

NOTICE OF ANNUAL GENERAL MEETING 2025 OF RAKETECH GROUP HOLDING

P.L.C. in accordance with Article 57 of the Articles of Association of the Company (the "Articles").

NOTICE IS HEREBY GIVEN that the **ANNUAL GENERAL MEETING 2025** (the "Meeting") of

Raketech Group Holding p.l.c., company registration number C77421 (the "Company" or "RGH"), will be held on 20 May 2025, at 1 p.m. (CET) at the registered office of the Company at St George's Business Centre, Level 7, St George's Road, St Julian's, STJ 3202, Malta.

Attendance and voting

- To be entitled to attend and vote at the Meeting (and for the Company to be able to determine the number of votes that may be cast), shareholders must be entered in the register of members maintained by Euroclear Sweden AB by no later than **17 April 2025**.

- Shareholders whose shares are registered in the name of a nominee must temporarily re-register their shares in their own name in the register of members maintained by Euroclear Sweden AB in order to be entitled to attend and vote at the Meeting. Any such registration would also need to be effected by no later than **17 April 2025**. Shareholders must therefore instruct their nominees well in advance thereof.

- To be entitled to attend and vote at the Meeting, shareholders must notify the Company of their intention to participate by mail to Raketech Group Holding P.L.C. c/o Euroclear Sweden AB, Box 191, SE-10123 Stockholm, Sweden, by phone +46(0)8-401 43 10 (during the office hours of Euroclear Sweden AB) or by email at raketech@euroclear.com by no later than **11:59 p.m. (CET) on 20 April 2025**. Such notification should include the shareholder's name, personal identification number/company registration number (or similar), address and daytime telephone number, number of shares in the Company, as well as, if applicable, details of proxies. See below for information on the processing of personal data.

Proxies

- A shareholder, who is entitled to attend and vote at the Meeting, is also entitled to appoint one or more proxies to attend and vote on such shareholder's behalf. A proxy does not need to be a shareholder. The appointment of a proxy must be in writing and its form must comply with article 88 of the Articles and:

(a) where the shareholder is an individual, be signed by him/her; or

(b) where the shareholder is a corporation, be signed by a duly authorised officer of the corporation.

- A proxy form is available on the Company's website: www.raketech.com/governance/general-meetings. Proxy forms must clearly indicate whether the proxy is to vote as she/he wishes or in accordance with the voting instructions sheet attached to the proxy form.

- The original signed proxy form and, where the shareholder is a corporation a certificate of registration or similar evidencing the signatory right of the officer signing the proxy form, must be received **no later than 11:59 p.m. (CET) on 20 April 2025** by Euroclear Sweden AB at Raketech Group Holding P.L.C., c/o Euroclear Sweden AB, Box 191, SE-10123 Stockholm, Sweden or by email at raketech@euroclear.com. In default of such timely receipt the proxy will not be treated as valid. Shareholders are, therefore, encouraged to send or deliver their proxy forms (and, if applicable copies of certificates of registration or similar) as soon as possible.

- Aggregated attendance notifications and proxy data processed by Euroclear Sweden AB must be received by the Company by email at legal@raketech.com not less than 24 hours before the time appointed for the Meeting and in default shall not be treated as valid.

Right to Ask Questions

- Each shareholder (or proxy holder) shall have the right to ask questions which are pertinent and related to items on the Agenda of the Meeting to the Company Secretary by e-mail to legal@raketech.com by not later than **11:59 p.m. (CET) on 13 May 2025**. An answer to a question shall not be required in those cases specified in article 85 of the Articles (a copy of which is available on the Company's website).

Shareholder Proposals

- In accordance with article 65 of the Articles, a shareholder holding not less than 5% of the voting issued share capital of the Company may: (a) request the Company to include items on the agenda of the Meeting, provided that each item is accompanied by a justification or a draft resolution to be adopted at the Meeting; and/or (b) table draft resolutions for items included in the agenda of the Meeting. A notice to this effect was uploaded onto the Company's website on 13 March 2025.

- In accordance with article 66 of the Articles, the request to put items on the agenda of the Meeting and the tabling of the draft resolutions are to be submitted to and received by the Company in hard copy form or in electronic form (at legal@raketech.com) by not later than **11:59 pm CET on 4 April 2025** and are to be authenticated by the person/s making it. The Company shall not be obliged to entertain any requests by shareholders made on or after 5 April 2025.

• The Company will have the sole discretion of determining whether any proposals submitted by shareholders have been properly submitted and, should any proposal require a modification to the agenda of the Meeting (as set out below), the Company shall make available a revised agenda on its website, together with updated proxy forms and voting instructions (if any), as soon as possible. Shareholders are therefore encouraged to check the Company's website after the above-mentioned deadline to check whether there have been any changes to the agenda and to ensure that they will be submitting the latest proxy forms and voting instructions.

Agenda

General

- 1 Opening of the Meeting
- 2 Election of Chairman of the Meeting
- 3 Drawing up and approval of the voting list
- 4 Election of one or two persons to approve the minutes of the Meeting
- 5 Approval of the agenda
- 6 Determination whether the Meeting has been duly convened
- 7 The CEO's presentation

Ordinary business (ordinary resolutions)

- 8 To receive and approve the Consolidated Financial Statements (Annual Report) of the Company for the year ended 31 December 2024 and the Directors' Report for the year ending 31 December 2024 and the Auditors' Report for the year ending 31 December 2024
 - 9 Resolution on dividends
 - 10 Retirement of Board of Directors and Chairman of the Board of Directors and election of new Board of Directors and Chairman of the Board of Directors
 - 11 Determination of fees for the members of the Board of Directors
 - 12 Election of auditor
 - 13 Determination of fees for the auditor
- ### *Special business (ordinary resolutions)*
- 14 Resolution on the principles for appointing a Nomination Committee of the Company for the Annual General Meeting of 2025

15 Resolution on guidelines for remuneration to the senior management

16 Resolution on the adoption of a long-term incentive program for senior management staff members and other key stakeholders and employees within Raketech Group Holding P.L.C. or its subsidiaries

Special business (extraordinary resolutions)

17 Resolution to amend the Memorandum and Articles of Association for the purpose of introducing provisions on squeeze-out rights

18 Resolution to authorise the Company to acquire its own shares

Information on resolution proposals

Agenda item 2; Election of Chairman of the Meeting

The Nomination Committee proposes Ulrik Bengtsson to be elected as Chairman of the Meeting, in terms of article 70 of the Articles. Should the Chairman not be present at the Meeting, article 70 of the Articles will regulate the appointment of the Chairman of the Meeting.

Agenda item 8; Approval of Consolidated Financial Statements, Directors' Report and Auditors' Report for the year ending 31 December 2024

The Board of Directors proposes that the Meeting resolves to approve the Consolidated Financial Statements (Annual Report) of the Company for the year ended 31 December 2024 and the Directors' Report and the Auditors' Report. The Consolidated Financial Statements (Annual Report) of the Company for the year ended 31 December 2024 and the Directors' Report and the Auditors' Report will be uploaded to the Company's website by no later than on 29 April 2024 for review by shareholders.

Agenda item 9; Resolution on dividends

The Board of Directors proposes, in accordance with the Consolidated Financial Statements (Annual Report) of the Company for the year ended 31 December 2024 and in accordance with the directors' recommendation as set forth in the Directors' Report, that the Meeting resolves not to declare any dividends.

Agenda item 10; Retirement of Board of Directors and Chairman of the Board of Directors and election of new Board of Directors and Chairman of the Board of Directors

The current Board of Directors is comprised of Ulrik Bengtsson, Clare Boynton, Erik Skarp, Marina Andersson, Patrick Jonker, and Jonathan Charles Moss, all of whom will be retiring at the Meeting in terms of article 107 of the Articles.

Jonathan Charles Moss has declared to the Nomination Committee that he will not stand for re-election as member of the Board.

The Nomination Committee proposes to elect a Board of Directors of the Company made of 5 members. In particular, the Nomination Committee proposes to re-elect:

a) Erik Skarp, Marina Andersson, Patrick Jonker and Clare Boynton as members of the Board of the Directors of the Company for the period until the end of the next annual general meeting; and

b) Ulrik Bengtsson for the period until 30 July 2025, as per the press release, which may be found at https://raketech.com/mfn_news/chairman-ulrik-bengtsson-to-step-down-following-new-ceo-appointment/.

The Nomination Committee further proposes to re-elect Ulrik Bengtsson as chairman of the Board of the Directors of the Company for the period until 30 July 2025 (for the reasons mentioned in the previous paragraph).

The appointment of each Board member shall be approved by a separate ordinary resolution.

Information on the existing Board members is available at <https://raketech.com/corporate-governance/>

Agenda item 11; Determination of fees for the members of the Board of Directors

In accordance with past practice, the Nomination Committee proposes that the remuneration to the Directors of the Company shall be paid in accordance with the following:

c) EUR 50,000 to the Chairman; and

d) EUR 30,000 to each of the other Directors.

The Nomination Committee further proposes, in accordance with past practice, that the Chair of the Audit Committee, and Remuneration Committee, respectively, shall each be paid EUR 10,000, while any other member of the Audit Committee, and Remuneration Committee (excluding the Chair) shall each be paid EUR 3,000. While it is acknowledged that none of the proposed Directors have an operational role in the Company or its subsidiaries, to the extent that any Director were to take on an operational role in the Company or its subsidiaries for which he/she receives a salary, or a consultancy fee, it is proposed that any such Director shall receive no compensation for the work conducted in the Board of Directors and any committees.

Agenda item 12; Election of auditor

PricewaterhouseCoopers Malta is proposed to be re-elected as the Company's auditor for the period until the end of the next annual general meeting. The proposed auditor is in accordance with the Nomination Committee's recommendation.

Agenda item 13; Determination of fees for the auditor

The Nomination Committee proposes that the auditor's fees shall be payable in accordance with any approved invoices.

Agenda item 14; Resolution on the principles for appointing a Nomination Committee of the Company for the Annual General Meeting of 2026

The Nomination Committee proposes that the Meeting approves the principles for appointing the Nomination Committee for the next annual general meeting in accordance with the following.

- i. The Nomination Committee shall consist of five members.
- ii. In terms of process for the appointment:
 - a. The Chairman of the Board of Directors will contact the four largest shareholders in terms of votes based on Euroclear Sweden AB's list of registered shareholders on the last business day of August each year, or which by other means can be identified as one of the four largest shareholders.
 - b. The four largest shareholders will each be given the opportunity to elect one representative to form the Nomination Committee alongside the Chairman of the Board of Directors, provided that he or she is independent in relation to the Company's management (if not, the board member ranking first in order of seniority (i.e., in terms of duration in office) who is also independent in relation to the Company's management, will be appointed).
 - c. If any of these shareholders chooses to waive its right to elect a representative, or does not reply within the relevant term, such right is transferred to the shareholder who, after these shareholders, has the largest share ownership.
 - d. If a shareholder who appointed a member of the Nomination Committee is no longer among the four largest shareholders, the Nomination Committee may request that the member step down. In such case, the next largest shareholder will be invited to appoint a replacement. The resignation of the existing member will only take effect once the new shareholder has appointed a replacement. If no replacement is appointed, the Nomination Committee shall remain unchanged. However, no changes will be made to the Nomination Committee's composition if this occurs within four months of the next annual general meeting.
 - e. If a member of the Nomination Committee steps down voluntarily from the committee before its work is completed, the shareholder who elected that member must appoint a successor, provided that the shareholder is still one of the four largest owners in terms of votes that are represented in the Nomination Committee. If not, point (d) shall apply.

f. The Nomination Committee is entitled, if deemed appropriate, to co-opt members appointed by shareholders who became one of the four shareholders with the largest holdings in the Company after the Nomination Committee was formed, and who are not already represented on the Nomination Committee. Such co-opted members do not participate in the decisions of the Nomination Committee.

iii. The Nomination Committee's term of office extends until a new Nomination Committee is appointed.

iv. Unless the members agree otherwise, the Nomination Committee will be chaired by the member who represents the largest shareholder in terms of votes at the time when the Nomination Committee is appointed. However, a member of the Board of Directors shall not be Chairman of the Nomination Committee.

v. The majority of the members of the Nomination Committee are to be independent of the Company and its management, and:

a. Neither the Chief Executive Officer, nor other members of the management team, are to be members of the Nomination Committee.

b. At least one member of the Nomination Committee is to be independent of the Company's largest shareholder in terms of votes or any group of shareholders who act in concert in the governance of the Company.

c. Members of the Board of Directors shall not constitute a majority of the Nomination Committee. If more than one member of the Board of Directors is on the Nomination Committee, no more than one of these members of the Board of Directors may be dependent of a major shareholder of the Company.

vi. The Chairman of the Board of Directors shall call for the Nomination Committee's first meeting.

vii. Fees are not to be paid to the members of the Nomination Committee. As required, the Company shall be responsible for reasonable costs for external consultants that the Nomination Committee deems necessary to perform its work.

viii. The composition of the Nomination Committee will be announced via a separate press release as soon as the Nomination Committee has been appointed, and no later than six months prior to the annual general meeting. Information will also be made available on the Company's website, which shall also explain the manner in which shareholders submit proposals to the Nomination Committee.

ix. The tasks of the Nomination Committee shall be to prepare, for the next annual general meeting, proposals in respect of (i) the number of members of the Board of Directors, composition of the Board of Directors, remuneration to the Chairman of the Board of Directors, the other directors of the Board of Directors, and any member of any committee; (ii) the appointment and remuneration of auditors, and (iii) the identification of principles for the appointment of the following Nomination Committee.

Agenda item 15; Resolution on guidelines for remuneration of senior management

The Board of Directors proposes that the Meeting approves the guidelines for remuneration for the period until the next annual general meeting offered to:

- (a) the CEO;
- (b) any other members of the senior management team of the Company; and
- (c) any board member employed by the Company or any subsidiary thereof (individually, the “**Group Company**”),

(the members under letter (a), (b) and (c) above, collectively, the “**Senior Management**”).

This Remuneration Policy replaces the former policy adopted by the Company in its 2024 annual general meeting.

Individual agreements between any Group Company and any members of the Senior Management entered into before the adoption of this Remuneration Policy will continue on already agreed terms.

Any amendment of existing agreements as well as any execution of new agreements with the members of the Senior Management will comply with this Remuneration Policy.

OBJECTIVES OF THIS REMUNERATION POLICY

The main objective of this Remuneration Policy is to ensure that the Company can attract, motivate and retain qualified members with the skills, competence, expertise and experience required for the Company to achieve its operating goals, to promote its business strategy and to safeguard its interests (including in the long term) and its sustainability. This Remuneration Policy aims also to align the interests of the Senior Management with those of the Company’s shareholders.

In this respect, there must be transparency and alignment to the delivery of strategic objectives, both at the group and individual level. There must also be scope for the reward of exceptional efforts and achievements that deliver value to the group and the shareholders.

The remuneration offered by the Company shall be competitive and in line with market practice. It shall be designed to support the Company’s strategy and interests, through different mechanisms. In particular, besides the fixed salary and other benefits in kind, it may include the following variable components for those members of the Senior Management not remunerated in their capacity as Directors of the Company:

- a possible cash variable component, in connection with the attainment of short terms business goals (performance criteria will be applied, in connection with associated financial or non-financial goals, sometimes linked to the targets communicated to the market, to be achieved on certain quarters or on an yearly basis);
- a possible share-based incentive scheme, to secure a strong ongoing alignment with the shareholders, through the Company's share price performance, in order to safeguard the Company's long-term interests.

The combination of the above components seeks to create a well-balanced remuneration reflecting individual competences, responsibilities and performance, both short-term and long-term, to the benefit of the Company and its shareholders. In particular, the Company aims to balance equity and cash components, so that unnecessary risk-taking is not encouraged.

The remuneration is reviewed annually, considering all elements of the remuneration together to ensure that the remuneration package as a whole remains competitive.

TYPES OF REMUNERATION

The total remuneration of the Senior Management may consist of the following components:

Fixed base salary

The Senior Management's fixed salary shall be competitive, in line with market practice and based on the individual member's competence, responsibilities and performance. While the same principles apply to all employees irrespective of their geographic location, but the actual remuneration depends on local market conditions and may therefore vary by country. Senior Management do not receive remuneration for board assignments in any Group Companies.

Purpose:

- Provides a sound basis on which to recruit and retain senior management members of appropriate calibre to deliver the strategic objectives of the Company.
- Reflects the market value of the role and the post holder's experience, competency, and performance within the Company.

Operation: The fixed salary is paid monthly in cash via payroll and reviewed on an annual basis for each calendar year. The Remuneration Committee reviews the CEO's fixed base salary, and provides the CEO with a budget to review the fixed base salaries of the senior management team.

Benefits in kind

The offered benefits (including, for instance, private health, life insurance and more rarely, housing and school allowances) shall be competitive and cost-effective, in line with mandatory rules or established local practice depending on which law the individual is located. No performance metric applies.

Pension

Competitive and cost-effective pension benefits may be offered in line with mandatory rules or established local practice depending on the employee's location of employment.

The pension benefit for member of the senior management team may amount to up to 15% of the fixed base salary. No performance metric applies.

Cash variable compensation (STI)

The Senior Management is offered a cash variable compensation, based on predetermined and measurable performance criteria.

Operation:

- The on-target bonus for the CEO is up to 70% of his annual base salary and up to 40% for other senior management team members. Depending on the level of performance achieved, the annual variable remuneration can vary from no variable payment to a maximum of the defined on-target bonus.
- The remuneration committee is responsible to set the CEO's performance criteria, whilst the CEO is responsible to set the performance criteria for senior management team members. The performance criteria applied may be financial or non-financial, corporate, divisional, or individual, and in such proportions as considers appropriate.
- Performance criteria shall be defined, documented, and communicated at the beginning of each financial year. New hires shall receive their performance criteria within 4 weeks after their date of employment.
- The performance criteria in 2025 will be based on the EBITDA of the Company, as per the 2025 budget approved by the Board of Directors of the Company.
- After the financial year has ended, the remuneration committee is responsible to evaluate the CEO's achievement rate, and the CEO is responsible to evaluate the senior management's achievement rates.
- The payout of the bonus shall be based on the achievement rate, measured against the agreed and documented performance criteria. When more than one performance criteria have been defined, the average achievement rate shall be used to determine the payout.

Achievement Rate	Percentage Payout
>110% target	150%
100- 109% target	100%
95%-99% of target	50%
<95% of target	0%

- In order to receive any bonus identified above, the Board of Directors has established an additional criterion to demonstrate the Company's revenue growth. If this criterion is not met, no bonus will be payable, regardless of the Company's EBITDA achievement.

- 50% of the achieved bonus amount is paid within four weeks after the assessment has been completed, documented, and communicated to the employee. The remaining 50% shall be deferred for 6 months after the payment of the first instalment and only payable if the receiving employee is actively employed with Raketech or any of its companies at the date of payout.

- The Remuneration Committee may at any time withdraw or modify the bonus scheme, and any bonus payment is in the full discretion of the Remuneration Committee. The fact that any participating employees may have received a bonus at any time does not give rise to any expectation or entitlement to receive any bonus in the future, or as to the size of any future bonus.

Incentive programs

From time to time the Board of Directors may propose for the general meeting to resolve on a long-term share incentive program. Details of the underlying principles are defined in the ESIP Policy.

For more information, please see the Notices of the AGMs 2019, 2020, 2021, 2022, 2023 and 2024.

Retention Bonus

Senior Management members may receive Retention Bonuses on condition that the member remains in employment for a pre-agreed period from the date of award.

Retention bonuses may be used only in exceptional circumstances such as, for example and without limitation, in the case of a restructuring, after a change in control or to ensure the completion of major projects. Retention bonuses must be justified based on the following factors:

- i. concerns relating to the risk that certain employees may choose to leave Raketech;
- ii. the reasons why the retention of that employee is crucial for Raketech;

- iii. the consequences if the relevant employee leaves Raketech; and
- iv. whether the amount of the awarded retention bonus is necessary and proportionate to retain the targeted employee.

In any case the retention bonus may not exceed 20% of the annual salary of the respective employee for a 12-month retention period.

FURTHER RELEVANT ASPECTS

Notice of termination and severance payment

The maximum notice of termination period in any managers contract is 9 months during which time payment of salary will continue. Upon termination by the company, and in addition to their fixed monthly salary during the notice period, the Senior Management is entitled to a maximum of 6 months' base salary as severance pay. If termination is made by the Senior Management member, the period of notice may not exceed 9 months and there is no right to severance pay.

Clawback

In a situation in which a bonus, or another incentive remuneration has been provided to a member of the Executive Management on the basis of data, information, or accounts which subsequently prove to have been incorrect, the Company may reclaim such remuneration component, in full or in part, on the basis of the correct data.

Deviations from this Remuneration Policy

The Board of Directors is entitled to depart from these guidelines in special circumstances, if any part of the Remuneration Policy no longer drives business performance, the achievement of the Company's strategy or employee motivation and retention. In the event of any major departure, the shareholders will be informed of the reason at the following annual general meeting.

Policy Review

The Remuneration Policy shall be reviewed at least on an annual basis.

Agenda item 16; Resolution on the adoption of a long-term incentive program for senior management staff members and other key stakeholders and employees within Raketech Group Holding P.L.C. or its subsidiaries

The Board of Directors proposes that the Meeting resolves to implement a long-term incentive program for senior management staff members and other key stakeholders and employees within the Company or its subsidiaries (the "**2025 ESIP Program**").

The 2025 ESIP Program is comprised of share options which the participants are entitled to exercise to subscribe for shares in the Company.

It is proposed that the 2025 ESIP Program will comprise a number of share options (each option entitling for one share) to be converted into an aggregate number of shares not exceeding 2.5% per cent of the share capital and votes of the Company.

Allocation of share options

The 2025 ESIP Program is proposed to comprise a maximum of 31 participants who are proposed to be allotted the share options. The beneficiaries will include 3 categories: the CEO ("**Category 1**"), the other senior management staff members ("**Category 2**"), and other key stakeholders and employees that the Company intends to reward and retain ("**Category 3**"), as applicable. The Directors, in their discretion, shall decide which senior management staff members and other key stakeholder are to be included in the 2025 ESIP Program, based on their qualification and their individual performance.

Category	Maximum number of persons	Number of options to the beneficiaries in relation to their remuneration
Category 1	1	Up to 50% of his base salary
Category 2	5	Up to 30% of their base salary
Category 3	25	Up to 20% of their base salary
Total	31	-

Board members shall not be eligible to participate in the 2025 ESIP Program.

Terms and conditions

The 2025 ESIP Program will be implemented, and allocations will take place to participants as soon as practicable following the decision at the Annual General Meeting 2025. The participants will be allotted a certain number of share options free of charge. The participants will be informed about their participation to the 2025 ESIP Program, and if they wish to accept the options, they are required to send an acceptance letter. Following such letter, they will receive an option certificate indicating the number of shares that the relevant participant is entitled to subscribe.

The share options may not be transferred or pledged.

Vesting of the options

The share options will vest for three years from the date on which the options were granted to each participant, whereby 1/3 will vest after the first year, an additional 1/3 after the second year and the remaining 1/3 will vest after the third year. The vested options can be exercised during a period of six months following the third anniversary from the date on which the same options were granted. If the whole (or substantially the whole) of the business of the Company is transferred to a third party, the Directors shall be entitled, in their discretion, to resolve that all or a portion of the unvested options vest at the time of the transfer and the options can be exercised during the six months after the transfer.

The vesting is subject to the participant's continuous employment or assignment by the Company. The Directors shall be entitled, in their discretion, to resolve that a participant (or his/her heirs) may still be vested with the options, even though the employment or assignment in the Company (or any of its subsidiaries) has ceased.

Issuance of shares

The Company will satisfy its obligations under the 2025 ESIP Program through the issuance of new shares following the exercise of share options by participants in the 2025 ESIP Program. All of the rights attached to the Company's shares are set out in the Company's Memorandum and Articles of Association.

Exercise price

Each share option entitles the holder to acquire one share in the Company at an exercise price corresponding to 130 per cent of the volume-weighted average price of the Company's share as quoted on Nasdaq First North Growth Market during a period of 10 trading days calculated as from and including 7 May 2025.

Recalculation due to split, consolidation, new share issue, etc.

The exercise price and the number of shares that each share option entitles to subscription for, may be recalculated in the event of a split, consolidation, new share issue, dividend, etc. in accordance with Swedish market practice.

The rationale for the proposal

The Company shall offer remuneration in accordance with market practice which enables the recruitment and retention of qualified personnel. Remunerations within the Company shall be based on principles of performance, competitiveness and fairness. Share based incentive programs may be offered as part of the total compensation package. The Directors are of the opinion that the 2025 ESIP Program is in the best interest of both the Company and its shareholders. The rationale for the 2025 ESIP

Program is to achieve a greater alignment of interests between the participants and the shareholders, to create conditions for retaining and recruiting competent persons to the Company and to increase the motivation among the participants in order to maintain and sustain the growth of the Company.

Costs

The costs for the 2025 ESIP Program are estimated to amount to approximately EUR 100,000 (it should be noted that no social security costs are expected under current Maltese tax rules) calculated in accordance with IFRS 2. The costs have been estimated based on a share price of SEK 4 at the time of the start of the program and that full allocation and maximum outcome will apply. The costs are expected to have a limited effect on the Company's key ratios.

Dilution and information about current outstanding incentive programs

Upon maximum exercise of the options under the 2025 ESIP Program, new shares will be issued, meaning a dilution of approximately 2.5 per cent of the number of shares and votes in the Company. Currently, the Company has three active incentive programs to certain key employees outstanding which was adopted in 2022, 2023 and 2024. Considering the shares which may be issued pursuant to the outstanding incentive programs in the Company, the maximum dilution, including all three programs, if ESIP 2025 is decided at the Meeting and fully allotted, can amount to 6.9 per cent.

For more information regarding the Company's current outstanding incentive programs, please see the Company's Annual Report for 2024, which will be made available on the Company's website, www.raketech.com.

Preparations of the proposal

The Directors of the Company and the Remuneration Committee have prepared the 2025 ESIP Program. The 2025 ESIP Program has been reviewed by the Directors and by the Remuneration Committee at meeting in March 2025.

Majority Requirement

A resolution to approve the 2025 ESIP Program is valid only where supported by shareholders holding more than 50 per cent of the voting rights attached to shares represented and entitled to vote at the Meeting.

Agenda item 17; Extraordinary resolution to amend the Memorandum and Articles of Association for the purpose of introducing provisions on squeeze-out rights

It is being proposed that the Company amends its Memorandum and Articles of Association for the purpose of introducing provisions on the exercise of squeeze-out rights where an offeror has acquired or has firmly contracted to acquire, whether directly or indirectly, shares of the Company representing ninety percent (90%) or more of the outstanding capital of the Company carrying voting rights.

The proposed amendments seek to regulate a scenario which, owing to the Company's status as a Maltese company listed on Nasdaq First North Growth Premier, is not otherwise regulated by the relevant Maltese and/or Swedish rules relating to the exercise of squeeze-out rights. This will make the Company more attractive to potential offerors, given that it will provide additional certainty as to the procedure to be followed for the exercise of squeeze-out rights.

The Board of Directors therefore proposes that the Meeting adopts the following Extraordinary Resolutions:

“(1) That the following new Clauses 43 to 49 be added to the Articles of Association of the Company, which shall read as follows:

*43. Where an Acquiror has acquired or has firmly contracted to acquire, whether directly or indirectly, Shares representing ninety percent (90%) or more of the outstanding capital of the Company carrying voting rights, either directly as a result of a Bid or through one or more acquisitions of Shares outside the context of a Bid, including through the exercise of options or warrants to receive Shares, or through any other means, the Acquiror shall have the right to require all the other shareholders of the Company (the “**Squeezed-Out Shareholders**”) to transfer all of their Shares (the “**Squeeze-Out Shares**”) to the Acquiror (the “**Squeeze-Out Right**”) for a fair price in cash (the “**Consideration**”). Any Shares held by the Company shall not be included in the calculation of the ninety percent (90%) threshold referred to above. Actions taken by any Persons Closely Related to the Acquiror are to be regarded as taken by the Acquiror.*

44. Where an Acquiror has acquired the Squeeze-Out Right following a Bid, the Consideration shall be presumed to be fair if it is equal to the consideration offered in the Bid. Where an Acquiror has acquired the Squeeze-Out Right through one or more acquisitions of Shares outside the context of a Bid, the Consideration shall be presumed to be fair if it is not lower than each of the following (in each case to be calculated from the date of the last acquisition of Shares as a result of which the Squeeze-Out Right was acquired): (a) the weighted average price of the Shares or of all transactions in Shares (as reported by the relevant Market on which they are listed) during the previous six (6) months; (b) the highest price paid and the weighted average price paid for Shares by the Acquiror (or Persons Closely Related to the Acquiror) during the previous six (6) months; and (c) ten percent (10%) below the weighted average price of the Shares within the previous ten trading days.

If any non-cash consideration was offered or paid by the Acquiror to acquire Shares (whether in the context of a Bid or otherwise), the value of the non-cash consideration shall be determined by reference to the market value of the assets or securities constituting such non-cash consideration at the time of the Bid or at the time of each relevant acquisition (as applicable).

The Consideration determined in accordance with this Article 44 shall be deemed fair, final and binding on the Squeezed-Out Shareholders, who will have no right to challenge, contest, or seek a review of the Consideration.

*45. An Acquiror may exercise its Squeeze-Out Right within ninety (90) calendar days from the acquisition of shares representing ninety percent (90%) or more of the outstanding capital of the Company carrying voting rights, by notice in writing to the Directors (the “**Squeeze-Out Notice**”) containing the following information:*

(a) the intention to avail of the Squeeze-Out Right;

(b) the number of shares of the Company already owned by the Acquiror;

(c) the proposed Consideration payable by the Acquiror to each of the Squeezed-Out Shareholders; and

(d) any other terms upon which the Squeeze-Out Right is being exercised (including the Long-Stop Date, as defined in Article 48 below).

*46. Within five (5) Business Days from the receipt of the Squeeze-Out Notice, the Directors shall notify the Squeezed-Out Shareholders (through the relevant Central Securities Depository) that the Acquiror has exercised its Squeeze-Out Right (the “**Shareholder Squeeze-Out Notice**”). The Shareholder Squeeze-Out Notice shall specify the date of the Squeeze-Out Notice, the Consideration to be paid to the Squeezed-Out Shareholders and any other terms upon which the Squeeze-Out Right is being exercised (including the Long-Stop Date, as defined in Article 48 below).*

47. Within five (5) Business Days from the receipt of the Squeeze-Out Notice, the Company shall also publish, on its website and in the manner typically adopted by the Company for its public announcements, a company announcement notifying the public (including the Squeezed-Out Shareholders) that the Acquiror has exercised its Squeeze-Out Right and that the Squeezed-Out Shareholders are obliged to transfer their shares to the Acquiror in accordance with the provisions of these Articles and the Shareholder Squeeze-Out Notice. A copy of the Shareholder Squeeze-Out Notice shall be annexed to the announcement.

*48. Each Squeezed-Out Shareholder shall transfer their shares to the Acquiror as soon as practicable but in any event no later than forty-five (45) Business Days from the Shareholder Squeeze-Out Notice (the “**Long-Stop Date**”) and shall enter and execute all such documents as are necessary to give effect to the transfer to the Acquiror of their shares in the Company. For this purpose, and for the purpose of this Article 48, the Company:*

(a) is irrevocably appointed as the attorney of the Squeezed-Out Shareholders; and
(b) may cause the relevant financial institution acting in its capacity as settlement agent for the Acquiror (the "**Settlement Agent**") to irrevocably appoint the Company in writing as such Settlement Agent's attorney;

and the attorney so appointed shall in each case be authorised to enter and execute all such documents as are necessary to give effect to the transfer to the Acquiror of the relevant shares in the Company. The aforementioned appointments shall in each case constitute an irrevocable power of attorney by way of security for the purposes of Article 1887 of the Civil Code (Chapter 16 of the laws of Malta). The Company shall have the authority to exercise the powers granted to it under this Article 48 if by the Long-Stop Date, one or more Squeezed-Out Shareholders has / have not transferred his / their shares to the Acquiror, in which case the Company shall be empowered to execute all such documents or take any such other action as may be necessary in terms of applicable law for the relevant shares to be transferred by the Squeezed-Out Shareholder/s to the Acquiror.

49. The Consideration shall, within fifteen (15) Business Days of the Long-Stop Date, be transferred to the Settlement Agent for the purpose of crediting the Consideration to the bank or custody account last notified to the Company by the Squeezed-Out Shareholder/s

(2) That the Company's Memorandum and Articles of Association ("**M&A**") be updated to reflect the foregoing extraordinary resolution, and any other amendments that are required in terms of law to reflect any changes that may have taken place (including in terms of applicable regulatory requirements and/or expectations) since the current version of the M&A was last approved and registered by the Registrar of Companies.

(3) That any one director and/or the company secretary, acting singly, be and hereby is, authorised to: (i) issue a certified extract of these resolutions, (ii) sign and file the updated M&A on the Company's behalf with the Registrar of Companies, and (iii) do all things as may be necessary to give effect to these resolutions including inter alia submit any notifications and/or documents as may be necessary to the Commissioner for Inland Revenue and/or any other relevant authorities."

Agenda Item 18; Extraordinary resolution to authorise the Company to acquire its own shares

The purpose behind the proposed authorisation to allow the Company to acquire its own shares is in order to enable the Company, in a time-efficient manner, to: (i) use any shares acquired pursuant to the said authorisation to settle deferred payments due by it in connection with past transactions carried out by the Company and/or its subsidiaries, and (ii) promote more efficient capital usage in the Company, including by cancelling, transferring, disposing and/or otherwise using such shares following their acquisition by the Company, should the Board of Directors wish to do so at a later date.

The Board of Directors therefore proposes that the Meeting adopts the following Extraordinary Resolutions:

(1) That pursuant to article 18 of the Company's Articles of Association and in terms of section 106 of the Companies Act (Chapter 386 of the Laws of Malta) (the "Act"), the Company be and is hereby authorised to acquire the following number of its own shares, fully paid-up shares subject to the limitations and conditions set out in the Act and the following terms and conditions:

1. Any acquisition of own shares shall take place exclusively on Nasdaq First North Growth Premier;

2. The authorisation may be utilised on one or more occasions before the next annual general meeting taking place in 2026, provided that the authorisation granted to the Company by virtue of this resolution shall not exceed a maximum period of eighteen months from the date hereof;

3. The Company may acquire its own shares to the extent that, at no point in time, would the Company's holding of own shares exceed twenty-five per cent (25%) of the Company's total issued share capital, and in no event may the Company repurchase more than 11,306,056.75 shares in the Company;

4. The maximum price at which shares may be repurchased shall be the lowest ask price on Nasdaq First North at the time of the relevant repurchase; and

5. The minimum price at which shares may be repurchased shall be the SEK equivalent at the date of the purchase of €0.002 per share.

(2) That the Board of Directors, should it wish to do so, be authorised to cancel any of the shares acquired by the Company as set out above (up to a maximum of 11,306,056.75 shares), and that the Memorandum and Articles of Association of the Company be updated to reflect any such reduction in share capital and that any Director and/or the Company Secretary be, and hereby is, authorised to sign the updated Memorandum and Articles of Association of the Company and handle its registration with the relevant authorities. and to perform any such other act as he/she may deem necessary to give effect to these resolutions, including, inter alia, to issue certified extracts / copies of these resolutions.

(3) That, without prejudice to the foregoing resolution, the Board of Directors be also authorised to transfer, dispose of and/or use the shares acquired in terms of resolution (1) above for any purpose as it deems fit.

Other

The Company has 45,224,227 shares issued as of the date of this Notice (one vote per share).

* * *

Except as otherwise provided in this Notice, all supporting documentation mentioned in this Notice and a copy of the Company's proposed amendments to its Memorandum and Articles of Association are available at the Company's website (www.raketech.com) as at the date of this Notice. The Consolidated Financial Statements (Annual Report) of the Company for the year ended 31 December 2024 together with the Directors' Report, the Auditor's report and the terms and conditions for the share options will be available on the Company's website (www.raketech.com) no later than on 29 April 2025. Such documents will also be (a) sent to shareholders who so request and who inform the Company of their mailing address and (b) made available at the Meeting.

For information on how your personal data is processed, see the integrity policy that is available at Euroclear's website www.euroclear.com/dam/ESw/Legal/Privacy-notice-bolagsstammor-engelska.pdf.

* * *

Malta, 4 April 2025

RAKETECH GROUP HOLDING P.L.C.

The Board of Directors

For more information, please contact:

investor@raketech.com

About Raketech Group

Raketech is a leading online affiliate and content marketing company, with expertise in delivering comparison services for sports and gaming, online guides, communities, and social media products. Raketech guides sports and gaming enthusiasts to the best possible services, while also delivering high-quality traffic and leads to its partners. Raketech grows both organically and via acquisitions and operates its business in accordance with a clear framework for responsible affiliate marketing services. The company's shares are listed in Nasdaq First North Premier Growth Market with ticker RAKE. Carnegie Investment Bank AB (publ) is the company's Certified Adviser. For more information, visit www.raketech.com.

Attachments

NOTICE OF ANNUAL GENERAL MEETING 2025 OF RAKETECH GROUP HOLDING