

ASX Release
26 August 2025

\$3.9M Options Underwriting Agreement Executed

Decidr AI Industries Ltd (ASX: DAI) (“DAI” or the “Company”) is pleased to announce it has entered into an option underwriting agreement (“Underwriting Agreement”) with Morgans Corporate Limited (“Morgans” or the “Underwriter”) to fully underwrite the exercise of listed options, exercisable at \$0.25 each and expiring at 5:00pm (AEST) on 31 August 2025 (“Listed Options”).

Under the Underwriting Agreement, the Underwriter will underwrite up to 15,634,029 Listed Options which remain unexercised at the expiry date (“Underwritten Options”), representing an underwriting amount of \$3,908,507 (“Underwritten Amount”), by subscribing for shares on the exercise of the Underwritten Options (“Shortfall Shares”).

Highlights

- Listed Options Underwriting Agreement ensures a minimum of \$3.9M in funding of a total potential \$7.8M worth of listed options, expiring 31 August 2025 exercisable at \$0.25 each.
- At the time of the announcement, 15,465,971 listed options expiring 31 August 2025 have been (or are in the process of being) converted for a value of \$3,866,492.
- The Company is well funded to support the upcoming DecidrOS Beta release, onboarding commercial clients and partners, and expanding horizontal AI platform adoption.

Executive Chairman David Brudenell commented:

“We are pleased to have secured this underwriting arrangement as we enter the next stage of Decidr’s commercial rollout. The additional capital ensures we are well positioned to accelerate the launch of DecidrOS and expand the number of embedded agents across partner ecosystems.”

For the purposes of Listing Rule 3.11.3, the Company advises that Morgans Corporate Limited is not a related party of the Company and will receive a fee of 4% (excluding GST) of the final underwritten amount. The Underwriting Agreement is otherwise on standard commercial terms and includes market-standard termination events (see Annexure A).

Any Shortfall Shares to be issued to the Underwriter (and any sub-underwriters, if appointed) under the Underwriting Agreement are expected to be issued in accordance with ASX Listing Rule 7.2 (Exception 10) and will not require shareholder approval nor count toward the Company’s placement capacity under ASX Listing Rule 7.1.

-Ends-

For further information, please contact:

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This announcement has been authorised for release by the Board of DAI.

About Decidr AI Industries (ASX:DAI)

Decidr AI Industries is an Agentic AI Enablement Group. With a controlling interest in Decidr.ai, the Group is transforming into an AI-enablement company following the successful deployment of cutting-edge applications using technology developed by Decidr. DAI will also leverage this technology to fuel innovation through new product development, in additional sectors and geographies to unlock rapid growth and gain a competitive edge for its existing businesses and its go-to-market strategy.

To be updated on all DAI activities, news and access historical information register on the DAI Investor Portal: <https://decidrindustries.ai/auth/signup>

For more information see:

<https://decidrindustries.ai>

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Annexure A

The obligation of the Underwriter to underwrite the Shortfall Shares is subject to certain events of termination, listed in this annexure. The events not marked with an “*” are not subject to any materiality thresholds, meaning that the Underwriter may terminate if the Underwriter becomes aware of the event happening. Events are marked with an “*” where the Underwriter may terminate if it becomes aware of the event happening and in its reasonable opinion:

- a) the event has had or is likely to have, individually or in the aggregate, a material adverse effect on the financial condition, financial position or financial prospects of the Company, the or the Company and its wholly owned subsidiaries (“Company Group”) or the market price of the Shortfall Shares; or
- b) the event has had or is likely to have, individually or in the aggregate, a material adverse effect on the success or outcome of the issue of the Shortfall Shares (the “Issue”), or the ability of the Underwriter to market or promote or settle the Issue; or
- c) the event has had or is likely to have, individually or in the aggregate, a material adverse effect on the willingness of investors to subscribe for Shares; or
- d) the Underwriter will or is likely to contravene, be involved in a contravention of, or incur a liability under the Corporations Act or any other applicable law as a result of the event.

Termination events

- a) **(suspension of banking services)** a general moratorium on commercial banking activities in Australia, the United States of America or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or securities settlement or clearance services in any of those countries;
- b) **(change of law)** there is introduced into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a law or any new regulation is made under any law, or a Government Agency adopts a policy, or there is any official announcement on behalf of the Government of the Commonwealth of Australia or any State or Territory of Australia or a Governmental Agency that a law or regulation will or may be introduced or policy adopted (as the case may be) which materially prohibits or regulates the business activity of the Company or the Company Group, the Issue, capital issues generally in Australia, or stock markets generally in Australia;
- c) **(market fall)** at any time the S&P/ASX All Ordinaries Index falls to a level that is 90% or less of the level of the S&P/ASX All Ordinaries Index on the ASX trading day immediately preceding the date of the agreement and closes at or below that 90% level

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- i. for at least two consecutive ASX trading days prior to the shortfall subscription date; or
 - ii. On the ASX trading day immediately prior to the shortfall subscription date;
 - d) (**regulatory requirements**) the Company or an entity in the Company Group contravenes its constitution, the Corporations Act or any other applicable law or regulation, or the Listing Rules or the Market Rules, and the contravention, if remediable, is not promptly and completely remedied to the reasonable satisfaction of the Underwriter;
 - e) (**ASIC actions**) any of the following actions is taken:
 - i. (**investigation**) an application is made by ASIC for an order under Part 9.5 of the Corporations Act in relation to the Issue or ASIC commences or directs any investigation or hearing under Part 3 Division 1 of the ASIC Act in relation to the Issue; or
 - ii. (**examination**) ASIC commences an examination of any person or requires any person to produce documents in connection with the Issue under sections 19 or 30, 31, 32A or 33 of the ASIC Act;
 - f) (**offence by director**) a director of the Company is charged with an indictable offence;
 - g) (**disqualification of director**) a director of the Company is disqualified from managing a corporation under sections 206B, 206C, 206D, 206E, 206F or 206G of the Corporations Act;
 - h) (**breach of agreement**) the Company fails to perform or observe any of its material obligations under the agreement and that failure is not remedied to the satisfaction of the Underwriter (acting reasonably);
 - i) (**Company breach of warranty**) a representation or warranty made or given by the Company under the agreement proving to have been untrue or incorrect in any material respect and the matters rendering the representation or warranty untrue in such respect are not remedied to the satisfaction of the Underwriter (acting reasonably);
 - j) (**undisclosed security interest over Company's assets**) the Company or an entity in the Company Group grants a security interest in, or agrees to grant a security interest in, the whole or a substantial part, of its business or property;
 - k) (**Company insolvency**) an insolvency event occurs with respect to the Company or any entity in the Company Group;
 - l) (**Timetable not met**) any date in the Timetable is not met for more than fifteen (15) Business Days otherwise than as the direct result of actions taken by the Underwriter (unless those actions were requested by the Company) or the actions

of the Company (where those actions were taken with the prior consent of the Underwriter);

- m) (**forward looking statements**) any statement made by the Company prior to the allotment date which relates to future matters is or becomes, in the reasonable opinion of the Underwriter, incapable of being met;
- n) (**legal proceedings**) material legal proceedings are commenced by a person other than the Underwriter against an entity in the Company Group or any director of the Company in their capacity as a director of the Company;
- o) (**judgment and execution**) a judgment for more than \$800,000 is obtained against the Company or an entity in the Company Group, or any process, such as distress, attachment or execution, for an amount over \$800,000 is issued against, levied or enforced upon any assets of the Company or an entity in the Company Group and is not paid, set aside or satisfied within ten (10) business days;
- p) (**regulatory action**) any Governmental Agency commences any public action against the Company or any of its directors or announces that it intends to take any such action;
- q) (**Shortfall Notice and Compliance Certificate**) the Shortfall Notice or Compliance Certificate is not furnished by the Company or a statement in the Shortfall Notice or Compliance Certificate is untrue or incorrect in a material respect;
- r) (**misleading statements generally**) any information supplied by or on behalf of the Company to the Underwriter in relation to the Company Group or the Issue is materially misleading or deceptive or there is a material omission from it;
- s) (**corrective action**) corrective action is in the reasonable opinion of the Underwriter required to be taken under the Corporations Act, and the Company fails to take that action to the reasonable satisfaction of the Underwriter;
- t) (**prescribed occurrence**) an event specified in subsection 652C(1) or subsection 652C(2) of the Corporations Act occurs, as if the references to 'target' were references to the Company, other than as envisaged by the agreement;
- u) (**finance default**) an event of default occurs in any banking accommodation or financing facility of the Company or an entity in the Company Group;
- v) (**material adverse change**) there is a material adverse change in assets, liabilities, financial position or performance, profits, losses or prospects of the Company or an entity in the Company Group (insofar as the position in relation to an entity in the Company Group affects the overall position of the Company), from those respectively disclosed to ASX, or a change in the nature of the business of the Company Group from that disclosed to ASX, including but not limited to:
 - i. (**prospects**) any material change in the earnings, future prospects or forecasts of the Company or an entity in the Company Group;

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- ii. **(nature of business)** any material change in the nature of the business conducted by the Company or an entity in the Company Group;
 - iii. **(asset disposal)** any disposal by the Company or agreement by the Company to dispose of the whole, or a substantial part, of its business or property;
 - iv. **(insolvency)** the insolvency or voluntary winding up of the Company or an entity in the Company Group or the appointment of any receiver, receiver and manager, liquidator or other external administrator; and
 - v. **(financial position)** any significant change in the assets, liabilities, financial position or performance, profits and losses of the Company Group from those respectively disclosed in the Company's most recently published financial or other information; or
- w) **(adverse publicity)** any material adverse or negative publicity or findings of any kind against either the Company or any of its directors or officers;
- x) **(financial markets)** any adverse change or disruption to the existing financial markets, political or economic conditions of Australia, New Zealand, the United States, the United Kingdom, any member state of the European Union, Japan, Singapore or the Peoples Republic of China (including Hong Kong) ("Specified Jurisdictions") from those existing at the date of the Agreement;
- y) **(hostilities)** major hostilities not existing at the date of the Agreement 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 Specified Jurisdictions or a national emergency is declared by any of those countries, in each case excluding any change or disruption that results from the present conflict or hostilities primarily involving Russia and Ukraine ("Russia-Ukraine Hostilities") or Israel and Iran ("Israel-Iran Hostilities");
- z) **(Russia Ukraine Hostilities)** in respect of the Russia Ukraine Hostilities, any of the following occurs:
- i. the commencement of active and direct involvement in the hostilities by a North Atlantic Treaty Organisation member country or Australia;
 - ii. the confirmed use of nuclear, chemical or biological weapons; or
 - iii. an attack on a nuclear facility;
- aa) **(Israel-Iran Hostilities)** in respect of the Israel-Iran Hostilities, any of the following occurs:
- i. the commencement of active and direct involvement in the hostilities by a North Atlantic Treaty Organisation member country or Australia;

- ii. the confirmed use of nuclear, chemical or biological weapons; or
- iii. an attack on a nuclear facility.

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