

INVION SECURES FUNDING OF A MINIMUM OF \$2.4M THROUGH AN INSTITUTIONAL PLACEMENT

Highlights

- Invion secures a minimum of \$2.4m¹ and up to \$6.8m investment by US institutional investor, Lind Partners
- Invion will receive \$1.3m upfront, with further available funding of potentially up to \$5.5m under a Share Purchase Agreement
- The Share Purchase Agreement is a staged private placement in monthly instalments of \$100,000 per month, which may be increased by mutual agreement to up to \$500,000 per month, over a 12-month period (unless extended)
- Funds raised will provide Invion with greater financial flexibility as it pursues multiple development programs across a range of cancers and infectious diseases

MELBOURNE (AUSTRALIA) 28 June 2024: Invion Limited (ASX: IVX) ("**Invion**" or the "**Company**") is pleased to announce a Share Subscription Agreement and Share Purchase Agreement (together, the "**Agreements**") to provide a minimum of \$2.4 million and up to \$6.8 million in funding to the Company from Lind Global Fund II, LP an entity managed by New York-based The Lind Partners (together, "**Lind**").

Invion will receive an upfront investment of \$1.3 million, which is made up of \$1.2 million from the Share Subscription Agreement and a first tranche payment of \$100,000 from the Share Purchase Agreement. The latter is a staged private placement in monthly instalments of \$100,000 per month, which may be increased by mutual agreement up to \$500,000 per month, over a 12-month period (unless otherwise extended). For completeness, if the parties do not mutually agree to increase the monthly instalments, they will remain at \$100,000 per month.

In relation to the placement, Chairman and CEO of Invion, Thian Chew, said:

"We are thrilled to be partnering with Lind, particularly as we are also exploring opportunities internationally. Our technology has to-date demonstrated promising potential as a treatment for several cancers and infectious diseases. This capital investment will give us more resources and flexibility to advance a range of development programs in our pipeline, even as we undertake our Phase I/II non-melanoma skin cancer trial."

Lind manages institutional funds that are leaders in providing growth capital to small and mid-cap companies publicly traded in the United States, Canada, Australia and the UK. Lind makes direct investments ranging from US\$1m to US\$30m, invests in syndicated equity offerings and selectively buys on-market. Having completed over 200 direct investments totalling over US\$2.0 billion in transaction value, Lind has been a flexible and supportive capital partner to investee companies since 2011.

Key Terms of the Share Purchase Agreement and Share Subscription Agreement

- **Parties:** Invion Limited (ASX:IVX) ("**Invion**" or "**Company**") and Lind Global Fund II, LP ("**Lind**" or "**Investor**").
- **Overview:** the Agreements provides a minimum of \$2.4m and up to \$6.8m in total funding as follows:

¹ All dollar figures in Australian dollars unless otherwise noted.

ASX ANNOUNCEMENT

- the Share Subscription Agreement provides an investment of \$1.2m; and
 - the Share Purchase Agreement is a staged private placement in monthly instalments of \$100,000 (subject to certain adjustments) each over an initial 12-month period, with an initial instalment of \$100,000. The monthly tranches may be increased by mutual agreement to up to \$500,000 per tranche in subsequent months.
- **Sale restrictions:** Until 31 May 2025, unless an event of default occurs in respect of Invion, the Investor agrees not to sell Subscription Shares or Tranche Shares during any week in excess of:
 - 20% of the weekly trading volume during that week on ASX and Chi-X (as reported by Bloomberg); and
 - \$60,000.
- **Execution Date:** the transaction documents were executed on 27 June 2024 and are effective upon satisfaction of any of the conditions precedents, which includes the issue of the Initial Shares (as described below).
- **Other terms:** As is customary with these types of arrangements, the Agreements contain typical investor protections such as negative covenants and representations and warranties. There is no security provided by Invion to Lind in respect to the Agreements. No interest is payable under the Agreements (other than if an event of default occurs). Lind has customary rights of termination (amongst other rights) in the event of default by Invion.

Terms Specific to the \$1.2m Share Subscription Agreement

- **Advance Payment:** Lind will pay \$1.2m to Invion, which may be used to subscribe for fully paid ordinary shares ("**Subscription Shares**") to a deemed value of \$1.44m within 24 months of the Advance Payment Date (unless extended).
- **Advance Payment Date:** Lind is to provide payment of the Advance Payment by no later than five business days after the Execution Date.
- **Initial Shares:** 180,000,000 fully paid ordinary shares in the Company will be issued to Lind at the time of funding (and which may subsequently be applied towards satisfying the Company's issue of Subscription Shares or repayment obligations under the Agreement, or issue of Tranche Shares under the Share Purchase Agreement). If at the expiration of the Term (as defined below), or upon termination of the Agreement, there are still Initial Shares that have not been applied towards subscription or repayment, Lind will pay for those shares based on the Subscription Price (defined below).
- **Term:** 24 months from the Advance Payment Date. Lind may by notice extend the period by up to six months.
- **Options:** 120,000,000 options with an exercise price of \$0.01 each and an expiration date of 30 months after the date of issue.
- **Subscriptions:** Lind may elect when to provide Invion with subscription notices for the issue of Subscription Shares to the aggregate value of \$1.44m over the Term, subject to the following ("**Subscription Amount**"):
 - From the Execution Date until 30 September 2024, the issue price will be \$0.0075.

ASX ANNOUNCEMENT

- From 1 October 2024, the issue price will be (at Lind's election):
 - \$0.0075 per share, with the aggregate subscription amount unlimited; or
 - a price equal to 90% of the average of the three lowest daily VWAPs during the 20 trading days prior to each subscription date with the aggregate subscription amount in any one month at the Subscription Price limited to \$70,000. In the event monthly tranches under the Share Purchase Agreement do not occur in a month, the monthly limit increases to \$150,000 for that month. Lind may, at its sole discretion, increase the maximum monthly aggregate subscription amount to \$175,000, for two months only.
- From 1 July 2025, the issue price will be the lesser of:
 - \$0.0075 per share; and
 - 90% of the average of the three lowest daily VWAPs during the 20 trading days prior to each subscription.
- Any Initial Payment remaining at the expiry of the Term, will be subscribed for at the Subscription Price.
- **Repayment:** In lieu of issuing Subscription Shares, Invion can elect to repay 105% of the value of the Subscription Shares in cash.
- **Termination:** The Company has the right to terminate the Share Subscription Agreement at any time after 1 November 2024 upon repayment of any unused portion of the \$1.44m credit, plus a 5% premium. Lind may require that instead of full repayment, that up to one third of the unused credit is applied towards Subscription Shares.
- **Fees:** Invion will pay Lind a \$57,600 commitment fee on the Advance Payment Date, representing 4% of the Advance Payment, which will be deducted from the Advance Payment.

Terms specific to the Share Purchase Agreement

- **Tranches:** Lind will subscribe for a first tranche of \$100,000 and thereafter, another 11 monthly Tranches of \$100,000 provided (amongst other conditions) the Company has capacity under the Listing Rules or relevant shareholder approval to issue the shares for each tranche. The monthly tranches may be increased by mutual agreement to up to \$500,000 per tranche in subsequent months. The Company may also elect to reduce the monthly tranches to \$25,000. For each tranche, Lind will provide funding at the relevant tranche closing, and Invion will issue the Shares to Lind 30 days after (**Tranche Shares**).
- **Extension:** the term of the agreement may be extended by 12 months by the Company for an additional funding amount of up to \$1m (or another amount as may be mutually agreed).
- **Fees:** Invion shall pay Lind an establishment fee of \$25,000, and 4% of the amount funded in each monthly tranche.
- **Purchase Price:** This will be (at Lind's election) \$0.0075 per share or a price equal to 90% of the average of the three lowest daily VWAPs during the 20 trading days prior to each

ASX ANNOUNCEMENT

subscription date. Lind may elect to use the \$0.0075 price on a maximum of two monthly tranches.

- **Floor Price Protection:** If the Purchase Price is less than the Floor Price of \$0.004, the Company may choose to instead repay the amount that Lind has paid for that month's Tranche Shares, with a 5% premium. Lind may reject the request and instead require that the shares are issued at the Floor Price. The Company will be able to terminate the Agreement at no cost, at any time, if the Purchase Price is less than the Floor Price.
- **Base Price:** If the volume-weighted average price is at or below \$0.002 for two consecutive trading days during the term of the agreement, Lind will have the right to pause its Tranche Share purchases by up to 60 days. If, during such pause period, the volume-weighted average price of the Tranche Shares increases to above the Base Price for 10 trading days, Lind will continue its Tranche Share purchases.
- **Protections:** If the issue of shares would cause Lind to hold more than 9.99% voting power in Invion, Lind or Invion may instead choose to have Invion pay a cash amount equal to the value of the shares instead of issuing those shares. No tranche will exceed 0.35% of the Company's market capitalisation, except as otherwise mutually agreed.
- **Termination:** The Company can terminate the Share Purchase Agreement:
 - At no cost at any time after a minimum of \$300,000 has been funded
 - At no cost any time, if Purchase Price is less than the Floor Price.
 - At any other time, with \$50,000 cancellation fee.

The Agreement can be terminated at any time with mutual consent, or by Lind in the event of change of control in Invion, default by Invion or certain events affecting financial markets generally.

Information relating to Listing Rule 7.1:

- Invion's current placement capacity under Listing Rule 7.1 is 963,679,830 securities.
- The Company will issue 180m Initial Shares and 120m Options under the Share Subscription Agreement pursuant to Listing Rule 7.1.
- It is expected that Subscription Shares under the Share Subscription Agreement will be issued under Listing Rule 7.1. While the number of these shares will be determined on the required issue date, if the number was determined at the date of this announcement, it would be 192,000,000 shares for the full \$1.44m credit.
- The Company will issue shares under the first tranche of \$100,000 under the Share Purchase Agreement pursuant to Listing Rule 7.1. It is expected that shares issued for subsequent monthly tranches of \$100,000 will also be issued pursuant to Listing Rule 7.1. While the number of these shares will be determined on the required issue date, if the number was determined at the date of this announcement, it would be 400,000,000 shares in aggregate for 12 monthly tranches.
- The maximum number of securities to be issued under the Share Subscription Agreement and Share Purchase Agreement (other than with shareholder approval) is limited to 963,679,830 shares. The limitation does not apply to any shares issued that are subsequently ratified by shareholders under Listing Rule 7.4.

This announcement was approved for release by the Board of Directors.

ASX ANNOUNCEMENT

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About The Lind Partners

The Lind Partners manages institutional funds that are leaders in providing growth capital to small- and mid-cap companies publicly traded in the US, Canada, Australia and the UK. Lind's multi-strategy funds make direct investments ranging from US\$1 to US\$30 million, invest in syndicated equity placements and selectively buy on market. Having completed more than 200 direct investments totaling over US\$2 billion in transaction value, Lind's funds have been flexible and supportive capital partners to investee companies since 2011.

About Invion

Invion is a life-science company that is leading the global research and development of the Photosoft™ technology for the treatment of a range of cancers, atherosclerosis and infectious diseases. Invion holds the exclusive Australia and New Zealand license rights and exclusive distribution rights to Asia Pacific excluding China (other than Hong Kong, which is included in the Territory), Macau, Taiwan, Japan and South Korea to the Photosoft™ technology for all cancer indications. It also holds the exclusive rights to the technology in Asia Pacific (excluding Greater China) for atherosclerosis and infectious diseases. Research and clinical cancer trials are funded by the technology licensor, RMW Cho Group Limited, via an R&D services agreement with the Company. Invion is listed on the ASX (ASX: IVX). For more information, visit www.inviongroup.com.

About Photodynamic Therapy (PDT)

Invion is developing Photosoft™ technology as a novel next generation Photodynamic Therapy (PDT). PDT uses non-toxic photosensitisers and light to selectively kill cancer cells and promote an anti-cancer immune response. Less invasive than surgery and with minimal side effects, PDT offers an alternative treatment option aimed at achieving complete tumour regression and long-lasting remission.