

# Notice of AGM

## Notice of Annual General Meeting

Notice is hereby given that the Annual General Meeting (the “**Meeting**”) of Rosebank Industries plc (the “**Company**”) will be held at the offices of Investec Bank plc, 30 Gresham Street, London, EC2V 7QP on Thursday 7 May 2026 at 11.00 a.m., to consider and, if thought appropriate, to pass the following resolutions, of which resolutions 1 to 11 will be proposed as ordinary resolutions and resolutions 12 to 15 will be proposed as special resolutions:

## Ordinary resolutions

### Report and Accounts

1. To receive the audited annual accounts of the Company for the year ended 31 December 2025 together with the Directors’ report and the auditors’ report on those annual accounts.
2. To approve the Remuneration report, excluding the Remuneration Policy, set out on pages 52 to 58 of the Annual Report and Accounts 2025.

### Directors

3. To elect Mr. L. Butterworth as a Director.
4. To elect Ms. F. MacAulay as a Director.
5. To re-elect Mr. J. Dowley as a Director.
6. To re-elect Mr. C. Miller as a Director.
7. To re-elect Mr. S. Peckham as a Director.
8. To re-elect Mr. M. Richards as a Director.

### Auditors

9. To re-appoint Deloitte LLP as auditors of the Company to hold office from the conclusion of this Meeting until the conclusion of the next general meeting at which accounts are laid before the Company.
10. To authorise the Audit Committee to determine the remuneration of the auditors.

### Directors’ authority to allot shares

11. That the Directors be and are generally and unconditionally authorised in accordance with Article 6.3 of the Articles of Association of the Company (the “**Articles**”) to exercise all or any of the powers of the Company to allot, issue, convert any security into, grant options over or otherwise dispose of ordinary shares of no par value in the capital of the Company (“**Ordinary Shares**”) in respect of:
  - a) up to an aggregate number of Ordinary Shares as represents 33.3% (one-third) of the issued ordinary share capital of the Company as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice); and
  - b) up to an aggregate number of Ordinary Shares as represents 66.6% (two-thirds) of the issued ordinary share capital of the Company as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice) (such amount to be reduced by the aggregate number of allotments or grants made under paragraph 11(a) above) in connection with a fully pre-emptive offer:
    - i. to ordinary shareholders in proportion (as nearly as may be practicable) to their existing shareholdings; and
    - ii. to holders of other Equity Securities as required by the rights of those Equity Securities or, subject to such rights, as the Directors otherwise consider necessary,

but subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to treasury shares, fractional entitlements, record dates or any legal, regulatory or practical problems in, or under the laws of, any territory or the requirements of any regulatory body or stock exchange, provided that (unless previously revoked, varied or renewed) such authorities shall apply until the earlier of 15 months from the date this resolution is passed and the conclusion of the Annual General Meeting of the Company to be held in 2027 but, in each case, during this period the Company may make offers and enter into agreements which would, or might, require Ordinary Shares to be allotted or otherwise disposed of, or grants of options over Ordinary Shares to be made or securities to be converted into Ordinary Shares, after the authority ends and the Directors may allot or otherwise dispose of Ordinary Shares, or grant options over Ordinary Shares or convert securities into Ordinary Shares under any such offer or agreement as if the authority had not ended.

# Notice of AGM

Continued

## Special resolutions

### Limited disapplication of pre-emption rights

12. That, conditional upon the passing of Resolution 11, the Directors of the Company be and are empowered pursuant to Article 6.3 of the Articles to allot Equity Securities for cash or sell treasury shares for cash as if Article 7.1 (Pre-emptive Rights) of the Articles did not apply to such allotment or sale, such power to be limited to:

- a) the allotment of Equity Securities or sale of treasury shares in connection with an offer of Equity Securities (but in the case of an allotment pursuant to the authority granted under paragraph 11(b) of Resolution 11, such power shall be limited to the allotment of Equity Securities in connection with a fully pre-emptive offer only):
  - i. to ordinary shareholders in proportion (as nearly as may be practicable) to their existing holdings; and
  - ii. to holders of other Equity Securities as required by the rights of those Equity Securities or, subject to such rights, as the Directors otherwise consider necessary, but subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to treasury shares, fractional entitlements, record dates or any legal, regulatory or practical problems in, or under the laws of, any territory or the requirements of any regulatory body or stock exchange;
- b) the allotment of Equity Securities or sale of treasury shares (otherwise than in the circumstances set out in paragraph 12(a) of this Resolution 12) pursuant to the authority granted by paragraph 11(a) of Resolution 11 up to an aggregate number of Equity Securities as represents 10% of the issued ordinary share capital of the Company as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice); and
- c) the allotment of Equity Securities or sale of treasury shares (otherwise than in the circumstances set out in paragraphs 12(a) or 12(b) of this Resolution 12) up to an aggregate number equal to 20% of any allotment of Equity Securities or sale of treasury shares from time to time under paragraph 12(b) above, such authority to be used only for the purposes of making a follow-on offer which the Directors determine to be of a kind contemplated by paragraph 3 of Section 2B of the Statement of Principles on Disapplying Pre-Emption Rights most recently published by the Pre-Emption Group prior to the date of this Notice,

provided that (unless previously revoked, varied or renewed), such authorities shall apply until the earlier of 15 months from the date this resolution is passed and the conclusion of the Annual General Meeting of the Company to be held in 2027 but, in each case, during this period the Company may make offers and enter into agreements which would, or might, require Equity Securities to be allotted (and treasury shares to be sold) after the authority ends and the Directors may allot Equity Securities (and sell treasury shares) under any such offer or agreement as if the authority had not ended.

13. That, conditional upon the passing of Resolution 11, in addition to any authority granted under Resolution 12, the Directors of the Company be and are empowered pursuant to Article 6.3 of the Articles to allot Equity Securities for cash or sell treasury shares for cash as if Article 7.1 (Pre-emptive Rights) of the Articles did not apply to such allotment or sale, such power to be limited to:

- a) the allotment of Equity Securities or sale of treasury shares pursuant to the authority granted by paragraph (a) of Resolution 11 up to an aggregate number of Equity Securities as represents 10% of the issued ordinary share capital of the Company as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice), provided that the authority conferred by this paragraph 13(a) of this Resolution 13 is used only for the purposes of financing (or refinancing, if the authority is to be used within twelve months after the original transaction) a transaction which the board of Directors determines to be an acquisition or other capital investment of a kind contemplated by the Statement of Principles on Disapplying Pre-Emption Rights most recently published by the Pre-Emption Group prior to the date of the Notice in respect of this Resolution 13; and
- b) the allotment of Equity Securities or sale of treasury shares (otherwise than in the circumstances set out in paragraph 13(a) of this Resolution 13) up to an aggregate number equal to 20% of any allotment of Equity Securities or sale of treasury shares from time to time under paragraph 13(a) above, such authority to be used only for the purposes of making a follow-on offer which the Directors determine to be of a kind contemplated by paragraph 3 of Section 2B of the Statement of Principles on Disapplying Pre-Emption Rights most recently published by the Pre-Emption Group prior to the date of this Notice,

provided that (unless previously revoked, varied or renewed), such authorities shall apply until the earlier of 15 months from the date this resolution is passed and the conclusion of the Annual General Meeting of the Company to be held in 2027 but, in each case, during this period the Company may make offers and enter into agreements which would, or might, require Equity Securities to be allotted (and treasury shares to be sold) after the authority ends and the Directors may allot Equity Securities (and sell treasury shares) under any such offer or agreement as if the authority had not ended.

#### **Authority to purchase own shares**

14. That the Directors be and are authorised pursuant to Article 57 of the Companies (Jersey) Law 1991, as amended, to make market purchases of Ordinary Shares, subject to the following conditions:

- a) the maximum number of Ordinary Shares authorised to be purchased may not be more than 14.99% of the issued share capital of the Company as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice);
- b) the minimum price (exclusive of expenses) which may be paid for an Ordinary Share is £0.001; and the maximum price (exclusive of expenses) which may be paid for an Ordinary Share shall not exceed:
  - i. an amount equal to 105% of the average middle market quotation for Ordinary Shares taken from the London Stock Exchange plc Daily Official List for five business days immediately preceding the date on which such shares are to be contracted to be purchased; and
  - ii. the higher of the price of the last independent trade and the highest current independent bid on the London Stock Exchange plc Daily Official List at the time,

provided that (unless previously revoked, varied or renewed) such authorities shall apply until the earlier of the end of the next annual general meeting of the Company after the passing of this Resolution and 15 months from the date this resolution is passed save that the Company may enter into a contract to purchase Ordinary Shares before this authority expires under which such purchase will or may be contemplated or executed wholly or partly after this authority expires and may make a purchase of shares pursuant to any such contract as if this authority had not expired.

For the purposes of these Resolutions, the expression “**Equity Securities**” has the meaning given to it in the Articles.

#### **Purchase of own incentive shares**

15. That, pursuant to Article 57 of the Companies (Jersey) Law 1991, as amended:

- a) the proposed purchase from time to time by the Company of any number of issued Series A Incentive Shares of no par value in the capital of the Company for nil consideration be and is hereby sanctioned; and
- b) the contract pursuant to which such proposed purchase is to be made, being in the form attached to this Notice (the “**Repurchase Contract**”), be and is hereby approved, and the Directors be and are hereby unconditionally authorised to complete, deliver and perform from time to time such Repurchase Contract as may be required.

#### **Recommendation**

The Board believes that each of the resolutions to be proposed at the Annual General Meeting is in the best interests of the Company and its shareholders as a whole. Accordingly, the Directors unanimously recommend that ordinary shareholders vote in favour of all of the resolutions proposed, as the Directors intend to do in respect of their own beneficial holdings.

By order of the Board

**PRISM COSEC LIMITED**  
Company Secretary  
26 March 2026

Registered in Jersey No. 154528  
Registered office: 26 New Street, St Helier, Jersey, JE2 3RA

# Notice of AGM

Continued

## Explanatory Notes Relating to the Resolutions

Resolutions 1 to 11 are ordinary resolutions; resolutions 12 to 15 are special resolutions. To be passed, ordinary resolutions require more than 50% of votes cast to be in favour of the resolution whilst special resolutions require at least 75% of the votes cast to be in favour of the resolution.

### Ordinary Resolutions

#### To receive the Annual Report and Accounts 2025

Resolution 1 is a standard resolution. The Companies (Jersey) Law 1991, as amended, requires the Directors to lay before the Company in a general meeting copies of the Company's annual accounts, and the Directors' report and auditor's report on those accounts. The Annual Report and Accounts 2025 is available online at [www.rosebankindustries.com](http://www.rosebankindustries.com).

#### Remuneration Report

Resolution 2 seeks shareholders' approval for the Directors' Remuneration report which is set out on pages 52 to 58 of the Annual Report and Accounts 2025, for the year ended 31 December 2025. The vote is advisory only.

#### Election of Directors

Resolution 3 concerns the election of Mr. L. Butterworth who was appointed as Chief Operating Officer and a Director on 4 March 2026. Resolution 4 concerns the election of Ms. F. MacAulay who was appointed as a Director on 14 November 2025. Resolutions 5 to 8 seek approval for the re-election of Messrs. Dowley, Peckham, Miller and Richards, all of whom served during the year.

Biographical information for each of the Directors is provided on pages 34 to 35 of the Annual Report and Accounts 2025.

The Board has no hesitation in recommending the election of the Directors to shareholders. In making these recommendations, the Board confirms that it has given careful consideration to the Board's balance of skills, knowledge and experience and is satisfied that each of the Directors putting themselves forward for election has sufficient time to discharge their duties effectively, taking into account their other commitments.

#### Auditors

The auditors of a company must be appointed or re-appointed at each general meeting at which the accounts are laid.

Resolution 9 seeks approval to re-appoint Deloitte LLP as the Company's auditors until the conclusion of the next general meeting of the Company at which accounts are laid.

Resolution 10 seeks consent for the Audit Committee to determine the remuneration of the auditors.

#### Directors' authority to allot shares

The Company requires the flexibility to allot shares from time to time. Under the Articles, the Directors require authority to allot shares from the Company's shareholders. Resolution 11 would grant this authority (until the earlier of 15 months from the date this resolution is passed and the conclusion of the AGM of the Company to be held in 2027 or unless such authority is revoked or renewed prior to such time) by authorising the Directors to allot Ordinary Shares up to an aggregate number equal to approximately one-third (33.3%) of the issued share capital of the Company as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice) (or approximately two-thirds (66.6%) of the issued share capital as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice) in connection with a fully pre-emptive offer). The exception to this is that the Directors may allot Ordinary Shares after the power has expired in connection with an offer or agreement made or entered into before the power expired.

The Directors consider these powers desirable due to the flexibility that they give. The Directors currently have no plans to allot Ordinary Shares, but the Directors believe it is in the interests of the Company for the Directors to be granted this authority, to enable the Directors to take advantage of appropriate opportunities that may arise in the future.

## Special resolutions

### Limited disapplication of pre-emption rights

Resolutions 12 and 13 will be proposed as special resolutions. If the Directors wish to allot new shares and other Equity Securities, or sell treasury shares, for cash (other than in connection with an employee share scheme), Article 7.1 of the Articles requires that these shares are offered first to shareholders in proportion to their existing holdings. Resolutions 12 and 13 are in accordance with the Statement of Principles on Disapplying Pre-Emption Rights most recently published by the Pre-Emption Group prior to the date of the Notice in respect of this Resolution (the “**Statement of Principles**”).

Resolution 12 seeks to disapply the pre-emption rights provisions of Article 7.1 of the Articles and authorise the Directors to allot Equity Securities for cash or sell treasury shares for cash: (a) pursuant to a fully pre-emptive offer, subject to any arrangements that the Directors consider appropriate to deal with fractions and overseas requirements; (b) otherwise than pursuant to (a), up to an aggregate number of Equity Securities as represents 10% of the issued ordinary share capital of the Company; and (c) otherwise than pursuant to (a) and (b), up to an aggregate number equal to 20% of any allotment of Equity Securities or sale of treasury shares under (b) only for the purposes of making a follow-on offer of the kind contemplated in paragraph 3 of Section 2B of the Statement of Principles.

Resolution 13 seeks to disapply the pre-emption rights provisions of Article 7.1 of the Articles and authorise the Directors to allot Equity Securities for cash or sell treasury shares for cash: (a) up to an aggregate number of Equity Securities as represents 10% of the issued ordinary share capital of the Company only for the purposes of financing (or refinancing, if the authority is to be used within twelve months after the original transaction) a transaction which the Board of Directors determines to be an acquisition or other capital investment of a kind contemplated by the Statement of Principles; and (b) otherwise than pursuant to (a), up to an aggregate number equal to 20% of any allotment of Equity Securities or sale of treasury shares under (a) only for the purposes of making a follow-on offer of the kind contemplated in paragraph 3 of Section 2B of the Statement of Principles.

The maximum number of Equity Securities that could be allotted or treasury shares that could be sold on a non-pre-emptive basis if the authorities in both Resolutions 12 and 13 were used would be 20% of the issued ordinary share capital of the Company, plus a total maximum additional 4% of the issued ordinary share capital of the Company under the provisions permitting the allotment of Equity Securities for the purposes of any follow-on offers, as explained above.

References to the issued ordinary share capital of the Company are as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice).

If Resolutions 12 and 13 are passed, these powers will expire at the same time as the authority referred to in Resolution 11.

The Directors consider these powers desirable due to the flexibility that they give. The Directors have no present intention of issuing any Equity Securities or selling treasury shares for cash pursuant to the disapplications proposed under Resolutions 12 and 13, and if ever used, the Directors intend to follow the shareholder protections and approach to follow-on offers as set out in paragraphs 1 and 3, respectively, of Section 2B of the Statement of Principles.

### Authority to purchase own shares

Resolution 14 will be proposed as a special resolution. If passed, this Resolution 14 will grant the Company authority for a period of up to 15 months after the date of passing of the resolution to buy its own shares in the market. The resolution limits the number of shares that may be purchased to 14.99% of the current issued share capital of the Company as at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice).

The Directors are of the opinion that it would be advantageous for the Company to have the flexibility to purchase its own shares should such action be deemed appropriate by the Directors. The Directors have no present intention of exercising the authority to purchase the Company's ordinary shares but will keep the matter under review, taking into account the financial resources of the Company, the Company's share price, future investment opportunities and the overall position of the Company. The authority will be exercised only if the Directors believe that to do so would result in an increase in earnings per share and would be in the interests of shareholders generally. Shares purchased would either be cancelled and the number of shares in issue reduced accordingly or held as treasury shares.

# Notice of AGM

Continued

## Purchase of own incentive shares

Resolution 15 will be proposed as a special resolution. Resolution 15 seeks to grant the Company authority to purchase off market certain incentive shares for nil consideration from the existing shareholders from time to time and approve the form of Repurchase Contract pursuant to which such purchase is proposed to be made. The resolution is being proposed to allow for the efficient operation of the long term incentive plan by the Company, and in particular to give the Company flexibility to offer such repurchased incentive shares to new Executives under its Long-Term Incentive Plan.

In addition, the authority proposed to be granted under Resolution 15 is no more permissive than a company incorporated in England and Wales would have to purchase its own shares otherwise than for valuable consideration under section 659(1) of the Companies Act 2006, without requiring a shareholder resolution. Pursuant to an amendment law approved by the States of Jersey on 21 January 2026, the Companies (Jersey) Law 1991 is to be amended to provide that Jersey companies shall, in a similar way, be able to purchase their own shares for nil consideration, without requiring a shareholder resolution. The amended law will come into force on the later of 1 June 2026 or 7 days after registration.

## Notes Relating to the Notice

The following notes explain your general rights as a shareholder and your right to vote at this Meeting or to appoint someone else to vote on your behalf.

### Entitlement to attend and vote

The Company, pursuant to the Companies (Uncertified Securities) (Jersey) Order 1999, specifies that only those shareholders entered on the relevant register of members (the “**Register**”) for certificated or uncertificated shares of the Company (as the case may be) at 6.30pm on 5 May 2026 (or if the General Meeting is adjourned, 48 hours (excluding non-working days) before the time fixed for the adjourned General Meeting) (the “**Specified Time**”) will be entitled to attend or vote at the General Meeting in respect of the number of shares registered in their name at the time. Changes to entries on the Register after the Specified Time will be disregarded in determining the rights of any person to attend or vote at the meeting. Should the meeting be adjourned to a time not more than 48 hours (excluding non-working days) after the Specified Time, that time will also apply for the purpose of determining the entitlement of shareholders to attend and vote (and for the purpose of determining the number of votes they may cast) at the adjourned meeting. Should the meeting be adjourned for a longer period, then to be so entitled, shareholders must be entered on the Register at the time which is 48 hours (excluding non-working days) before the time fixed for the adjourned meeting or, if the Company gives notice of the adjourned meeting, at the time specified in the notice.

### Voting at the Meeting

Voting at the Meeting will be by way of poll rather than on a show of hands. This is a more transparent method of voting as shareholder votes are counted according to the number of shares held and will help to ensure an exact and definitive result. If you will not be participating in the meeting in person and wish to vote in advance, you may appoint a proxy as further detailed in the note below.

### Appointment of proxies

Shareholders are entitled to appoint a proxy to exercise all or any of their rights to attend and to speak and vote on their behalf at the meeting. A shareholder may appoint more than one proxy in relation to the meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder. A proxy need not be a shareholder of the Company. A proxy form which may be used to make such appointment and give proxy instructions accompanies this Notice. To appoint more than one proxy, (an) additional proxy form(s) may be obtained by contacting Equiniti Limited on +44 (0)371 384 2030 (if calling from outside of the UK, please ensure the country code is used) or you may photocopy the proxy form accompanying this Notice. Calls to the Equiniti helpline number are charged at the standard rate per minute plus network extras. Lines are open from 8.30 a.m. to 5.30 p.m. Monday to Friday, excluding public holidays in England and Wales. Please indicate in the box next to the proxy holder’s name, the number of shares in relation to which he or she is authorised to act as your proxy (which, in aggregate, should not exceed the number of shares held by you, specifying a number in excess of those held by the shareholder, will result in the proxy appointment being invalid). In the case of joint holders, only the appointment submitted by the most senior holder will be accepted. Please also indicate by marking the box provided if the proxy instruction is one of multiple instructions being given. All forms must be signed and should be returned together in the same envelope. If you do not have a form of proxy and believe that you should have one, please contact Equiniti as set out above.

To be valid any proxy form or other instrument appointing a proxy must be received by post at the office of the Company’s registrars (Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA), no later than 48 hours before the time appointed for holding the meeting.

The return of a completed proxy form will not prevent a shareholder attending the meeting and voting in person if he/she wishes to do so.

As an alternative to completing the hard-copy proxy form, you can submit your voting instructions electronically by visiting [www.shareview.co.uk](http://www.shareview.co.uk), where full instructions on the procedure are given. The Shareholder Reference Number printed on the proxy form will be required in order to use this electronic proxy appointment system. You are advised to read the terms and conditions of use. Electronic proxy appointments must be submitted by no later than 11.00 a.m. on 5 May 2026.

CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the AGM and any adjournment(s) of it by using the procedures described in the CREST Manual (available from <https://www.euroclear.com>). CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf. In order for a proxy appointment made by means of CREST to be valid, the appropriate CREST message (a 'CREST Proxy Instruction') must be properly authenticated in accordance with Euroclear UK & Ireland Limited's (EUI) specifications and must contain the information required for such instructions, as described in the CREST Manual. The message must be transmitted so as to be received by the issuer's agent (ID: RA19) not later than forty-eight hours (disregarding any day that is not a working day) before the time appointed for holding the AGM, being no later than 11.00 a.m. on 5 May 2026. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. CREST members and, where applicable, their CREST sponsors or voting service providers should note that EUI does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s), to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings. The Company may treat a proxy appointment sent by CREST as invalid in the circumstances set out in Article 34 of the Companies (Uncertificated Securities) (Jersey) Order 1999.

If you are an institutional investor, you may be able to appoint a proxy electronically via the Proxymity platform, a process which has been agreed by the Company and approved by the Registrar. For further information regarding Proxymity, please go to [www.proxymity.io](http://www.proxymity.io). Your proxy must be lodged by 11.00 a.m. on 5 May 2026 in order to be considered valid. Before you can appoint a proxy via this process you will need to have agreed to Proxymity's associated terms and conditions. It is important that you read these carefully as you will be bound by them, and they will govern the electronic appointment of your proxy.

A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the Meeting.

### **Corporate representatives**

Any corporation which is a shareholder can appoint one or more corporate representatives who may exercise on its behalf all of its powers as a shareholder provided that no more than one corporate representative exercises powers in relation to the same shares.

### **Issued shares and total voting rights**

As at 26 March 2026 (being the latest practicable business day prior to the publication of this Notice), the Company's ordinary issued share capital consists of 988,421,186 ordinary shares, carrying one vote each. Therefore, the total voting rights in the Company as at 26 March 2026 are 988,421,186.

# Notice of AGM

Continued

## Questions

Any shareholder attending the meeting has the right to ask questions. The Company must have cause to be answered any such question relating to the business being dealt with at the meeting but no such answer need be given if (a) to do so would interfere unduly with the business of the meeting or involve the disclosure of confidential information, (b) the answer has already been given on a website in the form of an answer to a question, or (c) it is undesirable in the interests of the Company or the good order of the meeting that the question be answered.

## Communication

Shareholders who have general queries about the meeting should contact our registrar Equiniti using the following one of the following methods:

Online at [www.shareview.co.uk](http://www.shareview.co.uk).

Via telephone on +44 (0) 371 384 2030 (calls are charged at the standard geographical rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open from 8.30 a.m. to 5.30 p.m. on business days (i.e. Monday to Friday but excluding England and Wales public holidays)). For deaf and speech impaired customers, Equiniti welcome calls via Relay UK. Please see [www.relayuk.bt.com](http://www.relayuk.bt.com) for more information.

## Website giving information regarding the meeting

A copy of this Notice can be found on the Company's website at [www.rosebankindustries.com](http://www.rosebankindustries.com).

# Form of Repurchase Contract

## TABLE OF CONTENTS

1. INTERPRETATION	138
2. SALE AND PURCHASE OF THE SHARES	139
3. COMPLETION	139
4. SELLER WARRANTIES	139
5. ENTIRE AGREEMENT	140
6. VARIATION	140
7. ASSIGNMENT	140
8. COSTS	140
9. SEVERABILITY	140
10. COUNTERPARTS	140
11. RIGHTS OF THIRD PARTIES	140
12. NOTICES	141
13. GOVERNING LAW AND JURISDICTION	141

# Repurchase agreement

Continued

THIS REPURCHASE AGREEMENT (“**Agreement**”) is made on \_\_\_\_\_

## **BETWEEN:**

- (1) \_\_\_\_\_ (the “**Shareholder**”); and
- (2) ROSEBANK INDUSTRIES PLC, a company incorporated in Jersey (registered number 154528) whose registered office is at 26 New Street, St. Helier, JE2 3RA, Jersey (the “**Company**”).

**WHEREAS**, pursuant to the provisions of Article 57 of the Law (as defined below), the Company wishes to purchase, and the Shareholder wishes to sell, the Shares (as defined below) in accordance with the terms of this Agreement.

IT IS AGREED as follows:

## **1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- “**Business Day**” means any day other than a Saturday or a Sunday or any day on which banks are not generally open for business in Jersey and London, England;
- “**Completion**” means completion of the sale and purchase of the Shares in accordance with the terms of this Agreement;
- “**Encumbrance**” includes any encumbrance, security interest, option, equity, claim or other interest, including any mortgage, charge, pledge, lien, assignment, hypothecation, any other security agreement or arrangement, any right to acquire or right of pre-emption, or any third party rights or interests, in each case of any nature whatsoever, or any agreement (whether or not in writing and whether conditional or otherwise) to create any of the foregoing;
- “**Law**” means the Companies (Jersey) Law 1991; and
- “**Shares**” means \_\_\_\_\_ fully paid up series A incentive shares of no par value in the capital of the Company, registered in the name of the Shareholder as at the date of this Agreement.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 references to legislation:

- (a) include any subordinate legislation (including regulations and orders) made under that legislation, whether before or after the date of this Agreement; and
- (b) include a reference to such legislation as from time to time amended or re-enacted (whether before or after the date of this Agreement) and, where such legislation has re-enacted or replaced any other legislation, such other legislation,
- and references to re-enactment include by way of consolidation or re-writing (whether with or without modification);

1.2.2 references to law include reference to all applicable legislation and law in any part of the world;

1.2.3 references to a “**person**” include a natural person, partnership, company, association, organisation, foundation, trust, government or state (in each case whether or not having separate legal personality);

1.2.4 the singular shall include the plural and vice versa and references to any gender or the neuter include a reference to the other gender and the neuter;

1.2.5 references to Clauses, Recitals or Schedules, or to a paragraph or Part of a Schedule, are (respectively to clauses, recitals or schedules, or to a paragraph or a part of a schedule, or to this Agreement; and references in a Schedule to a paragraph or Part are (respectively) to a paragraph or Part of that Schedule;

1.2.6 references to a “**party**” or the “**parties**” means a party or the parties to this Agreement;

1.2.7 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;

1.2.8 any reference to this Agreement or to any other document is a reference to this Agreement or that other document as amended, varied, supplemented or novated (in each case, other than in breach of the provisions of this Agreement) at any time;

1.2.9 any reference to something being **“in writing”** or **“written”** shall include a reference to that thing being produced by any legible and non-transitory substitute for writing (including in electronic form) or partly in one manner and partly in another; and

1.2.10 references to time are to the time in London, England.

1.3 The table of contents and headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

## **2. SALE AND PURCHASE OF THE SHARES**

2.1 At Completion, the Shareholder shall sell and the Company shall purchase the Shares free from all Encumbrances, together with all rights attached or accruing to them.

2.2 With effect as of Completion, the Shareholder irrevocably waives any rights which may restrict the transfer of the Shares pursuant to this Agreement which are conferred on the Shareholder whether by the articles of association of the Company or by written or other agreement or otherwise.

2.3 The Company shall not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously but completion of the purchase of some of the Shares will not affect the rights of the Company with respect to the purchase of the other Shares.

2.4 The Shares shall be sold and purchased for nil consideration but the parties nonetheless acknowledge and agree that the matters set out in this Agreement are effected for cause.

## **3. COMPLETION**

3.1 Subject to Clause 3.2, Completion shall take place at the registered office of the Company on the date of this Agreement, or at such other place and/or date as the parties may agree, when the following events shall take place:

3.1.1 the Shareholder shall deliver to the Company:

- (a) a duly completed and executed stock transfer form in favour of the Company in respect of the Shares; and
- (b) if a share certificate relating to the Shares has been issued, that share certificate, or an indemnity in a form acceptable to the Company if such share certificate has been lost; and

3.1.2 the Company shall procure that:

- (a) the current share certificate in respect of the Shares (if any) shall be cancelled; and
- (b) the register of members of the Company shall be written up to reflect the purchase by the Company of the Shares (with such Shares to initially be held by the Company in treasury or as the Company may otherwise determine).

3.2 The obligation of the parties to complete the purchase and sale of the Shares pursuant to this Agreement is subject to:

3.2.1 the shareholders of the Company having sanctioned such purchase, and approved this Agreement; and

3.2.2 the directors of the Company who authorise such purchase of Shares having given the requisite solvency statement, pursuant to Articles 55 and 57 of the Law.

## **4. SELLER WARRANTIES**

The Shareholder warrants to the Company as at the date of this Agreement and immediately before Completion that:

4.1.1 it is the sole legal and beneficial owner of the Shares;

4.1.2 the Shares are fully paid and are free from all Encumbrances;

4.1.3 it has full power, capacity and authority to enter into and perform this Agreement and this Agreement when executed constitutes valid, legal and binding obligation of the Shareholder enforceable in accordance with its terms; and

4.1.4 it has taken all corporate (if relevant) and other actions necessary to enable it to enter into and perform this Agreement and any other documents ancillary to this Agreement and has obtained all approvals and consents (governmental or otherwise) required for the entry into and performance by it of this Agreement and any such ancillary documents.

# Repurchase agreement

Continued

## 5. ENTIRE AGREEMENT

This Agreement (and any other documents referred to in it) constitutes the entire agreement and understanding of the parties in connection with the subject matter of this Agreement and supersedes any previous agreements, draft agreements, arrangements or understandings (whether in writing or not) between the parties relating to the subject matter of this Agreement. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this Agreement, save as expressly set out in this Agreement. Nothing in this Clause shall operate to limit or exclude any liability for fraud (including fraudulent misrepresentation).

## 6. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by each of the parties. The expression “**variation**” shall include any variation, supplement, deletion or replacement however effected. Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

## 7. ASSIGNMENT

A party shall not assign, novate, transfer, charge or otherwise deal with all or any of its rights or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in this Agreement without the prior written consent of the other.

## 8. COSTS

All costs and expenses incurred in connection with the negotiation, execution and carrying into effect of this Agreement shall be borne by the Company.

## 9. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of this Agreement. The parties shall then use all reasonable endeavours to replace any such invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

## 10. COUNTERPARTS

This Agreement may be executed (either in wet ink, electronically or as otherwise agreed between the parties) in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original and which shall together (but not otherwise) constitute one and the same instrument.

## 11. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no right to enforce any of its terms.

**12. NOTICES**

12.1 Any notice or other communication under or in connection with this Agreement shall be in writing and in the English language and signed by or on behalf of the party giving it. Such notice shall be delivered, served or given by email, to the address as follows (or to such other address as shall have been notified by one party to the other for such purposes and in accordance with this Agreement):

12.1.1 In the case of the Shareholder:

Attention: \_\_\_\_\_

Email: \_\_\_\_\_

12.1.2 In the case of the Company:

Attention: Tegan Creedy, General Counsel

Email: tegan.creedy@rosebankindustries.com

12.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to be duly delivered, served or given at the time the relevant email is sent, provided that where delivery or service occurs after 5:00 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9:30 a.m. on the next following Business Day. References to 5:00 p.m. and 9:30 a.m. in this Clause are to local time in the country of the addressee.

12.3 In proving such delivery or service it shall be sufficient to prove that the email was transmitted to the correct email address, whether or not opened or read by the recipient.

**13. GOVERNING LAW AND JURISDICTION**

13.1 This Agreement shall be governed by and construed in accordance with the laws of Jersey.

13.2 The parties agree that the Courts of Jersey shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement and for such purposes submit to the jurisdiction of the Courts of Jersey.

**AS WITNESS** the hands of the parties or their duly authorised representatives the day and year first above written

Signed by \_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )

Signed by \_\_\_\_\_ )

for and on behalf of **ROSEBANK INDUSTRIES PLC**

\_\_\_\_\_ )

Director/Duly Authorised Signatory