



ASX ANNOUNCEMENT

CLEANSING NOTICE UNDER SECTION 708A(12C)(e) OF THE CORPORATIONS ACT

MELBOURNE, Australia 9 January 2023

This cleansing notice (**Cleansing Notice**) is given by Lumos Diagnostic Holdings Limited (ASX:LDX) (**Company**) under section 708A(12C)(e) of the *Corporations Act 2001* (Cth) (**Corporations Act**) (as notionally inserted by *ASIC Corporations (Sale Offers: Securities Issued on Conversion of Convertible Notes) Instrument 2016/82*).

The Company advises that on 9 January 2023 it issued 4,800,000 convertible notes. The convertible notes were issued without disclosure to investors under Part 6D.2 of the Corporations Act.

The purpose of this Cleansing Notice is to enable the shares that may be issued on any future conversion of the convertible notes to be on-sold to retail investors without further disclosure.

This Cleansing Notice is an important document and should be read in its entirety. Neither ASIC nor ASX takes any responsibility for the contents of this Cleansing Notice.

The values in this Cleansing Notice are in Australian dollars (AUD), unless otherwise stated, as the Convertible Notes are issued in AUD.

The Company's reporting currency is United States dollars (USD), and as such the pro forma consolidated Statement of Financial Position set out in Annexure A is stated in USD.

1. Background

The Company announced on 21 November 2022 that it is proposing to undertake a capital raising by the issue of secured convertible notes (**Convertible Notes** or **Notes**) to SBC Global Investment Fund (**SBC**) and Lind Global Fund II (**Lind**) (collectively, the **Noteholders**) to raise up to \$8,000,000 (before costs) as follows:

- (a) (**Tranche 1**): an initial issue of 4,800,000 Notes (**Tranche 1 Convertible Notes**) bearing an aggregate face value of \$4,800,000 (**Tranche 1 Face Value**), for an aggregate subscription price of \$4,000,000 from the Noteholders (less costs) (**Tranche 1 Subscription Price**), which completed on 5 January 2023; and
- (b) (**Tranche 2**): subject to mutual written agreement between the Company and the Noteholders, a subsequent issue of 4,800,000 Notes (**Tranche 2 Convertible Notes**)

bearing an aggregate face value of \$4,800,000 (**Tranche 2 Face Value**), for an aggregate subscription price of \$4,000,000 from the Noteholders (less costs) (**Tranche 2 Subscription Price**).

The Company, on 9 January 2023, issued 4,800,000 Tranche 1 Convertible Notes to the Noteholders in even proportions of 50% each (2,400,000 to each of SBC and Lind).

The issue of any Tranche 2 Convertible Notes is subject to and conditional on the Company and both Noteholders mutually agreeing to proceed with Tranche 2. There is therefore no certainty that the Tranche 2 Convertible Notes will be issued.

Additional cleansing notices will need to be issued following the issue of any other Notes.

The terms of the Notes are in the Convertible Notes Agreements (**Agreements**) executed by the Company and the relevant Noteholder.

The Directors of the Company (**Directors**) consider that the entry into the Agreements and the issue of the Tranche 1 Convertible Notes is in the best interests of Shareholders as it provides funding towards supporting the development of the Company's contract development and manufacturing business, progressing the commercial launch of FebriDx and ViraDx in the relevant jurisdictions where regulatory approval has been received and general working capital.

The issue of the Tranche 1 Convertible Notes was approved by the Company's shareholders (**Shareholders**) at a general meeting held on 22 December 2022 (**General Meeting**).

2. Contents of this Cleansing Notice

This Cleansing Notice sets out the following:

- (a) in relation to the Tranche 1 Convertible Notes:
 - (i) the effect of the issue on the Company;
 - (ii) a summary of the rights and liabilities attaching to the Tranche 1 Convertible Notes; and
 - (iii) a summary of the rights and liabilities attaching to the fully paid ordinary shares (**Shares**) that will be issued on the conversion of the Tranche 1 Convertible Notes; and
- (b) any information that:
 - (i) has been excluded from the Company's continuous disclosure notices in accordance with the ASX Listing Rules; and
 - (ii) is information that investors and their professional advisors would reasonably require for the purpose of making an informed assessment of:
 - (A) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; and

- (B) the rights and liabilities attaching to the Shares; and
 - (C) other information relating to the Company's status as a disclosing entity.
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3. The effect of the issue on the Company

3.1 Effect of the issue on the Company

The principal effect of the issue of the Tranche 1 Convertible Notes on the Company will be to:

- (a) increase the Company's cash reserves by up to \$3,808,000, representing the subscription price of \$4,000,000 less the commitment fee of \$192,000 (before other costs associated with the issue);
- (b) increase the number of Notes on issue from nil to 4,800,000;
- (c) give rise to the Company having a secured liability for the aggregate amount of the Tranche 1 Face Value (\$4,800,000);
- (d) if the Tranche 1 Convertible Notes are converted, either wholly or in part to Shares, increase the number of Shares on issue as a consequence of the issue of Shares on such conversion; and
- (e) require the Company to issue 12,000,000 Shares (**Placement Shares**) and 41,666,668 options exercisable at \$0.0720 each and expiring 48 months from the date of issue (**Tranche 1 Options**) to the Noteholders, following the receipt of prior shareholder approval at the General Meeting held on 22 December 2022 (refer to the Company's notice of general meeting lodged with ASX on 21 November 2022 (**Notice of General Meeting**)).

3.2 Pro-forma consolidated statement of financial position

- (a) Set out in Annexure A is a pro forma consolidated Statement of Financial Position as at 30 June 2022 for the Company based on the audited 30 June 2022 accounts adjusted to reflect the Tranche 1 Convertible Notes issue and has been prepared on the basis of the accounting policies normally adopted by the Company.
- (b) The pro forma financial information is presented in an abbreviated form in so far as it does not include all of the disclosures required by the International Accounting Standards applicable to the Company's annual financial statements. The pro forma financial information is not audited. The classification and amounts of the allocations between debt and equity for the Notes may change in the future once they are subject to external valuation and audit.

3.3 Potential effect on capital structure

The capital structure of the Company as at the date of this Cleansing Notice, before the issue of the Tranche 1 Convertible Notes, is set out below:

Type of security	Number
Shares	210,020,431
Options	27,331,957 ¹

Notes:

1. Comprising of unquoted options with exercise prices ranging between \$0.0474 to \$1.25 and with expiry dates ranging between 1 June 2024 and 18 July 2029.
2. In addition to the above, the Company is required to issue 12,000,000 Placement Shares and 41,666,668 Tranche 1 Options to the Noteholders (in even proportions), following receipt of prior shareholder approval at the General Meeting.

As previously noted in Section 1 of this Cleansing Notice, the issue of any Tranche 2 Convertible Notes is subject to and conditional on the Company and both Noteholders mutually agreeing to proceed with Tranche 2. There is therefore no certainty that the Tranche 2 Convertible Notes and Tranche 2 Options (as defined in the Notice of General Meeting) will be issued.

The Tranche 1 Convertible Notes are convertible into such number of Shares determined by dividing the Tranche 1 Face Value proposed to be converted by the Noteholder by either (at the election of the Noteholder):

- (a) \$0.096, being a 100% premium to the average of the 5 daily VWAPs preceding 5 January 2023 of \$0.048 (**Fixed Price**); or
- (b) the lesser of the Fixed Price and 90% of the average of the 5 lowest daily VWAPs during the 20 trading days preceding the Noteholder giving a conversion notice (**Variable Price**),

provided that the Fixed Price or Variable Price (as applicable) cannot be less than the floor price of \$0.025 (**Floor Price**) (either, the **Conversion Price**) subject to the Conversion Limitations described in item 10 of Section 4 of this Cleansing Notice.

In the event the Conversion Price (i.e. either the Fixed Price or the Variable Price) would be less than the Floor Price, the Company has the option (at its election) to satisfy the conversion in cash, shares or a mixture of both, or (with the consent of the Noteholder) reduce any share issue obligation (in excess of the amount that would be required at the Floor Price) by setting it off against the Placement Shares. The Company believes this provides it with additional flexibility to mitigate the dilutive effect of the transaction, cash-flow permitting. However, the Company cautions that there remains a risk that the Agreements could be highly dilutive to existing Shareholders if the market price of Shares falls substantially over the period from when the Notes are issued to when they are converted. Worked examples of how the Conversion Price and Floor Price operate are set out in section 3.2 of the Notice of General Meeting.

The Noteholders did not hold any Shares prior to the date of this Cleansing Notice.

The table below shows the potential effect of the conversion of all Tranche 1 Convertible Notes, as at the date of this Cleansing Notice, based on the Floor Price of \$0.025.

	Shares	% Shares	Options	Convertible Notes
Existing Securities	210,020,431	52.2%	27,331,957	4,800,000
Conversion of Tranche 1 Convertible Notes	192,000,000	47.8%	-	-4,800,000
Total post conversion	402,020,431	100%	27,331,957	0

Notes:

1. Assumes that no additional Shares are issued prior to conversion of the Tranche 1 Convertible Notes and that a conversion price of \$0.025 applies, being the Floor Price.
2. Assumes no Tranche 2 Convertible Notes and Tranche 2 Options have been issued.
3. The above table does not include the 12,000,000 Placement Shares and 41,666,668 Tranche 1 Options the Company is required to issue to the Noteholders (in even proportions), following receipt of prior shareholder approval at the General Meeting.

4. Rights and liabilities attaching to the Tranche 1 Convertible Notes

The following is a broad summary of the rights, privileges and restrictions attaching to the Tranche 1 Convertible Notes.

The summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of the Noteholders.

1. Face Value	\$1.00 per Note, with an aggregate face value of \$4,800,000.
2. Issue Date of Tranche 1 Convertible Notes	9 January 2023.
3. Placement Shares	<p>As partial consideration for the entry by the Noteholders into the Agreements, the Company will be required pursuant to the Agreements to issue 12,000,000 Shares (Placement Shares) to the Noteholders on a delayed payment basis within 5 days of the purchase date in respect of Tranche 1.</p> <p>Where at any time the Company is required to issue Shares to the Noteholder under the Agreements, then the relevant Noteholder may, by written notice to the Company, elect to reduce the aggregate number of Placement Shares for which the Noteholder is subsequently required to pay (Placement Share Payment</p>

	<p>Number) by a specified number of Shares by forfeiting the Noteholder’s right to receive the corresponding number of Shares the Company is required to issue under the relevant Agreement.</p> <p>At any time the Noteholder may reduce the Placement Share Payment Number by a set number of Shares by:</p> <ul style="list-style-type: none"> • giving written notice to the Company of its intention to do so, specifying the relevant number of Shares (Payment Notice); and • paying the Company for the reduction, on the basis that the payment must be for the number of Shares specified in the Payment Notice, multiplied by 90% of the average of the 5 lowest daily VWAPs during the 20 Actual Trading Days (as defined in the ASX Listing Rules) prior to the date of the Payment Notice, rounded down to the lowest A\$0.001, <p>and if the Noteholder does so, then the Placement Share Payment Number will be reduced by that number of Placement Shares specified in the Payment Notice.</p> <p>Subject to the relevant Agreement being terminated or expiring, there being no amount outstanding under the Agreement and the Placement Share Payment Number being greater than zero (Payment Trigger), then:</p> <ul style="list-style-type: none"> • within 60 Actual Trading Days after the Payment Trigger the Noteholder may reduce the Placement Share Payment Number to zero by paying the Company to reduce the Placement Share Payment Number in one or more payments, on the basis that each payment must be for the reduction in the Placement Share Payment Number for which payment is being made, multiplied by 90% of the average of the 5 lowest daily VWAPs during the 20 Actual Trading Days prior to the relevant date on which the Noteholder gives notice to the Company of its intention to make the payment, rounded down to the lowest A\$0.001 provided that if on the date which is 120 days after the date of the Payment Trigger there have not been 60 Actual Trading Days subsequent to the date of the Payment Trigger, the Placement Share Payment Number will automatically be reduced to zero; and • after the day which is 60 Actual Trading Days after the Payment Trigger, the Company must buy back any remaining Placement Share Payment Number in accordance with the Agreement for nominal consideration of \$1 (subject to 75% Shareholder approval).
<p>4. Conversion</p>	<p>The Notes will be convertible, at the election of the Noteholder, into such number of Shares determined by dividing the Face Value proposed to be converted by the Noteholder by the Conversion Price.</p>

<p>5. Conversion Price</p>	<p>The Conversion Price is (at the election of the Noteholder):</p> <ul style="list-style-type: none"> • a 100% premium to the average of the 5 daily VWAPs preceding settlement (Fixed Price); or • the lesser of the Fixed Price and 90% of the average of the 5 lowest daily VWAPs during the 20 trading days preceding the date of Share issuance (Variable Price), <p>provided that the Fixed Price or Variable Price (as applicable) cannot be less than the floor price of \$0.025 (Floor Price), subject to the Conversion Limitations described below.</p>
<p>6. Floor Price Election</p>	<p>In the event the Conversion Price (ie either the Fixed Price or the Variable Price) would be less than the Floor Price, the Company has the option (at its election) to satisfy the conversion in cash, shares or a mixture of both, or (subject to Noteholder approval) reduce any share issue obligation (in excess of the amount that would be required at the Floor Price) by setting it off against the Placement Share Payment Number.</p>
<p>7. Term / Maturity</p>	<p>The Notes have a maximum term of two years from the date of issue (Maturity).</p>
<p>8. Fee</p>	<p>The following aggregate consideration is payable by the Company to the Noteholders, in even proportions of 50% each:</p> <ul style="list-style-type: none"> • a cash fee of 4% of the Tranche 1 Face Value, payable which may be satisfied by way of set off against the Tranche 1 Subscription Price (with the consent of the Noteholders); and • upon settlement of Tranche 1, such number of options (Tranche 1 Options) as is equal to 50% of the Tranche 1 Subscription Price, divided by the average of the 5 daily VWAPs preceding settlement.
<p>9. Interest</p>	<p>The Notes do not bear interest, except following an event of default. If an event of default occurs, the Notes will bear interest at 1% per calendar month until the Notes are repaid or the default is remedied to the satisfaction of the Noteholders.</p>
<p>10. Conversion Limitations</p>	<p>Prior to 15 January 2023, the Notes are not convertible at the Variable Price.</p> <p>Prior to 11 November 2023, conversions of the Notes will be limited to a total of A\$225,000 per month at the Variable Price.</p> <p>The limitations above will cease to apply if an event of default occurs.</p> <p>No limits will apply under the Fixed Price at any time, or the Variable Price following the dates specified above, in relation to the relevant Agreements.</p>

<p>11. Buyback right</p>	<p>The Company will have the right to buy-back the outstanding Face Value of the Notes at any time with no penalty (Buy-Back Right). Should the Company exercise its Buy-Back Right, the Noteholders will have the option to convert up to 1/3 of the remaining Face Value at the Conversion Price.</p>
<p>12. Security</p>	<p>The Noteholders will rank as senior secured investors of the Company and will be provided the following security in order to secure the performance of the Company's obligations pursuant to the Agreements:</p> <ul style="list-style-type: none"> • a security interest over all of the present and after acquired property of the Company (as defined in the Corporations Act); and • guarantees and indemnities from each subsidiary of the Company in favour of the Noteholder.
<p>13. Minimum Cash Balance</p>	<p>The Company will be required to maintain, at all times while there is any amount outstanding under the Agreements, a cash balance of no less than A\$3,000,000 (unless otherwise agreed in writing with the relevant Noteholder).</p>
<p>14. Moratorium</p>	<p>Prior to 15 January 2023 and during the first 90 days after the settlement of Tranche 2, the Noteholders are required not to, and to procure that each Noteholder and Related Entities (as defined in the Corporations Act) of the Noteholders do not, at any time:</p> <ul style="list-style-type: none"> • (No Sale of Placement Shares): sell, or agree to sell, any Placement Shares (or otherwise directly or indirectly agree to decrease any beneficial or economic interest in the Placement Shares) at a price per share that is less than the Fixed Price; or • (No Short-Selling): enter into or consummate any agreement, arrangement or understanding pursuant to which it may benefit from the trading price or value of Shares (or any other Noteholder securities) decreasing.
<p>15. Events of Default</p>	<p>The Agreements include typical events of default, including, amongst other things, the following (in summary):</p> <ul style="list-style-type: none"> • The Company fails to repay any amount outstanding in respect of any Notes to the Noteholder in cash on the relevant Maturity date. • The Company fails to repay any amount outstanding in respect of the number of Notes subject to an early redemption notice on or before the day which is 5 Actual Trading Days after the date on which the Company gives the early redemption notice. • The Company breaches or otherwise fails to comply in full with any of its material obligations under any transaction document (and does not cure that breach or failure within 5 Business Days of notice of it by the Noteholder) or any event

	<p>of default (however described) occurs under any transaction document.</p> <ul style="list-style-type: none"> • A representation, warranty or statement made, or taken to be made, by the Company or any of its agents, officers, directors, employees or representatives in connection with a transaction document is inaccurate, false or misleading in any material respect (including by omission), as of the date on which it is made or delivered. • A Group Company (being each of the Company and its subsidiaries) is, admits that it is, is declared by a court of competent jurisdiction to be, or is deemed under any applicable Law to be, insolvent or unable to pay its debts as and when they become due. • A Group Company is served with a statutory demand (in accordance with Division 2 of Part 5.4 of the Corporations Act) or a foreign equivalent that is not set aside within 10 Business Days. • A controller within the meaning of section 9 of the Corporations Act, administrator or similar officer is appointed over all or any of the assets or undertaking of any Group Company or any formal step preliminary to such appointment is taken. • An application or order is made, a proceeding is commenced, a resolution is passed or proposed in a notice of meeting, or an application to a court or other steps are taken, for the winding up or dissolution of any Group Company, or for any Group Company to enter an arrangement, compromise or composition with, or assignment for the benefit of, any of its creditors. • A Group Company ceases, suspends, or indicates that it may cease or suspend, the conduct of all or a substantial part of its business; or disposes, or indicates that it may dispose, of a substantial part of its assets. • A Group Company takes action to reduce its capital or pass a resolution referred to in section 254N(1) of the Corporations Act. • Any Notes or Noteholder's Shares are not issued to the Noteholder within 2 Business Days of the relevant purchase date or the date the Noteholder provides a conversion notice (as relevant). • Any Noteholder's Shares are not quoted on ASX by the second Business Day immediately following the date of their issue. • Any Noteholder's Shares are not tradeable on receipt by the Investor. • The Company fails to comply with the ASX Listing Rules in any material respect. • A stop order, suspension of trading, cessation of quotation, or removal of the Company or the Shares from the ASX Official List is requested by the Company or requested or imposed by any Governmental Authority, except for a
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suspension of trading not exceeding 5 Trading Days in a rolling twelve-month period or as agreed by the Noteholder.

- A transaction document or a transaction contemplated in the Agreements (**Contemplated Transaction**) have become, or is claimed (other than in a vexatious or frivolous proceeding) by any person other than the Noteholder or any of its affiliates to be, wholly or partly void, voidable or unenforceable.
- Any third person commences any action, investigation or proceeding against any person or otherwise asserts any claim which seeks to restrain, challenge, limit, modify or delay the right of the Noteholder or the Company to enter into any transaction documents or to undertake any of the Contemplated Transactions (other than in a vexatious or frivolous proceeding).
- A security interest over an asset of a Group Company is enforced.
- Except for any disputed amounts appearing as payable on any invoice issued to the Company that are the subject of a genuine dispute by the Company where the dispute is resolved within 90 days of the date of issue of the relevant invoice, any present or future liabilities, including contingent liabilities, of any Group Company for an amount or amounts totalling more than \$500,000 are not satisfied on time, or become prematurely payable.
- A Group Company is in default under a document or agreement (including any authorisation, consent, license, permit or registration issued or granted by any governmental authority) binding on it or its assets which relates to financial indebtedness or is otherwise material and (only where the default is capable of remedy) the default has not been remedied within any period under which that default may be remedied under the relevant document or agreement.
- An event with a material adverse effect occurs.
- Other than a permitted security interest, any Group Company grants any security interest over any of its assets, or a security interest comes into existence over any assets of any Group Company, without the prior written consent of the Noteholder.
- Any event of default (however described) occurs under a relevant security agreement.

If an event of default occurs and is not remedied, the Noteholders may then or at any time subsequently by notice to the Company:

- declare all money owing under the Agreements to be immediately due and payable, and the Company must immediately pay that money (including accrued interest and fees);
- enforce its security interest over the assets of the Company and its Subsidiaries; and/or

	<ul style="list-style-type: none"> cancel its obligations (if any) under the Agreements.
16. Voting Rights	The Notes do not provide for any voting rights at shareholder meetings of the Company.
17. Legal Fees	The Company has agreed to reimburse the Noteholders' legal costs up to an aggregate amount of \$25,000.

5. Rights and liabilities attaching to the Shares issued on conversion of the Tranche 1 Convertible Notes

The Shares issued to the Noteholders on the conversion of the Tranche 1 Convertible Notes under the Agreements will rank equally in all respects with all of the Company's existing Shares.

The rights attaching to Shares, including new Shares to be issued to the Noteholders on the conversion of the Tranche 1 Convertible Notes, are set out in the Company's constitution (**Constitution**), and, in certain circumstances, regulated by the Corporations Act, the ASX Listing Rules and the general law.

A summary of the rights attaching to Shares in the Company is below. This summary is qualified by the full terms of the Constitution (a full copy of the Constitution is available from the Company on request free of charge) and does not purport to be exhaustive or to constitute a definitive statement of the rights and liabilities of Shareholders. These rights and liabilities can involve complex questions of law arising from an interaction of the Constitution with statutory and common law requirements. For a Shareholder to obtain a definitive assessment of the rights and liabilities which attach to Shares in any specific circumstances, the Shareholder should seek legal advice.

Meeting of Members	Each Shareholder is entitled to receive notice of and, except in certain circumstances, to attend and vote at general meetings of the Company and receive all financial statements, notices and other documents required to be sent to shareholders under the Constitution, the Corporations Act and the ASX Listing Rules. At least 28 days' notice of a meeting must be given to Shareholders.
Voting at a general meeting	At a general meeting of the Company, every Shareholder present in person, by using virtual meeting technology or by proxy, attorney or representative has (a) on a show of hands, one vote and (b) on a poll, one vote for each Share held. On a poll, every member (or their proxy, attorney or representative) is entitled to vote for each fully paid share held and in respect of each partly paid Share, is entitled to a fraction of a vote equivalent to the proportion which the amount paid up (not credited) on that partly paid Share bears to the total amounts paid and payable (excluding amounts credited) on that Share. Amounts paid in advance of a call are ignored when calculating the proportion.

Ranking of Shares	At the date of this Cleansing Notice, all shares are of the same class and rank equally in all respects.
Variation of class rights	<p>Subject to the Corporations Act and the terms of issue of a class of shares, wherever the capital of the Company is divided into different classes of shares, the rights attached to any class of shares may be varied:</p> <ul style="list-style-type: none"> • with the written consent of the holders of at least 75% of the issued shares in the particular class; or • by a special resolution passed at a separate meeting of the holders of shares in that class.
Dividend rights	The Board may declare or determine that a dividend is payable on Shares. The Board may fix the amount of the dividend, the time for determining entitlements to the dividend, the time for the payment of the dividend and the method of payment of the dividend. If a dividend is declared or determined to be payable, Shareholders will be entitled to dividends, distributed among members in proportion to the capital paid up, from the date of payment.
Transfer of Shares	Shares can be transferred by a proper instrument of transfer. The instrument of transfer must be in writing or any other form approved by the Directors, and signed by the transferor and the transferee. Except where the operating rules of an applicable CS facility licensee, being the ASTC Operating Rules provide otherwise, until the transferee has been registered, the transferor is deemed to remain the holder of the Shares, even after signing the instrument of transfer. In some circumstances, the Directors may refuse to register a transfer if on registration the transferee will hold less than a marketable parcel. The Board may refuse to register a transfer of shares on which the Company has a lien.
Rights on winding up	If the Company is wound up, the liquidator may with the sanction of a special resolution, divide the assets of the Company amongst Shareholders as the liquidator sees fit. The liquidator may not require a Shareholder to accept any Shares or other securities in respect of which there is any liability.

6. Compliance with disclosure obligations

The Company is a “disclosing entity” under the Corporations Act and, as such, is subject to regular reporting and disclosure obligations under both the Corporations Act and the ASX Listing Rules.

Broadly, these obligations require:

- (a) the Company to notify ASX immediately of any information (subject to certain exceptions) of which it is or becomes aware which a reasonable person would expect to have a material effect on the price value of its securities. That information is available to the public from ASX; and

- (b) the preparation of yearly and half-yearly financial statements and a report of the Company's operations during the relevant account period, together with an audit or review report prepared by the Company's auditor. These documents are lodged with ASIC and ASX.

Copies of documents lodged by the Company in connection with its reporting and disclosure obligations may be obtained from, or inspected at, an office of ASIC. Copies of all documents announced to the ASX can be found at <https://lumosdiagnostics.com/asx-announcements/>.

The Company will provide free of charge to any person who requests it during normal business hours:

- (a) the Annual Report for the period ending 30 June 2022 lodged with ASX on 26 August 2022 (**Annual Financial Report**);
- (b) the Half Yearly Report for the period ending 31 December 2021 lodged with ASX on 28 February 2022; and
- (c) the continuous disclosure notices given by the Company to notify ASX of information relating to the Company during the period from the date of lodgement of the Annual Financial Report lodged with ASX on 26 August 2022, until the date of this cleansing notice:

Date	Announcement
22 December 2022	Results of General Meeting
22 December 2022	GM Chair Address
16 December 2022	Notification regarding unquoted securities - LDX
16 December 2022	Change of General Meeting format to Virtual Meeting
2 December 2022	Change of Director's Interest Notice - SL
2 December 2022	Change of Director's Interest Notice - BLG
2 December 2022	Change of Director's Interest Notice - CR
2 December 2022	Cessation of Listed Options
2 December 2022	Application for quotation of securities - LDX

Date	Announcement
2 December 2022	Section 708A Cleansing Statement
2 December 2022	New Constitution
1 December 2022	Notification regarding unquoted securities - LDX
30 November 2022	Results of Annual General Meeting
30 November 2022	AGM Chair Address & Presentation
29 November 2022	Appendix 2A
23 November 2022	Lumos Secures Two Service Agreements With Hologic
21 November 2022	Notice of General Meeting/Proxy Form
21 November 2022	LDX signs agreement to raise \$8m & announces General Meeting
2 November 2022	Notice of Expiry of Listed Options
28 October 2022	Quarterly Activities/Appendix 4C Cash Flow Report
26 October 2022	Postponement of Annual General Meeting to 30 November 2022
19 October 2022	Publication of Data from DISRUPT Clinical Trial in JAMA
14 October 2022	Notification of cessation of securities - LDX
3 October 2022	Lumos Completes Closure of Sarasota Facility
3 October 2022	Outcome of Appeal to FDA for FebriDx
30 September 2022	Notification regarding unquoted securities - LDX

Date	Announcement
27 September 2022	Proposed issue of securities - LDX
27 September 2022	Notice of Annual General Meeting/Proxy Form
2 September 2022	Notification regarding unquoted securities - LDX
30 August 2022	Change in substantial holding
26 August 2022	Notification regarding unquoted securities - LDX
26 August 2022	Appendix 4G and Corporate Governance Statement
26 August 2022	FY22 Full Year Results Investor Presentation
26 August 2022	FY22 Full Year Results Media Release

7. Information excluded from continuous disclosure notices

As at the date of this Cleansing Notice, other than as set out below or elsewhere in this Cleansing Notice and the cleansing notice attached to this Cleansing Notice, in respect of the Shares issued today, the Company advises that there is no information that:

- (a) the Company has excluded from a continuous disclosure notice in accordance with the ASX Listing Rules; and
- (b) is information that investors and their professional advisers would reasonably require for the purpose of making an informed assessment of:
 - (i) the assets and liabilities, financial position and performance, profits and losses and prospects of the Company; and
 - (ii) the rights and liabilities of the Notes (and the underlying Shares) offered by the Company.

This announcement has been approved by the Lumos Board of Directors

About Lumos Diagnostics

Lumos Diagnostics specialises in rapid, cost-effective, and complete point-of-care (POC) diagnostic test technology to help healthcare professionals more accurately diagnose and manage medical conditions. Lumos offers customised assay development and manufacturing services for POC tests and proprietary digital reader platforms. Lumos also directly develops, manufactures, and commercialises novel Lumos-branded POC tests that target infectious and inflammatory diseases.

For more information visit lumosdiagnostics.com

Media Contacts:

Matthew Wright – Australia
Director, NWR Communications
matt@nwrcommunications.com.au
+61 (0) 451 896 420

Investor Contact:

Matthijs Smith – Lumos Diagnostics
ir@lumosdiagnostics.com
+61 3 9087 1598

Company Registered Office:

Lumos Diagnostics Holdings Ltd
Level 4, 100 Albert Rd
South Melbourne, VIC 3205
+61 3 9087 1598

ANNEXURE A - PRO FORMA CONSOLIDATED STATEMENT OF FINANCIAL POSITION

Lumos Diagnostics			
Balance Sheet - ProForma			
30 June 2022			
USD \$'000			
	Pre Raise - 30 June 2022	Convertible Notes Impact	Pro-Forma - 30 June 2022
	USD \$'000	USD \$'000	USD \$'000
ASSETS			
Current Assets			
Cash	\$7,978	\$2,494	\$10,472
Trade and Other Receivables	\$1,890	\$0	\$1,890
Inventory	\$2,526	\$0	\$2,526
Prepayments & Other Assets	\$1,048	\$1,728	\$2,776
Total Current Assets	\$13,442	\$4,222	\$17,664
Non-Current Assets			
Property, Plant, & Equipment	\$3,495	\$0	\$3,495
ROU Assets	\$7,476	\$0	\$7,476
Intangibles	\$12,527	\$0	\$12,527
Total Non-Current Assets	\$23,498	\$0	\$23,498
Total ASSETS	\$36,940	\$4,222	\$41,162
LIABILITIES			
Current Liabilities			
Trade and Other Payables	\$4,115	\$0	\$4,115
Lease Liability	\$968	\$0	\$968
Employee Benefits	\$1,087	\$0	\$1,087
Contract Liabilities	\$6,659	\$0	\$6,659
Total Current Liabilities	\$12,829	\$0	\$12,829
Non-Current Liabilities			
Lease Liability	\$6,226	\$0	\$6,226
Convertible Notes	\$0	\$3,264	\$3,264
Total Non-Current Liabilities	\$6,226	\$3,264	\$9,490
Total LIABILITIES	\$19,055	\$3,264	\$22,319
NET ASSETS	\$17,885	\$958	\$18,843
EQUITY			
Issued Capital	\$92,139	\$392	\$92,531
Accumulated Losses	(\$74,534)	\$0	(\$74,534)
Reserves	\$280	\$567	\$847
TOTAL EQUITY	\$17,885	\$958	\$18,843

Notes:

- (1) All numbers are in USD.
- (2) FX rate of AUD 1.00 : USD 0.68.
- (3) Cash received is net of Investors commitment fee, and other costs associated with the capital raising.
- (4) Adjustments to Prepayments & Other Assets includes items to be amortised as a financing cost over the term of the Convertible Notes, and a receivable for the Placement Shares.
- (5) Convertible Notes are shown at the Face Value of A\$4.8m at an FX rate of 0.68.