



ASX Announcement

Options Terms and Conditions

20 January 2026, RocketDNA Ltd (ASX: RKT) (RocketDNA or the Company), a technology services company that leverages AI and Autonomous Drones to provide mission-critical services for enterprise customers, advises that the terms and conditions of the 5,000,000 options issued and notified in the Proposed Issue of Securities announced 19 January 2026 are attached.

-ENDS-

This announcement has been authorised for release by the **Board of RocketDNA Ltd.**

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RocketDNA Ltd (ASX: RKT) is a multinational drone-based data service and technology provider, listed on the ASX, offering aerial surveying, mapping, security, surveillance, and asset inspection for enterprise customers in the mining, agricultural, and engineering sectors. Through fully-outsourced, AI-driven solutions, RocketDNA remotely operates drone systems, enabling customers to focus on ground operations while ensuring fast data turnaround. The company generates revenue through multi-year contracts and short-term projects with major clients, including Tier 1 and Tier 2 miners such as South32, Newmont, Vault Minerals, and Seriti Coal. RocketDNA operates primarily in Australia and Africa, with regional offices in Perth, Johannesburg, and Accra.

TERMS AND CONDITIONS OF CONSULTANT OPTIONS

1.	Entitlement	Subject to paragraph 13, Each Option entitles the holder to subscribe for one Share upon exercise of the Option.
2.	Exercise Price	Subject to paragraph 10, the amount payable upon exercise of each Option will be \$0.02 (two cents) (Exercise Price).
3.	Expiry Date	Each Option will expire at 5:00 pm (AEST), 30 May 2029 (Expiry Date). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date
4.	Vesting Date	The Options vest on 1 July 2026 and provided the holder remains engaged in the Group on that date (Vesting Date).
5.	Exercise Period	The Options are exercisable at any time on or prior to the Expiry Date (Exercise Period).
6.	Exercise Notice	The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (Exercise Notice) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.
7.	Exercise Date	An Exercise Notice is only effective on and from the later of the date of receipt of the Exercise Notice and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (Exercise Date).
8.	Timing of issue of Shares on exercise	<p>Within five Business Days after the Exercise Date, the Company will:</p> <ul style="list-style-type: none"> (a) issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice and for which cleared funds have been received by the Company; (b) if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and (c) if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options. <p>If a notice delivered under 8(b) for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.</p>
9.	Shares issued on exercise	Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

10.	Reorganisation	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of the holder will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
11.	Participation in new issues	There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
12.	Change in exercise price/Adjustment for rights issue	An Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.
13.	Adjustment for bonus issues of Shares	<p>If the Company makes a bonus issue of Shares or other securities to existing Shareholders (other than an issue in lieu or in satisfaction of dividends or by way of dividend reinvestment):</p> <p>(a) the number of Shares or other securities which must be issued on the exercise of an Option will be increased by the number of Shares or other securities which the holder would have received if the holder had exercised the Option before the record date for the bonus issue; and</p> <p>(b) no change will be made to the Exercise Price.</p>
14.	Transferability	The Options will not be transferrable.