



**ATOMO DIAGNOSTICS LIMITED**  
**(ACN 142 925 684)**

**Share Purchase Plan Booklet**

## Important Notice and Disclaimer

This Booklet offers Eligible Shareholders the opportunity to purchase up to \$30,000 of fully paid ordinary shares in Atomo Diagnostics Limited (ACN 142 925 684) (**Atomo** or **Company**) under a share purchase plan (**SPP**).

This Booklet does not provide financial advice and has been prepared without taking into account the individual investment objectives, financial situation or needs of any investor. You should read this Booklet in its entirety and seek independent financial and taxation advice before making a decision to participate in the SPP.

The offer of New Shares under the SPP is made in accordance with *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547 (ASIC Instrument)*. The ASIC Instrument grants relief from the requirement for Atomo to provide a prospectus in relation to the SPP. The ASIC instrument limits the maximum amount that a shareholder is able to subscribe for under the SPP or any similar arrangement, to \$30,000 in any consecutive 12-month period.

This Booklet is not a product disclosure statement or a prospectus under the Corporations Act.

The SPP was announced to the ASX on 13 July 2023 in conjunction with a placement of fully paid ordinary shares to institutional and sophisticated investors. Atomo will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the overall capital raising. Accordingly, any scale-back arrangements for SPP participants will be applied on a pro rata basis based on the number of New Shares that the Eligible Shareholder has applied for.

The laws of some countries prohibit or make impracticable participation in the SPP by certain overseas Shareholders. Atomo has determined that it is not practical to permit Shareholders who are not resident in Australia, New Zealand or the United Kingdom to participate in the SPP. Accordingly, Shareholders who are **not** resident in Australia or New Zealand or the United Kingdom will **not** be able to participate in the SPP. The SPP does not constitute an offer of New Shares for sale in any other jurisdictions.

Refer to clause 14 for foreign offering restrictions and rules applicable to Shareholders resident in New Zealand and the United Kingdom.

## MANAGING DIRECTOR & CEO'S LETTER

18 July 2023

Dear Shareholder

On behalf of the Board of Directors of Atomo Diagnostics Limited (ACN 142 925 684) (**Atomo** or **Company**), I am pleased to offer Eligible Shareholders an opportunity to participate in Atomo's Share Purchase Plan (**SPP**), which was announced to the ASX on 13 July 2023 in conjunction with a placement of fully paid ordinary shares to institutional and sophisticated investors (**Placement**). Atomo received firm commitments of approximately \$1.25 million under the Placement and expects to issue approximately 35 million Placement Shares tomorrow.

Under the SPP, Eligible Shareholders have the opportunity to subscribe for up to \$30,000 of fully paid, ordinary shares in Atomo (**New Shares**) at the SPP Issue Price. The exact pricing of the SPP is still to be determined, but New Shares will be issued pursuant to the SPP at an issue price to be at the lower of:

- (a) \$0.036 per New Share, being the price paid under the Placement; and
- (b) a 2.5% discount to the VWAP of shares traded on the ASX during the five trading days up to the closing date of the SPP, rounded to the nearest half cent.

The Company has applied to ASX for a waiver of Listing Rule 7.1, to permit the Company to issue New Shares under the SPP to be conducted in accordance with the ASIC Instrument, without shareholder approval, with the pricing to be determined as set out above, and on the condition that the number of New Shares issued under the SPP is not greater than 30% of the number of fully paid ordinary shares already on issue (**ASX Waiver**).

In the event that the Waiver is not granted, the Company intends to seek Shareholder approval to issue the New Shares under the SPP, with such issue to be conditional on receipt of this shareholder approval.

### Use of proceeds

As announced to the ASX on 13 July 2023, Atomo successfully raised \$1.25 million under the Placement. Proceeds from the Placement and the SPP will be used to fund expanding and accelerating sales, marketing, business development and new product registration activities focussing on revenue generating activities and growth. Specifically, the funds will be applied to achieving the following primary objectives:

- (a) finalising the registration and launch of the Atomo hCG Pregnancy Test in the Asia-Pacific region, which is in the advanced planning stage;
- (b) commencement of the FDA registration process for the hCG Pregnancy Test in the US;
- (c) optimising operations for the production of Atomo's Iron Deficiency Test in the Company's South African facility, and registering and launching this product in Australia, New Zealand and Europe; and
- (d) ongoing development of the Company's product pipeline.

Further details on the Placement are set out in the announcement released to the Company's ASX platform on 13 July 2023.

### Details of the offer under the SPP

The SPP is not underwritten and the total amount to be raised under the SPP is subject to a cap of \$2.75 million. Atomo reserves the right to scale-back applications in its absolute discretion and it may, in its absolute discretion, increase the cap in order to reduce or prevent the need for a scale-back should total demand under

the SPP exceed \$2.75 million. Atomo will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the overall capital raising.

Accordingly, any scale-back arrangements for SPP participants will be applied on a pro rata basis to all participants based on the number of New Shares that the Eligible Shareholder has applied for. In the event of a scale-back, you may be allocated New Shares to a value which is less than the parcel which you applied for and the difference will be refunded to you without interest.

The New Shares issued under the SPP will rank equally with existing Atomo shares quoted on the ASX. Participation in the SPP is optional and is open to Eligible Shareholders, being holders of fully paid ordinary Atomo shares as at 7:00pm (AEST) on 12 July 2023 with a registered address in Australia, New Zealand or the United Kingdom and who meet certain other conditions set out in clause 14 of this Booklet.

Your right to participate in the SPP is not transferrable.

### **Shortfall Facility**

If there remains any shortfall in the subscription of New Shares under the SPP (**Shortfall**), the Board reserves the right to issue all or any of the New Shares that comprise the Shortfall under a shortfall facility at their discretion (**Shortfall Facility**), subject to the requirements of the ASX Listing Rules and the Corporations Act. The New Shares issued under a Shortfall Facility will be offered through a placement to institutional and sophisticated investors at the same price as the SPP Issue Price. New Shares issued under the Shortfall Facility will rank equally with existing Atomo Shares quoted on the ASX.

As set out in the announcement of 13 July 2023, Atomo has received a binding commitment of up to \$1 million (at the same price as the SPP) in the event that less than \$1 million is raised under the SPP. This commitment will be reduced (pro rata) to the extent of the funds raised under the SPP. Any Shares issued pursuant to such commitment will be issued without disclosure to an institutional investor and within the Company's placement capacity under Listing Rule 7.1.

The SPP is not underwritten.

Bell Potter has been engaged to assist with the placement of New Shares under the Shortfall Facility. If you are an institutional or sophisticated investor and would like to participate in the Shortfall Facility, please contact Harry Mighell, Bell Potter at [hmighell@bellpotter.com.au](mailto:hmighell@bellpotter.com.au) or by calling 03 9235 1733.

### **How to apply**

If you are an Eligible Shareholder and wish to participate in the SPP, you may apply to purchase New Shares with a minimum application amount of \$1,000 and any additional New Shares in the increments shown at clause 5.2 of the Terms and Conditions, with a maximum application amount of \$30,000.

You can apply for New Shares by completing your application online and making payment directly by BPAY.

Your online application and BPAY payment must be received by 5.00pm (AEST) on 1 August 2023 (**Closing Date**).

### **Timetable**

The offer of New Shares under the SPP will be conducted in accordance with the following timetable\*:

<b>Timetable</b>	
Record Date	7.00pm (AEST), 12 July 2023
Announcement of Offer	13 July 2023

Offer opens ( <b>Opening Date</b> )	9.00am (AEST), 18 July 2023
Offer closes ( <b>Closing Date</b> )	5.00pm (AEST), 1 August 2023
Announcement of results of SPP	By noon, 8 August 2023
Issue of New Shares ( <b>Issue Date</b> )	8 August 2023
Commencement of trading of New Shares on the ASX ( <b>Trading Date</b> )	9 August 2023
Despatch of holding statements	11 August 2023

**\*Atomo may vary any of the above dates at its absolute discretion by lodging a revised timetable with the ASX.**

### **Important information**

The offer of New Shares under the SPP is made in accordance with the ASIC Instrument which grants relief from the requirement to issue a disclosure document for the SPP.

The terms and conditions of the offer of New Shares under the SPP are set out in this Booklet. The Board of Atomo encourages you to read this Booklet in its entirety and seek independent professional advice before deciding whether to participate in the SPP.

For further information about the SPP or how to apply, please call Link Market Services Limited on 1300 420 208 (within Australia) or +61 1300 420 208 (outside Australia) between 8:30am to 5:30pm (AEST), Monday to Friday.

On behalf of the Board of Directors, I thank you for your continued support of Atomo and invite you to participate in the SPP.

Yours faithfully

**John Kelly**  
Managing Director & CEO  
Atomo Diagnostics Limited

## Important Notice

You should read these Terms and Conditions carefully as you will be bound by them if you participate in the SPP.

If you participate in the SPP by completing an online application and by making a payment by BPAY, you are accepting the risk that the market price of Shares may change between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you. The value of the New Shares that you apply for, over time, is likely to rise and fall. Importantly, there is a risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price. After the issue of the New Shares to you, the value of these New Shares will fluctuate over time and there is no guarantee that their value will not fall below the SPP Issue Price.

### 1. Eligible Shareholders

- 1.1 Subject to clauses 1.2 to 1.4, you are entitled to participate in the share purchase plan (**SPP**), if you:
- (a) were registered on the Register of Atomo Diagnostics Limited (**Atomo**) as a Shareholder at 7.00pm (AEST) on 12 July 2023 (**Record Date**);
  - (b) have a registered address on the Record Date in Australia, New Zealand or the United Kingdom; and
  - (c) if your registered address is in New Zealand or the United Kingdom, continue to hold Shares from the Record Date to the Opening Date, (**Eligible Shareholder**).
- 1.2 Eligible Shareholders who hold Shares as a “custodian” (as defined in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547) (**Custodian**) may participate in the SPP on behalf of one or more persons whom the Custodian holds Shares on behalf of (**Custodian Beneficiaries**), provided the conditions set out in clause 4 are met.
- 1.3 Shareholders who hold Shares on behalf of persons who reside outside Australia or New Zealand or the United Kingdom are not entitled to participate in the SPP.
- 1.4 If you are a joint holder of Shares, you are taken to be a single registered holder of Shares for the purposes of determining whether you are an Eligible Shareholder and joint holders are entitled to participate in the SPP in respect of that single holding only.

### 2. Offer

- 2.1 Atomo offers each Eligible Shareholder the opportunity to purchase up to \$30,000 worth of fully paid ordinary shares in Atomo (**New Shares**) under the SPP, subject to and in accordance with these Terms and Conditions.
- 2.2 The price at which New Shares may be acquired under the SPP (**SPP Price**) is the lower of:
- (a) \$0.036 per New Share, being the price paid under the Placement (**Placement Price**); and
  - (b) a 2.5% discount to the VWAP of shares traded on the ASX during the five trading days up to the closing date of the SPP, rounded to the nearest half cent (**Discounted Price**).
- 2.3 The final SPP Issue Price will therefore be determined at the Closing Date and announced at that time. Allocations will be made on that basis.
- 2.4 Participation in the SPP is optional. The Offer is non-renounceable which means Eligible Shareholders cannot transfer their right to purchase New Shares to another person.
- 2.5 The Offer to each Eligible Shareholder (whether as a Custodian or on its own account) is made on these same Terms and Conditions.
- 2.6 All references to \$ or dollars in this Booklet are references to Australian dollars unless otherwise indicated.

### 3. Joint holders

- 3.1 If you receive more than one Offer due to multiple registered holdings, you may apply for New Shares by way of different Application Forms, but you may not apply for New Shares with an aggregate value of more than \$30,000.

### 4. Custodians

- 4.1 If a Custodian applies for New Shares on behalf of a Custodian Beneficiary, Atomo will not issue New Shares under the SPP unless the Custodian certifies the following in writing to Atomo:
- (a) either or both of the following:
    - (i) that the Custodian holds the Shares on behalf of one or more persons that are not custodians (**Participating Beneficiaries**); or
    - (ii) that another custodian (**Downstream Custodian**) holds beneficial interests in Shares on behalf of a Participating Beneficiary, and the Custodian holds the Shares to which those beneficial interests relate on behalf of the Downstream Custodian or another custodian, on the Record Date, and that each Participating Beneficiary has subsequently instructed the following persons to apply for New Shares under the SPP on their behalf:
      - (iii) where sub-paragraph 4.1(a)(i) applies – the Custodian; and
      - (iv) where sub-paragraph 4.1(a)(ii) applies – the Downstream Custodian,
  - (b) the number of Participating Beneficiaries;
  - (c) the name and address of each Participating Beneficiary, and that each Participating Beneficiary's address is located in Australia, New Zealand or the United Kingdom;
  - (d) in respect of each Participating Beneficiary:
    - (i) where sub-paragraph 4.1(a)(i) applies – the number of Shares that the Custodian holds on their behalf; and
    - (ii) where sub-paragraph 4.1(a)(ii) applies – the number of Shares to which the beneficial interests relate;
  - (e) in respect of each Participating Beneficiary:
    - (i) where sub-paragraph 4.1(a)(i) applies – the dollar amount of New Shares they instructed the Custodian to apply for on their behalf; and
    - (ii) where sub-paragraph 4.1(a)(ii) applies the dollar amount of New Shares they instructed the Downstream Custodian to apply for on their behalf;
  - (f) there are no Participating Beneficiaries in respect of which the total of the application price for the following exceeds \$30,000:
    - (i) the New Shares applied for by the Custodian under the SPP in accordance with the instructions referred to in sub-paragraph 4.1(e); and
    - (ii) any other Shares issued to the Custodian in the 12 months before the application as a result of an instruction given by them to the Custodian or the Downstream Custodian to apply for Shares on their behalf under an arrangement similar to the SPP;

- (g) that a copy of this Booklet was given to each Participating Beneficiary; and
- (h) where sub-paragraph 4.1(a)(ii) applies – the name and address of each Custodian who holds beneficial interests in the Shares held by the Custodian in relation to each Participating Beneficiary,

**(Custodian Certificate).**

- 4.2 A Custodian Certificate can be requested from Link Market Services Limited via email at [capitalmarkets@linkmarketservices.com.au](mailto:capitalmarkets@linkmarketservices.com.au). For further information about the custodian application process, a Custodian should contact the Registry, Link Market Services Limited on 1300 420 208 (within Australia) or +61 1300 420 208 (outside Australia) between 8:30am to 5:30pm (AEST), Monday to Friday.
- 4.3 Applications received from Custodians must be accompanied by a duly completed and signed Custodian Certificate.
- 4.4 If you hold Shares as a trustee or nominee for another person, but are not a Custodian, you cannot participate for beneficiaries in the manner described above. In this case, the \$30,000 maximum still applies and the rules relating to multiple single holdings apply (see clauses 6.4, 6.5(c) and 6.5(d)).

**5. How much can I Invest under the SPP?**

- 5.1 Eligible Shareholders may apply for a parcel of New Shares under the SPP in accordance with the application amounts set out below in clause 5.2. The maximum investment amount under the SPP is \$30,000 worth of New Shares, subject to Scale-back. In the event Atomo receives applications in excess of the amount of \$2.75 million dollars to be raised under the SPP, it will either scale back the applications (in the manner provided at clause 11 or increase the \$2.75 million cap in order to reduce or prevent the need for a scale-back should total demand under the SPP exceed \$2.75 million.
- 5.2 The number of new shares issued to an applicant will be calculated by dividing the application monies by the final SPP Issue Price, which is to be determined on the basis set out at clause 2. The table below shows how many New Shares may be issued on the basis of different parcel sizes at an assumed SPP Issue Price of \$0.036 ((being the Placement Price)<sup>1</sup>).

<b>Application Amount</b>	<b>Number of New Shares at SPP Price of \$0.036</b>
\$1,000	27,778
\$2,500	69,445
\$7,500	208,334
\$10,000	277,778
\$15,000	416,667
\$20,000	555,556
\$30,000	833,334

- 5.3 The number of New Shares will be rounded up to the nearest whole number.
- 5.4 It should be noted that the Company has the discretion to increase or decrease the size of the SPP.

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<sup>1</sup> This final SPP Issue Price may be more or less depending on the movement in trading prices for the Company's Shares up to the Closing Date of the SPP.



## 6. Applying for New Shares

- 6.1 If you are an Eligible Shareholder and wish to participate in the SPP, you may apply to purchase New Shares with a minimum application amount of \$1,000 and any additional New Shares in increments of the amounts shown at clause 5.2 above, with a maximum application amount of \$30,000. If you do not wish to participate in the SPP, you may disregard this Booklet.
- 6.2 You can apply for New Shares by completing an online application and making payment directly by BPAY.
- 6.3 Your online application and payment must be received by the Share Registry by BPAY by 5.00pm (AEST) on 1 August 2023 (**Closing Date**). The time of your application will be the time at which the Registry has received your BPAY® payment. If you submit an online application in the 24 hours before the Offer closes you must ensure that your BPAY® payment is processed by your bank so that your application monies are received before 5:00PM (AEST) on the Closing Date. If your payment is not received by this time, your application will be treated as a late application and may not be processed.
- 6.4 Eligible Shareholders who receive more than one Offer (for example, because they hold Shares in more than one capacity or in different registered holdings) may apply on different Application Forms for New Shares but may not apply for New Shares with an aggregate value of more than \$30,000.
- 6.5 Atomo may either accept or reject your application for New Shares at its absolute discretion. Atomo may reject your application in the following circumstances (among others):
- (a) your Application Form is incorrectly completed, incomplete or otherwise determined by Atomo to be invalid;
  - (b) your online application and BPAY payment is not received by the Closing Date or is otherwise incomplete or invalid. Late payments will be refunded (without interest);
  - (c) Atomo believes that you are applying either directly or indirectly (such as through a trust) to buy more than an aggregate of \$30,000 of New Shares;
  - (d) Atomo believes that you and one or more other registered holders of the same or similar name or address are applying to buy more than an aggregate of \$30,000 of New Shares;
  - (e) Atomo believes you are not an Eligible Shareholder (subject to compliance with any applicable ASIC or ASX requirements); or
  - (f) your name is not recorded in the Register on the Record Date.
- 6.6 If your BPAY payment is for:
- (a) an amount less than \$1,000, Atomo may, at its discretion, reject your application for New Shares and refund your application money in full (without interest); or
  - (b) an amount greater than \$1,000 that is not equal to one of the designated amounts, Atomo may, at its discretion:
    - (i) reject your application for New Shares and refund your application money in full (without interest); or
    - (ii) treat your application as if you had applied for the next lowest parcel of New Shares and refund the excess application money to you (without interest).

## 7. Issue price of New Shares under the SPP

7.1 The SPP Issue Price is yet to be determined, with the shares offered under the SPP (**New Shares**) to be offered at the lower of:

- (i) \$0.036 per SPP Share, being the price paid under the Placement; or
- (ii) a 2.5% discount to the VWAP of shares traded on the ASX during the five trading days up to the closing date of the SPP, rounded to the nearest half cent.

Accordingly the SPP Issue Price will not be determined until the Closing Date.

7.2 The current Share price can be obtained from the ASX.

7.3 In accordance with the requirements of the ASIC Instrument, the Company notes that:

- (a) On the last trading day immediately prior to the announcement date of the SPP (being 10 July 2023), the closing price of the Shares traded on the ASX was \$0.052 per Share. If the SPP Issue Price is determined to be \$0.036, it will represent a 30.8% discount to that last closing price.
- (b) The volume weighted average market price (**VWAP**) of the Company's Shares over the last 5 trading days up to and including 10 July 2023 was \$0.077 (**5 Day VWAP**). If the SPP Issue Price is determined to be \$0.036, it will represent a 53.5% discount to that price.
- (c) The method of determining the SPP Issue Price ensures that it will be a price that is less than the market price of Shares during a 'specified period' in the 30 days before the date of the Offer (such specified period being the 5 Day VWAP).
- (d) The market price of Shares in the Company may rise and fall between the date of the Offer, the date that you apply, or the date on which Shares are issued under the SPP.
- (e) By making an application under the SPP, each Eligible Shareholder will be acknowledging that although the SPP Issue Price is at a discount to the 5 Day VWAP, Shares are a highly speculative investment and the price of Shares on ASX may change between the date of the Company announcing its intention to make the Offer and the date of issue of New Shares under the SPP. The Share prices may rise or fall and the price of Shares might trade below or above the SPP Issue Price. There can be no guarantee that trading pricing will be sustained.

7.4 The SPP Issue Price will be less than 80% of the volume weighted average market price for the 5 trading days up to and including the announcement of the SPP on 10 July 2023 (being \$0.077). Accordingly, the Offer is not being made pursuant to Listing Rule 7.2, Exception 5. The Company has applied to ASX for a waiver of Listing Rule 7.1, to permit the Company to issue New Shares under the SPP to be conducted in accordance with the ASIC Instrument, without shareholder approval, at the SPP Issue Price (to be determined as set out above), and on the condition that the number of New Shares issued under the SPP is not greater than 30% of the number of fully paid ordinary shares already on issue (**ASX Waiver**). In the event that the Waiver is not granted, the Company intends to seek Shareholder approval to issue the New Shares under the SPP, with such issue to be conditional on receipt of this shareholder approval.

7.5 You agree to pay the SPP Issue Price per New Share for the number of New Shares that are allocated to you in accordance with these Terms and Conditions.

## 8. Number of New Shares to be issued

8.1 If you apply for New Shares, you will apply for a certain value, rather than a certain number of New Shares. If your application is accepted, Atomo will divide the value of your application monies by the SPP Issue Price (as specified in clause 5) in order to determine the number of New Shares which, subject to Scale-back, will be issued to you.

8.2 If this calculation produces a fraction number, the number of New Shares you are issued will be rounded down to the nearest whole number of New Shares (refer to clause 11 for information on rounding in the event of a Scale-back).

## 9. The New Shares

9.1 New Shares will be issued on the Issue Date.

9.2 New Shares issued under the SPP will rank equally in all respects with existing Shares quoted on the ASX, with the same voting rights, distribution rights and other entitlements from issue. These rights are contained in the Company's constitution (which is available for inspection at the registered office of the Company during normal business hours.)

9.3 Atomo will apply for the New Shares issued under the SPP to be quoted on ASX. If the New Shares are not quoted on the ASX, the New Shares will not be issued and all application monies will be refunded (without interest).

9.4 Subject to these Terms and Conditions, the New Shares will be allotted as soon as possible after the Closing Date. The Company will send or cause to be sent to you a holding statement as soon as practicable thereafter.

## 10. Costs of participation

No brokerage or other transaction costs will apply to the application for, and issue of, New Shares under the SPP.

## 11. Scale-back

11.1 If the total of the application monies under the SPP is greater than \$2.75 million, Atomo may at its discretion scale-back the maximum number of New Shares issued to each Eligible Shareholder to the extent and in the manner that it sees fit (**Scale-back**). Atomo will use its best endeavours to ensure that SPP participants have a reasonable opportunity to participate equitably in the overall capital raising. Accordingly, any Scale-back will be applied on a pro rata basis based on the number of New Shares that the Eligible Shareholder has applied for.

11.2 If a Scale-back occurs, you may receive less than the parcel of New Shares for which you have applied.

11.3 If a Scale-back produces a fractional number of Shares when applied to your issue of New Shares, the number of New Shares you will be allocated will be rounded down to the nearest whole number of New Shares.

11.4 If there is a Scale-back, your application monies may be greater than the value of the New Shares you will be issued. In such event, the excess application monies will be refunded to you without interest by direct credit (to your nominated account as recorded on the Register) or cheque as soon as practicable.

11.5 If demand for the SPP exceeds \$2.75 million, Atomo has reserved the right to increase this cap in order to limit any Scale-back. Any increase to the cap will be made in compliance with the Corporations Act, the ASIC Instrument and the ASX Listing Rules.

## 12. Effect of the Offer

12.1 The principal effect of the SPP, assuming all New Shares are subscribed for and granted, will be to issue up to 76,388,889<sup>2</sup> New Shares, assuming the SPP Issue Price is the same as the price paid under the Placement, being \$0.036 per New Share. Where the SPP Issue Price is less than under the Placement, more Shares will be issued in connection with the SPP on the basis of the lower SPP Issue Price.

12.2 By way of illustrative example only, if the market price falls during the Offer period, such that the VWAP price of Shares during the five trading days up to the closing date of the SPP, is \$0.032, a 2.5% discount to that price is

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<sup>2</sup> This number may vary due to rounding.

\$0.0312. If the SPP is fully subscribed up (up to \$2,750,000), this would result in up to 88,141,026 New Shares being under the SPP (which would represent 15.4% of existing Shares on issue prior to the Placement and SPP).

12.3 No more than \$2,750,000 worth of New Shares at the SPP Issue Price will be issued under the SPP.

12.4 The table below sets out the effect on the capital structure of the Company before and after the completion of the Placement and the SPP:

<b>Event</b>	<b>Shares</b>	<b>% (at Completion of raise)</b>
Existing Shares	570,890,991	83.67
Placement Shares	34,977,932	5.13
SPP Shares	76,388,889	11.20
<b>Total</b>	<b>682,257,812</b>	<b>100</b>

**Notes:**

1. Assumes the SPP occurs at same price as Placement.
2. Assumes no increase to the Offer size (noting Atomo has reserved the right to increase the size of the raising).
3. SPP Shares (assuming they are issued at the same price as the Placement) represent ~13.38% of existing ordinary shares before the Placement and SPP (undiluted). As the SPP Issue Price will not be determined until the Closing Date, the number of SPP Shares may be higher or lower.
4. Atomo also has 15,713,330 options on issue with various exercise prices and expiry dates. Those options and their impact on the fully enlarged capital structure is not shown in the above table.

**13. Risks**

13.1 There is a risk that the market price of Shares may change between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you. Accordingly, the value of the New Shares that you apply for, over time, is likely to rise and fall. Importantly, there is a risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price. After the issue of the New Shares to you, the value of these New Shares will fluctuate over time and there is no guarantee that their value will not fall below the SPP Issue Price.

13.2 This document is not a prospectus and has not been lodged with ASIC. This document does not contain the types of disclosure required to be contained in a prospectus. You must rely on your own knowledge of Atomo, previous disclosures made by Atomo to the ASX, and, if necessary, consult your professional financial and tax advisers before making a decision to participate in the SPP.

**14. Foreign offering restrictions**

This document does not constitute an offer of New Shares in the Company in any jurisdiction in which it would be unlawful. In particular, this document may not be distributed to any person, and the New Shares may not be offered or sold, in any country outside Australia except to the extent permitted below.

**14.1 New Zealand**

The New Shares are not being offered or sold to the public within New Zealand other than to existing shareholders of the Company with registered addresses in New Zealand to whom the offer of the New Shares is being made in reliance on the Financial Markets Conduct (Incidental Offers) Exemption Notice 2021.

This document has not been registered, filed with or approved by any New Zealand regulatory authority under the Financial Markets Conduct Act 2013. This document is not a product disclosure statement under

New Zealand law and is not required to, and may not, contain all the information that a product disclosure statement under New Zealand law is required to contain.

## 14.2 United Kingdom

Neither this document nor any other document relating to the offer of New Shares has been delivered for approval to the Financial Conduct Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended ("FSMA")) has been published or is intended to be published in respect of the New Shares.

The New Shares may not be offered or sold in the United Kingdom by means of this document or any other document, except in circumstances that do not require the publication of a prospectus under section 86(1) of the FSMA. This document is issued on a confidential basis in the United Kingdom to fewer than 150 persons who are existing shareholders of the Company. This document may not be distributed or reproduced, in whole or in part, nor may its contents be disclosed by recipients, to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received in connection with the issue or sale of the New Shares has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of the FSMA does not apply to the Company.

In the United Kingdom, this document is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 ("FPO"), (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investment to which this document relates is available only to relevant persons. Any person who is not a relevant person should not act or rely on this document.

## 15. Effect of applying for New Shares

15.1 If you submit a BPAY payment and complete an online application:

- (a) you acknowledge that you have read, understood and irrevocably and unconditionally agree to these Terms and Conditions and the online application in full and you agree not to do any act or thing which would be contrary to the spirit, intention or purpose of the SPP;
- (b) you acknowledge that you are an Eligible Shareholder and that you are lawfully permitted to accept the Offer and participate in the SPP;
- (c) you acknowledge that you do not reside outside Australia or New Zealand or the United Kingdom;
- (d) if you have a registered address in New Zealand or the United Kingdom, you warrant that you continued to hold Shares from the Record Date to the Opening Date;
- (e) you certify that the total of the application price for the following does not exceed \$30,000:
  - (i) the New Shares the subject of your application;
  - (ii) any other New Shares or any Shares that you acquired under any arrangement similar to the SPP in the 12 months before the date of your application;
  - (iii) any other New Shares which you have instructed a custodian to acquire on your behalf under the SPP; and
  - (iv) any other Shares issued to a custodian under an arrangement similar to the SPP in the 12 months before the date of your application under the SPP as a result of an instruction given

by you to the custodian or another custodian and which resulted in you holding beneficial interests in such Shares,

even though you may have received more than one Offer or received Offers in more than one capacity;

- (f) if you are a Custodian and are applying on behalf of a Custodian Beneficiary on whose behalf you hold Shares, you acknowledge and agree that:
  - (i) you are a Custodian as that term is defined in ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547;
  - (ii) you held Shares on behalf of the Custodian Beneficiary as at the Record Date who has instructed you to apply for New Shares on their behalf under the SPP and that the Custodian Beneficiary has been given a copy of this document;
  - (iii) you are not applying for New Shares on behalf of any Custodian Beneficiary with an aggregate application amount of more than \$30,000 under the SPP;
  - (iv) the information in the Custodian Certificate submitted with your Application Form is true, correct and not misleading;
- (g) you acknowledge your application is irrevocable and unconditional;
- (h) you declare that all details and statements in your Application Form are true and complete and not misleading;
- (i) you authorise Atomo to correct minor errors in your Application Form and to complete the Application Form by inserting any missing minor details;
- (j) you acknowledge that Atomo may at any time determine that your Application Form is valid, in accordance with this Booklet, even if the Application Form is incomplete, contains errors or is otherwise defective;
- (k) you acknowledge that no interest will be paid on any application monies held pending the issuance of the New Shares or subsequently returned to you for any reason;
- (l) you accept that Atomo at its absolute discretion can make reductions in issuance of New Shares under a Scale-back;
- (m) you acknowledge that Atomo is not liable for any exercise of its discretions referred to in this Booklet;
- (n) you accept the risk associated with any refund that may be dispatched to you to by cheque to your address or by direct credit to your nominated bank account as shown on the Register;
- (o) if you are acting as a trustee, nominee or Custodian, each beneficial Shareholder on whose behalf you are participating is resident in Australia or New Zealand or the United Kingdom and you have not sent this Booklet or any materials relating to the SPP outside Australia, New Zealand or the United Kingdom;
- (p) you agree to be bound by the constitution of Atomo;
- (q) you acknowledge that neither Atomo nor the Registry has provided you with investment advice or financial product advice, and that neither has any obligation to provide this advice, concerning your decision to apply for and buy New Shares, and that this Booklet has been prepared without taking into account the objectives, financial situation or needs of individuals;

- (r) you are aware, and accept the risk, that the market price of Shares may change including (without limitation) between the date of the Offer, the date you apply for New Shares and the issue of New Shares to you (and accordingly the value of New Shares applied for, over time, is likely to rise and fall) and you accept the risk that during the period between when you apply for New Shares and when the New Shares are issued to you, you may be able to buy Shares on the ASX at a lower price than the SPP Issue Price;
- (s) you represent that you are not in the United States nor subscribing for New Shares for the account or benefit of a person in the United States;
- (t) you acknowledge that the New Shares have not been, and will not be, registered under the US Securities Act or other securities laws of any state or other jurisdiction of the United States, and accordingly, the New Shares may not be offered or sold in the United States exception in transactions exempt from, or not subject to, the registrations requirements of the US Securities Act and any other applicable US state securities laws;
- (u) you acknowledge that the New Shares will only be offered and sold outside the United States in "offshore transactions" (as defined in and in reliance on Regulation S under the US Securities Act);
- (v) if in future you decide to sell or otherwise transfer the New Shares, you will do so in a regular way on ASX where neither you nor any person acting on your behalf know, or have reasons to know, that the sale has been pre-arranged with, or that the purchase is, a person in the United States;
- (w) you acknowledge that you have not distributed this Booklet or any other documents in relation to the Offer to, any person in the United States or elsewhere outside Australia, New Zealand and the United Kingdom (in compliance with clause 14). Failure to comply with these restrictions may result in violations of applicable securities laws;
- (x) if you are acting as trustee, nominee, Custodian or Custodian Beneficiary, each beneficial holder on whose behalf you are participating in the Offer is resident in Australia, New Zealand, or the United Kingdom, and you have not sent this Booklet, or any materials relating to the Offer to any person outside Australia, New Zealand, or the United Kingdom.

## 16. Timetable

16.1 Subject to clause 16.2:

- (a) **(Record Date)** the Offer is made to all persons registered as holders of Shares at 7.00pm (AEST) on 12 July 2023 whose address in the Register was in Australia, New Zealand or the United Kingdom;
- (b) **(Opening Date)** the Offer opens at 9:00am (AEST) on 18 July 2023;
- (c) **(Closing Date)** the Offer closes at 5.00pm (AEST) on 1 August 2023;
- (d) **(Issue Date)** Atomo proposes to issue the New Shares on 8 August 2023;
- (e) **(Trading Date)** Atomo expects trading on ASX of the New Shares issued under the SPP to commence on 9 August 2023; and
- (f) **(Despatch Date)** the date on which transaction confirmations are sent to Shareholders and, if applicable, a direct credit deposit to your nominated account is made, or refund cheque is despatched, as a result of any Scale-back being applied to your application, is expected to be 11 August 2023.

16.2 Atomo may vary any of the above dates in clause 16.1 at its absolute discretion (even if the Offer has been opened, or BPAY payments or Application Forms have been received) by lodging a revised timetable with ASX.

## **17. No underwriting**

The SPP is not underwritten.

## **18. Lead Manager**

The Lead Manager is Bell Potter.

## **19. Shortfall Facility**

To the extent there remains any shortfall in the subscription of New Shares under the SPP (**Shortfall**), the Board reserves the right to issue all or any of the New Shares that comprise the Shortfall under a shortfall facility at their discretion (**Shortfall Facility**), subject to the requirements of the ASX Listing Rules and the Corporations Act. The New Shares issued under a Shortfall Facility will be offered through a placement to institutional and sophisticated investors at the same price as the SPP Issue Price. New Shares issued under the Shortfall Facility will rank equally with existing Shares quoted on the ASX.

Bell Potter have been engaged to assist with the placement of New Shares under the Shortfall Facility.

As set out in the announcement of 13 July 2023, Atomo has received a binding commitment of up to \$1 million (at the same price as the SPP) in the event that less than \$1 million is raised under the SPP. This commitment will be reduced (pro rata) to the extent of the funds raised under the SPP. Any Shares issued pursuant to such commitment will be issued without disclosure to an institutional investor and within the Company's placement capacity under Listing Rule 7.1.

## **20. Legislative instrument compliance**

A registered holder of Shares will be ineligible to participate in the SPP if their participation would be in breach of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

## **21. Dispute resolution, waiver, withdrawal, suspension, and termination**

- 21.1 Atomo may settle, in any manner it deems appropriate, any difficulties, anomalies, or disputes which may arise in connection with the operation of the SPP and its decision shall be conclusive and binding on all participants and other persons to whom the determination relates.
- 21.2 Atomo reserves its right to waive strict compliance with any provisions of this Booklet and to amend or vary these Terms and Conditions set out in this Booklet and to suspend or terminate the SPP at any time. Any such amendment, variation, suspension or termination will be binding on all Eligible Shareholders even where Atomo does not notify you of that event.
- 21.3 If the SPP is withdrawn or terminated, all application monies will be refunded. No interest will be paid on any money refunded to you.

## **22. Privacy**

- 22.1 Atomo and the Registry are bound by the *Privacy Act 1988 (Cth)* in relation to the collection, use and disclosure of any personal information about you. Chapter 2C of the Corporations Act requires information about you as a Shareholder (including your name, address and details of the Shares you hold) to be included in the public register of Atomo. This information must continue to be included in the public register if you cease to be a Shareholder.
- 22.2 Atomo and the Registry may collect personal information to process your application, implement the SPP and administer your Shareholding. The personal information contained in the Register is also used to facilitate payments and corporate communications (including financial results, annual reports and other information to be communicated to Shareholders) and to ensure compliance with legal and regulatory requirements, including Australian taxation laws and the Corporations Act.
- 22.3 Your personal information may be disclosed to joint investors, the Registry, to securities brokers, to third party service providers, including print and mail service providers, technology providers and professional advisers, to



related entities of Atomo and its agents and contractors, and to ASX and other regulatory authorities, and in any case, where disclosure is required or allowed by law (which may include disclosures to the Australian Taxation Office and other government or regulatory bodies or where you have consented to the disclosure). In some cases, the types of organisations referred to above to whom your personal information may be disclosed may be located overseas.

- 22.4 The Registry's privacy policy is available on its website: [https://www.linkgroup.com/docs/Link\\_Group\\_Privacy\\_Policy.pdf](https://www.linkgroup.com/docs/Link_Group_Privacy_Policy.pdf) . Atomo's privacy policy is available on its website: <https://www.atomodiagnosics.com/privacy-policy/>. Each privacy policy contains information about how you may seek access to, and correction of, your personal information and also contains information about how you can complain about a breach of the Privacy Act and how such a complaint will be dealt with.

## 23. Governing Law

This Booklet and the Offer are governed by the laws in force in New South Wales, Australia. Any dispute arising out of or in connection with the Terms and Conditions, or the Offer, will be determined by the courts of New South Wales, Australia. By accepting this Offer, you agree to submit to the exclusive jurisdiction of the courts in New South Wales, Australia.

## 24. Additional Provisions

- 24.1 The Company may amend the terms of the Offer at any time. Any material amendments will be announced to the ASX.
- 24.2 The Company may terminate or otherwise withdraw the Offer at any time. Any termination or withdrawal will be announced to the ASX, and any application monies received will be returned without interest.
- 24.3 The Company may act or omit to act in relation to the Offer (including applying the terms of the Offer) in its absolute discretion. The Company may settle any difficulty or question of fact or interpretation in relation to the Offer in any manner it thinks fit, whether generally or in relation to any Eligible Shares, application or New Share. The Company's decision will be conclusive and binding. The Company reserves the right to waive strict compliance with these Terms and Conditions (subject to compliance with the law, the Instrument and ASX Listing Rules). The Board or any delegate may exercise the powers of the Company under the terms of the Offer.

## 25. Glossary

The following definitions apply throughout this Booklet unless the context requires otherwise. A reference to a clause is a reference to a clause in these Terms and Conditions.

**AEST** Australian Eastern Standard Time.

**Application Form** your personalised application form enclosed with this Booklet.

**ASIC** Australian Securities and Investments Commission.

**ASIC Instrument** *ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547*.

**ASX** ASX Limited (ACN 008 624 691) or the market operated by it as the context requires.

**Atomo** Atomo Diagnostics Limited ACN 142 925 684.

**Bell Potter** Bell Potter Securities Limited ABN 25 006 390 772.

**Booklet** this document.

**Closing Date** 5.00pm (AEST), 1 August 2023 (or such other date as Atomo determines, in its absolute discretion).

**Corporations Act** *Corporations Act 2001* (Cth).

**Custodian** a custodian as defined in paragraph 4 of ASIC Corporations (Share and Interest Purchase Plans) Instrument 2019/547.

**Custodian Beneficiaries** has the meaning given in clause 1.2.

**Custodian Certificate** has the meaning given in clause 4.

**Director** a director of Atomo.

**Downstream Custodian** has the meaning given in clause 4.1.

**Eligible Shareholder** has the meaning given in clause 1, and does not include Shareholders with a registered address outside of Australia, New Zealand or the United Kingdom on the Record Date.

**FDA** the U.S. Food and Drug Administration.

**Issue Date** 8 August 2023 (or such other date as Atomo determines, in its absolute discretion).

**New Shares** the Shares to be issued under the SPP.

**Offer** the offer in clause 2.

**Opening Date** 9.00am (AEST), 18 July 2023.

**Participating Beneficiaries** has the meaning given in clause 4.1.

**Placement** the placement of fully paid ordinary Shares by Atomo to institutional and sophisticated investors, raising \$1.25 million, announced on 13 July 2023.

**Placement Shares** 34,977,932 Shares pursuant to the Placement expected to be issued on 19 July 2023.

**Record Date** 7.00pm (AEST) on 12 July 2023.

**Register** the register of Shareholders.

**Registry** Link Market Services Limited ACN 083 214 537

**Scale-back** has the meaning given in clause 11.1.

**Share** a fully paid ordinary share in Atomo.

**Shareholder** a registered holder of Shares.

**Shareholding** a holding of Shares.

**Shortfall** has the meaning given in clause 19.

**Shortfall Facility** has the meaning given in clause 19.

**SPP** the share purchase plan offer made to Eligible Shareholders under this Booklet.

**SPP Issue Price** has the meaning given to the term in clause 2.1. See also clause 7.

**Terms and Conditions or SPP Terms and Conditions** the terms and conditions of the SPP set out in this Booklet.

**Trading Date** 9 August 2023 (or such other date as Atomo determines, in its absolute discretion).

**VWAP** means the volume weighted average price of a Share.