



The company under the corporate name “QUALITY & RELIABILITY HIGH TECHNOLOGY APPLICATIONS INDUSTRIAL AND COMMERCIAL SOCIETE ANONYME” and the distinctive title “QUALITY AND RELIABILITY S.A.” (hereinafter the “Company”) informs the investment community, in accordance with the provisions of Law 3556/2007 (article 3 par. 1 item (ιστ)(ββ) and article 21), Regulation (EU) 596/2014 of the European Parliament and of the Council on market abuse and the Athens Exchange Regulation, as in force, of the following:

The Extraordinary General Meeting of the shareholders of the Company held on 30.03.2026 resolved to establish a share disposal program for the members of the Board of Directors, and executives of the Company in the form of stock options (hereinafter the “Program” or “Stock Option Plan”), in accordance with article 113 of Law 4548/2018. The duration of the Program was set at up to one (1) year, i.e. until 2027.

The implementation of the Program was resolved to be effected through the acquisition of treasury shares by the Company, in accordance with article 49 of Law 4548/2018, in conjunction with article 113 of the same law.

Furthermore, pursuant to the above resolution of the Extraordinary General Meeting, it was determined that the total nominal value of the shares to be allocated under the Program shall not exceed one tenth (1/10) of the Company’s paid-up share capital as of the date of the resolution of the Extraordinary General Meeting held on 30.03.2026.

In addition, the share allocation price range under the Stock Option Plan was set with a minimum limit of €0.50 per share and a maximum limit of €2.50 per share.

Furthermore, it was resolved that the shares to be allocated under the Program shall be subject to a one (1) year lock-up period.

Moreover, the above General Meeting resolved that the further determination of the beneficiaries of the Stock Option Plan shall be made by the Board of Directors of the Company, based on the performance of the executives concerned, their contribution to the development and progress of the Company, as well as market conditions and data. Furthermore, the above General Meeting authorized the Board of Directors of the Company to determine any other term of the Stock Option Plan within the above framework and to proceed with all necessary actions for the implementation of the above resolution in accordance with the Law.

Following the above resolution of the Extraordinary General Meeting of the shareholders of the Company dated 30.03.2026, the Board of Directors, by its resolution dated 13.05.2026, determined the Beneficiaries and the specific terms of the Program in accordance with article 113 of Law 4548/2018, the main terms of which are the following:

## **1. Description of the Program**

1.1 The establishment of the Program forms part of the Company's broader remuneration and benefits system and constitutes part of the long-term incentives granted to its executives. The purpose of the Program is to acknowledge and reward the contribution of executives to the achievement of the Company's medium-term and long-term strategic objectives, as well as to strengthen their commitment, trust and long-term cooperation with the Company. The Program is addressed to selected executives of the Company (executives and/or directors, as specifically defined in article 3.1 herein, hereinafter the "Beneficiaries"), whose contribution is considered particularly significant for the implementation of the business strategy and the achievement of the corporate objectives.

1.2 Within the framework of the Program, stock options shall be granted to the Beneficiaries, pursuant to which they acquire the right to obtain shares of the Company under the terms and conditions set out in this Program (hereinafter the "Rights"). The shares corresponding to the Rights shall derive from treasury shares acquired by the Company in accordance with article 49 of Law 4548/2018, in conjunction with article 113 of the same law.

1.3 The activation of the Program is linked to the performance of the Beneficiaries within the Company, taking into account specific criteria such as the achievement of certain targets (KPIs), as applicable.

1.4 The Program shall be implemented and carried out in accordance with the provisions of article 113 of Law 4548/2018, as currently in force.

## **2. Duration of the Program**

The duration of the Program is set at up to one (1) year. The Beneficiaries may exercise their Rights in whole or in part in accordance with the provisions of article 5 hereof.

The Board of Directors reserves the right to amend this term and determine a shorter duration for the Program at any time, within the limits set by the Extraordinary General Meeting of 30.03.2026.

## **3. Beneficiaries of the Program and Number of Shares**

3.1 The Program shall include members of the Board of Directors and executive officers of the Company (currently, 9 persons), whose contribution is of utmost and decisive

importance both for the achievement of the Company's objectives and its overall development and progress, as well as for maintaining its competitive position in the market in which it operates.

More specifically, the following executives of the Company shall participate in the Program:

- Director of Corporate Strategy
- Chief Integration Officer
- Chief Financial Officer
- Chief Commercial Officer
- Director of Operations
- Banking & Financial Services CTO
- Director of Strategic Bids & Presales
- Director of SAP Architecture & Governance
- Internal Auditor

3.2 The maximum number of shares that may be allocated under the Program amounts to 3,537,774 shares, which shall derive from treasury shares acquired or held by the Company in accordance with article 49 of Law 4548/2018.

The number of Rights granted to each Beneficiary shall be specifically determined in the stock option certificates to be issued and delivered by the Board of Directors of the Company to the Beneficiaries before or upon the vesting date of the Rights, in accordance with the terms of this Program.

3.3 The Board of Directors of the Company shall have exclusive authority, at its absolute discretion, to select the Beneficiaries to whom stock option certificates shall be granted, taking into consideration, among other things, the contribution of the specific Beneficiary to the Company's operations and performance, as well as the achievement of the objectives and fulfillment of the conditions set by the Board of Directors.

Such stock option certificates shall indicatively state:

- a) the details of the Beneficiary,
- b) the number of shares in respect of which the Rights are granted,
- c) the date of grant and vesting of the Rights,
- d) the exercise price of the Rights and acquisition price of the corresponding shares, and
- e) the relevant terms and procedure for exercising the Rights.

#### **4. Characteristics of the Rights and Shares**

4.1 The Rights granted to the Beneficiaries provide each of them with the ability to acquire a number of shares of the Company (hereinafter the “Shares”) equal to the number of Rights awarded to them.

The Shares to be delivered to the Beneficiaries upon exercise of the Rights shall derive from treasury shares acquired by the Company in accordance with the provisions of article 49 and article 113 of Law 4548/2018.

4.2 The Shares transferred to the Beneficiaries following the exercise of the Rights shall be ordinary registered voting shares and shall carry the same rights as the Company’s other shares.

4.3 The acquisition price of the Shares by the Beneficiaries upon exercise of the Rights shall be determined in relation to the acquisition price of the relevant Shares and shall be equal thereto or differ therefrom, within the range or based on criteria to be determined by the Board of Directors, on a case-by-case basis and within the limits set by the Extraordinary General Meeting dated 30.03.2026.

4.4 The Rights are strictly personal in nature and are granted exclusively to the Beneficiaries. They may not be transferred, assigned or encumbered with any security or other right in favor of third parties, nor may they constitute the object of any inter vivos transaction.

Any such act shall be null and void against the Company and shall automatically result in the forfeiture of the respective Rights.

#### **5. Vesting and Exercise of the Rights**

5.1 The Rights granted under the Program shall vest on the date on which the Beneficiaries are notified of the number of shares they may acquire upon exercise of their Rights, as specified in the relevant stock option certificates.

Following vesting, the Beneficiaries may exercise the Rights granted to them, in whole or in part, in accordance with the terms of this Program and within the period specified in article 5.3 below.

5.2 In order to exercise their Rights, each Beneficiary must submit a written declaration, based on the template to be provided by the Company, stating their intention to exercise the Rights in accordance with the terms of the Program, as well as the specific number of Shares in respect of which the Rights are exercised.

Such unilateral written declaration shall be notified to the Board of Directors of the Company and must be accompanied by:

a) The relevant stock option certificate representing the exercised Rights, or an exact copy thereof.

b) Proof of payment of the acquisition price of the Shares acquired upon exercise of the relevant Rights, to the special bank account of the Company previously notified to the Beneficiaries.

c) A declaration of the Beneficiary indicating the Investor Share Account number, the Securities Account number in the Dematerialized Securities System (DSS) and the Operator ID to which the corresponding shares shall be credited.

5.3 The deadline for submission of the declaration for the exercise of the Rights and payment of the corresponding exercise price shall commence on the date on which the relevant Beneficiary is notified of the number of shares they may acquire upon exercise of their Rights and shall expire fifteen (15) calendar days thereafter.

Withdrawal of a submitted declaration shall not be permitted. Any late submission shall be invalid and shall produce no legal effect.

5.4 The shares acquired by the Beneficiaries upon exercise of the Rights shall be subject to a mandatory lock-up period of one (1) year from the date of acquisition, during which transfer or any other disposal thereof shall not be permitted.

## **6. Exercise Conditions**

6.1 In order for the Beneficiaries to exercise the Rights in accordance with article 5.3 hereof, they must, at the time of exercise, remain executives of the Company (at the levels included in the Program).

6.2 In the event of voluntary resignation (provided that there has been good performance, compliance with corporate procedures and the non-compete obligation), the Beneficiary shall retain the Rights granted and not yet exercised at the time of resignation, subject to their exercise within the deadline provided in article 5.3 hereof, while all remaining Rights shall lapse.

6.3 In the event of termination of employment by the Company (provided that there has been good performance, compliance with corporate procedures and the non-compete obligation – good leaver), the Beneficiary shall retain the Rights granted and not yet exercised at the time of termination, subject to their exercise within the deadline provided in article 5.3 hereof.

6.4 In the event of termination of employment by the Company for cause attributable to the executive (bad leaver), including indicatively breach of contractual obligations (e.g. parallel

employment with another employer, breach of confidentiality obligations, etc.), termination due to commission of a criminal offence at least at misdemeanor level during employment, etc., the Program shall cease to apply to the specific Beneficiary and any unexercised Rights shall automatically lapse.

6.5 In the event of retirement due to age or total/partial disability (including early retirement), the Beneficiary shall retain the Rights granted and not yet exercised at the time of termination, subject to their exercise within the deadline provided in article 5.3 hereof.

6.6 In the event of death of a Beneficiary, the lawful heirs shall inherit the Rights granted as of the date of death, subject to exercise thereof within the deadline provided in article 5.3 hereof.

## **7. Acquisition of Treasury Shares**

7.1 For the implementation of this Program and the satisfaction of the Rights exercised by the Beneficiaries, the Company may acquire treasury shares in accordance with the provisions of article 49 of Law 4548/2018 and the resolution of the Extraordinary General Meeting of shareholders dated 30.03.2026.

The shares acquired pursuant to the above resolutions may be used to satisfy the Rights exercised by the Beneficiaries in accordance with the terms of this Program.

7.2 The acquisition of treasury shares shall be carried out under the responsibility of the Board of Directors of the Company, within the limits and under the conditions determined by the relevant resolution of the General Meeting and the applicable legislation.

## **8. Notifications**

All notifications/information/updates relating to the Program addressed to the Beneficiaries shall be served against receipt at the Beneficiary's business or residence address or at the email address already notified or to be notified by the Beneficiary to the Board of Directors.

## **9. Amendment of the Program**

9.1 The Program constitutes a voluntary benefit granted at the Company's discretion, reserving the Company's right to revoke, amend or terminate it at any time.

Any amendment/modification/revocation/termination of the Program shall in no event constitute a unilateral detrimental amendment to the employment terms of the Beneficiaries, and the Beneficiaries shall not be entitled to claim any form of compensation against the Company for any reason whatsoever.

9.2 In any case of amendment of the Program, the Board of Directors shall promptly notify the Beneficiaries in writing.

9.3 In the event of dissolution, bankruptcy or placement of the Company under any similar insolvency procedure, the Rights shall automatically lapse and the Beneficiaries shall have no claim whatsoever against the Company for any reason.

## **10. Governing Law**

The Program, the Rights and any matter relating to their interpretation shall be governed by Greek law.

The courts of Athens shall have exclusive jurisdiction for the resolution of any dispute arising therefrom.

This announcement is published by the Company in accordance with Regulation (EU) 596/2014 and the Athens Exchange Regulation.

It contains information falling within the meaning of inside information for the purposes of articles 7 et seq. of Regulation (EU) 596/2014 and article 27 par. 8 of Law 4443/2016.

For the purposes of Regulation (EU) 596/2014 and article 2 of Commission Implementing Regulation (EU) 2016/1055, the person responsible for the publication of this announcement on behalf of the Company is the Company's Shareholders' Service Department ([ir@qnr.com.gr](mailto:ir@qnr.com.gr) and +30 210 6691 141).