

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 20 May 2025.

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 Raketech Group (as defined below) in accordance with the provisions (the “**Rules**”) set out below.

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

PREAMBLE

- (i) WHEREAS the Raketech Group 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, the 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 20 May 2025;

“**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 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 St George’s Business Centre - Level 7a, St George's Road, St Julian's, STJ 3202, 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 share incentive plan of the Company established in terms of these Rules;

“**ESIP Participant**” refers to any employee of the Company or any Participating Company (or contractor or consultant or individual having in place a contractual relationship in any form, directly or indirectly, thorough any company directly or indirectly owned by him/her) 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 Participant 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 (a) the third anniversary from the Date of Grant, or (b) the Exit Date, in the circumstance set forth in Rule 6.3;

“**Participating Company**” shall refer to any 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 Participating Company;

“**Shares**” shall refer to ordinary shares in the Company which 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 acquire(s), or acquire(s) control of at least 75% of 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 the 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, as may be determined by the Board from time to time.
- 2.2 No person shall be entitled to participate in the ESIP without any prior approval from the Board. The Board has sole discretion, subject to these Rules, to determine who may participate, as well as the extent of their participation.

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 some 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 under 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 To accept the Option, the ESIP Participant must submit a signed Acceptance Notice to the Company by the Acceptance Date, in accordance with 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) will automatically lapse.

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 The Option, including any rights arising from it, may not be voluntarily transferred, assigned, settled on trust, or otherwise disposed of in any manner. Any such voluntary transfer shall result in the immediate and irrevocable lapse of the Option, and neither the ESIP Participant nor any other interested party shall have any claim against the Raketech Group .

5.2 In the event of a transfer by operation of law (including inheritance, divorce, or termination of a community of acquests), the Option shall, to the extent legally possible, remain with the original ESIP Participant. If retention by the ESIP Participant is not legally possible, the Option shall irrevocably lapse, and no claims may be made against the Raketech Group.

5.3 The Board may, at its sole discretion, determine otherwise and allow the Option to be retained or transferred under specific circumstances.

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 may only exercise the Vested Portion of the Option as specified in these Rules. Any Unvested Portion cannot be exercised.

6.3 Upon the occurrence of an Exit Event, the Board, in its absolute discretion, may decide that some or all of the Unvested Portions will vest as of the Exit Date.

6.4 To exercise the Vested Portion, the ESIP Participant must submit an Option Exercise Notice indicating the number of Option Shares (within the Vested Portion) that he/she wishes to subscribe to, and pay the Option Price for each of those Option Shares.

- 6.5 The Option is cumulative. Any unexercised Vested Portion can still be exercised, in whole or in part, until the end of the Option Exercise Window, , after 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 reasonable commercial endeavors to ensure 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). The Company shall not be liable for any delays or failure to meet this deadline, provided that it is acting in good faith and using reasonable commercial endeavors
- 6.8 The exercise of the Option shall be subject to the conditions set out in these Rules.
- 6.9 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 7 May 2025, 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 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 or contractor or another contractual relationship with) the Company or a Participating Company:
- 8.1.3.1 gives or receives notice to terminate his/her employment agreement or other contractual relationship with the Company or 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 entity within the Raketech Group; or

- 8.1.3.2 otherwise ceases to be employed with the Company or the relevant Participating Company:

For the avoidance of doubt, the termination of employment (or the relevant different contractual relationship) of an ESIP Participant with the Company or the relevant 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 of breach of Rule 5.1 hereof is not observed and/or in the event that the scenario contemplated in Rule 5.2 occurs.

- 8.2 Despite the events listed in Rule 8.1, the Board may, at its discretion, allow the ESIP Participant (or their lawful heirs) to exercise the Option, in whole or in part, under these Rules, by giving written notice.

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 and/or 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 total amount payable upon full exercise of the Option 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 is under 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 Adoption Date, 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 warrants that, following receipt of the Option Exercise Notice and the required documentation, it will use reasonable commercial endeavors to take all necessary actions and execute all documents within its control to ensure that the Option Shares are duly issued, allotted to the ESIP Participant, and that all necessary approvals and authorizations for the transfer and/or allotment are obtained as soon as reasonably possible. The Company shall not be liable for any delays or failure in obtaining such approvals or authorizations, provided it acts in good faith and uses reasonable commercial endeavors.

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 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.

- 17.4 The parties undertake and agree that the negotiation before an audit firm and the arbitral proceedings conducted with reference to this clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of all parties hereto. This notwithstanding, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights in connection with the dispute, or if the party is obligated to disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar

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 email address of ESIP Participant]

Date:

Re: EMPLOYEE SHARE INCENTIVE PLAN

Dear *[insert name of ESIP Participant]*,

We are 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 letter shall have the same meaning as that attributed to them in the ESIP rules (the "**Rules**").

The Company hereby offers you the option to subscribe for *[insert total number of Option Shares]* Option Shares in the Company (the "**Option**") under the terms of the Rules. The Option may be exercised, in whole or in part, in accordance with the Vesting Schedule and Rule 6.

If you wish to accept this offer, you must return a signed copy of the Acceptance Notice same to the Company by not later than _____ (the "**Acceptance Date**"). If we do not receive the signed Acceptance Notice by this deadline, this offer will lapse.

Upon receipt by the Company of the Acceptance Notice, the Company will confirm the date on which the Option is granted to you (the "**Date of Grant**").

The Option may only be exercised during the Option Exercise Window. 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.

[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.

St George's Business Centre - Level 7a,
St George's Road, St Julian's, STJ 3202,
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 rules and hereby agree to be bound by, and to comply with, such rules.

I further agree to the additional terms set out in the Notice of Grant of Option and hereby agree 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, on _____ (“**Date of Grant**”), *[Name]* has been granted, an option to subscribe for *[insert total number of Option Shares]* Option Shares in the capital of Raketech Group Holding p.l.c. under the Employee Share Incentive Plan (the “**ESIP**”). The Option Price per share is stipulated in the ESIP rules (the “**Rules**”). The terms below applies.

Terms and Conditions

- (i) The Option is subject to, and shall be exercisable on, the terms and conditions set out in the Rules.
- (ii) Any capitalised words not specifically defined in this notice shall have the same meaning as that attributed to them in the Rules.
- (iii) The Option and this Option Certificate are not transferable.
- (iv) The Option may be exercised 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 submit, within the Option Exercise Window, an Option Exercise Notice to the Board accompanied by (a) a copy of this Option Certificate, (b) 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, and (c) the necessary security account and Euroclear bank account details.

By accepting this Option, you acknowledge and agree to comply with the ESIP Rules and all applicable terms.

[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.

St George's Business Centre - Level
7a, St George's Road, St Julian's, STJ
3202, 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]*¹ 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 Rule 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 rules. 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 said 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.	
_____ ² 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	

¹ Insert Date of Grant.

² 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]* [€]³ being the total Option Price for all the Option Shares being subscribed for;
- (ii) the relevant Option Certificate; and
- (iii) the necessary security account and Euroclear bank account details.

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]

³ *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 submit, within the relevant Option Exercise Window, an Option Exercise Notice to the Board accompanied by (a) a copy of the relevant Option Certificate, (b) 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, and (c) the necessary security account and Euroclear bank account details.

[insert name]

Director

Raketech Group Holding p.l.c.

Schedule 'F'
Vesting Schedule

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