

**Sydney**

Level 27, 39 Martin Place,
Sydney NSW 2000

P.O. Box H227 Australia Square
NSW 1215

131 279

+61 2 9338 0000 (from overseas)

asx.com.au

26 August 2026

Australian Securities and Investments Commission
Ms Vivienne Tannock
Senior Executive Leader, Market Infrastructure
Level 5, 100 Market Street
SYDNEY NSW 2000

ASX Market Announcements Office
ASX Limited
Level 27, 39 Martin Place
SYDNEY NSW 2000

Market Announcement

Dividend Reinvestment Plan and Partial Underwriting

On 13 August 2026, ASX Limited (**ASX**) announced that its Dividend Reinvestment Plan (**DRP**) would apply to its FY26 final dividend of 104.7 cents per share, scheduled to be paid on 21 September 2026.

Approximately 31.06% of ASX's shareholders have elected to participate in the **DRP**, representing \$63.56m of the total \$204.6 million dividend.

In accordance with ASX's **DRP** Rules, new shares will be issued at a 2.5% discount to the average of the daily volume weighted average price of ASX shares over a nine-trading day period which commences today (26 August 2026).

In connection with the **DRP**, ASX has now entered into an agreement with Barrenjoey Markets Pty Limited (**Barrenjoey**) to underwrite approximately 18.94% of the FY26 final dividend, resulting in a total **DRP** size of 50% or \$102.3 million when taking into account the shareholder participation noted above. No discount will apply to the shares issued to Barrenjoey as underwriter.

In accordance with ASX Listing Rule 3.10.9, the details and summary of the terms of the underwriting agreement with Barrenjoey required to be disclosed are set out in the Schedule to this announcement.

Release of market announcement authorised by:
Andrew Tobin
Chief Financial Officer

Further enquiries

Media

Tracy Lee
General Manager, Corporate Affairs
+61 414 887 129
tracy.lee@asx.com.au

Analysts and investors

Simon Starr
General Manager, Investor Relations &
Sustainability
+61 416 836 550
simon.starr@asx.com.au

For personal use only

Schedule

Underwriter	Barrenjoey Markets Pty Limited ABN 66 636 976 059 (Barrenjoey)
Extent of underwriting	Partially underwritten of approximately 18.94% of the value of the dividend (approximately \$38.74 million), being the difference between 50% of the value of the dividend and the participation by ASX's shareholders in the DRP for this dividend (DRP Underwritten Amount).
Fees, commission or other consideration payable (including any discount the underwriter receives)	A brokerage fee of \$150,000 plus costs associated with hedging activity (capped at \$25,000), payable on delivery of the DRP Underwritten Amount by 4.00pm on 21 September 2026 (Settlement Date).
Summary of significant events that could lead to the underwriting agreement being terminated	Events that occur after the date of the Underwriting Agreement could trigger a right for Barrenjoey to terminate its obligations under the Underwriting Agreement at any time prior to 4.00pm on the Settlement Date include: • (disclosures) a statement in any of the DRP Offer Documents is or becomes false, misleading or deceptive in any material respect or is likely to mislead or deceive in any material respect, or a material matter required to be included is omitted from an Offer Document; • (new circumstances) a new circumstance arises after the Announcement is released that would have been required to be included in the Announcement if it had arisen before its release and is (in Barrenjoey's opinion) adverse to an investor; • (suspension) ASX is removed from the official list of ASX or ASX's shares become suspended from official quotation by ASX for more than 1 business day or quotation of all the DRP Offer Shares is not granted; • (regulatory action) Government Agency commences, or notifies an intention to commence, any action against ASX or its related bodies corporate or any of their directors or officers; • (prosecution) ASX or its related bodies corporate or any of their respective directors or officers engage, or have engaged in, any fraudulent conduct; an ASX director or officer is charged or convicted with an indictable offence relating to any financial or corporate matter; or an ASX director is disqualified from managing a corporation under the Corporations Act; • *(legal proceedings) legal proceedings are commenced against ASX or any of its related bodies or their directors or officers which are likely to have an adverse impact on the Company or any of its related bodies corporate; • (Closing Certificate): ASX doesn't provide the Closing Certificate as and when required by the Underwriting Agreement or *a statement in the Closing Certificate is false, misleading, inaccurate, untrue or incorrect; • (regulatory approvals) a Government Agency withdraws, revokes or amends any regulatory approvals required for ASX to perform its obligations under the Underwriting Agreement or to carry out the transactions contemplated by the Offer Documents, the DRP Offer or the DRP; • (issue of shares) ASX is unable to issue the DRP Offer Shares or the DRP Underwritten Shares in accordance with the DRP Timetable; • (withdrawal) ASX withdraws or revokes the Dividend, the DRP Offer or a DRP Offer Document or indicates that it does not intend to proceed with the Dividend, the DRP or the DRP Offer; • (insolvency) ASX or any related body corporate becomes Insolvent, or there is an act or omission which is likely to result in ASX or a related body corporate becoming Insolvent;

For personal use only

- (Timetable) an event specified in the Timetable up to and including the Settlement Date is delayed by more than 2 Business Days without the prior written approval of Barrenjoey (such approval not to be unreasonably withheld or delayed);
- (unauthorised change) ASX alters its capital structure or constitution in a material respect without the prior written consent of Barrenjoey;
- (change of control) a scheme of arrangement is announced by ASX, or a takeover or other offer to ASX's shareholders is announced by another person, which, if implemented, may result in a person or their associates acquiring voting power in ASX or any related body corporate of more than 50%;
- (force majeure) an occurrence makes it illegal or impossible for Barrenjoey to satisfy an obligation under the Underwriting Agreement, including: any statute, regulation, directive or request of any Government Agency, orders of any courts or other action which has this impact or any acts of God or other natural forces, civil unrest or other civil disturbance, currency restriction, embargo, action by a Government Agency or similar event;
- (change in management or directors) a change in the Chief Executive Officer or Chief Financial Officer occurs or is announced;
- *(information supplied) any information provided (including prior to the date of this agreement) by ASX to Barrenjoey in relation to ASX, its related bodies corporate, the Dividend, the Offer Document or the DRP Offer is, or becomes, untrue, incorrect, misleading or deceptive;
- *(adverse change) an event occurs which is, or is likely to give rise to adverse change in the assets, liabilities, financial position or performance, profits or losses of ASX or its related bodies corporate, including any adverse change in the assets, liabilities, financial position or performance, profits or losses of ASX or its related bodies corporate from those respectively disclosed in the Announcement or to ASX prior to entry into this agreement;
- *(change of law) there is introduced, or there is a public announcement of a proposal to introduce, a new law or regulation in Australia or any State or Territory of Australia any of which does or would prohibit or regulate the DRP Offer, capital issues or stock markets or adversely affects ASX;
- *(breach of laws) there is a contravention by the Company or any of its related bodies corporate of their respective constitutions or other constituent document, or any applicable law, regulation, authorisation, ruling, consent, judgement, order or decree of any Government Agency (including the Corporations Act 2001 (Cth), the Competition and Consumer Act 2010 (Cth) and the Australian Securities and Investments Commission Act 2001 (Cth));
- *(compliance with law) any of the Offer Documents or any aspect of the Dividend or the DRP Offer does not comply with the Corporations Act, the ASX Listing Rules or any other applicable law;
- (breach) performance of its obligations under this agreement could, in the reasonable opinion of Barrenjoey, give rise to Barrenjoey or one of its related bodies corporate breaching any applicable law or regulation or give rise to a liability of any such entity under any applicable law;
- *(representations and warranties) a representation or warranty provided by the Company is breached, becomes not true or correct or is not performed;
- *(breach) the Company defaults on 1 or more of its undertakings or obligations under the Underwriting Agreement;
- *(hostilities) hostilities not presently existing commence or a major escalation in existing hostilities occurs (whether or not war or a national emergency has been declared); the declaration of a new national emergency or a major escalation of an existing national emergency occurs; or a major terrorist attack is perpetrated, involving any one or more of Australia, New Zealand, Hong Kong, Singapore, the United States of America, the United Kingdom or any member of the European Union, or any diplomatic, military, commercial or political establishment of any of these countries anywhere in the world;
- *(disruption in financial markets) a general moratorium on commercial banking activities in Australia and New Zealand is declared by the relevant central banking

authority in those countries, or there is a disruption in commercial banking or security settlement or clearance services in any of those countries; any adverse disruption or change to the existing financial markets, political or economic conditions or currency exchange rates or controls of Australia and New Zealand; or trading in all securities quoted or listed on ASX, the New York Stock Exchange or the London Stock Exchange is suspended or limited for 1 day on which that exchange is open for trading.

Barrenjoey may only terminate the Underwriting Agreement in respect of events marked with an asterisk (*) if it has reasonable and bona fide grounds to believe, and does believe, that the event:

- has or may have a material adverse effect on the success, settlement or outcome of the DRP Offer or the likely trading price of ASX's Shares;
- has or may have a material adverse effect on the liquidity of ASX's Shares during the Pricing Period; or
- has given or is likely to give rise to: a liability for Barrenjoey under any applicable law; or a contravention by Barrenjoey of any applicable law.