

ASX Release

27 June 2024



ATTACHMENT TO APPENDIX 3G DATED 27 JUNE 2024

DUG Technology Ltd (ASX: DUG) (“DUG” or the “Company”) advises that this ASX Announcement is referred to in the Appendix 3G lodged by the Company on 27 June 2024 and provides further information on the terms and conditions of the LTIP Awards which could not otherwise be included in the Appendix 3G electronic form.

This ASX Announcement has been approved for release by the Board of DUG Technology Ltd.

Ends

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About DUG

DUG is an ASX-listed technology company, headquartered in Australia, that specialises in analytical software development, big-data services and reliable, green, high-performance computing (HPC). DUG is built on a strong foundation of applied science and a history of converting research into practical, real-world solutions. DUG delivers innovative software products and cost-effective, cloud-based HPC as a service backed by bespoke support for technology onboarding. DUG’s expertise in algorithm development and code optimisation enables clients to leverage big data and solve complex problems.

DUG delivers a comprehensive geoscience offering backed by over two decades of experience and a focus on R&D. DUG maximises the value of seismic data with customised services, software and HPC solutions enabled by innovative technology – including Multi-parameter FWI Imaging.

DUG is a global company with offices in Perth, London, Houston, Kuala Lumpur and Abu Dhabi, supporting a diverse industrial client-base that includes radio-astronomy, biomedicine and meteorology, as well as the resource, government and education sectors. DUG designs, owns, and operates a network of some of the largest and greenest supercomputers on Earth. The company continues to invest and innovate at the forefront of software and HPC, working towards a climate-positive future.

To learn more, please visit www.dug.com.



Appendix A - Terms and Conditions of the LTIP Awards

(a) Nature of Awards and Entitlement

The Awards offered are options. Each Award constitutes a right to receive one (1) ordinary share in the capital of the Company, subject to the Plan Rules and the terms and conditions (as outlined herewith).

(b) Exercise Price

No consideration is payable upon the exercise of each Option.

(c) Expiry Date

Each Option will expire at 5.00pm (AWST) on 30 June 2038 ("**Expiry Date**").

Notwithstanding the above, if a participant of vested Awards becomes a leaver (as defined in clause 1.1 of the Plan Rules), the Expiry Date of those vested Awards will be 5.00pm (AWST) on the sixtieth (60) day after a participant becomes a leaver, unless otherwise determined by the Board.

An Option not exercised on or before the Expiry Date will automatically lapse on the Expiry Date and be forfeited.

(d) Vesting Conditions

An Award will vest when a Vesting Notice in respect of that Award is given (or deemed to be given) to the participant. A Vesting Notice in respect of an Award must be given by the Company when the relevant Vesting Condition(s) set out below have been satisfied or waived in accordance with the Plan Rules.

The Awards will vest provided that the participant remains continuously employed or engaged by a member of the Group at all times from the Grant Date of the Awards to 31 October 2026. If the participant's employment is terminated by any Group Company, this vesting condition will be waived and a vesting notice issued.

(e) Exercise Period

Once vested, the Options are exercisable at any time on or prior to the Expiry Date ("**Exercise Period**").

(f) Vesting on a change of control

Notwithstanding clause 6 of the Plan Rules, if a 'Change of Control Event' (as defined in the Plan Rules) occurs, or the Board determines for the purpose of the Plan that a 'Change of Control Event' is likely to occur, all unvested Awards will automatically vest unless the Board determines otherwise.

(g) Leaver

If a participant of vested Awards becomes a leaver (as defined in clause 1.1 of the Plan Rules), the Expiry Date of those vested Awards will be 5.00pm (AWST) on the sixtieth (60) day after a participant becomes a leaver, unless otherwise determined by the Board.

Clause 6 of Schedule 2 of the Plan Rules sets out the forfeiture of Awards, including if a participant becomes a Leaver.

(h) **Forfeiture of Awards**

Clause 6 of Schedule 2 of the Plan Rules sets out the forfeiture of Awards, including if a participant becomes a Leaver.

(i) **Disposal restrictions**

Awards may not be disposed of by the participant, or otherwise dealt with, unless the disposal is approved by the Board in its absolute discretion or is effected by force of law on death or legal incapacity by their personal representative.

Except as set out in the Company's Securities Trading Policy, the Plan Rules and applicable laws, no specific disposal restrictions apply to any Resulting Shares that a participant receives as a result of the exercise of their awards.

(j) **Notice of Exercise**

The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified in the Notice of Exercise.

(k) **Exercise Date**

A Notice of Exercise is only effective on and from the date of receipt of the Notice of Exercise ("Exercise Date").

(l) **Exercise of Awards**

Following the deemed issue of a Confirmation Notice in respect of an Award, a participant may exercise that Award by:

- i. delivering an Exercise Notice to (or as directed by) the Company; and

at any time:

- i. between the date of provision (or deemed date of provision) of the Confirmation Notice and the Expiry Date relating to that Award; and
- ii. when the participant is permitted to exercise Awards under the Securities Trading Policy.

If the participant does not exercise their Award by the Expiry Date, that Award will automatically lapse and be forfeited.

(m) **Settlement Mechanism**

All Awards will be Equity Settled only and not Cash Settled.

As soon as practicable after the valid exercise of an Award the Company will arrange for the requisite number of Resulting shares to be issued. The Company may fulfil a validly exercised

Award by issuing, allocating and/or causing to be transferred the number of Shares to which the participant is entitled.

(n) **Resulting Shares to rank pari passu**

All Resulting Shares issued on exercise of the Options will rank pari passu in all respects with the Shares of the same class for the time being on issue except for any rights attaching to the Shares by reference to a record date prior to the date of the allotment or transfer of the Resulting Shares.

(o) **Listing**

The Company will apply for quotation on the ASX of the Resulting Shares issued within the time required by the ASX Listing Rules after the date of allotment.

(p) **Adjustment of Awards**

Clause 9 of Schedule 2 of the Plan Rules sets out how Awards will be adjusted upon.

- i. a reconstruction of the issued capital in the Company (including any subdivision, consolidation, reduction or cancellation of such issued capital);
- ii. a bonus issue of Shares; and
- iii. a rights issue.

(q) **Participation in new issues**

Subject to clauses 9.1 to 9.3 (inclusive) of Schedule 2 of the Plan Rules, during the currency of any Awards and prior to their exercise, the holders of Awards are not entitled to participate in any new issues of Shares of the Company as a result of their holding of Awards.

(r) **Employee Share Trust**

The Company may require the participant to hold any Resulting Shares via an employee share trust. Under an employee share trust structure, the trustee of the employee share trust would be registered as the legal owner of the Resulting shares but the participant would be the beneficial owner. All dividends on the Resulting Shares will be provided to the participant and the participant will have the ability to control voting rights.