



Announcement to ASX
ASX Code: HTG

1 July 2025

CONVERTIBLE NOTE RAISING OF \$500,000

Harvest Technology Group Limited (ASX:HTG) (**Company, Harvest, Group**) advises confirmation of binding commitments for \$500,000 from sophisticated investors of Alto Capital.

The \$500,000 of new funding will be via Unsecured Convertible Notes ("**Notes**"), which are subordinated to existing secured convertible notes currently on issue, being issued on the following terms:

- 500 Notes with a face value of \$1,000 each
- \$500,000 in total raised
- 15% interest per annum
- The Notes will convert on the maturity date (3 months after the issue date) or the date which is 5 business days after the shareholders of the Company approve the issuance of Conversion Shares in accordance with the ASX Listing Rules and all applicable laws (whichever is earlier), at a fixed conversion price of 1.6 cents.
- The issue of 2-year conversion Options based on one (1) new option issued for every one (1) new share at conversion. Each Option will have an exercise price of three (3) cents and a time to expiry of two (2) years from the date the options are issued (terms of the options are outlined in Appendix A)
- The Company must obtain all shareholder approvals under LR7.1 and any other regulatory approvals necessary to enable the conversion of the Notes into ordinary shares, and the issue of the Options. If the Company is unable to receive all approvals for the Note conversion, they will then be redeemed in cash.

Harvest Technology Group's CEO, Ilario Faenza, stated: "We are very pleased with the ongoing support provided by Alto Capital, including the securing of an additional \$500,000 in funding to support our 3-year pathway to profit plan."

- End -

This announcement was authorised for release by the Board of Harvest Technology Group Limited.

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About Harvest Technology Group

Harvest Technology Group Limited (ASX: HTG) is a global leader in network optimised remote operations that deliver real-time remote control, communication, automation, and monitoring capabilities. Headquartered in Perth, Australia, the group of companies is revolutionising remote field services with ultra-low bandwidth Network Optimised Livestreaming solutions that enable customers to stay connected to operations and personnel anywhere in the world while utilising just a fraction of existing bandwidth resources.

To learn more please visit: <https://harvest.technology/>

If you would like to receive the HTG Insights Newsletter for future updates, please visit our website and subscribe at the bottom of the page.

Forward Looking Statements

Statements contained in this release, particularly those regarding possible or assumed future performance, revenue, costs, dividends, production levels or rates, prices, or potential growth of Harvest Technology Group Limited, are, or may be, forward looking statements. Such statements relate to future events and expectations and, as such, involve known and unknown risks and uncertainties. Actual results and developments may differ materially from those expressed or implied by these forward-looking statements depending on a variety of factors.



Appendix A - Terms and conditions of Options

The terms and conditions of the Options are as follows:

1. **Entitlement**

Each Option entitles the holder to subscribe for one Option Share upon exercise of the Option.

2. **Exercise Price**

Subject to paragraph 9 below, the amount payable upon the exercise of each Option will be \$0.03 (**Exercise Price**).

3. **Exercise Period**

Each Option is exercisable at any time after their issue and before 5.00pm (Perth time) on the second anniversary of their date of issue (**Exercise Period**), following such time the relevant Option will automatically lapse and may no longer be exercisable.

4. **Notice of Exercise**

Subject to paragraph 5 below, the Options may be exercised during the Exercise Period by:

- (a) notice in writing to the Company in such form as prescribed by the Company (**Notice of Exercise**);
- (b) delivery to the Company of all original option certificates issued in respect of each Option being exercised; and
- (c) payment to the Company of the Exercise Price for each Option being exercised, in Immediately Available Funds or any other means of payment acceptable to the Company.

5. **Restrictions on Exercise**

A holder may not exercise less than 10,000 Options at any one time unless the holder has less than 10,000 Options in which event the holder must exercise all of its Options together.

6. **Exercise Date**

A Notice of Exercise is only effective on and from the later of:

- (a) the date of receipt by the Company of the Notice of Exercise and relevant original option certificates; and
- (b) the date of receipt by the Company of payment of the Exercise Price in accordance with paragraph **Error! Reference source not found.Error! Reference source not found.**,

(**Exercise Date**).



7. **Timing of issue of Option Shares on exercise**

No later than 15 Business Days after the Exercise Date, the Company will issue the number of Option Shares required under these terms and conditions in respect of the number of Options specified in the Notice of Exercise and for which payment of the Exercise Price has been received by the Company.

8. **Shares issued on exercise**

Option Shares issued on exercise of the Options will, upon issue, be fully paid, will rank equally with all other Shares then on issue and will otherwise be subject to the provisions of the Constitution.

9. **Reorganisation of capital**

If there is any reorganisation of the issued share capital of the Company prior to the exercise of the Options, including any consolidation, subdivision, reduction, cancellation return or bonus issue, then the Exercise Price must be reconstructed in the same proportion and in a manner which will not result in any additional benefits being conferred on a holder which are not conferred on a shareholder but to ensure that, on exercise of any Option held by that holder, the holder will be entitled to receive the same proportion of total Options Shares as it would have been had the reorganisation not occurred.

10. **Participation in new issues**

There are no participation rights or entitlements inherent in the Options and a holder will not be entitled to participate in new issues of capital offered to the shareholders of the Company during the currency of the Options without first exercising the Options prior to the record date for the new issue.

11. **No other change**

An Option does not confer the right to a change in Exercise Price or a change in the number of underlying Shares over which the Option can be exercised, except to the extent required under paragraph 9 above.

12. **Transferability**

The Options are not transferrable without the prior written consent of the Company. Any Option Shares issued upon the exercise of the Options will be generally transferable, subject to any restriction under the Constitution.

13. **Issue of Option Shares subject to applicable law**

Notwithstanding any other provision of this document, the issue of Option Shares is subject to and conditional upon:

- (a) the issue of the Option Shares not resulting in any person being in breach of section 606(1) of the Corporations Act; and
- (b) receipt by the Company of any other required consents or approvals (including from its shareholders) under all applicable laws and the ASX Listing Rules.