject to the adoption of the Proposed Reversed Listing Resolution (*voting item*)

In favor

☐

Against

☐

Abstention

☐

Agenda item 3: Proposal to approve all other related proposals to the Reverse Listing, subject to the adoption of the Asset Sale Resolution (*voting item*)

In favor

☐

Against

☐

Abstention

☐

Agenda item 4: The Company's reservation and dividend policy, following the Effective Time (*discussion item*)

Agenda item 5: Change of the Company's corporate governance structure, following the Effective Time (*discussion item*)

Agenda item 6: Closure of the meeting

Powers of Proxyholder(s)

The Proxyholder(s) is/are hereby granted the power to take the following actions on behalf and for the account of the undersigned:

- (a) to attend the EGM;
- (b) to attend any other meeting having the same agenda, should the first meeting be rescheduled or should it not have been properly convened;
- (c) to vote or abstain from voting on all proposals relating to the agenda items in accordance with the instructions given to the Proxyholder above;
- (d) to sign any minutes, attendance sheet, register, deed or document concerning the above and, in general, to do all that is necessary or useful to implement this proxy; and
- (e) all other actions that the undersigned is entitled to perform during the EGM.

Instructions to Proxyholder(s)

The undersigned hereby expressly instructs the Proxyholder(s) to vote on the shares as specified above and in accordance with the voting instructions included above.

Indemnification of the Proxyholder(s)

The undersigned hereby undertakes to indemnify the Proxyholder(s) for any liability which they may incur in relation to any act carried out for the purposes of implementing this proxy, provided the Proxyholder(s) have respected the scope of their powers. Moreover, the undersigned undertakes not to seek the nullity of any resolution approved by any Proxyholder(s) and not to seek damages from the Proxyholder(s), provided the latter have respected the scope of their powers. Any liability of De Brauw or any person affiliated with De Brauw in connection with this proxy is limited in accordance with article 1.4 (a) – (c) of De Brauw's general conditions and articles 1.4 (d) (Indemnification) and 1.8 (Governing law; complaints and disputes) of those general conditions apply. For the purposes of those articles, "the client" should be read as: the person granting this proxy, and "the agreement for services" should be read as: De Brauw's liability. The undersigned confirms that the undersigned has been given the opportunity to take note of De Brauw's general conditions (which can be found on <https://www.debrauw.com/general-conditions/> and will be sent on request).

Executed on _____ 2025

Name:
capacity: shareholder