



ASX ANNOUNCEMENT

23 November 2023

UPDATE ON POTENTIAL CONTROL TRANSACTION WITH IDEAGEN

Damstra Holdings Limited (ASX: DTC) (**Damstra** or the **Company**) refers to its announcement on 10 November 2023 regarding its ongoing discussions with Ideagen Limited (**Ideagen**) in relation to a conditional, non-binding, indicative proposal to acquire 100% of Damstra's shares for \$0.27 cash per Damstra share by way of a scheme of arrangement under Part 5.1 of the *Corporations Act 2001* (Cth) (**Proposal**).

The Board of Damstra has formed an independent board committee (**IBC**) to consider the Proposal, comprising the Independent Directors Drew Fairchild (Chair of the IBC), Morgan Hurwitz, Simon Yencken and Sara La Mela. The IBC has agreed to grant Ideagen the opportunity to conduct due diligence for four weeks on an exclusive basis (during which the exclusivity provisions are not subject to a fiduciary carve out). The terms of the exclusivity deed are set out as Appendix A to this announcement.

The Proposal is non-binding and highly conditional. There is no certainty that any binding transaction will proceed or eventuate as a result of the Proposal.

Damstra reiterates that no action is required by shareholders at this time. Damstra will continue to keep the market informed in accordance with its continuous disclosure obligations.

The Company has appointed Jefferies Australia as financial adviser and Gilbert + Tobin as legal adviser.

Authorised for release to ASX by the Independent Board Committee of Damstra Holdings.

Ends

Enquiries

Investors

Paul Burrows

+61 413 513 377

p.burrows@damstratechnology.com

About Damstra

Damstra is a global leader in enterprise protection software. Its Enterprise Protection Platform (EPP) integrates an extensive range of modules and products that allows organisations to mitigate and reduce unforeseen and unnecessary business risks around people, workplaces, assets, and information.

Integral to the Damstra EPP, Damstra's Workforce Management, Learning Management and Connected Worker solutions combine to ensure Protected People. In creating workplaces that are Safe, Damstra's Access Control, Digital Forms and Safety Solutions are utilised. Assets are connected into operations, through integrated Asset Management enabling Asset mobilisation and offerings in RFID and IOT. And lastly Accessible Information, Reporting BI tools and Predictive Analytics are critical to ensuring customers are making the right decisions with the right information.

For more information, please visit <https://www.damstratechnology.com> or visit our LinkedIn page <https://www.linkedin.com/company/damstra-technology>



APPENDIX A
Exclusivity Deed

Exclusivity Deed

—
Damstra Holdings Limited (**Damstra**)
Ideagen Limited (**Ideagen**)
—

Exclusivity Deed

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Details

Date 22 November 2023

Parties

Name	Damstra Holdings Limited ACN 610 571 607
Short form name	Damstra
Notice details	Johannes Risseeuw Address: Level 3, 299 Toorak Road, South Yarra, Victoria, 3141, Australia Email: J.Risseeuw@damstratechnology.com

Name	Ideagen Limited (UK company number 02805019)
Short form name	Ideagen
Notice details	Emma Hayes One Mere Way, Ruddington, Nottingham, NG11 6JS, United Kingdom Emma.Hayes@ideagen.com

Background

- A On or about the date of this deed, Ideagen provided to Damstra a non-binding indicative offer letter in respect of the Potential Transaction.
- B Damstra has agreed to grant Ideagen a period of exclusivity to allow Ideagen to conduct due diligence with a view to finalising the terms of its non-binding indicative offer.
- C Subject to the terms and conditions of this deed, Ideagen and Damstra have agreed to negotiate in good faith with a view to finalising the terms of the Definitive Agreement for the Potential Transaction.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Adviser means, in relation to an entity, any expert adviser or consultant who provides advisory services in a professional capacity to the market in general and who has been engaged by that entity.

Associate has the meaning set out in Division 2 of Part 1.2 of the Corporations Act, as if section 12(1) of the Corporations Act included a reference to this deed and Damstra was the designated body.

ASX means, as the context requires, ASX Limited or the financial markets operated by it.

ASX Listing Rules means the official listing rules of the ASX.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales, Australia.

Competing Proposal means any offer, expression of interest, proposal, transaction or arrangement that, if entered into or completed, would mean a Third Party or two or more Third Parties who are Associates:

- (a) would acquire a Relevant Interest or voting power in 15% or more of the aggregate number of shares in Damstra;
- (b) would enter into, buy, dispose of, terminate or otherwise deal with any cash settled equity swap or other synthetic, economic or derivative transaction connected with or relating to 15% or more of the aggregate number of shares in Damstra or of securities of any other Damstra Group Member;
- (c) would directly or indirectly acquire or become the holder of, or otherwise acquire or have the right to acquire, any legal, beneficial or economic interest in, or control of, all or a substantial part or material part of the business conducted by, or assets or property of the Damstra Group (taken as a whole);
- (d) would acquire Control of Damstra or any other Damstra Group Member;
- (e) may otherwise acquire, or merge with, Damstra or any other Damstra Group Member; or
- (f) require Damstra to abandon, or otherwise fail to proceed with, the Potential Transaction,

whether by way of takeover bid, scheme of arrangement, shareholder approved acquisition, capital reduction, buy-back or sale of assets, sale of securities, assignment of assets and liabilities, strategic alliance, dual-listed company structure (or other synthetic merger), joint venture, partnership, any proposal by Damstra to implement any reorganisation of capital or any other transaction or arrangement, and on the basis that each successive material modification or variation of any proposal, offer, arrangement, expression of interest or transaction in relation to a Competing Proposal will constitute a new Competing Proposal.

Confidentiality Deed means the Confidentiality Deed dated 16 December 2022 between Damstra and Hg Pooled Management Limited acting in its capacity as manager on behalf of limited partnerships comprising Hg Genesis 9 and Hg Genesis 10, as amended or varied from time to time.

Control has the meaning given in the Corporations Act.

Controlled Entity means, in relation to a party:

- (a) a related body corporate of that party; or
- (b) an entity, fund or partnership over which a party (or a related body corporate of a party) exercises control, or by which a party is controlled, within the meaning of section 50AA of the Corporations Act (but read as though section 50AA(4) were omitted).

Corporations Act means the *Corporations Act 2001* (Cth).

Damstra Board means the board of directors of Damstra as constituted from time to time (or any committee of the board of directors of Damstra constituted from time to time to consider a Potential Transaction on behalf of Damstra).

Damstra Group means Damstra and its Related Entities and **Damstra Group Member** means any one of them.

Definitive Agreement means a scheme implementation agreement or deed to be entered into by Damstra and Ideagen (or its nominee) for the purpose of the Potential Transaction, which agreement or deed reflects any agreed terms and assumptions as at the date of that agreement or deed.

Exclusivity Period means the period from and including the date of this deed and ending on the earlier of:

- (a) 5.00pm on 22 December 2023 or such later date as the parties may from time to time agree in writing; and
- (b) termination of this deed under, and in accordance with, clause 4.

Hard Exclusivity Period means the period from and including the date of this deed and expiring 5:00pm (Sydney time) on the date that is 4 weeks from the date of this deed.

NBIO means the letter setting out the confidential, non-binding, indicative proposal from Ideagen to Damstra dated 17 October 2023.

Notice has the meaning given to that expression in clause 6.1.

Potential Transaction means:

- (a) a scheme of arrangement under Part 5.1 of the Corporations Act between Damstra and its shareholders under which Ideagen or a Related Entity of Ideagen acquires 100% of Damstra's ordinary shares not already owned by Ideagen or its Related Entities, on terms recommended by the Damstra Board; or
- (b) any other type of transaction pursuant to which Control of Damstra would pass to Ideagen or a Related Entity of Ideagen agreed in writing by Damstra.

Related Entity means, in relation to an entity (the first entity):

- (a) a Controlled Entity of the first entity;
- (b) an entity of which the first entity is a Controlled Entity; or
- (c) a Controlled Entity of another entity of which the first entity is also a Controlled Entity.

Relevant Interest has the meaning given in the Corporations Act.

Representative means, in relation to an entity:

- (a) a Related Entity or Adviser of that entity or a Related Entity; or
- (b) a director, officer, employee, investment committee member or advisory board member of that entity or of a Related Entity or Adviser.

Third Party means any person other than Ideagen or any of its Related Entities or Representatives.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply to this deed, unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

- (e) A reference to a clause or annexure is a reference to a clause of, or an annexure to, this deed.
- (f) A reference to an agreement or document (including a reference to this deed) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this deed or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (g) A reference to a party to this deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) Mentioning anything after the words **includes, including, for example**, or similar expressions, does not limit what else might be included.
- (i) Nothing in this deed is to be interpreted against a party solely on the ground that the party put forward this deed or any part of it.
- (j) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (k) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (l) Words and phrases not specifically defined in this deed have the same meanings (if any) given to them in the Corporations Act.

1.3 Consents or approvals

If the doing of any act, matter or thing under this deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

2. Negotiation of Definitive Agreement

2.1 Good faith negotiation of the Definitive Agreement

Damstra and Ideagen agree during the Exclusivity Period to negotiate in good faith and commit all reasonably necessary resources (including management and financial, legal and other professional advisory resources) to enable a Definitive Agreement and any other transaction documentation required to implement the Potential Transaction to be prepared, negotiated and finalised before the end of the Exclusivity Period.

2.2 Ceasing to progress Potential Transaction

If during the Exclusivity Period, Ideagen decides to no longer progress the Potential Transaction, Ideagen must notify Damstra in writing promptly, and in any case within 2 Business Days, of any such decision.

2.3 No obligation to proceed with Potential Transaction

The parties agree that, until a Definitive Agreement has been executed by the parties:

- (a) neither of the parties (nor any of their respective Representatives) will be under any obligation to proceed with the Potential Transaction; and
- (b) each of them has the right, at any time and without notice, to terminate discussions or negotiations with the other regarding the Potential Transaction, provided that the foregoing is without limitation to Damstra's obligations, and the agreements and covenants made by Damstra, in and pursuant to clause 3.

3. Exclusivity

3.1 Termination of existing discussions

Damstra represents and warrants to Ideagen that as at the date of this deed:

- (a) neither Damstra nor its Representatives is, directly or indirectly, in any negotiations or discussions, and has ceased any existing negotiations or discussions, in respect of any Competing Proposal with any Third Party or that concern or could reasonably be expected to lead to a Competing Proposal (other than, for the avoidance of doubt, the discussions with Ideagen and its Representatives in respect of the Potential Transaction and the discussions between Damstra and its own Representatives in respect of the Potential Transaction);
- (b) neither Damstra nor its Representatives is party to any agreement, arrangement or understanding with any Third Party (other than a confidentiality agreement) in relation to any actual, proposed or potential Competing Proposal;
- (c) any due diligence access granted to any Third Party for the purposes of such Third Party making, formulating, developing or finalising, or assisting in the making, formulation, development or finalisation of, a Competing Proposal has been terminated; and
- (d) any Third Party to which material non-public information in relation to Damstra or any other Damstra Group Member has been provided or made available for the purposes of such person making, formulating, developing or finalising, or assisting in the making, formulation, development or finalisation of, a Competing Proposal has been requested to return or destroy that non-public information in accordance with any agreed terms of confidentiality currently in place with such Third Party.

3.2 No-shop

During the Exclusivity Period, Damstra must not, and must ensure that each other Damstra Group Member and each Representative of each Damstra Group Member does not, directly or indirectly:

- (a) solicit, invite, encourage or initiate (including, without limiting the application of clause 3.4, by the provision to any Third Party of any non-public information relating to the Damstra Group) any enquiry, expression of interest, proposal, offer, negotiation or discussion; or
- (b) communicate any intention to do any of the things described in clause 3.2(a),

in relation to, or that could reasonably be expected to lead to, the making of an actual, proposed or potential Competing Proposal.

3.3 No-talk

Subject to clause 3.6, during the Exclusivity Period, Damstra must not, and must ensure that each other Damstra Group Member and each Representative of a Damstra Group Member does not, directly or indirectly:

- (a) negotiate, enter into or participate in negotiations or discussions with, or negotiate or enter into any agreement, arrangement or understanding with, any Third Party; or
- (b) communicate any intention to do any of the things described in clause 3.3(a),

in relation to, or that could reasonably be expected to lead to, the making of an actual, proposed or potential Competing Proposal by a Third Party, even where that Third Party's Competing Proposal (or proposed or potential Competing Proposal) was not directly or indirectly solicited, invited, encouraged or initiated by Damstra or any of its Representatives or that Third Party has publicly announced the Competing Proposal.

3.4 No due diligence

Subject to clause 3.6, during the Exclusivity Period, Damstra must not, and must ensure that each other Damstra Group Member and each Representative of a Damstra Group Member does not, directly or indirectly:

- (a) enable any Third Party to undertake due diligence investigations on any Damstra Group Member or their businesses or operations; or

- (b) make available to any Third Party, or permit any Third Party to receive, (in the course of due diligence investigations or otherwise) any non-public information relating to any Damstra Group Member or their businesses or operations,

in relation to, or with a view to obtaining or which could reasonably be expected to lead to an actual, proposed or potential Competing Proposal by that Third Party or any person other than Ideagen or its Representatives or the formulation, development, finalisation or announcement of any such actual, proposed or potential Competing Proposal.

3.5 Notification of approach

During the Exclusivity Period, Damstra must notify Ideagen in writing as soon as possible after becoming aware (and, in any event, no later than 10:00am on the day being 2 Business Days after becoming aware) of the fact that:

- (a) any request, inquiry or proposal made by any person to Damstra, any other Damstra Group Member or any of their respective Representatives for any information relating to any Damstra Group Member or their businesses or operations in connection with, or for the purposes of, such person formulating, developing or finalising, or assisting in the formulation, development or finalisation of, a Competing Proposal has been received;
- (b) any negotiations or discussions have occurred, any approach or attempt by a person to initiate any negotiations or discussions has been made, or any intention by a person to make such an approach or attempt to initiate negotiations or discussions has occurred, in respect of any expression of interest, inquiry, offer or proposal in relation to any actual, proposed or potential Competing Proposal; or
- (c) a proposal (whether or not made to Damstra or any of its Representatives) in connection with, or in respect of any exploration or consummation of, an actual, proposed or potential Competing Proposal has been received,

in each case, whether such matters are solicited or unsolicited or are in writing or otherwise.

3.6 Fiduciary out

The restrictions in clauses 3.3 and 3.4 do not apply after the expiration of the Hard Exclusivity Period to the extent that they restrict Damstra from taking or omitting to take any action with respect to a bona fide actual Competing Proposal (including where such Competing Proposal was received during the Hard Exclusivity Period) which was not solicited, invited, encouraged or initiated in contravention of clause 3.2, provided that the Damstra Board has determined in good faith after:

- (a) consultation with Damstra's financial advisers, that the Competing Proposal is, or would reasonably be expected to lead to, a Superior Proposal; and
- (b) receiving written legal advice from the Target's external Australian legal advisers practicing in the area of corporate law, that compliance with clause 3.3 or 3.4 (as applicable) with respect to the Competing Proposal would, or would be reasonably likely to, constitute a breach of any of the Damstra Board's fiduciary duties or statutory duties.

3.7 Exceptions to the exclusivity arrangement

Nothing in this clause 3 prevents Damstra from:

- (a) engaging with its shareholders (in their capacity as a shareholder of Damstra) in relation to the Damstra Group, provided that such engagement does not relate to Damstra soliciting, inviting or initiating an actual, proposed or potential Competing Proposal (including with any Third Party);
- (b) continuing to make presentations to, and to respond to enquiries from, brokers, portfolio investors, analysts and institutional lenders in the ordinary course in relation to its business generally;
- (c) instructing or receiving advice from its Representatives; or
- (d) fulfilling its continuous disclosure requirements.

3.8 Damstra legal advice

Damstra acknowledges and agrees that it has received legal advice in respect of this deed and the operation of this clause 3.

4. Term and Termination

- (a) This deed, and the parties' obligations under this deed, will terminate and be of no further force or effect on the earliest of the following to occur:
 - (i) the expiry of the Exclusivity Period;
 - (ii) with immediate effect, following Ideagen giving Damstra written notice of termination under clause 2.2;
 - (iii) with immediate effect, following Damstra giving Ideagen written notice of termination, in circumstances where Ideagen has failed to provide a reconfirmation in accordance with clause 5.2;
 - (iv) Damstra's directors publicly recommending a Competing Proposal; and
 - (v) the execution by the parties of a Definitive Agreement in respect of the Potential Transaction.
- (b) Neither party may terminate or rescind this deed except as permitted under this clause 4.

5. Other Acknowledgments

5.1 Potential Transaction

Each party agrees that:

- (a) this deed is not intended to constitute, and does not constitute, an offer capable of acceptance or to otherwise give rise to a binding contract to proceed with the Potential Transaction;
- (b) there is no certainty that the Potential Transaction will proceed; and
- (c) this deed does not constitute a proposal to make a takeover bid for the purposes of section 631 of the Corporations Act.

5.2 Reconfirmation

Ideagen must, by 5.00pm on each Friday during the Exclusivity Period (commencing on Friday, 24 November 2023) by way of email to Michael Stock (Michael.Stock@jefferies.com) and Paul Griffiths (pgriffiths@jefferies.com), re-confirm that Ideagen remains willing to progress a Potential Transaction on the terms (including pricing) as set out in the NBIO.

6. Notices and other communications

6.1 Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or email to the party's address for Notices specified in the 'Details' section of this deed with a copy to the parties noted in the 'cc' subsection (if any), as varied by any Notice given by either party to the other party.

6.2 Effective on receipt

A Notice given in accordance with clause 6.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by email, when the sender's computer or device generates a message confirming that the Notice has been sent,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

7. Miscellaneous

7.1 Consideration

Each party acknowledges entering into this deed and incurring obligations and giving rights under this deed for valuable consideration received from each other party.

7.2 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its approval or consent in any way it considers appropriate (including by imposing conditions), unless this deed expressly states otherwise.

7.3 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

7.4 Approvals and consents

By giving its approval or consent a party does not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.

7.5 Variation and waiver

A provision of this deed or a right created under the deed, may not be waived or varied, except in writing signed by the parties.

7.6 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this deed and other related documentation (including the Definitive Agreement), except for stamp duty.

7.7 Survival

Clauses 6 (Notices and other communications) and 7 (Miscellaneous) survive expiry of the Exclusivity Period and the termination of this deed.

7.8 Entire agreement

- (a) This deed constitutes the entire agreement of the parties about its subject matter and supersede all previous agreements, understandings and negotiations on that subject matter.
- (b) If any provision of this deed is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions of this deed shall remain in full force and effect and shall not be affected, impaired or invalidated.

7.9 Assignment

A party may not assign or otherwise deal with its rights under this deed or allow any interest in them to arise or be varied in each case, without the consent of each other party.

7.10 Governing law

- (a) This deed and any dispute arising out of this deed is governed by the laws of the State of New South Wales, Australia.

- (b) Each party submits to the non-exclusive jurisdiction of the courts of that State and courts of appeal from them, in respect of any proceedings arising out of this deed.

7.11 Counterparts

- (a) This deed may be executed by physical signature in wet ink or electronically (whether in whole or in part) in any number of counterpart or copies, with signatures appearing on different counterparts or copies, and this has the same effect as if the signatures on the counterparts or copies were on a single copy of this deed.
- (b) Without limiting clause 7.11(a), if any of the signatures on behalf of one party are on different counterpart or copies of this deed, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.
- (c) A party who has executed a counterpart of this deed may exchange that executed counterpart with another party by faxing, or by emailing a pdf (portable document format) copy of, the executed counterpart to that other party.
- (d) Each party to this deed consents to each signatory and each party to this deed executing this deed by electronic means.

Signing page

EXECUTED as a deed.

By signing below, each director or secretary (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this deed bearing their signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as their original signature.

Executed by Damstra Holdings Limited
ACN 610 571 607 in accordance with Section 127
of the Corporations Act 2001



Signature of director

JOHANNES LOURENS RISSEEUW

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Paul Burrows.

Name of director/company secretary (print)

Signed on behalf of, and sealed and delivered
by Ideagen Limited (UK company
number 02805019) in the presence of

Seal



Signature of authorised signatory



Name of authorised signatory



Signature of authorised signatory



Name of authorised signatory

Signing page

EXECUTED as a deed.

By signing below, each director or secretary (as applicable) consents to electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this deed bearing their signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as their original signature.

Executed by Damstra Holdings Limited

ACN 610 571 607 in accordance with Section 127 of the Corporations Act 2001

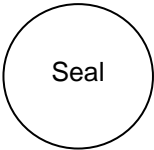
Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Signed on behalf of, and sealed and delivered
by **Ideagen Limited** (UK company
number 02805019) in the presence of



DocuSigned by:
Benjamin Charles Dorks
5D7A330FDDFF0455...
Signature of authorised signatory

Benjamin Charles Dorks

DocuSigned by:
Emma Hayes
22C1C1C237AD4BF...
Signature of authorised signatory

Emma Hayes