

# INSTRUCTIONS SHEET

RIGHTS ISSUE OF 4 NEW ORDINARY SHARES FOR EVERY 9 NEW ORDINARY SHARES AT AN OFFER PRICE OF €0.50 PER NEW ORDINARY SHARE

Instructions for completion

## FORM OF ACCEPTANCE, AUTHORITY AND ELECTION (“FAAE”)

**IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE RELEVANT FAAE**

The following is to be read in conjunction with the Prospectus dated 14<sup>th</sup> February 2024 (the “**Prospectus**”). Unless otherwise defined herein, the capitalised terms used in the FAAE have the same meaning ascribed to them in the Prospectus.

1. There are two (2) FAAEs:
  - a. ‘**FAAE A – ALL**’ is to be completed by the Existing Shareholder/s wishing to **TAKE UP ALL** of his/her entitlement with the option to apply for Excess Shares;
  - b. ‘**FAAE B- SPLIT / ASSIGN**’ is to be completed by the Existing Shareholders wishing to: (i) take up only **PART** and **ASSIGN** or **LAPSE** the remaining part of his/her Rights to the New Ordinary Shares; or (ii) **ASSIGN ALL** of the Rights; or (iii) **ASSIGN PART** and **LAPSE** the remaining Rights to New Ordinary Shares;
2. The FAAE is to be completed in **BLOCK CHARACTERS**.
3. The relevant FAAE/s must be accompanied by payment **IN CLEARED FUNDS AND NET OF BANK TRANSFER CHARGES** for the amount in Euro of the New Ordinary Shares subscribed for. Payment may be made through a method of payment as accepted by the Authorised Financial Intermediary of your choice.
4. Existing Shareholders shall receive any dividends payable to them by the Issuer directly in a bank account as quoted in Panel IID of FAAE A and Panel IIA of FAAE B as applicable. Assignees shall receive any dividends payable to them by the Issuer directly in a bank account in Euro and which is to be inserted by Assignees in the ‘Dividend & Refund Mandate’ found in Panel III of FAAE B.
5. FAAEs may be accepted by Authorised Financial Intermediaries between and including 08:30 hours on 28<sup>th</sup> February 2024 and 14:00 hours on 15<sup>th</sup> March 2024 (the “**Offer Period**”). The Issuer, through the Registrar, may reject any FAAE/s:
  - a. received after the Offer Period closes; and/or
  - b. for which funds are still uncleared after the Offer Period closes; and/or

c. which is in breach of the terms and conditions as defined and set out in the Prospectus.

Eligible Participants are to ensure that payment for the exercise of Rights reach the respective Authorised Financial Intermediary **NET OF BANK CHARGES**.

- 6 Each FAAE has been pre-printed with details of Existing Shareholders/s appearing on the Issuer's Register of Members as at the Record Date.
- 7 With respect to **FAAE A – ALL**, Existing Shareholders wishing to take up their Proportionate Entitlement in full need only sign and submit the FAAE A to an Authorised Financial Intermediary together corresponding payment. Where Existing Shareholders opt to take up their Proportionate Entitlement in full and wish to subscribe for any Excess Shares, Panels IIB and IIC need to be completed together with corresponding payment.
- 8 With respect to **FAAE B – SPLIT / ASSIGN**, Existing Shareholders wishing to accept their Proportionate Entitlement in part need to complete Panel IIA and IIC. Where an Existing Shareholder wishes to assign part or all of his Proportionate Entitlement, Panel IIB needs also to be completed and details of the Assignee/s need to be inserted in Panel III.
- 9 Non-resident Assignee/s must indicate their passport number in Panel III of **FAAE B – SPLIT / ASSIGN** as applicable and tick the appropriate box accordingly.
- 10 In the case of an Existing Shareholder or an Assignee who is a minor, the respective FAAE shall be signed by the parents or the legal guardian/s as applicable. The relative box in Panel III of **FAAE B – SPLIT / ASSIGN** shall be marked accordingly, and details of the parents or legal guardian/s shall be inserted in Panel II E of **FAAE A – ALL** or Panel II D in case of Existing Shareholders or Panel IV in case of Assignees of **FAAE B – SPLIT / ASSIGN** as applicable.
- 11 In the case where an Eligible Participant is a body corporate, the respective FAAE must be signed by the duly authorised representatives indicating the capacity in which they are signing and shall bind that body corporate. A valid Legal Entity Identifier (“LEI”) needs to be inserted in Panel I of FAAE A – ALL or Panel I in case of Existing Shareholders or Panel III in case of Assignees of **FAAE B – SPLIT / ASSIGN** as applicable. Failure to include a valid LEI code, will result in the respective FAAE being cancelled by the Registrar.
- 12 If the name appearing on the register of the CSD as at the Record Date is that of a **deceased Existing Shareholder** or if an Existing Shareholder dies before the expiry of the Offer Period and prior to having completed the FAAE, the FAAE must be signed by the lawful successors in title of the deceased Existing Shareholder. For this purpose, the successors in title of the deceased Existing Shareholder must contact the Issuer and their Authorised Financial Intermediary within the Offer Period in order to produce adequate documentary proof to the satisfaction of the Issuer and Authorised Financial Intermediary, and of the CSD, in order to enable them to verify their status as lawful successors of the deceased Existing Shareholder. It shall not be incumbent on the Issuer or the Registrar to verify whether the person/s signing the FAAE is/are the lawful successor/s of the deceased Existing Shareholder.

- 13 Where the Shares are held subject to usufruct, the FAAE must be signed by both the bare owner/s and usufructuary/ies. In this respect, the FAAE submitted to the Authorised Financial Intermediary is to be accompanied by an authorisation of the bare owner and usufructuary allowing the addition of the New Ordinary Shares, which is to be subsequently forwarded in original to the Registrar. It shall not be incumbent on the Issuer or the Registrar to verify the signatory/ies on any FAAE.
- 14 In the case of Shares held jointly by two or more persons as at the Record Date, all joint shareholders are to sign the applicable FAAE. Similarly, where the Assignee/s are joint applicants, the FAAE must be signed by each joint Assignee. It shall not be incumbent on the Issuer or the Registrar to verify the signatory/ies on any FAAE.
- 15 ASSIGNEES ARE TO INSERT AN MSE ACCOUNT NUMBER IN PANEL III OF FAAE B – SPLIT / ASSIGN AND FAILURE TO DO SO MAY RESULT IN REJECTION. ASSIGNEES ARE HEREBY NOTIFIED THAT ANY SHARES ALLOTTED TO THEM WILL BE RECORDED IN THE MSE ACCOUNT NUMBER QUOTED ON THE FAAE B – SPLIT / ASSIGN. IF DETAILS OF SUCH MSE ACCOUNT NUMBER, AS HELD BY THE MSE, DIFFER FROM ANY OR ALL OF THE DETAILS APPEARING OVERLEAF, A SEPARATE REQUEST BY THE ASSIGNEE TO CHANGE THESE DETAILS AS RECORDED AT THE MSE WILL HAVE TO BE EFFECTED.**
- 16 Where an Existing Shareholder wishes to assign Rights to more than two Assignees, an addendum (in the form of a continuation sheet of **FAAE B – SPLIT / ASSIGN**) shall be supplied by the Registrar through the Authorised Financial Intermediary and this needs to be also signed by the Existing Shareholder/s and Assignee/s as applicable.
- 17 Completed FAAEs are to be delivered to any Authorised Financial Intermediary listed in Annex I of the Securities Note. Remittances by post are made at the risk of the Existing Shareholder/s and or Assignee/s. The Issuer and the Registrar disclaim all responsibility for any such remittance not received by the closing of the Offer Period.
- 18 Should any FAAE be lost or destroyed or otherwise defaced and/or invalidated, the Existing Shareholder/s shall contact the Authorised Financial Intermediary who will provide a duplicate of the FAAE to be used in such instance.
- 19 By completing and delivering the FAAE each Existing Shareholder/s and Assignee/s acknowledges that:
- a. the Authorised Financial Intermediary, Registrar and/or the Issuer may process the personal data in the FAAE in accordance with the Data Protection Act (Cap. 440 of the laws of Malta);
  - b. the Authorised Financial Intermediary, Registrar and/or the Issuer may process such personal data for all purposes necessary for and related to the Rights Issue;
  - c. they have the right to request access to and rectification of the personal data relating to him/her, as processed by the Authorised Financial Intermediary, Registrar and/or the Issuer. Any such request must be signed by the Existing Shareholder/s and/or Assigned/s and made in writing to the CSD at the Malta Stock Exchange; and
  - d. all terms and conditions of the Prospectus, including but not limited to the undertakings, representations and warranties contained therein, have been read and understood.

**The value of investments can rise as well as fall and past performance is not necessarily indicative of future performance. Investors may lose all or part of their capital invested by investing in the New Ordinary Shares. Prospective investors in the New Ordinary Shares issued by the Malita Investments p.l.c. are urged to consult a licensed stockbroker or an investment adviser licenced under the Investment Services Act (Cap. 370 of the laws of Malta) prior to making an investment decision.**