

Convertible Note Cleansing Statement

InFocus Group Holdings Limited (ASX: IFG) (the **Company** or **InFocus**), a data analytics and software solutions company, provides the following Cleansing Statement in relation to an issue of Convertible Notes first announced on 8 July 2025.

Cleansing Statement under section 708A(12C)(e) of the Corporations Act

This Cleansing Statement (**Cleansing Statement**) is given by InFocus Group Holdings Limited (096 870 978) (ASX:IFG) (**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 it is today issuing 166,450 convertible notes. The convertible notes are being issued without disclosure to investors under Part 6D.2 of the Corporations Act.

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

1. Background

The Company is undertaking a capital raising by the issue of convertible notes (**Notes**) as follows:

- (a) The Company had signed a Deed of Amendment to an existing Convertible Securities and Share Placement Agreement (**Agreement**) with Obsidian Global Partners, LLC Inc (the **Noteholder**) to provide for the issue of Additional Notes in two tranches.
- (b) The face value of each Additional Note is USD 1.20. The issue price payable by the Noteholder is USD 1.00 per Note.
- (c) The issue of the Notes is the second tranche of Notes being issued following the announcement of the Agreement in July 2025, with shareholder approval having been successfully sought on 8 September 2025 (being the **Second Additional Tranche Notes**)
- (d) The Noteholder remains entitled to the issue of up to 25,000,000 Additional Placement Shares.

The Company has today issued the Second Additional Tranche Notes.

The funding will enable the Company to put funds toward ongoing expansion of the Company's activities and capabilities, within frontier technologies - particularly digital assets (including cryptocurrencies), big data, artificial intelligence, and machine learning – as well as general working capital.

The funding bears a reasonable borrowing cost with conversion rights at a premium to the share price as at the date of entering into the Agreement, potentially limiting dilution. The funding with the Noteholder was selected due to its certainty and efficiency of completion; relatively low potential dilutionary impact; and its relatively low cost of funds.

Overall, as compared to the alternative sources of finance, the Board considered the arrangements under the Agreement to be in the best interests of the Company's shareholders.

The Second Additional Tranche Notes have been issued with shareholder approval under ASX Listing Rule 7.1, and as a result there is no placement capacity (under ASX Listing Rule 7.1 or 7.1A being utilised by this issue).

This Cleansing Statement is in respect to the Second Additional Tranche Notes only. Accordingly, the Second Additional Tranche Notes are referred to as **Notes** hereafter.

2. Contents of this Cleansing Statement

This Cleansing Statement sets out the following:

- (a) the effect of the issue of the Notes on the Company;
- (b) a summary of the rights and liabilities attaching to the Notes;
- (c) a summary of the rights and liabilities attaching to the fully paid ordinary shares (**Shares**) that will be issued on the conversion of the Notes; and
- (d) 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.

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 Notes on the Company will be to:

- (a) increase the Company's cash reserves by approximately USD 166,450 (equivalent to AUD 250,000), representing the aggregate subscription price of USD 166,450 (equivalent of AUD 200,000) (before other costs associated with the issue);
- (b) increase the number of Notes on issue from 130,200 to 296,650;
- (c) give rise to the Company having a secured liability for the aggregate amount of the face value of the Notes with each Note being issued for USD 1.00 but having a USD 1.20 face value (approximately USD 199,740 in aggregate) plus accrued interest;
- (d) if the 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 up to 25,000,000 Shares as the Additional Placement Shares to the Noteholder on demand by the Noteholder.

3.2 Pro-forma consolidated statement of financial position

- (a) Set out in the Annexure to this Cleansing Statement is a pro forma consolidated Statement of Financial Position for the Company based on the reviewed 31 December 2024 accounts (and the unaudited preliminary 30 June 2024 accounts) adjusted to reflect the issue of the Second Additional Tranche Notes and the Additional Placement Shares 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 of the allocations between debt and equity for the Notes may change in the future.

3.3 Potential effect on capital structure

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

Type of security	Number
Shares ¹	427,711,003
Convertible Notes	130,200
Unquoted options ²	44,016,669
Performance Rights ²	33,750,000

Notes:

- 1. The number of Shares on issue does not include the up to 25,000,000 Shares to be issued to the Noteholder or 10,000,000 Shares being issued in an unrelated transaction on the same day as the Notes.
- 2. The number of Unquoted Options on issue does not include the Options that are proposed to be issued following shareholder approval on 8 September 2024. Existing Unquoted options comprise;
 - a. 16,683,335 options exercisable at \$0.15 and expiring 31 December 2025.
 - b. 22,333,334 options exercisable at \$0.075 and expiring 31 December 2027,
 - c. 5,000,000 options exercisable at \$0.070 and expiring 31 December 2027.

Additional Unquoted Options proposed to be issued comprise 31,268,519 Options each exercisable at \$0.05 expiring 18 September 2027.

- 3. Performance Rights issued in relation to the acquisition of Prodigy9.

As at the date of this Notice, the Noteholder is not a substantial shareholder of the Company.

The Agreement and issue of the Notes have the following potential effect on the Company's capital structure:

- (b) An issue of 166,450 Notes each with a face value of USD 1.20 per Note
- (c) An issue of up to 25,000,000 Additional Placement Shares.
- (d) Upon conversion of the Second Additional Tranche Notes, an issue of 10,000,000 Shares (being an estimate if the Notes were converted at the fixed conversion price in place at point of issue). This conversion number assumes all Notes are converted.

4. Rights and liabilities attaching to the Notes

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

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

Face Value	USD 1.20 per Note.
Aggregate issue price	USD 166,450 being equivalent to AUD 250,000
Note Currency	The Notes are being held by the Noteholder in USD such that the Company receives an amount in USD equivalent to AUD 250,000. The Notes are also repayable in USD. Where an amount is to be converted from AUD to USD per the terms of the Notes, the prevailing exchange rate published by the Reserve Bank of Australia at that time is to be applied.
Issue Date	18 September 2025
Maturity Date	18 March 2027 (18 months after issue date of the Notes).
Interest	No interest is payable on the Notes, except in the event of a default.
Fixed Conversion Price	AUD 0.03
Variable Conversion Price	The lesser of: (a) 90% of the average of the lowest 5 daily VWAPs during the 20 Actual Trading Days prior to the Conversion Notice Date; and (b) the Fixed Conversion Price.
Additional Placement Shares	The Company will issue to the Noteholder up to 25,000,000 Shares subject to shareholder approval, being the Additional Placement Shares. If the Noteholder wishes to reduce the number of Additional Placement Shares outstanding by a set number of Shares, it may do so by: (a) providing the Company with written notice (Payment Notice) of its intention to do so; and (b) paying the Company for the reduction, at a price equal to 90% of the average of the lowest 5 daily VWAPs during the 20 Actual Trading Days prior to the Payment Notice. If the Noteholder converts the Notes into equity, the Noteholder may in its sole discretion apply the Additional Placement Shares to offset the new Shares that would be required to be issued on such conversion. If any Additional Placement Shares remain outstanding following full repayment of the Notes and termination of the Agreement, the Noteholder must either (at its election): (c) pay the Company an amount per Placement Share equal to 90% of the average of the lowest 5 daily VWAPs during the 20 Actual Trading Days immediately prior to the date upon which the Noteholder makes the payment; or

	(d) sell the Additional Placement Shares on market and pay the Company 95% of the net sale proceeds.
Redemption Amount	110% of the Amount Outstanding (being the Face Value plus any other amounts payable by the Company to the Noteholder) in respect of the Notes.
Early Redemption on raise	The Noteholder may at any time, subsequent to entry into the Agreement: (a) where the Company raises funds in aggregate of less than AUD 2,500,000 from any source (other than from the Noteholder), require the Company to apply up 20% of the proceeds of the funds raised (from the first AUD 2,500,000 raised); and (b) where the Company raises funds in aggregate of more than AUD 2,500,000 from any source (other than from the Noteholder), require the Company to apply up 50% of the proceeds of the funds raised (from the funds raised in excess of AUD 2,500,000), to the redemption of outstanding Notes at the Redemption Amount.
Conversion	While there is an Amount Outstanding: • The Notes may be converted by the Noteholder at any time before the Maturity Date by providing a conversion notice. • Each conversion notice must specify details including how many Notes the Noteholder elects to convert, whether the Noteholder is electing to convert the Notes at the Fixed Conversion Price, the Variable Conversion Price or the Conversion Price in the Event of Default, and the number of Shares that the Company must issue to the Noteholder in respect of the Conversion. Shares will not be issued on conversion of any Notes if such conversion would cause any person to hold a relevant interest in more than 20% of the Shares on issue.
Limitations on Conversions at Variable Conversion Price	The Noteholder may only give conversion notices specifying that a Conversion is to occur at the Variable Conversion Price: (a) after 31 December 2025; and (b) when any 20-day VWAP subsequent to the relevant issue date of the Notes is less than the Fixed Conversion Price of the relevant tranche of Notes to be converted.
Conversion Restriction	Prior to 1 October 2025, the Investor may only give Conversion Notices in relation to the Notes if the Shares trade on ASX or CBOE at or above A\$0.04 at any time during the Conversion Notice Date or the Trading Day immediately prior to the Conversion Notice Date.
Security	The Notes continue to be secured by a standard General Security Agreement (Security Documents), on terms customary for agreements of this nature.
Negative Covenants	Whilst the Notes are outstanding, a number of negative covenants continue to apply to the Company, which the Company considers to be broadly on terms customary for securities of this nature. In summary, these include the Company or a subsidiary company being restricted from the following without the Noteholder's written consent (not to be unreasonably withheld or delayed): (a) dispose all or part of its assets unless (i) such disposal is in the ordinary course of business and for fair market value; and (ii) where the value of the assets being disposed is greater than

	AUD 500,000, at least 25% of the net cash proceeds of the disposal are, if required by the Noteholder, applied towards repayment; (b) repay any indebtedness to any related entities of the Company; or (ii) make any payment in reduction of debt for any debt finance raised or debt securities issued by the Company after today (but excluding certain advance funding for R&D rebates (R&D Loan)); (c) reduce its issued share capital or any uncalled liability in respect of its issued capital, except by means of a purchase or redemption of the share capital that is permitted under applicable law; (d) issue or agree to issue any equity or equity-linked securities (including options) that have a variable interest rate or any debt, equity or equity-linked securities that are convertible into, exchangeable or exercisable for, or include the right to receive Shares or other securities: (i) at a conversion, repayment, exercise or exchange rate or other price that is based on, and/or varies with, the trading prices of, or quotations for, the Shares; or (ii) at a conversion, repayment, exercise or exchange rate or other price that is subject to being reset at some future date after the initial issuance of such debt, equity or equity-linked security or upon the occurrence of specified or contingent events; but nothing in this clause prevents the Company from issuing fixed-rate instruments; (e) issue or agree to issue any debt, equity or equity-linked securities or otherwise raise any debt or equity capital other than where: (i) the Company has first offered the Noteholder in writing a prior opportunity to provide the debt, acquire the equity or equity-linked securities or otherwise provide the debt or equity capital; (ii) the Noteholder does not accept the offer within 10 Business Days of receiving it; and the Company issues or agrees to issue the debt, equity or equity-linked securities or otherwise obtain the debt or equity capital from a third party on the same terms as the Company offered to the Noteholder, within 3 months of offering them to the Noteholder; but nothing in this clause prevents or restricts an issue of Shares that is an issue of Shares in respect of a genuine acquisition, certain issues of Shares in lieu of cash payments to suppliers or employees, or debt that is an R&D Loan; (f) undertake any consolidation of its share capital; (g) materially change the nature of its business; (h) make an application under section 411 of the Corporations Act; (i) except for R&D Loan security, grant any Security Interest over any of its assets that have an aggregate value exceeding AUD 150,000, or allow a Security Interest to come into existence over any assets of any Group Company that have an aggregate value exceeding AUD 150,000; or (j) transfer the jurisdiction of its incorporation.
Representations and warranties	The Company has provided the Noteholder with customary representations and warranties.
Events of default	The Agreement includes events of default which the Company considers to be broadly on terms customary for securities of this nature, including but not limited to, in summary: (a) failing to pay an amount owed to the Noteholder; (b) a material breach or failure to comply with any material obligation under the transaction documents (and does not rectify such breach or failure within 10 Business Days of notice of such);

	(c) any of certain disclosure materials are inaccurate, false or misleading in any material respect (including by omission), as of the date on which it is made or delivered; (d) the occurrence of an insolvency event; (e) the Company does not obtain the shareholder approval required under the Agreement; (f) the Company fails to repay the Non-approval Redemption Amount in respect of the number of Convertible Securities specified in a Non-approval Redemption Notice on or before the day which is 10 Business Days after the date on which the Investor gives the Non-approval Redemption Notice. (g) a suspension of trading, stop order, or removal of the Company or the Shares from the ASX Official List is requested by the Company or imposed on the Company except for a suspension of trading not exceeding 5 trading days in any rolling twelve month period or as agreed by the Noteholder; (h) any Notes or Shares are not issued to the Noteholder on the date upon which they are required to be issued under the Agreement, or if no date is specified, within 2 Business Days of the issue obligation arising; (i) any Shares are not quoted on ASX by the third Business Day immediately following the date of their issue; (j) the Company fails to comply with the Listing Rules in any material respect; (k) the Company grants a security interest over its assets with an aggregate value exceeding AUD 150,000, or a security interest comes into existence (other than an R&D Loan security) over any assets of the Company exceeding AUD 150,000; (l) an event of default (however described) occurs under the Security Documents; (m) the "Secured Property" under the Security Documents suffers a material diminution in value or utility or a material part of the "Secured Property" suffers total loss or destruction or damage beyond repair or damage to an extent which in the opinion of the Investor renders repair impractical or uneconomical; (n) if any of the "Secured Property" under the Security Documents is taken out of the effective management and control of the Company (except upon a permitted dealing with that property); (o) the occurrence of a Material Adverse Effect; (p) the occurrence of a change of control in respect of the Company. In the event of an unremedied default, being an event of default that is (a) not capable of being remedied, or is capable of being remedied but has not been remedied within 10 Business Days of its occurrence; or (c) there have been two or more previous events of default, then the Noteholder may be entitled to action against the Company including, but not limited to, (a) an increase in the Face Value of the Notes by 10% in the first instance and afterwards a further 2% for any further unremedied default, (b) declaring that the Company redeem the Notes; (c) convert the Notes at a 20% discount to the lowest daily VWAP in the 10 Actual Trading Days prior to the notice; (d) terminate the Agreement; or (e) exercise any right, power or remedy granted to it at law.
Sale restriction	The Noteholder has agreed to not sell shares on any trading day in excess of the greater of: (a) 20% of the daily trading volume on that trading day on ASX and CBOE (as reported by IRESS); and (b) AUD 12,000. This restriction applies to all Shares held by the Noteholder including those held as a result of conversions of the earlier issued notes.

	The restrictions detailed above cease in the event of an Event of Default.
Voting rights	The Notes do not confer any right to vote at meetings of members of the Company, except as required by law. The Noteholder will be permitted to attend (but not to vote) at any general meeting of its members.
Quotation	The Notes will not be quoted on ASX.
Transferability	The Notes are transferable, subject to the Noteholder first providing written notice of such transfer to the Company.
Governing law	The Agreement is governed by the laws applying in the State of Western Australia, Australia.
Amendments	The Company and the Noteholder have reached an in principle agreement that enables the Company to complete the Mythos financing announced 1 September 2025 – including raising funds in a convertible facility, granting security against its assets to another party – without being in breach of the terms of the Agreement.

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

The Shares issued to the Noteholder on the conversion of the Notes 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 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 that attach to Shares in any specific circumstances, the shareholder should seek legal advice.

General meetings	Shareholders are entitled to be present in person, or by proxy, attorney or representative to attend and vote at general meetings of the Company. Shareholders may requisition meetings in accordance with section 249D of the Corporations Act and the Constitution of the Company.
Voting rights	Subject to any rights or restrictions for the time being attached to any class or classes of shares, at general meetings of shareholders or classes of shareholders: • each shareholder entitled to vote may vote in person or by proxy, attorney or representative; • on a show of hands, every person present who is a shareholder or a proxy, attorney or representative of a shareholder has one vote; and • on a poll, every person present who is a shareholder or a proxy, attorney or representative of a shareholder shall, in respect of each fully paid share held by them, or in respect of which they are appointed a proxy, attorney or representative, have one vote for each share held, but in respect of partly paid shares shall have such number of votes as bears the same proportion to the total of such shares registered in the shareholder's name

	as the amount paid (not credited) bears to the total amounts paid and payable (excluding amounts credited).
Dividend rights	Subject to the rights of any preference shareholders and to the rights of the holders of any shares created or raised under any special arrangement as to dividend, the Directors may from time to time declare a dividend to be paid to the shareholders entitled to the dividend which shall be payable on all Shares according to the proportion that the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited) in respect of such Shares. Subject to the ASX Listing Rules and the Corporations Act, the Company may implement a dividend reinvestment plan on such terms and conditions as the Directors think fit.
Winding-up	If the Company is wound up, the liquidator may, with the authority of a special resolution, divide among the shareholders in kind the whole or any part of the property of the Company, and may for that purpose set such value as he or she considers fair upon any property to be so divided, and may determine how the division is to be carried out as between the shareholders or different classes of shareholders.
Shareholder liability	As the shares issued on conversion of the Notes will be fully paid ordinary shares, they will not be subject to any calls for money by the Directors and will therefore not become liable for forfeiture.
Transfer of Shares	Generally, shares in the Company are freely transferable, subject to formal requirements, the registration of the transfer not resulting in a contravention of or failure to observe the provisions of a law of Australia and the transfer not being in breach of the Corporations Act or the ASX Listing Rules.
Future increase in capital	The issue of any new shares is under the control of the Board of the Company as appointed from time to time. Subject to restrictions on the issue or grant of securities contained in the ASX Listing Rules, the Constitution and the Corporations Act (and without affecting any special right previously conferred on the holder of an existing share or class of shares), the Directors may issue shares and other discretion, determine.
Variation of rights	Under section 246B of the Corporations Act, the Company may, with the sanction of a special resolution passed at a meeting of shareholders vary or abrogate the rights attaching to shares. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied or abrogated with the consent in writing of the holders of three quarters of the issued shares of that class, or if authorised by a special resolution passed at a separate meeting of the holders of the shares of that class.
Alteration of Constitution	In accordance with the Corporations Act, the Constitution can only be amended by a special resolution passed by at least three quarters of votes validly cast for Shares at the general meeting. In addition, at least 28 days written notice specifying the intention to propose the resolution as a special resolution must be given.

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 www.asx.com.au or the Company's website at <https://ifghltd.com.au>.

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

- (a) the Annual Report for the period ended 30 June 2024 lodged with ASX on 26 September 2024 (**Annual Report**);
- (b) the Half Yearly Report for the period ending 31 December 2024 lodged with ASX on 28 February 2025; and
- (c) the preliminary final report for the period ended 30 June 2025 lodged with ASX on 29 August 2025;
- (d) 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 Report lodged with ASX on 26 September 2024, until the date of this Cleansing Statement:

Date of Announcement	Announcement Title
26 September 2024	Annual Report 30 June 2024
26 September 2024	Appendix 4G & Corporate Governance Statement
27 September 2024	Company Secures R&D Rebate Loan Facility
3 October 2024	Proposed issue of securities - FGL
3 October 2024	Frugl to Acquire Prodigy9
8 October 2024	Notice of Annual General Meeting/Proxy Form
9 October 2024	Frugl Receives R&D Refund for 2024 Financial Year
14 October 2024	Change of Company Secretary & CFO Resignation
14 October 2024	Application for quotation of securities - FGL
17 October 2024	Addendum to Notice of AGM and Replacement Proxy Form
28 October 2024	Frugl Corporate Update Presentation
31 October 2024	Quarterly Activities/Appendix 4C Cash Flow Report
8 November 2024	Results of Annual General Meeting
8 November 2024	Chairman Address to 2024 AGM
13 November 2024	Amended Q1 FY25 Appendix 4C
13 November 2024	Change of Company Name and ASX Code
21 November 2024	InFocus secures USD 2.5m fintech services agreement
22 November 2024	Proposed issue of securities - IFG
22 November 2024	Capital Raising
25 November 2024	Cleansing Statement

25 November 2024	Application for quotation of securities - IFG
25 November 2024	Application for quotation of securities - IFG
27 November 2024	Proposed issue of securities - IFG
27 November 2024	Capital Raising
27 November 2024	Proposed issue of securities - IFG
28 November 2024	Cleansing Statement
28 November 2024	Update - Fintech project deposit and Prodigy9 Acquisition
28 November 2024	Application for quotation of securities - IFG
28 November 2024	Application for quotation of securities - IFG
9 December 2024	Notification of cessation of securities - IFG
7 January 2025	Application for quotation of securities - IFG
23 January 2025	\$500k cash receipts from digital gaming project
23 January 2025	Notice of Extraordinary General Meeting
31 January 2025	Quarterly Activities/Appendix 4C Cash Flow Report
4 February 2025	Application for quotation of securities - IFG
5 February 2025	Cleansing Statement
5 February 2025	InFocus completes Prodigy9 Acquisition
5 February 2025	Notification regarding unquoted securities - IFG
5 February 2025	Application for quotation of securities - IFG
25 February 2025	Corporate Update Presentation
28 February 2025	Results of Extraordinary General Meeting
28 February 2025	Appendix 4D and Interim Financial Report
4 March 2025	InFocus secures USD 1.5 million stablecoin payments project
4 March 2025	Application for quotation of securities - IFG
5 March 2025	Proposed issue of securities - IFG
6 March 2025	Notification regarding unquoted securities - IFG
6 March 2025	Application for quotation of securities - IFG
6 March 2025	Corporate Update and Placement
7 March 2025	Placement Update and Cleansing Statement
7 March 2025	Application for quotation of securities - IFG
20 March 2025	Chubb Life Assurance begins engagement with Onify
21 March 2025	Notification of cessation of securities - IFG
24 March 2025	ACCC Supermarkets Inquiry recognises Frugi Grocery App
27 March 2025	JAY: Jayride explores significant technology improvements
2 April 2025	Application for quotation of securities - IFG
24 April 2025	Quarterly Activities/Appendix 4C Cash Flow Report
6 May 2025	Application for quotation of securities - IFG
27 May 2025	InFocus appointed to develop USD 3.25M iGaming project

2 June 2025	Application for quotation of securities - IFG
1 July 2025	Board Changes and Appendices 3Z 3X
1 July 2025	Director Interest Notice
8 July 2025	InFocus extends financing facility
8 July 2025	Application for quotation of securities - IFG
8 July 2025	Proposed issue of securities - IFG
9 July 2025	Notification regarding unquoted securities - IFG
9 July 2025	Cleansing Statement
31 July 2025	Quarterly Activities/Appendix 4C Cash Flow Report
5 August 2025	Notice of Extraordinary General Meeting
13 August 2025	Response to ASX Queries
28 August 2025	Trading Halt
28 August 2025	Pause in Trading
29 August 2025	Preliminary Final Report
1 September 2025	Proposed issue of securities - IFG
1 September 2025	InFocus to launch Digital Ventures Unit and Financing
8 September 2025	Results of EGM
10 September 2025	InFocus Corporate Presentation
11 September 2025	InFocus adds \$1.7m revenue pipeline as operations scale
12 September 2025	Application for quotation of securities - IFG

7. Information excluded from continuous disclosure notices

As at the date of this Cleansing Statement, other than as set out in this Cleansing Statement, 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.

Authorised for release by the Board of Directors.

For more information, please contact

Sonny Didugu
 Company Secretary
 ifg@reignadvisory.com
InFocus Group Holdings Limited

Annexure – Pro forma consolidated statement of financial position

As at 30 June 2025 (unaudited preliminary accounts)

	30-Jun-25	Tranche 2	Costs	Adjusted Position
Asset				
Cash and Cash equivalent	552,832.00	250,000.00	0	802,832.00
Trade and other receivable	1,649,977.00			1,649,977.00
other assets	712,875.00			712,875.00
Total current assets	2,915,684.00	250,000.00	-	3,165,684.00
Non- Current assets				
Plant and equipment	159,245.00			159,245.00
Right of use assets	350,707.00			350,707.00
Intangible Assets	3,468,266.00			3,468,266.00
Total non-current assets	3,978,218.00	-	-	3,978,218.00
Total assets	6,893,902.00	250,000.00	-	7,143,902.00
Liabilities				
Current Liabilities				
Trade and other payables	2,177,017.00			2,177,017.00
Borrowings	1,494,344.00			1,494,344.00
Finance Lease Liabilities	264,162.00	300,000.00		564,162.00
Other Liability	232,000.00			232,000.00
Employee entitlements	72,913.00			72,913.00
Total Current Liabilities	4,240,436.00	300,000.00	-	4,540,436.00
Non Current liabilities				
Convertible Notes	352,435.00			352,435.00
Lease liabilities	137,881.00			137,881.00
Total non-current liabilities	490,316.00	-	-	490,316.00
Total liabilities	4,730,752.00	300,000.00	-	5,030,752.00
Net assets	2,163,150.00	- 50,000.00	-	2,113,150.00
Equity				
Issued Capital	46,781,969.00			46,781,969.00
Unissued Capital	60,000.00			60,000.00
Reserves	435,686.00			435,686.00
Accumulated Losses	- 45,114,505.00		- 50,000.00	- 45,164,505.00
Net Equity	2,163,150.00	-	- 50,000.00	2,113,150.00

As at 31 December 2024 (audited accounts)

	31-Dec-24	Tranche 2	Costs	Adjusted Position
Asset				
Cash and Cash equivalent	347,601.00	250000	0	597,601.00
Trade and other receivable	507,825.00			507,825.00
other assets	189,853.00			189,853.00
Total current assets	1,045,279.00	250,000.00	-	1,295,279.00
Non- Current assets				
Property, plant and equipment	129,243.00			129,243.00
Right of use assets	497,175.00			497,175.00
Inatngible Assets	3,953,369.00			3,953,369.00
Total non-current assets	4,579,787.00	-	-	4,579,787.00
Total assets	5,625,066.00	250,000.00	-	5,875,066.00
Liabilities				
Current Liabilities				
Trade and other payables	1,286,700.00			1,286,700.00
Borrowings	272,197.00			272,197.00
Convertible Notes	249,324.00	300000		549,324.00
Lease Liabilities	187,122.00			187,122.00
Employee entitlements	70,117.00			70,117.00
Total Current Liabilities	2,065,460.00	300,000.00	-	2,365,460.00
Non Current liabilities				
Lease liabilities	346,026.00			346,026.00
Total non-current liabilities	346,026.00	-	-	346,026.00
Total liabilities	2,411,486.00	300,000.00	-	2,711,486.00
Net assets	3,213,580.00	- 50,000.00	-	3,163,580.00
Equity				
Issued Capital	44,856,234.00			44,856,234.00
Unissued Capital	85,682.00			85,682.00
Reserves	325,360.00			325,360.00
Accumulated Losses	- 42,053,696.00		-50000	- 42,103,696.00
Net Equity	3,213,580.00	-	- 50,000.00	3,163,580.00