

## **InFocus extends financing facility**

InFocus Group Holdings Limited (ASX: **IFG**) (the **Company** or **InFocus**), a data analytics and software solutions company, advises that it has amended and extended an existing Convertible Note financing facility with Obsidian Global GP LLC (Obsidian), enabling the Company to draw up to a further AUD 450,000.

### **Highlights:**

- Obsidian amends and extends convertible note facility with InFocus, enabling up to a further AUD 450,000 to be drawn, with AUD 200,000 to be drawn this week
- Obsidian is restricted from converting extended facility for the first three months unless the IFG share price is above 4 cents per share, with the fixed conversion price being 3 cents (a +87% premium to the last close)

Obsidian first entered into a Convertible Securities Agreement with the Company in May 2024 (the **CSA**). The Company and Obsidian have agreed to amend the CSA to provide for the ability to draw a further AUD 450,000, pursuant to which further notes will be issued (the **Additional Notes**).

The terms of the CSA as amended, and the terms of the Additional Notes are set out in an annexure to this announcement. The Company will also release a Convertible Note Cleansing Statement prior to the issue of the Additional Notes in the coming days.

Issue of the first tranche of Additional Notes will raise AUD 200,000, with a further AUD 250,000 being raised subject to shareholder approval. Noting the available ASX Listing Rule 7.1 capacity, the maximum number of shares the first tranche of Additional Notes can convert into is restricted to 6,600,000 Shares.

Additionally, reflecting Obsidian's long-term view on InFocus, Obsidian have committed to not converting their note in the first three months following the issue of each tranche of Additional Notes unless the IFG shares trade at or above 4 cents per share on the day of or the day prior to conversion.

Funds raised are being applied towards the ongoing expansion of the Company's activities and capabilities, within frontier technologies – particularly digital assets (including cryptocurrencies), big data, artificial intelligence, and machine learning.

The issue of the Additional Notes follows the conversion of all remaining amounts under the existing notes, with an issue of 15,977,366 Shares occurring yesterday.

ENDS

This announcement has been approved by the Managing Director of InFocus Group Holdings Limited.

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**About InFocus Group Holdings Limited**

InFocus Group Holdings Limited (**IFG**) is a data intelligence and software solutions company with proven expertise in data analytics as well as software and platform development. IFG operates four business units: InFocus Analytics, the Frugl Grocery app, and software development consultancy houses Onify and Prodigy9. Together, these business units provide IFG with enterprise-scale capabilities across data analytics, business intelligence, software and platform development, cybersecurity, artificial intelligence and machine learning, and team augmentation.

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**Annexure A: Convertible Note Agreement Terms (Applicable only to the Additional Notes unless otherwise specified)**

<b>Face Value</b>	USD 1.20 per Note.
<b>Aggregate issue price</b>	First Additional Tranche: AUD 200,000 Second Additional Tranche: AUD 250,000
<b>Note Currency</b>	The Notes are being held by the Noteholder in USD. The Notes are also repayable in USD. Where an amount is to be converted from AUD to USD per the terms of the Notes, the prevailing exchange rate published by the Reserve Bank of Australia at that time is to be applied.
<b>Issue Date</b>	First Additional Tranche: occurring this week Second Additional Tranche: Subject to shareholder approval.
<b>Maturity Date</b>	18 months from the date of issue.
<b>Interest</b>	No interest is payable on the Notes, except in the event of a default.
<b>Fixed Conversion Price</b>	AUD 0.03 for the Additional Notes.
<b>Placement Shares</b>	<p>Subject to shareholder approval, the Company will issue to the Noteholder up to a further 25,000,000 Shares on demand from Obsidian.</p> <p>If the Noteholder wishes to reduce the number of Placement Shares outstanding by a set number of Shares, it may do so by:</p> <ul style="list-style-type: none"> <li>(a) providing the Company with written notice (<b>Payment Notice</b>) of its intention to do so; and</li> <li>(b) paying the Company for the reduction, at a price equal to 90% of the average of the lowest 5 daily VWAPs during the 20 Actual Trading Days prior to the Payment Notice.</li> </ul> <p>If the Noteholder converts the Notes into equity, the Noteholder may in its sole discretion apply the Placement Shares to offset the new Shares that would be required to be issued on such conversion.</p> <p>If any Placement Shares remain outstanding following full repayment of the Notes and termination of the Agreement, the Noteholder must either (at its election):</p> <ul style="list-style-type: none"> <li>(c) pay the Company an amount per Placement Share equal to 90% of the average of the lowest 5 daily VWAPs during the 20 Actual Trading Days immediately prior to the date upon which the Noteholder makes the payment; or</li> <li>(d) sell the Placement Shares on market and pay the Company 95% of the net sale proceeds.</li> </ul>
<b>Redemption Amount</b>	110% of the Amount Outstanding (being the Face Value plus any other amounts payable by the Company to the Noteholder) in respect of the Notes.
<b>Early Redemption on raise</b>	<p>The Noteholder may at any time, subsequent to entry into the Agreement:</p> <ul style="list-style-type: none"> <li>(a) where the Company raises funds in aggregate of less than AUD 2,500,000 from any source (other than from the Noteholder), require the Company to apply up 20% of the proceeds of the funds raised (from the first AUD 2,500,000 raised); and</li> <li>(b) where the Company raises funds in aggregate of more than AUD 2,500,000 from any source (other than from the Noteholder), require the Company to apply up 50% of the proceeds of the funds raised (from the funds raised in excess of AUD 2,500,000),</li> </ul> <p>to the redemption of outstanding Notes at the Redemption Amount.</p>
<b>Conversion</b>	<p>While there is an Amount Outstanding:</p> <ul style="list-style-type: none"> <li>• The Notes may be converted by the Noteholder at any time before the Maturity Date by providing a conversion notice.</li> <li>• Each conversion notice must specify details including how many Notes the Noteholder elects to convert, whether the Noteholder is electing to convert the Notes at the Fixed Conversion Price, the</li> </ul>

	<p>Variable Conversion Price or the Conversion Price in the Event of Default, and the number of Shares that the Company must issue to the Noteholder in respect of the Conversion.</p> <p>Shares will not be issued on conversion of any Notes if such conversion would cause any person to hold a relevant interest in more than 20% of the Shares on issue.</p>
<b>Variable Conversion Price</b>	<p>The lesser of:</p> <ul style="list-style-type: none"> <li>(a) 90% of the average of the lowest 5 daily VWAPs during the 20 Actual Trading Days prior to the Conversion Notice Date; and</li> <li>(b) the Fixed Conversion Price.</li> </ul>
<b>Limitations on Conversions at Variable Conversion Price</b>	<p>The Noteholder may only give conversion notices specifying that a Conversion is to occur at the Variable Conversion Price:</p> <ul style="list-style-type: none"> <li>(a) after 31 December 2025; and</li> <li>(b) when any 20-day VWAP subsequent to the relevant issue date of the Notes is less than the Fixed Conversion Price of the relevant tranche of Notes to be converted.</li> </ul>
<b>Early Redemption if Shareholder Approval not Obtained</b>	<p>In the event that Shareholder Approval is not received for the issue of the Placement Shares or for the issue of the Second Additional Tranche on or before 31 August 2025, then:</p> <ul style="list-style-type: none"> <li>(a) the Investor may at any time require the Company to redeem some or all of the outstanding Convertible Securities at the Redemption Amount by giving notice to the Company (a Non-approval Redemption Notice) specifying the amount to be paid by the Company (Non-approval Redemption Amount), the number of outstanding Convertible Securities to be redeemed, and the Purchase at which those Convertible Securities were issued (Non-approval Redemption Convertible Securities).</li> <li>(b) On or before the day which is 10 Business Days after the date on which the Investor gives the Non-approval Redemption Notice, the Company must pay to the Investor (in US\$) the Non-approval Redemption Amount in respect of the Non-issue Redemption Convertible Securities. Upon the Company doing so, the Non-approval Redemption Convertible Securities will be redeemed and the Amount Outstanding will be reduced by the aggregate Face Value of the Non-issue Redemption Convertible Securities</li> </ul>
<b>Security</b>	<p>The Notes continue to be secured by a standard General Security Agreement (<b>Security Documents</b>), on terms customary for agreements of this nature.</p>
<b>Maximum Share Number</b>	<p>Notwithstanding anything else in the agreement, the maximum number of new Shares (which does not include the Placement Shares) that can be issued in relation to the First Additional Notes without the Company first obtaining shareholder approval is 6,600,000 Shares.</p>
<b>Negative Covenants</b>	<p>Whilst the Notes are outstanding, a number of negative covenants continue to apply to the Company, which the Company considers to be broadly on terms customary for securities of this nature.</p> <p>In summary, these include the Company or a subsidiary company being restricted from the following without the Noteholder's written consent (not to be unreasonably withheld or delayed):</p> <ul style="list-style-type: none"> <li>(a) dispose all or part of its assets unless (i) such disposal is in the ordinary course of business and for fair market value; and (ii) where the value of the assets being disposed is greater than AUD 500,000, at least 25% of the net cash proceeds of the disposal are, if required by the Noteholder, applied towards repayment;</li> <li>(b) repay any indebtedness to any related entities of the Company; or (ii) make any payment in reduction of debt for any debt finance raised or debt securities issued by the Company after today (but excluding certain advance funding for R&amp;D rebates (<b>R&amp;D Loan</b>));</li> <li>(c) reduce its issued share capital or any uncalled liability in respect of its issued capital, except by means of a purchase or redemption of the share capital that is permitted under applicable law;</li> <li>(d) issue or agree to issue any equity or equity-linked securities (including options) that have a variable interest rate or any debt, equity or equity-linked securities that are convertible into, exchangeable or exercisable for, or include the right to receive Shares or other securities: (i) at a conversion, repayment, exercise or exchange rate or other price that is based on, and/or varies with, the trading prices of, or quotations for, the Shares; or (ii) at a conversion, repayment, exercise or exchange rate or other price that is subject to being reset at some future date after</li> </ul>

	<p>the initial issuance of such debt, equity or equity-linked security or upon the occurrence of specified or contingent events; but nothing in this clause prevents the Company from issuing fixed-rate instruments;</p> <ul style="list-style-type: none"> <li>(e) issue or agree to issue any debt, equity or equity-linked securities or otherwise raise any debt or equity capital other than where: (i) the Company has first offered the Noteholder in writing a prior opportunity to provide the debt, acquire the equity or equity-linked securities or otherwise provide the debt or equity capital; (ii) the Noteholder does not accept the offer within 10 Business Days of receiving it; and the Company issues or agrees to issue the debt, equity or equity-linked securities or otherwise obtain the debt or equity capital from a third party on the same terms as the Company offered to the Noteholder, within 3 months of offering them to the Noteholder; but nothing in this clause prevents or restricts an issue of Shares that is an issue of Shares in respect of a genuine acquisition, certain issues of Shares in lieu of cash payments to suppliers or employees, or debt that is an R&amp;D Loan;</li> <li>(f) undertake any consolidation of its share capital;</li> <li>(g) materially change the nature of its business;</li> <li>(h) make an application under section 411 of the Corporations Act;</li> <li>(i) except for R&amp;D Loan security, grant any Security Interest over any of its assets that have an aggregate value exceeding AUD 150,000, or allow a Security Interest to come into existence over any assets of any Group Company that have an aggregate value exceeding AUD 150,000; or</li> <li>(j) transfer the jurisdiction of its incorporation.</li> </ul>
<p><b>Representations and warranties</b></p>	<p>The Company has provided the Noteholder with customary representations and warranties.</p>
<p><b>Events of default</b></p>	<p>The Agreement includes events of default which the Company considers to be broadly on terms customary for securities of this nature, including but not limited to, in summary:</p> <ul style="list-style-type: none"> <li>(a) failing to pay an amount owed to the Noteholder;</li> <li>(b) a material breach or failure to comply with any material obligation under the transaction documents (and does not rectify such breach or failure within 10 Business Days of notice of such);</li> <li>(c) any of certain disclosure materials are inaccurate, false or misleading in any material respect (including by omission), as of the date on which it is made or delivered;</li> <li>(d) the occurrence of an insolvency event;</li> <li>(e) the Company does not obtain the shareholder approval required under the Agreement;</li> <li>(f) the Company fails to repay the Non-approval Redemption Amount in respect of the number of Convertible Securities specified in a Non-approval Redemption Notice on or before the day which is 10 Business Days after the date on which the Investor gives the Non-approval Redemption Notice.</li> <li>(g) a suspension of trading, stop order, or removal of the Company or the Shares from the ASX Official List is requested by the Company or imposed on the Company except for a suspension of trading not exceeding 5 trading days in any rolling twelve month period or as agreed by the Noteholder;</li> <li>(h) any Notes or Shares are not issued to the Noteholder on the date upon which they are required to be issued under the Agreement, or if no date is specified, within 2 Business Days of the issue obligation arising;</li> <li>(i) any Shares are not quoted on ASX by the third Business Day immediately following the date of their issue;</li> <li>(j) the Company fails to comply with the Listing Rules in any material respect;</li> <li>(k) the Company grants a security interest over its assets with an aggregate value exceeding AUD 150,000, or a security interest comes into existence (other than an R&amp;D Loan security) over any assets of the Company exceeding AUD 150,000;</li> <li>(l) an event of default (however described) occurs under the Security Documents;</li> <li>(m) the "Secured Property" under the Security Documents suffers a material diminution in value or utility or a material part of the "Secured Property" suffers total loss or destruction or damage beyond repair or damage to an extent which in the opinion of the Investor renders repair impractical or uneconomical;</li> <li>(n) if any of the "Secured Property" under the Security Documents is taken out of the effective management and control of the Company (except upon a permitted dealing with that property);</li> <li>(o) the occurrence of a Material Adverse Effect;</li> <li>(p) the occurrence of a change of control in respect of the Company.</li> </ul> <p>In the event of an unremedied default, being an event of default that is (a) not capable of being remedied, or is capable of being remedied but has not been remedied within 10 Business Days of its occurrence; or (c) there have been two or more previous events of default, then the Noteholder may be entitled to action against the Company including, but not limited to, (a) an increase in the Face Value of the Notes by 10% in the first instance and afterwards a further 2% for any further unremedied</p>

	<p>default, (b) declaring that the Company redeem the Notes; (c) convert the Notes at a 20% discount to the lowest daily VWAP in the 10 Actual Trading Days prior to the notice; (d) terminate the Agreement; or (e) exercise any right, power or remedy granted to it at law.</p>
<b>Sale Restriction</b>	<p>The Noteholder has agreed the Noteholder must not sell shares on any trading day in excess of the greater of:</p> <ul style="list-style-type: none"> <li>(a) 20% of the daily trading volume on that trading day on ASX and CBOE (as reported by IRESS); and</li> <li>(b) AUD 12,000.</li> </ul> <p>This restriction applies to all Shares held by the Noteholder including those held as a result of conversions of the earlier issued notes.</p> <p>The restrictions detailed above cease in the event of an Event of Default.</p>
<b>Voting rights</b>	<p>The Notes do not confer any right to vote at meetings of members of the Company, except as required by law. The Noteholder will be permitted to attend (but not to vote) at any general meeting of its members.</p>
<b>Quotation</b>	<p>The Notes will not be quoted on ASX.</p>
<b>Transferability</b>	<p>The Notes are transferable, subject to the Noteholder first providing written notice of such transfer to the Company.</p>
<b>Governing law</b>	<p>The Agreement is governed by the laws applying in the State of Western Australia, Australia.</p>

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