

ROC  
MR SAM SAMPLE  
FLAT 123  
123 SAMPLE STREET  
THE SAMPLE HILL  
SAMPLE ESTATE  
SAMPLEVILLE VIC 3030

SRN/HIN: SRN WITHHELD

## SHARE PURCHASE PLAN APPLICATION FORM

**Record Date: 7:00pm (AEDT), 4 April 2024**

**Offer Closes: 5.00pm (AEST), 1 May 2024**

RocketBoots Limited (**Company** or **Rocketboots**) is offer Eligible Shareholders the opportunity to participate in the Company's share purchase plan (**SPP** or **Share Purchase Plan**).

The Share Purchase Plan gives Eligible Shareholders the opportunity to subscribe for up to \$30,000 worth of new fully paid ordinary shares in the Company (**New Shares**), in parcel sizes of \$2,500; \$5,000; \$10,000, \$20,000 or a maximum of \$30,000, subject to the Company's allocation policy, without incurring any brokerage or transaction costs.

By making payment you agree to be bound by the Constitution of RocketBoots and that the submission of this payment constitutes an irrevocable offer by you to subscribe for New shares on the terms of the SPP.

In addition, by making payment you certify that:

- You are not applying for New Shares with an application price of more than \$30,000 under the SPP (including by instructing a Custodian to acquire New Shares on your behalf under the SPP); and
- The total of the application price does not exceed \$30,000 in relation to:
  - a) the New Shares that are the subject of this application; and
  - b) any other Shares issued to you under the SPP or any similar arrangement in the 12 months before the application (excluding Shares applied for but not issued).

RocketBoots may make determinations in any manner it thinks fit, in relation to any difficulties which may arise in connection with the SPP whether generally or in relation to any participant or application.

Any determinations by RocketBoots will be conclusive and binding on all Eligible Shareholders and other persons to whom the determination relates. RocketBoots reserves the right to waive strict compliance with any provision of the terms and conditions of the SPP, to amend or vary those terms and conditions or to suspend or terminate the SPP at any time. Any such amendment, suspension or termination will be binding on all Eligible Shareholders even where RocketBoots does not notify you of that event.

### **Contact Details**

Please provide your contact details should we need to contact you about this application.

Telephone:

.....

Email:

.....

## **Application for shares**

Under the SPP, you may apply for a parcel of New Shares from a minimum of \$2,500 up to a maximum of \$30,000 in parcels as follows:

<b>Number of New Shares</b>	<b>Application Monies (at \$0.10 per New Share)</b>
25,000	\$2,500
50,000	\$5,000
100,000	\$10,000
200,000	\$20,000
300,000	\$30,000

Application Amount : .....

Number of New Shares Subscribed : .....

## **Payment Details**

By making your payment by direct bank transfer, you confirm that you agree to all of the terms and conditions of the Share Purchase Plan as enclosed with this application form.

- Direct Bank Transfers should be made payable to:

Account Name: RocketBoots Limited  
Bank: National Australia Bank  
Branch Number: 083-419  
Account Number: 87-662-2736

Please put your **SRN/HIN reference** in the transfer details so that your subscription can be traced back to your application form.

## **Lodgement of Application**

Your application form must be received by the Company by email and payment of subscription by direct bank deposit no later than 5.00pm (AEST) on the closing date of the offer being 1 May 2024.

- By Email: [investors@rocketboots.com](mailto:investors@rocketboots.com)
- By Post: Att: Company Secretary  
RocketBoots Limited  
Level 1, 6-10 O'Connell Street  
Sydney NSW 2000, Australia

If you have any queries concerning this form or your entitlement, please contact the Company on +61 417 141 577 or email [investors@rocketboots.com](mailto:investors@rocketboots.com).



Rocketboots Limited

ACN 165 522 887

# Share Purchase Plan

Including the Terms and Conditions

**Opening date: 10 April 2024**

*This is an important document and should be read in its entirety. The Share Purchase Plan does not take into account the individual investment objectives, financial situation or particular needs of any Eligible Shareholder. If you are in any doubt about the action you should take or the contents of this document, please seek independent financial advice from your broker, accountant or other professional adviser without delay. The contents of this document have not been reviewed by any regulatory authority. You are advised to exercise caution in relation to the Share Purchase Plan.*

## NOT FOR RELEASE OR DISTRIBUTION IN THE UNITED STATES

Dear Shareholder

### Opportunity to participate in the Company's Share Purchase Plan

On behalf of the board of directors (**Board**) of Rocketboots Limited ACN 165 522 887 (ASX code: ROC) (**Company** or **Rocketboots**), I am pleased to offer Eligible Shareholders (as defined below) the opportunity to participate in the Company's share purchase plan (**SPP** or **Share Purchase Plan**).

As announced on 5 April 2024, the Company has completed a placement to sophisticated investors by the issue of approximately 3,555,000 new fully paid ordinary shares in the capital of the Company at an issue price of \$0.10 per share to raise approximately \$355,500 before costs (**Placement**). The Company also wishes to offer our shareholders the opportunity under the SPP to participate at the same offer price as under the Placement.

The Share Purchase Plan gives Eligible Shareholders the opportunity to subscribe for up to \$30,000 worth of new fully paid ordinary shares in the Company (**New Shares**), in parcel sizes of \$2,500; \$5,000; \$10,000, \$20,000 or a maximum of \$30,000, subject to the Company's allocation policy, without incurring any brokerage or transaction costs. The SPP has a maximum raise of \$650,000 (**Maximum Raise**).

The Company is proposing to use the funds raised under the Placement and SPP towards the Company's general working capital requirements and specifically for the operational costs of previously announced customer trials in the UK, USA, Australia and New Zealand. Further details of these proposed uses are included in Section 2 of this Offer Booklet.

### Issue Price

Eligible Shareholders may subscribe for up to \$30,000 worth of New Shares under the SPP at an issue price per New Share of \$0.10 per Share (**Issue Price**).

The Issue Price of \$0.10 represents a:

- 9.1% discount to the last traded closing price of the Company's existing shares (**Shares**) on ASX on 4 April 2024, being the last closing price of Shares prior to the date the SPP was announced (i.e. closing price of \$0.11); and
- 9.1% discount to the volume weighted average price (**VWAP**) of Shares calculated over the last 5 days in which trades in Shares were recorded on ASX preceding the date the SPP was announced (i.e. VWAP of \$0.11).

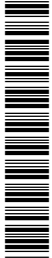
The Issue Price for New Shares under the SPP is also the same price per Share that investors will pay for their Shares under the Placement.

### Participation

Participation in the SPP is optional and open to Eligible Shareholders, including Eligible Shareholders who are custodians on behalf of "**participating beneficiaries**" (refer to section 13 of this Offer Booklet) on the terms and subject to the conditions of the SPP.

### Other key terms and conditions

The Company will consider applications for New Shares under the SPP in order of receipt of applications ie. first in first considered. As such, Eligible Shareholders are encouraged to submit their applications early. The Company reserves the right to scale back or refuse applications under the SPP at its absolute discretion. Any such determination by the Board will be final.



If the Company scales back applications, you may be allocated less New Shares than you applied for. However, the excess application money which was not applied by the Company to purchase New Shares will be refunded to you (without interest). As detailed in the Terms and Conditions, the Company may take into account a number of factors in determining an applicant's final allocation of New Shares, including but not limited to the date on which applications are received.

Where the Company raises less than the \$650,000 Maximum Raise, the Company also reserves the right to place the shortfall using the Company's existing capacity under ASX Listing Rules 7.1.

All New Shares issued under the SPP will rank equally with the Company's existing Shares from the SPP Issue Date (defined below).

The right to participate in the SPP is not transferable.

## How to apply

The SPP opens on Wednesday 10 April 2024 and, unless closed earlier or withdrawn by the Company, is expected to close at 5:00pm (AEST) on Wednesday 1 May 2024.

New Shares are expected to be issued on Wednesday 8 May 2024 and commence trading on ASX on a normal settlement basis on Thursday 9 May 2024.

Eligible Shareholders may only apply to purchase New Shares in parcel sizes of \$2,500; \$5,000; \$10,000, \$20,000 and a maximum of \$30,000.

This Offer Booklet with an accompanying personalised application form (**SPP Application Form**) will be dispatched to Eligible Shareholders on Wednesday 10 April 2024. To apply for New Shares, you must return your completed SPP Application Form to the Company by email to [investors@rocketboots.com](mailto:investors@rocketboots.com) or post to Att: Company Secretary, Rocketboots Limited, Level 1, 6-10 O'Connell Street, Sydney, NSW 2000, Australia and make your payment for New Shares by electronic funds transfer in accordance with the instructions on your personalised SPP Application Form. Further details of how to apply for New Shares are located in Section 9 of this Offer Booklet.

In deciding whether to participate in the SPP, please take time to read the enclosed Terms and Conditions and seek your own investment or taxation advice if applicable to you.

On behalf of the Board, I thank you for your continued support of the Company and invite you to consider participating in the SPP.

Yours sincerely,

**Prof. Hugh Bradlow**  
**Independent, Non-Executive Chairman**  
**Rocketboots Limited**

# SPP Terms and Conditions

This SPP offer booklet (**SPP Offer Booklet**) and the accompanying SPP Application Form set out the terms and conditions of the SPP (**Terms and Conditions**).

By accepting the offer to subscribe for New Shares under the SPP you agree to be bound by these Terms and Conditions and to the Company's constitution.

## Key dates for the SPP:

<b>Record Date</b>	7:00pm (AEDT), Thursday 4 April 2024
<b>Announcement Date</b>	Friday 5 April 2024
<b>Expected Placement Issue Date</b>	Monday 8 April 2024
<b>SPP Offer Booklet and Application Form dispatched to Eligible Shareholders</b>	Wednesday 10 April 2024
<b>Opening Date</b>	
<b>Closing Date</b>	5:00pm (AEST), Wednesday 1 May April 2024
<b>Announcement of Results of SPP</b>	Wednesday 8 May 2024
<b>SPP Shares Issue Date</b>	Wednesday 8 May 2024
<b>New Shares quoted on ASX</b>	Thursday 9 May 2024

**Note:** The above timetable is indicative only and subject to change. The commencement of trading and quotation of New Shares is subject to confirmation from ASX. Subject to the requirements of the Corporations Act 2001 (Cth) (**Corporations Act**), the ASX Listing Rules and other applicable rules, the Company reserves the right to amend this timetable at any time, including closing or extending the period for the SPP or accepting late applications, either generally or in particular cases, without notice.

## 1. What is the SPP?

The SPP gives Eligible Shareholders the opportunity to subscribe for up to \$30,000 worth of New Shares at the Issue Price without incurring brokerage or other transaction costs.

New Shares issued under the SPP will rank equally with all other fully paid ordinary shares on issue in the capital of the Company from the SPP Issue Date.

The offer under the SPP will be made on the same terms and conditions to each Eligible Shareholder. To avoid doubt, all Eligible Shareholders will receive the same offer, irrespective of the number of Shares which they hold on the Record Date.

## 2. How much will be raised under the SPP and how will the funds be used?

The Company is seeking to raise up to approximately \$650,000 million (before costs) under the SPP. The Company is proposing to use the funds raised under the SPP, together with funds raised under the Placement (of approximately \$355,500), towards:

<b>Details of Funds</b>	<b>A\$</b>
-------------------------	------------

Operational costs of customer trials being conducted in the UK, US, Australia and New Zealand	\$850,000
Offer costs and working capital	\$155,500
<b>TOTAL</b>	<b>\$1,005,500</b>

### 3. Am I eligible to participate in the SPP?

You will be considered an “**Eligible Shareholder**” (and therefore you will be eligible to participate in the SPP) if you were a registered holder of Shares at 7:00pm (AEDT) on 4 April 2024 (**Record Date**) with a registered address either in Australia or New Zealand (provided that any such Shareholder is not acting for the account or benefit of a person in the United States). The Board has determined that it is not practical for holders of Shares with registered addresses outside of Australia or New Zealand to participate in the SPP.

Shareholders who hold Shares on behalf of persons who reside outside of Australia or New Zealand or who are “**US persons**” as defined in Regulation S under the United States Securities Act of 1933 (as amended) (**Securities Act**) or who act for the account or benefit of a US Person are not entitled to participate in the SPP. The New Shares to be issued under the SPP have not been and will not be registered under the Securities Act (or any other act). Accordingly, shareholders who are located in the United States or who are acting for the account or benefit of, US Persons are not Eligible Shareholders and are therefore not entitled to participate in the SPP.

### 4. Do I have to participate?

No. Participation in the SPP is entirely voluntary. If you do not wish to participate in the SPP, do nothing.

### 5. How much can I invest and how many New Shares will be issued to me?

Under the SPP, you may apply for a parcel of New Shares from a minimum of \$2,500 up to a maximum of \$30,000 in parcels as follows:

Number of New Shares	Application Monies (at \$0.10 per New Share)
25,000	\$2,500
50,000	\$5,000
100,000	\$10,000
200,000	\$20,000
300,000	\$30,000

The \$30,000 limit applies irrespective of the number of Shares you hold on the Record Date. The number of New Shares to be issued to an applicant has been calculated by dividing the dollar value provided by the applicant by the Issue Price (subject to any scale back implemented at the discretion of the Company). No fractions of New Shares will be issued by the Company. Any fraction of a New Share will be rounded up to the nearest whole number of New Shares. Applications may be refused or scaled back by the Company as described in section 14 and 16.

### 6. Can I transfer my right to purchase New Shares?

No. The offer under the SPP is non-renounceable. This means that you cannot transfer your right to acquire New Shares under the SPP to anyone else.

### 7. Will New Shares issued under the SPP rank equally with my existing Shares?

Yes. New Shares issued under the SPP will rank equally with existing Shares and will carry the same voting rights, dividend rights and other entitlements as at the SPP Issue Date.

## 8. What is the Issue Price of the Shares?

Eligible Shareholders may subscribe for New Shares under the SPP at an issue price per New Share of \$0.10 per Share. The Issue Price of \$0.10 represents a:

- 9.1% discount to the last traded closing price of the Company's existing shares (**Shares**) on ASX on 4 April 2024, being the last closing price of Shares prior to the date the SPP was announced (i.e. closing price of \$0.11); and
- 9.1% discount to the volume weighted average price (**VWAP**) of Shares calculated over the last 5 days in which trades in Shares were recorded on ASX preceding the date the SPP was announced (i.e. VWAP of \$0.11).

An investment in Shares is a highly speculative investment, and the market price of Shares might rise or fall between the date of this SPP offer and the date the New Shares are issued to you (i.e. on the SPP Issue Date). This means that the price you pay for a New Share may be greater or less than the value or market price of Shares at the time those New Shares are issued.

The current Share price can be obtained from ASX at [www.asx.com.au](http://www.asx.com.au).

Your application for New Shares, once made, is irrevocable and may not be withdrawn even if the market price of Shares falls below the Issue Price. The offer to acquire New Shares under the SPP is not a recommendation. Before you decide whether to participate in the SPP, the Company recommends that you seek independent financial advice from your broker, accountant or other professional adviser without delay.

## 9. How do I apply for New Shares under the SPP?

To apply for New Shares under the SPP, Eligible Shareholders must:

- return your completed SPP Application Form to the Company by:
  - emailing it to [investors@rocketboots.com](mailto:investors@rocketboots.com); or
  - posting it to Att: Company Secretary, Rocketboots Limited, Level 1, 6-10 O'Connell Street, Sydney NSW 2000, Australia; and
- make payment by electronic funds transfer (EFT), corresponding to the number of New Shares you wish to apply for, to the Company's bank account as set out on the SPP Application Form.

Cheques will not be accepted.

Applications received after 5:00pm (AEST) on the Closing Date will not be accepted.

You will be taken to have applied for such number of New Shares as your cleared funds will pay for. Alternatively, the Company may decide that your application will not be accepted. Any payments received under the SPP may not be withdrawn once they have been received. Application money will not bear interest in any circumstances.

By applying for New Shares under the SPP (by returning your SPP Application Form and making your payment), you:

- (a) acknowledge that you are, and each person on whose account you are acting is, an Eligible Shareholder;





- (b) are deemed to have accepted the offer under the SPP, irrevocably and unconditionally agree to the Terms and Conditions and the terms and conditions set out in the SPP Application Form;
- (c) warrant that all details and statements in the SPP Application Form are true and complete and not misleading;
- (d) acknowledge that no interest will be paid on any application money held pending the issue of New Shares or subsequently refunded to you for any reason;
- (e) confirm that you are lawfully permitted to apply for New Shares and that you are not applying for New Shares on behalf of any person not so permitted;
- (f) if you are applying on your own behalf (and not as a custodian), you certify that, even if you have received more than one offer under the SPP or received offers in more than one capacity, the aggregate application monies paid by you in any capacity (except as custodian) for:
  - (i) the New Shares that you are applying for; and
  - (ii) any other Shares that may be, or have been, issued to you or to a custodian on your behalf and at your instruction, under the SPP or any similar arrangement operated by the Company in the 12 months before the date the Company received your SPP Application Form,

are in aggregate not more than \$30,000. The Company will take no responsibility for your applications resulting in aggregate subscriptions in excess of \$30,000.

- (g) if you are a custodian and are applying for New Shares with a total application monies exceeding \$30,000, you must provide a Custodian Certificate containing details of the participating beneficiaries, including their name, address, the number of participating beneficiaries, the number of Shares you hold on their behalf, and the amount of New Shares you have been instructed to apply for on their behalf. In the Custodian Certificate you provide, you must also certify that:
  - (i) you are a "custodian" as that term is defined in the *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (ASIC SPP Instrument)*;
  - (ii) you held Shares on behalf of the participating beneficiary as at the Record Date who has instructed you to apply for New Shares on their behalf under the SPP and that the participating beneficiary has been given a copy of this SPP Offer Booklet;
  - (iii) you are not applying for New Shares on behalf of any single participating beneficiary with an application price of more than \$30,000 under the SPP (or any similar arrangement offered by the Company in the preceding 12 months); and
  - (iv) the information in the Custodian Certificate submitted with your application complies with, and contains all the information required pursuant to, the ASIC SPP Instrument and is true, correct and not misleading;
- (h) acknowledge and agree that:
  - (i) you are not in the United States and are not acting for the account or benefit of any US Person;
  - (ii) the New Shares have not been, and will not be, registered under the Securities Act or any other Act;
  - (iii) you have not, and will not, send this SPP Offer Booklet or any materials relating to the SPP to any person who is not a resident of Australia or New Zealand;

- (iv) if in the future you decide to sell New Shares issued to you, you will only do so in the regular way for transactions on ASX where neither you nor the person acting on your behalf know, or have reason to know, that the sale has been pre-arranged with, or that the purchaser is, a US Person; and
- (v) if you are acting as a trustee, nominee or custodian, each beneficial holder on whose behalf you are participating for New Shares is a resident in Australia or New Zealand, and you have not sent this SPP Offer Booklet or any materials relating to the SPP to any person outside of Australia or New Zealand;
- (i) agree to be bound by the Company's constitution (as in force from time to time);
- (j) acknowledge that the Company may, in its sole and absolute discretion, refuse or scale back any applications and/or participation in the SPP to the extent and in the manner set out in sections 14 and 16. If there is a scale back, you may receive less than the number of New Shares for which you have applied;
- (k) acknowledge that none of the Company, its officers, employees, advisers or agents, has provided you with any financial product or investment advice or taxation advice in relation to the SPP, or has any obligation to provide such advice;
- (l) acknowledge that this SPP Offer Booklet does not purport to contain all of the information that an investor may require to make an investment decision;
- (m) acknowledge that the Company and its officers and agents, are not liable for any consequences of the exercise or non-exercise of any discretions by any person referred to in the Terms and Conditions;
- (n) authorise the Company and its officers and agents to do anything on your behalf necessary or desirable for New Shares to be issued to you in accordance with the Terms and Conditions;
- (o) without limiting section 9(n), authorise the Company and its officers and agents to correct minor or easily rectified errors in, or omissions from, your SPP Application Form and to complete the SPP Application Form by the insertion of any missing minor detail; and
- (p) acknowledge that the Company may at any time determine that your application for New Shares is valid, in accordance with the Terms and Conditions, even if your SPP Application Form is incomplete, contains errors or is otherwise defective.

## **10. What are the participation costs of the SPP?**

No brokerage or other transaction costs are payable by participants in the SPP. These costs will be paid by the Company.

## **11. When will I receive the New Shares?**

The Company intends to issue the New Shares as soon as reasonably practicable after the Closing Date and will apply for quotation of these shares on ASX.

It is expected that New Shares will be issued on Wednesday 8 May 2024 and expect to be quoted on ASX on Thursday 9 May 2024 .

You should receive your updated holding statement shortly after the Issue Date.

## **12. I have several holdings. Can I purchase a separate parcel of New Shares for each holding?**

If you receive more than one offer to participate in the SPP (for example, because you hold more than one shareholding under separate share accounts), the maximum you may invest under the

SPP in all capacities is an aggregate of \$30,000 across all offers. If you are a custodian however, see section 13 below.

If two or more persons are registered on the Company's register as jointly holding Shares, they are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder.

### 13. What do I do if I am a custodian?

If you are a custodian holding Shares as at the Record Date on behalf of one or more persons who reside in Australia or New Zealand (each, a **participating beneficiary**), you may apply for up to a maximum of \$30,000 worth of New Shares for each participating beneficiary.

You must submit a Custodian Certificate that contains further certifications and details as required by the ASIC SPP Instrument before your SPP Application Form will be accepted. Applications by custodians that are not accompanied by a Custodian Certificate will be rejected.

By applying as a custodian on behalf of participating beneficiaries to purchase New Shares, you certify (amongst other things) that each participating beneficiary has not exceeded the \$30,000 limit as required by the ASIC SPP Instrument.

To request a Custodian Certificate or to obtain further information about the custodian application process, please call the SPP Offer Information Line on +61 417 141 577 (between 9.00am to 5.00pm (AEST) Monday to Friday).

Custodians must not participate in the SPP on behalf of, and must not distribute this SPP Offer Booklet or any documents relating to the SPP to, any US Person. A custodian will be ineligible to participate in the SPP if their participation would be in breach of the ASIC SPP Instrument. Custodians should request a "Custodian Certificate" from the Company when making an application on behalf of a participating beneficiary.

If you hold Shares as a trustee or nominee for another person, but are not a custodian, you cannot participate for beneficiaries in the manner described in this section 13.

For the purposes of the SPP, a custodian is a "**custodian**" as that term is defined in the ASIC SPP Instrument.

### 14. Allocation policy

The Company aims to raise a maximum of up to approximately \$650,000 million under the SPP (being the Maximum Raise). The Company will consider applications for New Shares under the SPP in order of receipt of applications ie. first in first considered. As such, Eligible Shareholders are encouraged to submit their applications early.

The Company reserves the right to scale back or refuse applications under the SPP, at its absolute discretion. Any determination by the Board will be final. The maximum aggregate number of Shares that will be issued under the SPP will not exceed 30% of the Company's issued fully paid ordinary shares.

If the Company decides to scale back applications, you may be allocated less New Shares than you applied for. However, the excess application money which is not applied by the Company to purchase New Shares will be refunded to you either by direct credit (if the Company has your bank account details) or by cheque as soon as practicable and without interest. When determining any scale back or rejection of applications, the Company may take into account a number of factors, including the size of the applicant's shareholding, the extent to which Eligible Shareholders have sold or purchased additional Shares after the Record Date, whether the applicant has multiple registered holdings and the date on which an application was made.

## 15. Changes and Termination

The Company may, in its discretion, change, suspend or terminate the SPP or the Terms and Conditions at any time, whether because of a change of law, ASIC requirements, ASX requirements or policy or any other circumstance relevant to the SPP or the Company. If the Company terminates the SPP, it will notify ASX and refund any application moneys received (without interest). Without limiting any other provision of these Terms and Conditions, the Board may vary the timetable for the SPP, including the Closing Date.

## 16. Refusal of applications and refunds

The Company reserves the right to reject any application for New Shares or issue a fewer number of New Shares subscribed for under the SPP by any applicant at the Company's complete and unfettered discretion, including if:

- the Company believes that the Terms and Conditions have not been complied with;
- the applicant is not an Eligible Shareholder; or
- the application might otherwise breach applicable law or the ASX Listing Rules.

The Company may at its absolute discretion either refund in full the application money and not issue any New Shares to the applicant, or issue to the applicant the number of New Shares which may be issued based on part of the payment made, and refund the excess to the applicant (without interest).

## 17. Discretion and Disputes

The Company reserves the right to waive strict compliance with the Terms and Conditions. Any powers or discretions of the Company may be exercised by the directors of the Company or any delegate of them. The Company may determine, in any manner it thinks fit, any difficulties, anomalies or disputes which may arise in connection with or by reason of the operation of the SPP whether generally or in relation to any participant or application. A determination made by the Company will be conclusive and binding on all participants and other persons to whom the determination relates.

## 18. Privacy

By applying for New Shares under the SPP, you acknowledge that you will be providing personal information to the Company and Computershare Investor Services Pty Ltd (**Share Registry**). The Company and the Share Registry may collect personal information to process your application for New Shares, implement the SPP and administer your shareholding. The personal information held by the Share Registry is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.

Chapter 2C of the Corporations Act requires information about you as a securityholder (including your name, address and details of the securities you hold) to be included in the Company's public register (which is maintained by the Share Registry). This information must continue to be included in the public register even if you cease to be a securityholder.

Your personal information may be disclosed to joint investors, the Share Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to related entities of the Company and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.



## 19. Risks

An investment in New Shares is subject to investment and other known and unknown risks, some of which are beyond the control of the Company, including possible loss of income and capital invested. The Company does not guarantee any particular rate of return or the performance of the Company and nor does it guarantee the repayment of capital from the Company or any particular tax treatment. This SPP Offer Booklet should also be read in conjunction with the Company's continuous and periodic disclosures given to ASX which are available on ASX's website at [www.asx.com.au](http://www.asx.com.au). Past performance should not be relied upon as (and is not) an indication of future performance.

An investment in the New Shares should be considered speculative. The Directors recommend that potential investors carefully consider this Offer Booklet and consult their professional advisors before deciding whether to apply for Offer Securities pursuant to this Offer Booklet.

A more detailed discussion of possible risks is attached as an Annexure to this Offer Booklet.

## 20. Impact of change in ASX Market price

The market price of the Company's Shares on the ASX may change between the date of this Offer Document and the date of issue of Shares under the Offer.

If there is a decrease in that market price, this will result in a corresponding proportionate decrease in the market value of Shares issued to the applicant. If there is an increase in that market price, this will result in a corresponding proportionate increase in the market value of Shares issued to the applicant.

However, any increase or decrease in market value will not alter the issue price per New Share, nor the number of New Shares to be issued, under the Offer.

## 21. Not a prospectus or disclosure document

This SPP Offer Booklet is not a prospectus or disclosure document under the Corporations Act and has not (and will not) be lodged with ASIC or any other regulatory authority.

A cooling-off regime does not apply in relation to the acquisition of New Shares. This means that you cannot withdraw your application once it has been submitted.

## 22. New Zealand

The New Shares are not being offered or sold to the public in New Zealand other than to registered holders of Shares as at 7:00pm (AEDT) on the Record Date. The SPP is being made in reliance on and pursuant to the *Financial Markets Conduct Act 2013 (NZ)* and the *Financial Markets Conduct (Incidental Offers) Exemption Notice 2016 (NZ)*. This SPP Offer Booklet has not been registered, filed with or approved by any New Zealand regulatory authority. This document is not a product disclosure statement under New Zealand law and is not required to, and does not, contain all the information that a product disclosure statement is required to contain under New Zealand law.

## 23. Currency

Any reference to "\$" is a reference to the lawful currency of Australia.

## 24. Governing Law

The SPP is governed by the laws in force in New South Wales, Australia. By participating in the SPP, you submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

**25. Where can I obtain further information in relation to the SPP?**

If you have any questions about the Terms and Conditions, how to make an application or the SPP generally, please contact the SPP Offer Information Line on +61 417 141 577 (9.00am to 5.00pm (AEST) Monday to Friday).

None of the Company, the Share Registry nor any of their respective officers, employees, agents or professional advisers are or are to be taken to be, giving any securities recommendation or investment advice in relation to the SPP and nor do any of them have any obligation to do so.

*Before you decide whether to participate in the SPP, the Company recommends that you seek independent financial advice from your broker, accountant or other professional adviser and that you do so without delay.*

## Annexure: Risk Factors

This annexure outlines some (but not all) of the key risks associated with an investment in Rocketboots. Rocketboots' assets and business are subject to a number of risk factors both specific to its assets / business and of a general nature which may impact on its future performance and forecasts. This is not an exhaustive list of the relevant risks and the risks set out below are not in order of importance. Many of the risks below are outside the control of Rocketboots and its directors. These risks and other risks not specifically referred to below, may in the future materially adversely affect the value of Rocketboots shares and their performance. Accordingly, no assurance or guarantee of future performance or profitability is given by Rocketboots in respect of Rocketboots shares or Rocketboots' business / assets.

Before subscribing for Rocketboots Shares, prospective investors should carefully consider and evaluate Rocketboots, its assets and its business and whether Rocketboots Shares are suitable to acquire having regard to their own investment objectives and financial circumstances and taking into consideration the material risk factors, as set out below. There is no guarantee of the price at which Rocketboots Shares may trade in the future nor any dividends or returns of any nature.

In deciding whether to participate in the SPP, you should also read this Offer Booklet and all ASX announcements by the Company in their entirety and carefully consider the risks outlined in this annexure. Prospective investors should consult their technology, financial, tax and other professional advisers before making an investment decision.

### Business risks

**Sufficiency of funding:** The Company currently has limited financial resources to fund operations. The Company is in the process of securing new contracts, including in overseas markets, in order to become cashflow positive. The ability to raise additional funds will be subject to, among other things, factors beyond the control of the Company and its Directors.

**Business strategy execution risk:** The Company is reliant on retaining its current pipeline of customers as well as winning contracts and developing relationships with new customers. This includes overseas customers. Onboarding of new customers requires significant initial investment on their behalf, which may discourage them from adopting BeeHive.

**Reliance on key personnel:** The Company depends to a significant extent on the ability, performance and experience of its key personnel. A loss of key personnel or an inability to recruit suitable replacements can have a material impact on the Company's leadership as well as its ability to onboard new customers. Rocketboots is dependent on key personnel to increase sales and develop its sales pipeline.

**Competition:** The Company faces risks associated with new entrants to the market, as well as current competitors. These risks include aggressive marketing campaigns, product innovation, price discounting, advances in technology and acquisitions. If any of these risks materialise, it could have a negative impact upon the Company's ability to compete in the market. Additionally, the Company exists in a relatively fast-paced industry and is at risk of new technology becoming available that supersedes BeeHive. This may result in lower competitiveness or discounting required to continue to drive sales.

**Regulatory risk:** The Company and its products are subject to various laws and regulations, including accounting standards, taxes, cybersecurity and privacy laws. Changes in these laws could negatively affect financial performance. Additionally, laws are specific to each geographic location, and the Company has expanded into both the US and UK markets. There is a risk that the Company is not compliant with new, unfamiliar laws in these locations.

**Trade secrets:** RocketBoots relies on its trade secrets. The protective measures that RocketBoots employs may not provide adequate protection for its trade secrets. This could erode the Company's competitive advantage and materially harm its business. The Company cannot be certain that others will not independently develop the same or similar products, services or technologies on their own or gain access to trade secrets or disclose such products, services or

technologies, or that the Company will be able to meaningfully protect its trade secrets and unpatented know-how and keep them secret.

**Infringement of third party IP:** If a third party accuses RocketBoots or the Company of infringing its IP rights or if a third party commences litigation against RocketBoots or the Company for the infringement of patent or other IP rights, the Company may incur significant costs in defending such action, whether or not it ultimately prevails. Costs that the Company incurs in defending third party infringement actions would also include diversion of management's and technical personnel's time. In addition, parties making claims against the Company may be able to obtain injunctive or other equitable relief that could prevent the Company from further developing discoveries or commercialising its technologies, products or services. In the event of a successful claim of infringement against the Company, it may be required to pay damages and obtain one or more licenses from the prevailing third party. If it is not able to obtain these licenses at a reasonable cost, if at all, it could encounter delays in technologies, product and service introductions and loss of substantial resources while it attempts to develop alternative technologies, products or services. Defence of any lawsuit or failure to obtain any of these licenses could prevent the Company or its partners from commercialising available technologies, products or services and could cause it to incur substantial expenditure.

### **General risks**


**Share Price Fluctuations:** The market price of Rocketboots shares will fluctuate due to various factors, many of which are non-specific to Rocketboots, including recommendations by brokers and analysts, Australian and international general economic conditions, inflation rates, interest rates, changes in government, fiscal, monetary and regulatory policies, global geo-political events and hostilities and acts of terrorism, and investor perceptions. Fluctuations such as these may adversely affect the market price of Rocketboots shares. Neither Rocketboots nor the directors warrant the future performance of Rocketboots or any return on investment in Rocketboots.

**Dilution Risk:** Eligible shareholders that do not take up all or part of their entitlements will be diluted by not participating to the full extent in the SPP Offer and by the institutional Placement, but and will not be exposed to future increases or decreases in Rocketboots' share price in respect of those shares which would have been issued to them had they taken up all of their SPP entitlements.

**Economic Risks:** Rocketboots is exposed to economic factors in the ordinary course of business. A number of economic factors / conditions, both domestic and global, affect the performance of financial markets generally, which could affect the price at which Rocketboots Shares trade on ASX. Among other things, adverse changes in macroeconomic conditions, including movements on international and domestic stock markets, interest rates, exchange rates, pandemics, cost and availability of credit, general consumption and consumer spending, input costs, employment rates and industrial disruptions, inflation and inflationary expectations and overall economic conditions, economic cycles, investor sentiment, political events and levels of economic growth, both domestically and internationally, as well as government taxation, fiscal, monetary, regulatory and other policy changes may affect the demand for, and price of, Rocketboots Shares and adversely impact Rocketboots' business, financial position and operating results. Trading prices can be volatile and volatility can be caused by general market risks such as those that have been mentioned. Shares in Rocketboots may trade at or below the price at which they are currently commence trading on ASX including as a result of any of the factors that have been mentioned, and factors such as those mentioned may also affect the income, expenses and liquidity of Rocketboots. Additionally, the stock market can experience price and volume fluctuations that may be unrelated or disproportionate to the operating performance of Rocketboots.

**Dividend Guidance:** No assurances can be given in relation to the payment of future dividends. Future determinations as to the payment of dividends by Rocketboots will be at the discretion of Rocketboots and will depend upon Rocketboots achieving profits, the then financial conditions of Rocketboots, future capital requirements, covenants in relevant financing agreements, general business and financial conditions and any other factors considered relevant at the time by Rocketboots.





**Forward-Looking Statements:** There can be no guarantee that the assumptions and contingencies on which any forward-looking statements, opinions and estimates contained in materials published by Rocketboots are based will ultimately prove to be valid or accurate. The forward-looking statements, opinions and estimates depend on various factors, including known and unknown risks, many of which are outside the control of Rocketboots. Actual performance of Rocketboots may materially differ from forecast performance.