



ASX ANNOUNCEMENT

8 November 2023

## Funding and Capital Update

### Highlights:

- **Funding Commitment Agreement (“FCA”) signed with C2 Ventures (“C2V”) for up to \$7.5 million, including C2V’s participation of up to \$1.5 million in the Placement and Entitlement Offer (as described below).**
- **The FCA will cornerstone a Capital Raising Package to provide the capital required to deliver significant growth and the path to profitability.**
- **Completion of the total Capital Raising Package is expected to be announced shortly and will include as follows:**
  - **A Placement (with C2V participation of up to \$1 million);**
  - **A pro-rata Entitlement Offer to shareholders (with C2V commitment being the balance between C2V’s participation in the Placement and \$1.5 million); and**
  - **\$6 million from C2V in 2024 under the FCA.**
- **The Placement, Entitlement Offer and shares issued to C2V under the FCA will be on the same pricing and terms (subject to shareholder approval).**

CardieX Limited (ASX: CDX) (**CardieX**, the **Company**) is pleased to provide this Funding and Capital update, which includes a Funding Commitment Agreement with C2 Ventures, an upcoming Placement, and Entitlement Offer (all three together being the “Capital Raising Package”).

### C2V Funding Commitment

The Company is pleased to advise that it has entered into a Funding Commitment Agreement (“FCA” with C2 Ventures Pty Ltd (“C2V”, owned by Directors, Niall Cairns and Craig Cooper) to provide up to \$7.5 million over the next year to support the funding needs of the Company. Any participation by C2V in the Placement and/or Entitlement Offer will be included as part of the funds committed under the FCA.



C2V (or its nominee/s) will make available a loan facility of up to \$7,500,000 (**Facility Limit**), as follows:

<b>Period</b>	<b>Facility Limit (cumulative amount)</b>
Between the date of the agreement and 31 December 2023	\$1,500,000
Between 1 January 2024 and 31 March 2024	\$3,000,000
Between 1 April 2024 and 30 June 2024	\$4,500,000
Between 1 July 2024 and 31 December 2024	\$7,500,000

Key terms of the FCA are summarised as follows:

- The Facility Limit is reduced by amounts advanced to, loaned to, owed by or received by the Company from C2V and related parties, including under the proposed Placement and Entitlement Offer.
- CardieX may require C2V (or its nominee) to advance a loan under the loan facility at any time between the date of the Agreement and 31 December 2024 (or such later date as is agreed between the parties) by giving notice to the Lender. If such shareholder approval is not obtained under the Shareholder Approval of Conversion clause the C2V may terminate its obligation to provide further loans under the loan facility.
- Subject to all necessary board, shareholder and regulatory approvals, some or all of the outstanding moneys may be repaid by the Company by issuing securities to the C2V, such as under the proposed Placement and Entitlement Offer.
- The Company has agreed to convene a shareholder meeting to seek approval, to the extent possible, for the conversion to equity of all loans under the loan facility, up to the maximum Facility Limit. Shareholder approval is intended to be sought at a general meeting to be convened shortly:
- Interest will accrue on the principal outstanding at 10% per annum during the period commencing on the date of the FCA and ending on, if shareholder approval is not obtained to convert loans into equity, the day of the shareholders meeting; and otherwise, the Maturity Date. If shareholder approval is not obtained, 15% per annum during the period commencing on and from the day after the shareholder meeting and ending on the Maturity Date. The Company may elect whether to pay interest in cash. If interest is not paid in cash, it will automatically be capitalised.
- The Company may at any time prepay all or part of the outstanding moneys without premium or penalty.
- If, after 31 December 2025 there are any outstanding moneys, the Company must repay the outstanding moneys at the request of the Lender, on at least 30 days' notice. The Lender may only request repayment, or seek to enforce recovery of outstanding moneys, to the extent that the payment can be paid or satisfied from the available assets of the Company following payable of the Company's other liabilities.



- It is an event of default if the Company fails to pay or repay any amount due under the agreement when due, or an event of insolvency occurs in respect of the Company. If an event of default occurs and is subsisting, the Lender may terminate its obligation to provide further loans under the loan facility and/or declare outstanding moneys due and payable.

#### Use of Funds

Funds raised from the Capital Raising Package will be primarily applied towards funding the operations of the Company, product development, go-to-market and marketing costs of new product launches, clinical market development, capital raising costs, amounts owed by the Company, and for general working capital purposes.

**Approved by the Board of Directors and Released by the Company Secretary**

- ENDS -

For more information, please contact:

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#### **About CardieX**

CardieX is a medical technology company that develops and markets non-invasive patient monitoring technologies for assessing vascular health. The Company's suite of products includes medical and home health devices and digital solutions for hypertension, cardiovascular disease, and other vascular health disorders - all based on the Company's market leading SphygmoCor® vascular biomarker technology. CardieX is listed on the Australian Stock Exchange ("CDX").