

# ASX Release



31 December 2025

## Issue of Unlisted Options

DUG Technology Ltd (ASX: DUG) (“DUG” or the “Company”) advises that 830,110 unlisted options with a zero exercise price (“ZEPOs”) have been granted under the Company’s Omnibus Long Term Incentive Plan (“LTIP”) which was last approved by Shareholders on 28 November 2023.

A total of 369,728 ZEPOs have been granted to the Company’s senior executive team utilising the total remuneration framework in terms of the quantum, as approved by the Board. These awards will be subject to a vesting period of three years (30 November 2029) and the following 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:

- (i) Provided that participant remains continuously employed or engaged by a member of the Group at all times from the Grant Date of the Awards to 30 November 2027.
- (ii) Tranche 1 – Total Shareholder Return (TSR) hurdle – 50% of total ZEPOs allocated

Performance hurdles:

TSR Performance Target	Proportion of Awards that satisfy the performance conditions
▪ 2% outperformance and below	▪ Nil
▪ In between	▪ Pro-rata
▪ 6% outperformance	▪ 100% vesting
▪ > 6% and above	▪ Pro-rata and capped at 200%

- Tranche 1 of the FY25 LTIP is subject to a market vesting condition against a relative TSR metric hurdle; specifically outperformance relative to the S&P ASX Small Ordinaries Index over a 12-month period. This condition is classified as a market condition under AASB 2, and its impact on expected vesting is included in the Fair Value calculation. This Fair Value is therefore multiplied by the total number of instruments issued to determine the expense. An independent external accounting firm has estimated the Fair Value of Tranche 1 Rights using a Monte Carlo simulation option pricing model.
- The opening share price will be the share price on the day the plan is approved.
- The closing share price will be the share price which is 12 months from the date of the opening share price.



- The Awards will be subject to a vesting period of three years from the grant date.

Tranche 2 – Return on Capital Employed (ROCE) hurdle – 50% of total ZEPOs allocated.

**Performance hurdles:**

ROCE Performance Target (based on audited reports)	Proportion of Awards that satisfy the performance conditions
<ul style="list-style-type: none"> <li>▪ Less than 15%</li> </ul>	<ul style="list-style-type: none"> <li>▪ Nil</li> </ul>
<ul style="list-style-type: none"> <li>▪ From 15% to 24%</li> </ul>	<ul style="list-style-type: none"> <li>▪ Pro-rata</li> </ul>
<ul style="list-style-type: none"> <li>▪ 25%</li> </ul>	<ul style="list-style-type: none"> <li>▪ 100% vesting</li> </ul>
<ul style="list-style-type: none"> <li>▪ &gt; 25% and above</li> </ul>	<ul style="list-style-type: none"> <li>▪ Pro-rata (e.g. 30% is 20% above 25%, therefore, award will be 120%)</li> </ul>

- ROCE = EBIT / Capital Employed, where Capital Employed = (Opening Total Assets - Opening Current Liabilities) + [(Change in Total Assets - Change in Current Liabilities) \* % of time new assets were operational]
- The Awards will be subject to a vesting period of three years from the grant date.

The full terms and conditions of these LTIP executive ZEPOs are detailed in Appendix A.

A further tranche of LTIP ZEPOs have been developed to promote talent retention of certain key individuals outside of the senior executive team, as such the Company has also granted a total of 460,382 ZEPOs to select employees. The vesting requirements for these awards are that the participant remain continuously employed or engaged by a member of the Group at all times from the Grant Date of the awards 30 November 2029. The full terms and conditions of these LTIP retention ZEPOs are detailed in Appendix B.

An Appendix 3G will be lodged separately.

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

**Ends**

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**For more information:**

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## About DUG

DUG Technology represents the convergence of scientific excellence and sustainable computing innovation. The company's journey from applied physics specialists to global technology leaders has been marked by continuous breakthroughs in geoscientific computing, including its revolutionary elastic multi-parameter FWI imaging solution. DUG enables organisations worldwide to tackle their most complex data challenges through its reliable cloud-based network of high performance computing facilities, proprietary software solutions, energy-efficient immersion cooling systems and tailored geoscience services.

Delivering a comprehensive geoscience offering backed by over two decades of experience, bespoke support, and a focus on R&D, DUG maximises the value of seismic data enabling clients to minimise risk and make more-informed decisions.

The company's novel immersion cooling technology is sold globally as part of an exclusive licence agreement and is the cornerstone of DUG's mobile, edge-computing solution.

Headquartered in Australia, with offices in Perth, London, Houston, Kuala Lumpur and Abu Dhabi, DUG continues to expand its impact across six continents and diverse industries, remaining committed to delivering sophisticated innovations that drive scientific progress, environmental sustainability and commercial success for its customers.

To learn more, please visit [www.dug.com](http://www.dug.com).

## Appendix A - Terms and Conditions of the LTIP Executive 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 November 2039 (“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:

- (i) 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 30 November 2027.
- (ii) Tranche 1 – Total Shareholder Return (TSR) hurdle – 50% of total ZEPOs allocated

#### Performance hurdles:

TSR Performance Target	Proportion of Awards that satisfy the performance conditions
▪ 2% outperformance and below	▪ Nil
▪ In between	▪ Pro-rata
▪ 6% outperformance	▪ 100% vesting
▪ > 6% and above	▪ Pro-rata and capped at 200%

- Tranche 1 of the FY25 LTIP is subject to a market vesting condition against a relative TSR metric hurdle; specifically outperformance relative to the S&P ASX Small Ordinaries Index over a 12-month period. This condition is classified as a market condition under AASB 2, and its impact on expected vesting is included in the Fair Value calculation.  
This Fair Value is therefore multiplied by the total number of instruments issued to determine the expense. An independent external accounting firm has estimated the Fair Value of Tranche 1 Rights using a Monte Carlo simulation option pricing model.
- The opening share price will be the share price on the day the plan is approved.
- The closing share price will be the share price which is 12 month from the date of the opening share price.
- The Awards will be subject to a vesting period of three years from the grant date.

Tranche 2 – Return on Capital Employed (ROCE) hurdle – 50% of total ZEPOs allocated.

**Performance hurdles:**

ROCE Performance Target (based on audited reports)	Proportion of Awards that satisfy the performance conditions
<ul style="list-style-type: none"> <li>Less than 15%</li> </ul>	<ul style="list-style-type: none"> <li>Nil</li> </ul>
<ul style="list-style-type: none"> <li>From 15% to 24%</li> </ul>	<ul style="list-style-type: none"> <li>Pro-rata</li> </ul>
<ul style="list-style-type: none"> <li>25%</li> </ul>	<ul style="list-style-type: none"> <li>100% vesting</li> </ul>
<ul style="list-style-type: none"> <li>&gt; 25% and above</li> </ul>	<ul style="list-style-type: none"> <li>Pro-rata (e.g. 30% is 20% above 25%, therefore, award will be 120%)</li> </ul>

- ROCE = EBIT / Capital Employed, where Capital Employed = (Opening Total Assets - Opening Current Liabilities) + [(Change in Total Assets - Change in Current Liabilities) \* % of time new assets were operational]
- The Awards will be subject to a vesting period of three years from the grant date.

The Board may (in its discretion) adjust any of the Vesting Conditions or share price calculations if it considers the Vesting Condition or share price calculation (as applicable) is no longer appropriate or applicable (including to exclude the effects of extraordinary events or a reorganisation of the issued share capital of the Company (eg subdivision, consolidation, reduction)).

(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**

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**(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.

## Appendix B - Terms and Conditions of the LTIP Retention 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 November 2039 (“**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 30 November 2029.

### (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.

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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.

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

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