

Sydney, Australia – 21 August 2025

Beonic Ltd (ASX: BEO, Beonic or the "Company") is pleased to announce it has secured additional \$440k in subscriptions for convertible notes (Convertible Notes) bringing the total raised to \$4.18m, when added to the \$3.74m subscriptions announced on 12 August 2025

As announced on 12 August 2025, the funds raised will be strategically deployed to accelerate the Company's product roadmap and innovation initiatives, repay existing indebtedness maturing in January 2026 and accelerate the North African Airport Project.

The Convertible Notes are to be issued with a face value of \$1.00 accruing interest at 10% per annum, payable in cash semi-annually and in arrears up to maturity (24 months after issue). The conversion price for the Convertible Note is \$0.24. Each Convertible Note will come with two free attaching options to acquire an ordinary share (Attaching Option). The Attaching Option will be exercisable at \$0.30 on or before three years from the date of issue.

Beonic's largest shareholder (Thorney Group and associated entities) has agreed to subscribe for \$2m worth of Convertible Notes, along with \$730k subscriptions from Beonic Directors. The issue of Convertible Notes and Attaching Options to entities associated with Thorney Group and Directors will be subject to shareholder approval.

Beonic has agreed to amend the terms of the Convertible Note announced on 12 August 2025 to:

- The total issue of 4,180,000 Convertible Notes and 8,360,000 Attaching Options, with 1,450,000 Convertible Notes and 2,900,000 Attaching Options issued out of existing capacity under ASX listing rule 7.1. without shareholder approval;
- The free Attaching Options will granted on the basis of two Attaching Options for each Convertible Note issued; and
- The Noteholder may, at its sole discretion, convert the Notes to Shares at any time after issue and until 14 days prior to the Maturity Date (Early Conversion) at the conversion price of \$0.24 by written notice to BEO.

The detailed terms and conditions of the Convertible Note and the Attaching Options are provided in Annexure A and Annexure B respectively.

---ENDS---

This announcement was approved by the Board of Beonic Ltd

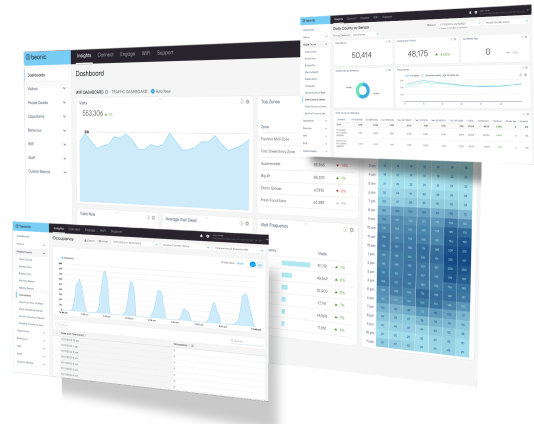
About Beonic

At Beonic, we create intelligent places with our AI-driven platform. Our technology transforms the places where people work, play, travel, shop and meet—optimising touchpoints, driving loyalty, and delivering differentiated experiences.

Our platform unifies your data points on one proprietary platform to give you the insights needed to solve the complex challenges of your present and future.

We ingest data from a diverse range of technologies including WiFi, Camera, People counting, LiDAR, CCTV and IoT devices. We combine these datasets with contextual data like weather, retail sales and sociodemographic to improve operational performance for retailers, airports, stadiums, smart cities and other public and commercial venues.

Beonic further augments insights generated by the platform with its data & marketing services offering: A team of data science and digital marketing consultants who help our clients harness more value from their data.



This announcement has been approved by Beonic Limited's Board.

Learn more at www.beonic.com or follow Beonic updates at <https://au.linkedin.com/company/beonic>

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Annexure A – Convertible Note Terms and Conditions

CLAUSE	TERMS
Face Value of each Convertible Note	\$1.00 (Face Value)
Maturity Date	<ul style="list-style-type: none"> The Convertible Notes will be issued on the Subscription Date and shall be converted or redeemed by the Company on the date that is 24 months following the Subscription Date (or such later date as agreed between the Parties) (Maturity Date). The Convertible Notes shall convert into Shares on the Maturity Date, unless a Redemption Election is made by the Noteholder.
Noteholder Election	<ul style="list-style-type: none"> The Noteholder may, before the Maturity Date, elect that the Convertible Notes shall convert into Shares, by providing the Company with written notice of the conversion in a form acceptable to the Company (acting reasonably) (Conversion Notice). A Conversion Notice, once issued, is irrevocable unless the Company gives prior written approval to the revocation of a Conversion Notice. In the event the Noteholder gives a Conversion Notice, the Noteholder agrees to conversion of the Convertible Notes, which is to occur within five (5) Business Days following receipt by the Company of the Conversion Notice. At any time before the date that is 14 days prior to the Maturity Date, the Noteholder may make an election that the Convertible Notes will be redeemed (Redemption Election) by the Company on the Maturity Date.
Company Election	<ul style="list-style-type: none"> In the event that, at any time prior to the Maturity Date: <ul style="list-style-type: none"> a Change of Control (defined below) occurs in respect of the Company; or the 30-day volume weighted average price of the Company's Shares is greater than \$0.35, the Company may give notice to the Noteholder of its intention to convert the Convertible Notes into Shares (Company Conversion Election). In the event the Company gives a Company Conversion Election, the Noteholder agrees to conversion of the Convertible Notes, which is to occur within five (5) Business Days following receipt by the Noteholder of the Company Conversion Election. For the purpose of this clause, a Change of Control occurs where: <ul style="list-style-type: none"> a person other than the Noteholder acquires a voting power (as defined in the Corporations Act) in the Issuer's Shares in excess of 50%; the Company announces that its shareholders have at a court convened meeting of shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement (excluding a merger by way of scheme of arrangement for the

CLAUSE	TERMS
	<p>purposes of a corporate restructure (including change of domicile, or any reconstruction, consolidation, sub-division, reduction or return) of the issued capital of the Company) and the court, by order, approves the scheme of arrangement; or</p> <ul style="list-style-type: none"> o a takeover bid is announced, has become unconditional, and the person making the takeover bid has a relevant interest (as defined in the Corporations Act) in fifty percent (50%) or more of the issued Shares.
Quotation	<ul style="list-style-type: none"> • The Convertible Notes will not be quoted on the Australian Securities Exchange (ASX) or any other financial market.
Security	<ul style="list-style-type: none"> • The Convertible Notes will be unsecured and the Noteholder will rank equally with all other unsecured creditors of the Company with respect to its interest in the Convertible Notes.
Conversion Price	<ul style="list-style-type: none"> • In the event a Conversion Election is made, each Convertible Note will convert into Shares at a conversion price equal \$0.24 (Conversion Price).
Interest	<ul style="list-style-type: none"> • Interest shall be payable on the Principal Amount from the Subscription Date until the Convertible Notes are either redeemed or converted into Shares. • Interest shall accrue at the rate of 10% per annum, accruing daily from the Subscription Date, computed on a daily basis on a year of 365 days and shall not be capitalised. • Interest shall be payable in arrears on each 6-month anniversary of the Subscription Date (Interest Payment Date) and on the Maturity Date (if not an Interest Payment Date) by way of cash payment to an account nominated by the Noteholder.
Redemption	<ul style="list-style-type: none"> • The Company will be required to redeem the Convertible Notes for their Face Value (plus any accrued but unpaid interest): <ul style="list-style-type: none"> o in the event a Redemption Election is made by the Noteholder, on the Maturity Date; o within 10 business days of a demand by the Noteholder on the occurrence of an Event of Default (as defined below) which has not been remedied within the prescribed time.
Early Redemption	<ul style="list-style-type: none"> • The Company may redeem the whole or part of the Convertible Notes for their Face Value (plus any accrued but unpaid interest) on any day prior to the Maturity Date, on giving not less than 14 days prior written notice to the Noteholder (Prepayment Notice). • In the event the Company issues a Prepayment Notice to the Noteholder, the Noteholder may, within the 14 day period set out in paragraph (a) above, elect that the Convertible Notes are converted in accordance with clause 15 rather than being redeemed (Prepayment Conversion Election), in which case the Company shall give effect to conversion within 5 Business Days following the Prepayment Conversion Election.

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Conversion	<ul style="list-style-type: none"> • The number of Shares to be issued upon conversion will be the aggregate number of Shares calculated by dividing the Face Value of the Convertible Notes by the Conversion Price and any fractional entitlements to Shares will be rounded down to the nearest whole number. • If the Convertible Notes are converted, the Company will make application for official quotation by ASX of all Shares issued upon conversion as soon as reasonably practicable after the Shares are so issued. • To the extent it is permitted to do so, the Company will give to ASX a notice pursuant to section 708A(5)(e)(i) of the Corporations Act in respect of the Shares issued pursuant to this clause within 5 trading days or, if the Company is unable to issue such a notice, lodge with the Australian Securities and Investments Commissions (ASIC) a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act within 15 trading days to ensure that an offer for sale of the Shares does not require disclosure to investors. • The Noteholder acknowledges and agrees that no Shares received in accordance with this Agreement can be traded until the earlier of: <ul style="list-style-type: none"> ◦ the date that the Company has satisfied the obligations set out above; or ◦ 12 months following the date of issue. • The Noteholder is prohibited from being issued Shares on conversion of Convertible Notes or in respect of interest if doing so would result in the Noteholder (together with its associates) holding a relevant interest exceeding 19.99% or more in the issued share capital of the Company, unless the issue of Shares to the Noteholder satisfies any of the exemptions in Section 611 of the Corporations Act.
Ordinary Shares Ranking	<ul style="list-style-type: none"> • Shares issued on conversion of the Convertible Notes will be fully paid, will be unencumbered and will rank <i>pari passu</i> in all respects with the fully paid ordinary shares in the Company on issue.
Conversion to satisfy Convertible Notes	<ul style="list-style-type: none"> • The issue of Shares by the Company on conversion of the Convertible Notes will be deemed to have satisfied the Company's obligations to the Noteholder in respect of the outstanding Principal Amount (and accrued interest) on the Convertible Notes. • Upon the Convertible Notes being either redeemed by the Company or converted, all the Company's obligations under this Agreement will come to an end.
Reconstruction	<ul style="list-style-type: none"> • If there is a reconstruction (including consolidation, sub-division, reduction or return) of the issued capital of the Company, then the number of Shares into which each Convertible Note is converting will be adjusted in a manner consistent with the Corporations Act and the ASX Listing Rules at the time of such reconstruction so that the Convertible Notes are converting into the same percentage of the issued ordinary share capital of the Company as the percentage into which they are converting immediately before the relevant

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CLAUSE	TERMS
	reconstruction and in a manner which will not result in any additional benefits being conferred on the Noteholder which are not conferred on the shareholders of the Company.
Event of Default	<ul style="list-style-type: none"> • It is an event of default, whether or not it is within the control of the Company, where: <ul style="list-style-type: none"> ○ Failure to pay or convert: the Company fails to pay or repay any amount due by it under this Agreement (including by way of conversion in accordance with the terms hereof) and the Company does not remedy the failure within 7 days, or a longer period determined by the Noteholder, after receipt by the Company of a notice from the Noteholder specifying the failure; ○ Remediable failure: the Company fails to perform or observe any material undertaking, obligation or agreement expressed in this Agreement and the Company does not remedy such failure within 14 days, or a longer period determined by the Noteholder, after receipt by the Company of a notice from the Noteholder specifying the failure; ○ Non-remediable failure: the Company fails to perform or observe any other material undertaking, obligation or agreement expressed or implied in this Agreement and that failure is not remediable; ○ Receiver: a receiver, manager, official manager, trustee, administrator or similar official is appointed, or steps taken for such appointment, over any of the assets or undertaking of the Company; ○ Insolvency: the Company is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act or is presumed to be insolvent under the Corporations Act; ○ Administrator: an administrator is appointed or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator to the Company; ○ Winding up: an application or order is made for the winding-up or dissolution of the Company, which application is not dismissed or withdrawn within 21 days or a resolution is passed or any steps are taken to pass a resolution for the winding-up or dissolution of the Company otherwise than for the purpose of an amalgamation or reconstruction; or ○ Suspends payment: the Company suspends payment of its debts generally, (together, Events of Default).
Voting, Dividend Rights and Participation Rights	<ul style="list-style-type: none"> • The Noteholder will be entitled to attend general meetings of the Company for so long as it holds Convertible Notes. • Before conversion: <ul style="list-style-type: none"> ○ the Convertible Notes shall carry no voting or dividend rights; and

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	<ul style="list-style-type: none">o the Noteholder is not entitled to participate in rights issues, returns of capital, bonus issues or capital reconstructions of the Company.

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Annexure B – Attaching Option Terms and Conditions

ITEM	CLAUSE	TERMS
1.	Entitlement	Each Option entitles the holder to subscribe for one Share upon exercise of the Option.
0.	Exercise Price	Subject to item 9, the amount payable upon exercise of each Option will be \$0.30 (Exercise Price).
0.	Expiry Date	Each Option will expire at 5:00 pm (AEST) on the date that is three (3) years from the date of issue (Expiry Date). An Option not exercised before the Expiry Date will automatically lapse on the Expiry Date
0.	Exercise Period	The Options are exercisable at any time on or prior to the Expiry Date (Exercise Period).
0.	Exercise Notice	The Options may be exercised during the Exercise Period by notice in writing to the Company in the manner specified on the Option certificate (Exercise Notice) and payment of the Exercise Price for each Option being exercised in Australian currency by electronic funds transfer or other means of payment acceptable to the Company.
0.	Exercise Date	An Exercise Notice is only effective on and from the later of the date of receipt of the Exercise Notice and the date of receipt of the payment of the Exercise Price for each Option being exercised in cleared funds (Exercise Date).
0.	Timing of issue of Shares on exercise	<p>Within five Business Days after the Exercise Date, the Company will:</p> <ul style="list-style-type: none"> • issue the number of Shares required under these terms and conditions in respect of the number of Options specified in the Exercise Notice and for which cleared funds have been received by the Company; • if required, give ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Company is unable to issue such a notice, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors; and • if admitted to the official list of ASX at the time, apply for official quotation on ASX of Shares issued pursuant to the exercise of the Options. <p>If a notice delivered for any reason is not effective to ensure that an offer for sale of the Shares does not require disclosure to investors, the Company must, no later than 20 Business Days after becoming aware of such notice being ineffective, lodge with ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the Shares does not require disclosure to investors.</p>
0.	Shares issued on exercise	Shares issued on exercise of the Options rank equally with the then issued shares of the Company.

ITEM	CLAUSE	TERMS
0.	Reorganisation	If there is a reorganisation of the issued share capital of the Company (including any subdivision, consolidation, reduction, return or cancellation of such issued capital of the Company), the rights of the holder will be changed to the extent necessary to comply with the ASX Listing Rules applicable to a reorganisation of capital at the time of the reorganisation.
0.	Participation in new issues	There are no participation rights or entitlements inherent in the Options and holders will not be entitled to participate in new issues of capital offered to Shareholders during the currency of the Options without exercising the Options.
0.	Adjustments to terms	Other than as contemplated by item 9, an Option does not confer the right to a change in Exercise Price or a change in the number of underlying securities over which the Option can be exercised.
0.	Transferability	The Options are transferable subject to any restriction or escrow arrangements imposed by ASX or under applicable Australian securities laws.

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