ASX Announcement
FBR Limited

FBR receives binding commitment for $900,000 convertible note raising

Highlights

- FBR has entered into a binding convertible note agreement to raise up to $900,000 via the issue of Convertible Notes to a new investor.
- Further funding of up to $2,970,000 may become available.
- Proceeds will be used for general working capital

Monday, 20 July 2026 – Robotic technology company **FBR Limited (ASX:FBR)** (**FBR**) has entered into a Convertible Security Agreement (**Agreement**) with SBC Global Investment Fund (**SBC**) pursuant to which FBR will have access to funding of up to $3.87 million subject to the terms of the Agreement.

The Agreement comprises:

(a) the first and second tranche each with an issue price of $450,000 in consideration for which FBR will issue 500,000 convertible notes each with a face value of $1 (**Notes**);

(b) subject to mutual agreement between FBR and SBC, the third and fourth tranche each with an issue price of $450,000 in consideration for which FBR will issue 500,000 Notes;

(c) additional tranches as may be mutually agreed between FBR and SBC up to an aggregate issue price of $1.62 million; and

(d) an optional tranche at SBC's election with an issue price of up to $450,000,

in each case on the terms and conditions set out in the Agreement, including no tranche being completed more than 12 months after the date of the Agreement.

All tranches other than the first tranche are subject to FBR obtaining prior shareholder approval to the relevant issues. The first tranche is being issued under FBR's available LR 7.1 capacity.

The key commercial terms of the Notes are set out in the Agreement and a summary of the key terms are set out in attached appendix.

Corporate Update

In addition to the convertible note funding, the Company has entered into an loan agreement with an unrelated party for a principal amount of $400,000 to meet short-term working capital commitments. This loan is unsecured, has an interest rate of 2.5% per week and a maturity date of 12 October 2026.

The Company is assessing a potential acquisition opportunity which it considers complements its existing activities. Negotiations are incomplete and confidential. There can be no certainty that an agreement will be reached or that a transaction will eventuate. The Company will keep the market informed in accordance with its continuous disclosure obligations.

This announcement has been authorised for release to the ASX by the FBR Board of Directors.

Ends

For more information please contact:

FBR Limited
Kiel Chivers
Chief Operating Officer
T: +61 8 9380 0240
kiel.chivers@fbr.com.au

About FBR Limited

FBR Limited (ASX: FBR; OTC: FBRKF) designs, develops and builds dynamically stabilised robots to address global needs in a safer, more efficient and more sustainable way. These robots are designed to work outdoors using the company's core Dynamic Stabilisation Technology® (DST®).

Applications of DST® include Hadrian®, Mantis™ and Firehawk™. Hadrian® is a bricklaying robot that builds structural walls faster, safer, more accurately and with less wastage than traditional manual methods. Hadrian® provides Wall as a Service®, FBR's unique commercial offering, to builders on demand. Hadrian® robots are also available for purchase by order. Mantis™ is a high deposition welding robot for the large-scale metal fabrication industries such as mining, shipbuilding and defence manufacture. Firehawk™ is an autonomous refractory lining robot that removes human labour from the process of lining ladles used in steel production with refractory bricks.

To learn more please visit www.fbr.com.au

Appendix – KEY COMMERCIAL TERMS OF NOTES

SBC has agreed to subscribe for one or more convertible securities, with the first tranche comprising of an issue price of $450,000 in consideration for which FBR will issue 500,000 convertible securities each with a face value of $1 for a total value of $500,000.

Any tranches after the second tranche will be subject to mutual agreement between the parties but will otherwise be subject to the terms and conditions of the Agreement.

The key terms and conditions of the Notes are set out below.

Item	Subject matter	Comment
1.	Tranches	(**First Tranche**): A$450,000. (**Second Tranche**): A$450,000. (**Third Tranche**): A$450,000. (**Fourth Tranche**): A$450,000. (**Additional Tranches**): As may be mutually agreed between FBR and SBC, provided that the aggregate purchase prices of the Additional Purchases may not exceed A$1,620,000. (**Optional Tranche**): As may be specified in a valid notice from SBC to FBR to a maximum of A$450,000.
2.	Number of Notes	(**First Tranche**): 500,000. (**Second Tranche**): 500,000. (**Third Tranche**): 500,000. (**Fourth Tranche**): 500,000. (**Additional Tranches**): That number which is determined by multiplying the A$ value of the relevant tranche by 10/9. (**Optional Tranche**): That number which is determined by multiplying the A$ value of the relevant tranche by 10/9.
3.	Face value	Each Note will have a value of A$1 (subject to any increase in value which may arise upon the occurrence of an event of default).
4.	Conversion price	SBC may, by notice to FBR, elect to convert the Notes at a conversion price to be elected by SBC being either:

Item	Subject matter	Comment
		(a) subject to adjustment in accordance with the terms of the Agreement, 130% of the volume weighted average price at which FBR shares (**Shares**) trade on ASX and Cboe (**VWAP**) on the actual trading day immediately prior to the relevant date on which the relevant tranche occurs (**Fixed Conversion Price**); or (b) the lesser of: (i) the Fixed Conversion Price; or (ii) 92% of the lowest daily VWAP during the 10 actual trading days prior to the date a conversion notice is provided by SBC to FBR, rounded down to the lowest Rounding Margin[1] (**Conversion Notice Date**).
5.	Establishment Fee	FBR will pay to SBC an establishment fee of 3% of the aggregate face value of the Notes to be issued at the relevant tranche.
6.	Maturity Date	The date which is 18 months after the relevant date of purchase of that tranche.
7.	Redemption	If, at any time, after the execution date, FBR raises funds (whether by debt, equity or otherwise) from any sources in one or more transactions in excess of A$300,000, SBR may require FBR to apply up to 20% of the actual net proceeds of funds raised to the redemption of the outstanding Notes. FBR must redeem any outstanding Notes on the Maturity Date.
8.	Conditions Precedent to draw down of first tranche	**(First Tranche)**: SBC's obligations in relation to the first tranche are subject to and conditional upon: (a) FBR delivering to SBC:

[1] **Rounding Margin** means:

- where the relevant price is less than A$0.01, A$0.001; and
- where the relevant price is A$0.01 or greater, but A$0.100, A$0.005; and
- where the relevant price is A$0.1 or greater, A$0.01

provided that the use of the Rounding Margin can never decrease the relevant price below $0.001.

Item	Subject matter	Comment
		(i) a copy of resolutions duly passed by the Board of Directors of FBR approving the relevant transaction; (ii) a certificate confirming compliance with obligations under the Agreement signed by the Managing Director; (iii) a purchase statement in respect of the first purchase; (iv) evidence satisfactory to SBC that GEM Global Yield LLC SCS has consented to FBR entering into the Agreement; (b) FBR announcing to the market that it has entered into to the Agreement; (c) ASX not advising FBR that it considers the terms of the securities are not both appropriate and equitable for the purposes of Listing Rule 6.1; (d) FBR having issued the Placement Shares required to be issued in respect of the first purchase; (e) FBR issuing a convertible securities cleansing statement in respect of the issue of the convertible securities to be issued at the first purchase; (f) FBR having paid the establishment fee in relation to the first purchase; (g) FBR having issued the options in relation to the first purchase.
9.	Conditions Precedent to each contemplated transaction	SBC will have no obligation to affect any purchase, accept any issue of securities or consummate any other contemplated transaction unless and until the following conditions are fulfilled or waived by SBC: (a) (in respect of a tranche purchase) immediately after the purchase, the securities held by SBC, on the basis that the Options are

Item	Subject matter	Comment
		exercised the Notes are converted at the then-current conversion price, will not exceed 9.99% of the Shares on issue; (b) (in respect of the second, third, fourth, additional and optional tranches): (i) (other than in respect of the Optional Tranche), FBR has given written notice that it wishes to proceed and the proposed purchase date at least 14 days prior to the proposed purchase date; (ii) Immediately after the subsequent purchase, the Placement Shares Payment Number multiplied by the daily VWAP for the actual trading day immediately prior to the relevant subsequent purchase will be at least 37.5% of the outstanding amount; (iii) FBR has obtained Shareholder Approval to the issue of the relevant securities; (iv) FBR has not within 20 actual trading days immediately prior to the proposed purchase date, delivered any drawdown or subscription notice under, is any Shares under or otherwise utilised the GEM facility; (v) FBR has given the relevant convertible securities cleansing notice; (vi) FBR has delivered to SBC a certificate confirming compliance with its obligations under the Agreement and a purchase statement; (vii) FBR has issued the relevant Placement Shares; (viii) FBR has paid the relevant establishment fee; and (ix) FBR has issued the relevant Options. (c) (in respect of the second tranche) (i) FBR's undiluted market capitalisation (as reported by Bloomberg) during each of the 10 actual trading days

Item	Subject matter	Comment
		immediately prior to the second tranche purchase is at least A$10,000,000; (ii) trading in the Shares on ASX is not subject to any trading halt or suspension during any of the 10 trading days immediately prior to the second tranche purchase; and (iii) the proposed second tranche purchase date is at least 2 full calendar months after completion of the proposed Share Consolidation. (d) (in respect of the third tranche) (i) FBR and SBC have mutually agreed in writing that the third tranche purchase should occur; (ii) FBR's undiluted market capitalisation (as reported by Bloomberg) during each of the 10 actual trading days immediately prior to the third tranche purchase is at least A$15,000,000; (iii) trading in the Shares on ASX is not subject to any trading halt or suspension during any of the 10 trading days immediately prior to the third tranche purchase; and (iv) the proposed third tranche purchase date is at least 90 days after completion of the second tranche purchase. (e) (in respect of the fourth tranche) (i) FBR and SBC have mutually agreed in writing that the fourth tranche purchase should occur; (ii) FBR's undiluted market capitalisation (as reported by Bloomberg) during each of the 10 actual trading days immediately prior to the fourth tranche purchase is at least A$15,000,000; (iii) trading in the Shares on ASX is not subject to any trading halt or

Item	Subject matter	Comment
		suspension during any of the 10 trading days immediately prior to the fourth tranche purchase; and (iv) the proposed fourth tranche purchase date is at least 90 days after completion of the third tranche purchase. (f) (in respect of an additional tranche): FBR and SBC have mutually agreed that the relevant additional tranche purchase should occur and the purchase price and purchase date of that relevant additional tranche purchase; (g) (in respect of the optional tranche): SBC has given notice that it wishes to proceed with the optional tranche purchase and the proposed purchase date and purchase price of the optional tranche purchase at least 60 adays prior to the proposed purchase date. (h) ASX has not advised FBR that it considers the terms of the securities are not both appropriate and equitable for the purposes of Listing Rule 6.1; (i) the issue of the relevant securities will not cause FBR to breach Listing Rule 7.1; (j) FBR has performed or complied in all material respects with its obligations under the Agreement; (k) the Board of Directors of FBR have passed resolutions approving the relevant transactions; (l) all consents, permits, approvals, registrations, waivers and documents, necessary or appropriate for the consummation of the relevant transaction have been issued and received by SBC; (m) no event of default or potential event of default would occur as a consequent of the contemplated transaction; (n) the consummation of the contemplated transaction would not result in FBR or SBC breaching any law;

Item	Subject matter	Comment
		(o) SBC has received any additional documents reasonably requested that are customary in Australia to effect the contemplated transaction; (p) no material adverse effect has occurred; (q) SBC has received such documents and evidence to satisfy itself that the conditions precedents have been satisfied.
10.	Placement Shares	Upon each tranche purchase, FBR will issue 4,000,000 shares (on a post consolidation basis to the 50:1 consolidation approved by shareholders on 15 July 2026). Placement Shares may be used to offset the issue of Shares to SBC upon conversion of the Notes with any Placement Shares still on issue when there is no amount outstanding under the Agreement to be either acquired by SBC or sold with the proceeds remitted to FBR.
11.	Options	Upon a tranche purchase, FBR will issue such number of options equal to 50% of the face value of the Notes issued in that tranche purchase divided by the VWAP for the actual trading day immediately prior to the day on which the relevant tranche purchase occurs, rounded down to the lowest Rounding Margin. The options will have the following terms: (a) A conversion price equal to 130% of the VWAP on the actual trading day immediately prior to the day on which the relevant tranche purchase occurs. (b) An expiration date which is 36 months after the date of issue of the relevant option. (c) The options are freely assignable and transferable subject to the provisions of Chapter 6D of the Corporations Act. (d) Options do not confer on the holder an entitlement to vote at general meetings of FBR or to receive dividends. (e) FBR will not apply for quotation of the Options. (f) The Options are not redeemable.

Item	Subject matter	Comment
		(g) Prior to its exercise, the Options do not confer a right on the optionsholder to participate in a new issue of securities by FBR.
12.	Maximum number of securities	The maximum number of securities which FBR may become liable to issue to SBC in relation to conversion of Convertible Notes, the issue of Placement Shares, the issue of Options and the issue of any Shares in payment of the Establishment Fee, each in relation to the First Purchase, without first obtaining shareholder approval is 18,600,000 (on a post consolidation basis to the 50:1 consolidation approved by shareholders on 15 July 2026)
13.	Events of default	The Agreement includes customary events of default for an agreement of this nature. Upon an event of default occurring, the face value of the Notes will automatically increase by 7.5% (but only on a single occasion) and SBC may: (a) declare all outstanding amounts immediately due and payable; (b) convert the Note at a conversion rate equal to 90% of the lowest daily VWAP during the 20 actual trading days immediately prior to the Conversion Notice Date; and/or (c) terminate the Agreement. Upon an event of default, interest will be payable on the amount outstanding at a rate of 1% per calendar month which interest will accrue daily and be compounded monthly.
14.	Adjustments	If the Company, after the Execution Date: (a) issues or agrees to issue Shares to any person at a per Share price (whether actual or deemed) which is less than the Fixed Conversion Price (including where the Shares are issued under an at-the-market facility, equity line, standing purchase agreement or other similar facility), other than under this Agreement, and other than as issued to employees and officers of the Company as compensation for services performed by them for the Company; (b) issues options to acquire Shares to any person with an exercise price which is less

Item	Subject matter	Comment
		than a Fixed Conversion Price, other than under this Agreement, and other than as issued to employees and officers of the Company as compensation for services performed by them for the Company; or (c) issues any debt, equity or equity-linked securities to any person which are convertible into, exchangeable or exercisable for, or include the right to receive Shares or other securities at a fixed price which is less than the Fixed Conversion Price, (all of which prices will be a **Lesser Price**) then the Fixed Conversion Price will be reduced to the Lesser Price. For clarity, nothing in this paragraph can cause the Fixed Conversion Price to increase.

ASX Compliance Statement

FBR provides the following information for the purposes of section 4 of ASX Compliance Update No 05/20 and ASX Compliance Update No 05/23:

- FBR has negotiated the convertible notes at arm's length with a sophisticated and professional investor who is an independent third party to FBR;
- FBR considers that the issue of the convertible notes is an appropriate and commercial solution to provide working capital to enable FBR to support its ongoing business activities;
- prior to entering into the Agreement, FBR considered other available fundraising options, such as a traditional equity raising and other types of equity-linked debt instruments to meet FBR's funding requirements. FBR was of the view that the other options available were not on the same commercial terms and were therefore not in the best interests of shareholders of FBR; and
- FBR has agreed to issue Placement Shares to SBC with the intention that the Placement Shares are available to be used to offset any future issues of Shares to SBC (at its discretion) in the event of conversion of the Notes.

FBR has sought legal advice from a suitably qualified and experienced lawyer regarding the suitability of the terms of the Notes and was advised that the Notes were market standard and do not contain any of the features in section 5.9 of Guidance Note 21, based on the reasons set out below:

- conversion of the Notes is either at a fixed price or at a price based on the market price of Shares and not some other variable;
- the Notes convert into ordinary shares in the capital of FBR and not into other convertible securities; and
- there are other convertible notes on similar terms in the market place.