

## **RAKETECH EMPLOYEE SHARE INCENTIVE PLAN**

This employee share incentive plan (hereinafter called the “**ESIP**”) of RAKETECH GROUP HOLDING P.L.C. was established and approved by the annual general meeting of the Company on 16 May 2024.

The purpose of the ESIP is to provide for the granting of share options to senior management staff members and other key stakeholders and employees of the Company and of any Participating Company in accordance with the provisions (the “**Rules**”) set out below.

These Rules are effective as of the Adoption Date (as hereinafter defined).

### **PREAMBLE**

- (i) WHEREAS the Raketech Group (as hereinafter defined) intends to continue growing, both in size and revenue and in order to maintain and sustain such growth, the Raketech Group has agreed to launch the ESIP in order to encourage senior management staff and key stakeholders and employees of the said Raketech Group to remain committed thereto;
- (ii) WHEREAS, in terms of the ESIP, Raketech Group shall grant selected persons the option to acquire shares in the Company at a later date and at a pre-determined price, subject to the provisions set out in this ESIP.

### **1. Definitions and interpretation**

- 1.1 In these Rules, unless the context otherwise requires, the following interpretation is to be attributed to the terms listed below:

“**Acceptance Date**” refers to the date stipulated in the Notice of Grant of Option by which the ESIP Participant should notify the Company of his/her acceptance of the Option;

“**Acceptance Notice**” refers to the notice in writing to be delivered by the ESIP Participant to the Company notifying his/her intention to accept the Option and is set out in Schedule ‘B’ hereof;

“**Adoption Date**” means the date of adoption of the ESIP, this being the 16 May 2024;

“**Arbitration Act**” means the Arbitration Act, Chapter 387 of the laws of Malta and shall include any subsidiary legislation that may from time to time be in force pursuant to the provisions of the said Arbitration Act;

“**Asset Sale**” means the completion of any transaction, or series of related transactions, whereby any *bona fide* third party or parties acting together (not being a person or persons connected to any of the shareholders) acquire(s) by way of sale, lease, license or other form of transfer or assignment, the whole, or substantially the whole, of the business and assets of the Raketech

Group but does not include a *bona fide* internal reorganisation of the assets of the Raketech Group where title to such assets does not pass to a third party outside the Raketech Group or the granting or delivery of security to secure a *bona fide* loan to one or more Raketech Group Companies;

“**Board**” shall refer to the Board of Directors of the Company;

“**Business Day**” means any day, except for Saturdays, Sundays, bank holidays and public holidays in Malta and the term “Business Days” shall be construed accordingly.

“**Companies Act**” means the Companies Act, Chapter 386 of the laws of Malta and shall include any subsidiary legislation that may from time to time be in force pursuant to the provisions of the said Companies Act;

“**Company**” refers to Raketech Group Holding p.l.c., a public limited liability company registered under the laws of Malta, bearing company registration number C77421 and having its registered office at SOHO Office (The Strand), Fawwara Building, Triq l-Imsida il-Gzira, Malta;

“**Date of Grant**” refers to the date stated on the Option Certificate being the date on which the ESIP Participant shall be deemed to have been granted the Option in terms of these Rules;

“**Defaulting ESIP Participant**” refers to any ESIP Participant who is indicated as being a Defaulting ESIP Participant in relation to an Event of Default, in terms of Rule 8 hereof;

“**ESIP**” refers to the employee share incentive plan of the Company established in terms of these Rules and shall not refer to any other employee share scheme that has or may be established by the Company or the Raketech Group;

“**ESIP Participant**” refers to any employee of the Company or any Participating Company who shall be nominated by the Board as being eligible for the ESIP, subject to the provisions of these Rules;

“**Event of Default**” shall refer to any of the scenario contemplated in Rule 8.1 hereof;

“**Exit Event**” means an Asset Sale or a Share Sale;

“**Exit Event Date**” means the date specified by the Board in the Exit Event Notice;

“**Exit Event Notice**” refers to the notice in writing, as set out in Schedule ‘E’ hereof, delivered by the Company to an ESIP Participant setting out the Exit Event Date;

“**Extraordinary Resolution**” shall have the meaning attributed to such term in the Company’s Memorandum and Articles of Association;

“**ITA**” means the Income Tax Act, Chapter 123 of the laws of Malta and shall include any subsidiary legislation that may from time to time be in force pursuant to the provisions of the Income Tax Act;

“**ITMA**” means the Income Tax Management Act, Chapter 372 of the laws of Malta and shall include any subsidiary legislation that may from time to time be in force pursuant to the

provisions of the Income Tax Management Act;

**“Memorandum and Articles of Association”** shall refer to the revised and updated Memorandum and Articles of Association of the Company as registered as at that date with the Maltese Registrar of Companies and shall, for all intents and purposes, include any changes thereto which do not require the submission of an updated version of the memorandum and articles of association;

**“Notice of Grant of Option”** refers to the notice in writing to be delivered by the Company to the ESIP Participant notifying of the grant of the Option and is set out in Schedule ‘A’ hereof;

**“Option”** shall refer to the share option constituted and established by Rule 3 of these Rules and in terms of which ESIP Participants are granted the right, but not the obligation, to subscribe for any or all of the Option Shares at the Option Price and in the manner and in accordance with the Vesting Schedule and/or Rule 6 hereof;

**“Option Certificate”** is set out in Schedule ‘C’ hereof, which Option Certificate is to be delivered to the ESIP Participant in terms of Rule 4.4 once the ESIP Participants notifies the Company via the Acceptance Notice of his/her intention to accept the Option;

**“Option Exercise Notice”** refers to the notice in writing to be delivered by the ESIP Participant to the Company notifying it of the intention to exercise his/her right to subscribe for all or part of the Option Shares that have vested in the ESIP Participant in accordance with the Vesting Schedule and/or Rule 6 hereof and which is set out in Schedule ‘D’ hereof;

**“Option Price”** shall have the meaning specified in Rule 7 hereof;

**“Option Shares”** shall refer to the maximum number of Shares that may be acquired and/or issued to the ESIP Participant upon the exercise of the Option and in accordance with the Vesting Schedule and/or Rule 6 hereof, as specified in the Notice of Grant of Option;

**“Option Exercise Window”** means the period of six (6) months following the third anniversary from the Date of Grant;

**“Participating Company”** shall refer to the Company and to any other company in which the Company owns, directly or indirectly, more than fifty percent (50%) of the issued share capital;

**“Parties”** shall refer to any interested party in terms of these Rules;

**“Raketech Group”** shall be deemed to refer to the Company and to any other Participating Company;

**“Shares”** shall refer to ordinary shares in the Company which Shares shall entitle the holder thereof to the rights specified in the Company’s Memorandum and Articles of Association;

**“Share Sale”** means the completion of any transaction, or series of related transactions, pursuant to which any *bona fide* third party or parties acting together (not being a person or persons connected to any of the shareholders) acquire(s), or acquire(s) control of all the Shares in the Company, including without limitation mergers, consolidations and all other similar

transactions but does not include a *bona fide* reorganization involving the imposition of one or more holding companies which reorganisation does not produce any change in the proportion of Shares in the Company beneficially held, directly or indirectly, by each of the members;

“**Vested Portion**” means that portion of the Option that has vested in the ESIP Participant in line with the Vesting Schedule and/or as established by Rule 6 of these Rules

“**Unvested Portion**” means the portion of the Options other than the Vested Portion;

“**Vesting Schedule**” refers to the prescribed dates and portions set out in “Schedule ‘F’” hereof and in terms of which the Option, or part thereof, shall vest with the ESIP Participant;

1.2 Other terms used in these Rules are defined in the context in which they are used and shall have their respective meanings there indicated.

1.3 In these Rules, references to Schedules are to the schedules to these Rules.

1.4 The headings in these Rules are for convenience only and shall not impact on its interpretation.

1.5 Any reference in these Rules to the singular includes, where the context so admits, a reference to the plural and any reference to any gender includes a reference to the other gender.

1.6 In these Rules, references to an enactment or statutory provision shall be deemed to include that enactment or statutory provision as amended, varied or re-enacted from time to time.

1.7 Any reference to a person includes any individual, company, partnership or unincorporated association (whether or not having a separate legal personality).

1.8 A company includes any company, corporation or any body corporate, wherever incorporated.

## **2. Eligibility**

2.1 The ESIP is available to the ESIP Participants, being employees (or having in place a contractual relationship in a different form) of any Participating Company, as may be determined by the Board from time to time.

2.2 No person shall be entitled – without any prior decision of the Board – to participate in the ESIP and the final decision as to who shall have the opportunity of participating and the time and extent of his/her participation shall, subject to these Rules, be subject to the approval of the Board.

## **3. Grant of Option**

3.1 The Company may, at any time following the Adoption Date, grant to the ESIP Participants the right, but not the obligation, to subscribe for any or all of the Option Shares at the Option Price, subject to the terms and conditions as set out in the Notice of Grant of Option and these Rules.

3.2 The Company shall, in the Notice of Grant of Option, notify the ESIP Participant of:

3.2.1 the maximum number of Option Shares granted to him/her;

3.2.2 the manner in which the Option Shares may be vested in accordance with the Vesting Schedule and subject to Rule 6.1 hereof;

3.2.3 the Option Price; and

3.2.4 the mode of acceptance and the Acceptance Date.

3.3 The aggregate number of Option Shares made available in terms of the Option established in terms of this ESIP shall not, in the aggregate, exceed 2.5% per cent of the share capital and votes of the Company (including the newly issued Shares).

#### **4. Acceptance of Option**

4.1 The ESIP Participant shall, by not later than the Acceptance Date, notify the Company, by means of an Acceptance Notice, of his/her intention to accept the Option, subject to the terms and conditions set out in these Rules.

4.2 Save as otherwise may be determined by the Board, unless such Option is duly accepted on or before the Acceptance Date, such offer (and any rights associated therewith) shall be deemed to have automatically lapsed.

4.3 By executing the Acceptance Notice, the ESIP Participant agrees to the terms and conditions of the Option as set out in these Rules and in the Notice of Grant of Option.

4.4 Upon receipt by the Company of the Acceptance Notice, the Company shall provide the ESIP Participant with an Option Certificate establishing the Date of Grant of the Option.

#### **5. Non-Assignment of Option**

5.1 Save as otherwise may be provided for in these Rules or as may otherwise be determined by the Board, the Option, including any right emanating therefrom, may not be assigned, settled on trust or otherwise transferred nor may any charge be created over it. In the event of non-compliance with this Rule 5.1, whether voluntary or involuntary, the Option shall irrevocably lapse and terminate and the ESIP Participant or other interested party shall not have any claim against the Company and/or the Raketech Group.

5.2 Save as otherwise may be provided for in these Rules or as may otherwise be determined by the Board, in the event that, for any reason whatsoever, including the termination or cessation of the community of acquests, if any, of the ESIP Participant, any rights over the Option Shares are transferred to the spouse of the ESIP Participant and/ or to the heirs of the ESIP Participant or his/ her spouse, such event shall also result in an irrevocable lapse of the Option and similarly, the ESIP Participant or other interested party shall not have any claim against the Company and/or the Raketech Group.

#### **6. Exercise of Option**

6.1 Without prejudice to Rule 6.3 hereof, the Option granted under the ESIP shall vest at such times and in such installments as provided in the Vesting Schedule attached hereto and subject to the terms and conditions established in these Rules.

6.2 Save as otherwise is provided herein, the ESIP Participant shall be entitled to exercise the Vested Portion of the Option in the manner and subject to the terms set out herein. For the avoidance of doubt, the ESIP Participant shall not be entitled to exercise any Unvested Portion of the Option.

- 6.3 Upon the occurrence of an Exit Event, the Board, in its absolute discretion, may resolve that the Unvested Portions (in whole or in part) be deemed as Vested Portion as from the Exit Date.
- 6.4 The Vested Portion of the Option shall, in each case, be exercised by the ESIP Participant by serving an Option Exercise Notice indicating the number of the Vested Portion of Option Shares that he/she wishes to subscribe to, accompanied by the payment of an amount equal to the Option Price multiplied by such number of Option Shares that have vested and that the ESIP Participant wishes to subscribe to.
- 6.5 The Option shall be cumulative such that in the event that any part of the Vested Portion is not exercised, such Vested Portion of the Option Shares, shall continue to be exercisable, in whole or in part, until the expiration of the Option Exercise Window, following which the Option shall irrevocably lapse.
- 6.6 Save as otherwise agreed by the Board, the Option Shares shall be registered in the personal name of the ESIP Participant.
- 6.7 Following receipt of the relevant Option Exercise Notice, the Company will use its best efforts so that the Option Shares referred to in the Option Exercise Notice shall be duly registered in the name of the ESIP Participant within thirty (30) Business Days from receipt of all relevant information reasonably required by the Company from the ESIP Participant (including any proof of payment of the due price and the relevant information on the security accounts to which the shares are to be transferred and the relevant bank account with Euroclear).
- 6.8 Without prejudice to the generality of the foregoing, including but not limited to Rule 6.7 above, the Company warrants and undertakes, following receipt of the relevant Option Exercise Notice and the required ancillary documentation, to do all that is necessary in order to obtain all the necessary approvals and authorisations for the purposes of the transfer and/or allotment of the Option Shares to the relevant ESIP Participant.
- 6.9 The exercise of the Option shall be subject to the conditions set out in these Rules.
- 6.10 The Board shall, acting reasonably and fairly, determine whether or not the Option has been duly exercised in the manner laid down in these Rules.

## **7. Option Price**

- 7.1 The Option Price over all the Shares subject to the Option, shall amount to a price corresponding to 130 per cent of the volume-weighted average price of the Company's share as quoted on Nasdaq First North Premier during the period 10 trading days calculated as from and including 15 May 2024, per Share.

## **8. Lapse and Events of Default**

- 8.1 Save as provided in this Rule, the Option, including any right emanating therefrom, shall automatically and immediately lapse and be forfeited in any of the following scenarios and the ESIP Participant shall not have any claim whatsoever against the Company and/or the Raketech Group:

- 8.1.1 save as provided in Rule 4.2, where the offer is not duly accepted on or before the Acceptance Date;
  - 8.1.2 if the Option is not exercised before the expiration of the applicable Option Exercise Window;
  - 8.1.3 in respect of any Unvested Portion of the Option, when the ESIP Participant, being an employee of (or having a consultant relationship with) a Participating Company:
    - 8.1.3.1 gives or receives notice to terminate his/her employment or consulting agreement with the Participating Company (it being understood, for the avoidance of doubt, that it is relevant to this effect the date when the termination notice is sent, irrespective of the date when the termination becomes effective), unless the ESIP Participant remains and/ or becomes employed (or otherwise maintain a contractual relationship) with another Participating Company; or
    - 8.1.3.2 otherwise ceases to be employed with a Participating Company:

For the avoidance of doubt, the termination of employment of an ESIP Participant with a Participating Company as a result of an Exit Event shall not be considered to give rise to an Event of Default in terms of this Rule;
  - 8.1.4 upon the demise of the ESIP Participant; or
  - 8.1.5 in the event that Rule 5.1 hereof is not observed and/or in the event that the scenario contemplated in Rule 5.2 occurs.
- 8.2 Notwithstanding the occurrence of any of the events contemplated in Rule 8.1 above, the Board may, in its absolute discretion and by notice in writing, resolve that the ESIP Participant (or his lawful heirs) shall still be entitled to exercise the Option, in whole or in part, subject to the provisions of these Rules.

## **9. Transfer or Transmission of Option Shares**

- 9.1 The transfer and/or transmission of the Option Shares shall be regulated by the provisions contained in the Memorandum and Articles of Association.

## **10. Anti-Dilution**

- 10.1 In the event of any issue of shares or any consolidation or subdivision or reduction of the capital of the Company, the Board, in its discretion, may adjust the number of Option Shares subject to an Option and the Option Price for each of those Option Shares in such manner as confirms to be fair and reasonable, provided that:-
  - 10.1.1 the aggregate amount payable on the exercise of the Option in full is not increased; and
  - 10.1.2 the Option Price for an Option Share is not reduced below its nominal value.

For the avoidance of doubt, the Board has no obligation to make any such adjustment in the event contemplated in this Rule 10.1 and may determine, in its discretion, not to make any change to the number of Option Shares subject to an Option and the Option Price.

## **11. Warranties**

- 11.1 The Company hereby warrants that, as at the date of execution of this ESIP, the granting of the Option as well as the terms of this ESIP have been duly approved and binding on the Company.
- 11.2 The Company further warrants that it shall do all acts and execute all documents as shall be in its remit to procure that the Option Shares acquired by the ESIP Participant are duly issued and allotted to the ESIP Participant as soon as possible.

## **12. Taxation**

- 12.1 The Company or a Participating Company, as the case may be, may, in accordance with the provisions of the ITA/ ITMA, withhold such amount or make such arrangements as it considers necessary in order to meet any Malta tax liability arising in connection with the exercise of the Option by the ESIP Participant.
- 12.2 In the event that the Company or the Participating Company referred to in 14.1 above is not in a position to withhold the Malta tax, if any, due by the ESIP Participant in connection with the exercise of the Option, the liability to settle the said Malta tax liability will vest exclusively on the ESIP Participant.

## **13. Severability**

- 13.1 If any court determines that any of the provisions contained in this ESIP, or any part thereof, is invalid or unenforceable, the remaining provisions of this ESIP shall not thereby be affected and shall still be given the full effect, without regard to the invalid portions. Furthermore, if any court determines that any of the provisions contained in this ESIP, or any part thereof, is unenforceable because of the duration of such provision, such court shall have the power to reduce the duration of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced.
- 13.2 Furthermore, in the event that any court determines that any provision contained in this ESIP, or any part thereof, is invalid or unenforceable, the Parties bind themselves to agree on an alternative rule that achieves the same goal as the rule that was previously declared to be invalid or unenforceable.

## **14. General**

- 14.1 This ESIP shall be binding on the Parties to it and their respective successors.
- 14.2 The rights of the ESIP Participants under this ESIP shall be deemed personal and shall not be assignable in whole or in part.
- 14.3 This ESIP (together with the schedules attached hereto) constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to that subject matter:
- 14.4 Provided that any additional condition contained in the Company's Memorandum and Articles of Association relating to the subject matter discussed in these Rules shall continue to apply.



14.5 The Company may at any time by Extraordinary Resolution vary, amend or revoke any of the Rules of the ESIP in such manner as the Company may consider necessary provided that:

14.5.1 the purpose of the ESIP shall not be altered; and

14.5.2 no such variation, amendment or revocation shall, unless agreed to in writing by the ESIP Participant, increase the amount payable by any ESIP Participant or otherwise impose more onerous obligations on any ESIP Participant in respect of the exercise of an Option which has already been granted.

## 15. Notices and Service

15.1 Any notice or other information required or authorised by this ESIP to be given shall be given by:

15.1.1 delivering it by hand;

15.1.2 sending it by pre-paid post; or

15.1.3 sending it by electronic mail or comparable means of communication;

to the relevant parties at the addresses referred to in rule 15.4.

15.2 Any notice or information given by post in the manner provided by Rule 15.1.2 which is not returned to the sender as undelivered shall be deemed to have been given on the seventh day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

15.3 Any notice or information sent by electronic mail or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy of it is sent as provided in Rule 15.1.1 and Rule 15.1.2 to the relevant parties at the addresses referred to in Rule 15.4 within twenty-four (24) hours after transmission.

15.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this ESIP shall be effected by any Party by causing it to be delivered to the relevant Party at the following address:

**The Company** – at its registered office, or to such other address as the Company may notify the ESIP Participant in writing from time to time; and

**The ESIP Participant** – at the email address used by the ESIP Participant during his/her employment with the Participating Company or at the address communicated by the ESIP Participant to the Participating Company.

## 16. Miscellaneous

Each Party shall from time to time (both during the continuance of this ESIP and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this ESIP. This clause shall in no way be interpreted as impacting on the discretion granted to the Board in terms of these Rules.

**17. Proper law and Arbitration**

- 17.1 This ESIP shall be governed by and construed in accordance with the Laws of Malta.
- 17.2 In the case a dispute or disagreement arises between the Parties on any matter related to this ESIP, the Parties agree and undertake to refer such dispute or disagreement to a reputable audit firm in Malta to act as mediator in facilitating a consensual agreement taking into consideration the spirit underlying this ESIP.
- 17.3 If no or only partial consensual agreement is reached, the Parties agree that the matter shall be settled by arbitration. The arbitration shall take place under the Rules of Arbitration as established under the Malta Arbitration Act, as in force at the time the dispute is referred to it. The place of arbitration shall be in Malta. The language to be used in the arbitral proceedings shall be the English language.

**Schedule 'A'**

**Notice of grant of Option in terms of Rule 3 of the ESIP**

*[ON THE LETTERHEAD OF RAKETECH GROUP HOLDING P.L.C.]*

*[Name and address of ESIP Participant]*

Date:

**Re: EMPLOYEE SHARE INCENTIVE PLAN**

Dear *[insert name of ESIP Participant]*,

I am pleased to inform you that, in view of your relationship with the Raketech Group, the Board of Raketech Group Holding p.l.c. (the "**Company**") have nominated you as a person entitled to participate in the Employee Share Incentive Plan (the "**ESIP**"). Any capitalised words not specifically defined in this Notice shall have the same meaning as that attributed to them in the ESIP.

The Company hereby offers to grant you, upon and subject to the terms and conditions of the ESIP, an Option to subscribe for *[insert total number of Option Shares]* Option Shares in the Company (the "**Option**") in accordance with the Vesting Schedule, a copy of which is also enclosed herewith. For the purposes of the ESIP, such Option may be exercised, in whole or in part, in accordance with the Vesting Schedule and/or as provided in Rule 6 of the Rules.

If you wish to accept this offer, you must complete the Acceptance Notice and return a signed copy of the same to the Company by not later than \_\_\_\_\_ (the "**Acceptance Date**"), after which date this offer shall be deemed to have lapsed.

Upon receipt by the Company of the Acceptance Notice, the Company will provide you with an Option Certificate to confirm that you have been granted with the said Option on a specific date (the "**Date of Grant**").

Please note that you will only be entitled to exercise your Option at any time during the Option Exercise Window. or upon the occurrence of an Exit Event as provided for in Rule 6.3. The Company, however, reserves the right, at its absolute discretion, to shorten/accelerate such period, in which case you will be notified in writing.

We look forward to hearing from you.

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*[insert name]*

Director

**Raketech Group Holding p.l.c.**

**Schedule 'B'**

**Acceptance Notice in terms of Rule 4**

The Board of Directors

**Raketech Group Holding p.l.c.**

SOHO Office (The Strand), Fawwara  
Building, Triq l-Imsida il-Gzira, Malta

Date:

To whom it may concern,

I hereby confirm my acceptance of the offer of the Option.

I understand that the Option is subject to the terms and conditions set out in the ESIP and hereby agree and confirm to be bound by and to comply with the terms and conditions of the ESIP.

I further agree to the additional terms set out in the Notice of Grant of Option and hereby agree and confirm to be bound by and to comply with such terms.

\_\_\_\_\_  
*[insert name of ESIP Participant]*

**Acknowledgement of Acceptance Notice**

Acceptance of the offer to grant of the Option to purchase Option Shares in the Company is hereby acknowledged.

\_\_\_\_\_  
*[insert name]*

Director

**Raketech Group Holding p.l.c.**

Date:

**Schedule 'C'**

**Option Certificate in terms of Rule 4.4**

*[ON THE LETTERHEAD OF RAKETECH GROUP HOLDING P.L.C.]*

Certificate No.: *[Number]*      No. of Option Shares: *[Number]*

**RAKETECH GROUP HOLDING P.L.C.**

**Option Certificate**

This is to certify that, effectively on \_\_\_\_\_ (“**Date of Grant**”), *[Name]* has been granted, pursuant to provisions of the Employee Share Incentive Plan (the “**ESIP**”), an option to subscribe for *[insert total number of Option Shares]* Option Shares in the capital of Raketech Group Holding p.l.c. at the Option Price per share stipulated in the ESIP and in accordance with the Vesting Schedule and/or Rule 6.

**Terms and Conditions**

- (i) The Option is subject to and shall be exercisable on, the terms and conditions set out in the ESIP.
- (ii) Any capitalised words not specifically defined in this notice shall have the same meaning as that attributed to them in the ESIP.
- (iii) The Option and this Option Certificate are not transferable.
- (iv) You are hereby reminded that you are only entitled to exercise your Option in accordance with the Vesting Schedule and/or upon the occurrence of an Exit Event as provided for in Rule 6.3.
- (v) You are hereby reminded that in order to exercise the Option, you are required to serve, within the Option Exercise Window, an Option Exercise Notice to the Board accompanied by the relevant Option Certificate (or a copy thereof) and by payment of an amount equal to the Option Price multiplied by the number of the Vested Portion of the Option Shares that you have decided to subscribe to, in accordance with Rule 6 of the ESIP.

\_\_\_\_\_  
*[insert name]*

Director

**Raketech Group Holding p.l.c.**

**Schedule 'D'**

**Option Exercise Notice in terms of Rule 6**

The Board of Directors

**Raketech Group Holding p.l.c.**

SOHO Office (The Strand), Fawwara  
Building, Triq l-Imsida il-Gzira,  
Malta

Date:

Dear Sirs

**Re: Exercise of Option**

I hereby give notice of the exercise of the Option granted to me on *[insert Date of Grant]*<sup>1</sup> by Raketech Group Holding p.l.c. (the “**Company**”) over *[Number of Shares]* in terms of the Employee Share Incentive Plan (the “**ESIP**”) and in line with the Vesting Schedule and/or 6. I am enclosing the Option Certificate No. *[insert number]* provided to me by the Company in this regard.

In this respect, I acknowledge that the exercise of the Option over the Vested Portion and the subsequent issue and allotment and/or transfer of the relevant Option Shares is subject to the terms and conditions stipulated in the said ESIP. I acknowledge and confirm, for all intents and purposes, that I have understood and consent to the options being granted by myself over the Option Shares in terms of the Rules.

In terms of the above, kindly be informed that I wish to exercise the Option and to subscribe for and acquire

	Tick where appropriate (✓)
All the Vested Portion of the Option Shares as per the Vesting Schedule and/or Rule 6 and I request that the said Option Shares be allotted to me in the manner and subject to the conditions laid down in the ESIP and/ or the Memorandum and Articles of Association of the Company.	
_____ <sup>2</sup> Ordinary Shares that have vested as per the Vesting Schedule and/or Rule 6 and I request that the said shares be allotted to me in the manner and subject to the conditions laid down in the ESIP and/ or the	

<sup>1</sup> *Insert Date of Grant.*

<sup>2</sup> *In case not all the Option Shares being offered in terms of the Option will be acquired, kindly indicate such amount.*

Memorandum and Articles of Association of the Company.	
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In this respect, please find enclosed:

- (i) The subscription monies in the sum of *[insert amount]* [€]<sup>3</sup> being the total Option Price for all the Option Shares being subscribed for; and
- (ii) the relevant Option Certificate.

Whilst trusting that the above is to your satisfaction, please do not hesitate to contact me should you require any additional clarification.

Kind regards

*[insert name of ESIP Participant]*

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<sup>3</sup> *Insert amount.*



**Schedule 'E'**

**Exit Event Notice in terms of clause 1**

[ON THE LETTERHEAD OF RAKETECH GROUP HOLDING P.L.C.]

*[Name and address of ESIP Participant]*

Date:

Re: EMPLOYEE SHARE INCENTIVE PLAN

Dear *[name of ESIP Participant]*,

This is to confirm that the Exit Event Date in respect of the Option granted to you by Raketech Group Holding p.l.c. (the "**Company**") in terms of the Employee Share Incentive Plan (the "**ESIP**") on *[insert Date of Grant]* and as set out in the respective Option Certificate, shall be *[insert Exit Event Date]* (the "**Exit Event Date**").

You are hereby reminded that in order to exercise the Option, you are required to serve, within the relevant Option Exercise Window, an Option Exercise Notice to the Board accompanied by the relevant Option Certificate and by payment of an amount equal to the Option Price multiplied by the number of Option Shares specified in the Option Exercise Notice, in accordance with Rule 6.

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*[insert name]*

Director

**Raketech Group Holding p.l.c.**

**Schedule 'F'**  
**Vesting Schedule**

	<b>Years from Date of Grant</b>	<b>Part to be Vested</b>
<b>Vesting Portion I</b>	1 <sup>st</sup> Anniversary from Date of Grant	1/3
<b>Vesting Portion II</b>	2 <sup>nd</sup> Anniversary from Date of Grant	1/3
<b>Vesting Portion III (final)</b>	3 <sup>rd</sup> Anniversary from Date of Grant	1/3