

ASX Announcement

21 March 2025

RNT LAUNCHES FULLY UNDERWRITTEN ENTITLEMENT ISSUE

KEY HIGHLIGHTS

- › Entitlements Issue to raise approximately \$1.7 million at \$0.018 per Share (before costs), with one RNTO quoted Option for every two shares issued.
- › Fully underwritten by RM Corporate Finance.
- › Strong support from significant shareholders, directors and management who have either sub-underwritten or committed to taking up their entitlements totalling more than \$520,000.
- › Funds raised will be applied to further develop the RentBond product, accelerating the Company's path to profitability, as well as for working capital requirements.

Rent.com.au Limited (ASX:RNT) ('Rent.com.au' or 'the Company'), Australia's website made for renters, is pleased to announce that it has launched a fully underwritten Entitlements Issue ('Entitlements Issue') to raise approximately \$1.7 million (before costs) to establish the capability for the Company to assess customers for and to fund loans under the RentBond brand, and otherwise for general working capital purposes.

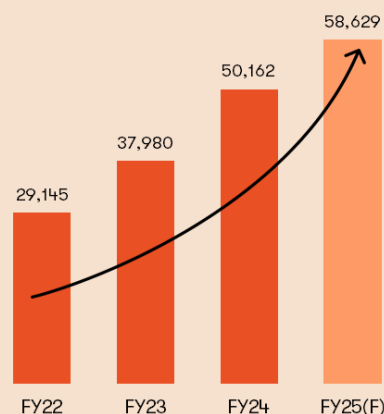
OVERVIEW

"We've been reviewing our product suite to determine where we can improve margins to accelerate our path to profitability. RentBond is a clear example of the opportunity available to us given that there is ample room to deliver a better customer experience as well as significantly improving our margins," said Rent.com.au CEO Mr Jan Ferreira.

RentBond is an existing product that Rent.com.au has offered (via funding partners) for more than 10 years. In that time more than 36,000 families have been able to secure their rental homes thanks to over \$80 million of RentBond loans. Over the past two financial years, applications for a RentBond loan have increased from 29,145 during the financial year ended 30 June 2022, to 50,162 for the financial year ended 30 June 2024. The level of application growth that has been achieved has not translated into a similar financial benefit for Rent.com.au and, with its funding agreement with Fair Go Finance ('Fair Go') ending on 30 June 2025, the Company is exploring its options which could range from a new arrangement with Fair Go under improved terms, through to the Company fully providing the product to customers as the lender.

"We already have the customer demand, we have the skills within the management team, and we have the capability, licencing and infrastructure via our RentPay platform to deliver the product. The funds raised via the Entitlements Issue will allow us to progress opportunities for the RentBond product so that we can start delivering better outcomes for customers and the Company alike," said Mr Ferreira.

RENTBOND APPLICATIONS



The Entitlements Issue will be a non-renounceable, pro-rata offer on the basis of 1 new Share for every 8 Shares held at the record date for the offer of up to 94,770,690 new fully paid ordinary shares ("Shares") at an issue price of \$0.018 per Share together with one free Attaching Option (exercise price \$0.04 and expiry date of 31 December 2025) for every two (2) Shares subscribed for. The Attaching Options are of the same class and conditions as existing RNTO quoted options. It is expected that the Entitlements Issue will raise approximately \$1.7 million before costs.

Eligible Shareholders will be entitled to apply for Shortfall Shares in priority to the Underwriter and sub-underwriters.

The Entitlements Issue has been fully underwritten by RM Corporate Finance Pty Ltd ("RM Corporate Finance" or "the Underwriter"), with the Company's directors and key management personnel either committing to take up their entitlements or having entered into sub-underwriting agreements totalling approximately \$270,000. The board and management will not earn any fees from this commitment.

Further details of the Underwriting Agreement, Sub-Underwriting Agreements and the Entitlements Issue generally is provided in the Prospectus released on the ASX today and despatched to shareholders in accordance with ASX requirements.

"In addition to the strong level of support from the Board and management, other substantial shareholders have indicated that they will take up their Entitlements. On the back of what is proving to be a good quarter for Rent.com.au and new momentum for RentPay, we find ourselves in an excellent position to accelerate our path to profitability," concluded Mr Ferreira.

This announcement is authorised by the Board of Directors.

INDICATIVE TIMETABLE

The indicative timetable for the Entitlement Issue is as follows:

EVENT	DATE
Lodgement of Prospectus with ASIC (pre-market)	Friday, 21 March 2025
Announce the Offers & Prospectus and Appendix 3B are lodged on ASX platform (pre-market)	Friday, 21 March 2025
Existing Shares quoted on an "ex" basis	Tuesday, 25 March 2025
Record Date	Wednesday, 26 March 2025
Prospectus and Entitlement and Acceptance Form sent to Eligible Shareholders	Friday, 28 March 2025
Offers Open	Friday, 28 March 2025
Last Day to extend offer closing date*	Wednesday, 9 April 2025
Closing Date of Offers*	Monday, 14 April 2025
Securities quoted on a deferred settlement basis from market open	Tuesday, 15 April 2025
ASX and Underwriter notified of under subscriptions	Thursday, 17 April 2025
Issue date and lodgement of Appendix 2A with ASX applying for quotation of the securities (before noon Sydney time) under Entitlement Offer **	Tuesday, 22 April 2025
Shortfall Settlement Date and Issue of Underwriter Options **	Monday, 28 April 2025

* Subject to the ASX Listing Rules, the Directors reserve the right to extend the Closing Date. Any extension of the Closing Date will have a consequential effect on the anticipated date for issue of the Shares.

** indicative date only.

UNDERWRITING AGREEMENT

The material terms of the underwriting agreement between the Company and RM Capital are as follows:

- **Underwriting commitment:** 100% of the Entitlement Offer, to be reduced to the extent of allocations to eligible shareholders that subscribe for their entitlements, shortfall allocations and sub-underwriting commitments.
- **Conditions precedent:**
 - The Company lodges the Prospectus with ASIC on the Lodgement Date;
 - the Company furnishes an entitlement offer certificate by the time specified and no statement in the entitlement offer certificate is untrue, inaccurate, incomplete or misleading or deceptive in any material respect; and
 - the Company provides the Underwriter with an entitlement offer shortfall certificate by the time specified.
- **Fees** – 2% underwriting fee and 4% management fee on the full Rights Issue amount (with all fees and commissions due to sub-underwriters to be paid by the underwriter), plus 7,500,000 RNTO Options. The Company must also pay the other reasonable costs and expenses of the underwriter for the Rights Issue including a corporate retainer fee of \$30,000 agreed under a separate lead manager mandate with RM Corporate Finance.
- **Termination events** – The Underwriter may terminate its obligations under the Underwriting Agreement if:
 - (a) **entitlement offer certificate:** the Company fails to furnish an entitlement offer certificate by the time specified or if any statement in the entitlement offer certificate is untrue, inaccurate, incomplete or misleading or deceptive in any material respect;
 - (b) **unable to issue Offer Securities:** the Company is prevented from allotting and issuing the Securities pursuant to the Entitlement Offer within the time required by the Listing Rules, applicable Laws, an order of a court of competent jurisdiction or a Government Agency;
 - (c) **ASX announcement:** the Company fails to lodge the announcement of the Entitlement Offer by the date specified in the Underwriting Agreement;
 - (d) **Prospectus:** any of the following occurs:
 - (i) there is a material omission from the Prospectus;
 - (ii) the Prospectus contains a misleading or deceptive statement;
 - (iii) a statement in the Prospectus becomes misleading or deceptive;
 - (iv) a forecast in the Prospectus becomes incapable of being met or unlikely to be met in the projected time;
 - (v) the Prospectus does not comply with section 713 of the Corporations Act; or
 - (vi) any other matter (not covered in (i) to (v) above) occurs in respect of the Prospectus that is referred to in section 719 of the Corporations Act;
 - (e) **breach of significant contracts:** the Company (or a related body corporate) breaches, terminates, alters, amends or voids any significant or material contracts referred to in the Prospectus without the prior consent of the Underwriter;
 - (f) **corporations act:** any of the following occur:
 - (i) ASIC applies for an order under section 1324B of the Corporations Act in relation to the Prospectus and the application is not dismissed or withdrawn before the Closing Date;
 - (ii) ASIC gives notice of intention to hold a hearing in relation to the Prospectus under section 739(2) of the Corporations Act or makes an interim order under section 739(3) of the Corporations Act; or

- (iii) any person other than the Underwriter who consented to being named in the Prospectus withdraws that consent;
- (g) **supplementary prospectus:** the Underwriter, having elected not to execute its right to terminate its obligations under the Underwriting Agreement as a result of an occurrence described in paragraph (d), reasonably forms the view that a supplementary or replacement document must be lodged with ASIC under section 719 of the Corporations Act and the Company does not lodge a supplementary or replacement document in the form, with the content and within the time reasonably required by the Underwriter;
- (h) **withdrawal:** the Company withdraws the Entitlement Offer;
- (i) **market fall:** the S&P/ASX 200 Index on any two consecutive business days in the period from announcement of the Entitlement Offer to settlement of the Entitlement Offer is 5% or more below the level of that index as at the close of trading on the Business Day before the date of the Underwriting Agreement;
- (j) **ASIC action:**
- (i) an application is made by ASIC for an order under Part 9.5 of the Corporations Act in relation to the Entitlement Offer or the Prospectus and such application becomes public or is not withdrawn within 1 Business Day after it is made or where it is made less than 1 Business Day before the date specified in the Underwriting Agreement, it has not been withdrawn by the that date; or
 - (ii) ASIC commences any investigation or hearing under Part 3 of the *Australian Shares and Investments Commission Act 2001 (Cth)* in relation to the Entitlement Offer or the Prospectus and such investigation or hearing becomes public or is not withdrawn within 1 Business Day after it is commenced or where it is commenced within 1 Business Day before the date specified in the Underwriting Agreement, it has not been withdrawn by the that date.
- (k) **regulatory action:** there is an application to a Government Agency (including, without limitation, the Takeovers Panel) for an order, declaration (including, in relation to the Takeovers Panel, of unacceptable circumstances) or other remedy, or a Government Agency commences any investigation or hearing or announces its intention to do so, in each case in connection with the Entitlement Offer (or any part of it) or any agreement entered into in respect of the Entitlement Offer (or any part of it);
- (l) **listing and quotation:** approval is refused or not granted, or approval is granted subject to conditions other than customary conditions, to the quotation of any Shares by ASX or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld;
- (m) **offences by Directors:** any of the following occurs:
- (i) a Director is charged with an indictable offence;
 - (ii) any Government Agency commences any public action against a Director or announces that it intends to take any such action;
 - (iii) any Director is disqualified from managing a corporation under the Corporations Act;
- (n) **Insolvency:** the Company or a group member is Insolvent (as defined in the Underwriting Agreement) or there is an act or omission which may result in the Company or a group member becoming Insolvent;
- (o) **Timetable:** any event specified in the Timetable is delayed for more than 2 Business Days without the prior written consent of the Underwriter;
- (p) **other termination events:** any of the following events occur which, in the reasonable opinion of the Underwriter: has, or is likely to have, a material adverse effect on the success, marketing or settlement of the Entitlement Offer, the value of the Shares or the willingness of investors to subscribe for Shares pursuant to the Entitlement Offer or the performance of the secondary trading market of the Shares at any time during the 30 day period following the issue of the Shares pursuant to the Entitlement Offer; or leads or is likely to lead to: (a) a contravention by the Underwriter of, or the Underwriter being involved in the contravention of, the Corporations Act or any other applicable law; or (b) a liability of the Underwriter under the Corporations Act or any other applicable law;

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- (i) **(disclosures in Public Information)** the Public Information (as defined in the Underwriting Agreement) includes:
 - (A) a statement which is or becomes misleading or deceptive or likely to mislead or deceive; or
 - (B) any forecasts, expressions of opinion, intention or expectation which are not based on reasonable assumptions;
 - (ii) **(disclosures)** any information supplied by or on behalf of the Company to the Underwriter is or becomes misleading or deceptive in a material respect, including by way of omission;
 - (iii) **(hostilities)** hostilities not presently existing commence (whether war has been declared or not) or a major escalation in existing hostilities occurs (whether war has been declared or not) involving any one or more of the United States, Australia, New Zealand, the United Kingdom, France, Germany, Russia, North Korea, South Korea, China, Japan or a member state of the European Union or the declaration by any of these countries of a national emergency or war or a major terrorist act is perpetrated anywhere in the world;
 - (iv) **(change of law)** there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of Australia or any State of Australia, or any Federal or State authority of Australia adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this Agreement), any of which does or is likely to prohibit or regulate the Entitlement Offer, capital issues or stock markets or adversely affects the Company or investors in it;
 - (v) **(compliance and regulatory requirements)** a contravention by the Company or any entity in the Company of the Corporations Act, the Company's Constitution or any of the Listing Rules, or if the Company commits a fraudulent act;
 - (vi) **(breach)** The Company fails to perform or observe any of its obligations under the Underwriting Agreement;
 - (vii) **(misrepresentation)** a representation or warranty made or given by the Company under the Underwriting Agreement proves to be, or has been, or becomes, untrue or incorrect;
 - (viii) **(market or trading disruption)** there is:
 - (A) a suspension or material limitation in trading in securities generally or any adverse change or disruption to the existing financial markets, political or economic conditions of Australia, Japan, Hong Kong, the Republic of China, the United Kingdom, the United States of America, a member state of the European Union, or the international financial markets or any change in national or international political, financial or economic conditions;
 - (B) a general moratorium on commercial banking activities is declared by the relevant central banking authority in any of those countries; or
 - (C) any adverse change or disruption to the existing financial markets, political or economic conditions of Australia, Japan, Hong Kong, the Republic of China, the United Kingdom, the United States of America, a member state of the European Union or the international financial markets or any change in national or international political, financial or economic conditions;
 - (ix) **(change in management)** a change in the senior management of the Company or in the board of directors of the Company is announced or occurs;
 - (x) **(adverse change)** there is an adverse change, or an event occurs which is likely to give rise to an adverse change, in the financial position, results, operations or prospects of the Company;
 - (xi) **(new circumstances)** in the reasonable opinion of the Underwriter, a new circumstance arises that would have been required to be disclosed in the Prospectus had it arisen before the Prospectus were lodged with ASX;
 - (xii) **(forecasts)** there:

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- (A) are not reasonable grounds, in the reasonable opinion of the Underwriter, for any statement by the Company in the Prospectus that relates to future matters (including financial forecasts);
 - (B) ceases to be reasonable grounds, in the reasonable opinion of the Underwriter, for any statement by the Company in the Prospectus which relates to future matters (including financial forecasts) and the Company does not issue a supplementary prospectus;
- (xiii) **(constitution)** the Company varies any term of its constitution without the prior written consent of the Underwriter to the terms of the variation, such consent not to be unreasonably withheld;
- (xiv) **(change to company)** the Company:
- (A) alters the issued capital of the Company;
 - (B) disposes or attempts to dispose of a substantial part of the business or property of the Company,
without the prior written consent of the Underwriter (which must not be unreasonably withheld or delayed); or
- (xv) **(charges)** the Company or any of its related bodies charges, or agrees to charge, the whole or a substantial part of the business or property of the Company other than:
- (A) a charge over any fees or commissions to which the Company is or will be entitled;
 - (B) as disclosed in the Prospectus; or
 - (C) as agreed with the Underwriter (acting reasonably).

The Underwriting Agreement also contains several undertakings, indemnities, representations and warranties from the Company to the Underwriter that are considered standard for an agreement of this type.