

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Pulse Health Limited

ACN/ARSN ACN 104 113 760

1. Details of substantial holder (1)

Name

The following persons:

- Healthe Care Australia Pty Ltd (ACN 117 285 300) ("**Healthe Care**");
- Luye Investment Group Co., Ltd, a company incorporated in the People's Republic of China ("**Luye Investment Group**");
- the subsidiaries of Luye Investment Group from time to time (which as at the date of this notice includes Healthe Care); and
- Mr Liu Dian Bo, Mr Yang Rong Bing and Mr Yuan Hui Xian, who are the shareholders of Luye Investment Group, (the foregoing persons collectively being the "**Substantial Holders**").

ACN/ARSN (if applicable)

The holder became a substantial holder on 17/03/2017

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares (" Shares ")	40,590,201	40,590,201	15.79% (based on 257,079,905 Shares on issue)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Healthe Care	Relevant interest under sections 608(1)(b) (power to control exercise of right to vote attached to securities) and 608(1)(c) (power to control exercise of power to dispose of securities) of the <i>Corporations Act 2001</i> (Cth), under a Deed Poll dated 17 March 2017 (a copy of which is attached as Annexure A).	40,590,201 Shares
Luye Investment Group and its subsidiaries from time to time (excluding Healthe Care)	Each such entity is taken under section 608(3)(a) or 608(3)(b) of the <i>Corporations Act 2001</i> (Cth) to have a relevant interest in the Shares in which Healthe Care has a relevant interest.	40,590,201 Shares
Mr Liu Dian Bo, Mr Yang Rong Bing and Mr Yuan Hui Xian	The shares of Luye Investment Group are owned by Mr Liu Dian Bo (70%), Mr Yang Rong Bing (15%) and Mr Yuan Hui Xian (15%). Each of these individuals is taken under section 608(3)(a) of the <i>Corporations Act 2001</i> (Cth) to have a relevant interest in the Shares in which Healthe Care has a relevant interest.	40,590,201 Shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Each Substantial Holder	Sante Capital Investments Nominees Pty Ltd (ACN 613 691 642) as trustee of the Sante Capital No. 1 Trust	Sante Capital Investments Nominees Pty Ltd (ACN 613 691 642) as trustee of the Sante Capital No. 1 Trust	40,590,201 Shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Each Substantial Holder	17/03/2017	Nil		40,590,201 Shares

**** See Annexure B for details of the original acquisitions of the Shares by those other Substantial Holders.**

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
The Substantial Holders	c/- Healthe Care Australia Pty Ltd, 160 Sussex Street, Sydney NSW 2000
Sante Capital Investments Nominees Pty Ltd (ACN 613 691 642) as trustee of the Sante Capital No. 1 Trust	Level 16, 1 Macquarie St, Sydney NSW 2000

Signature

Signed on behalf of the Substantial Holders

print name Conal Henderson

capacity Authorised signatory

sign here



date 20 March 2017

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This is Annexure A of 5 pages (including this page) referred to in the accompanying Form 603

Signed on behalf of the Substantial Holders

print name Conal Henderson

capacity

Authorised signatory

sign here



date

20 March 2017

The copy of the document attached to this Annexure A is a true copy of the original.

DEED POLL

This Deed Poll is made on 17 MARCH 2017

By

Sante Capital Investments Nominees Pty Ltd (ACN 613 691 642) (*SCI Nominees*) of Level 16, 1 Macquarie St, Sydney NSW 2000 as trustee of the Sante Capital No. 1 Trust (*Trust*).

In favour of

Healthe Care Australia Pty Ltd (ABN 93 117 285 300) of 160 Sussex Street, Sydney NSW 2000 (*Healthe Care*).

Recitals

- A As announced by Pulse Health Limited (ABN 69 104 113 760) (*Pulse*) on 30 November 2016, it is proposed that Healthe Care will acquire 100% of the Pulse Shares via the Scheme.
- B As at the date of this Deed Poll, SCI Nominees is the registered holder of 40,590,201 Pulse Shares (the *Relevant Shares*) (which, based on a total of 257,079,905 Pulse Shares on issue, represents an approximate 15.79% shareholding interest in Pulse).
- C SCI Nominees has undertaken in favour of Healthe Care to vote in favour of the Scheme and not to dispose of the Relevant Shares, subject to and on the terms and conditions of this Deed Poll.

It is declared as follows.

1 Definitions

Terms not otherwise defined in this Deed Poll have the same meaning given in the Scheme Implementation Deed.

The following definitions apply unless the context requires otherwise.

Business Day means a day which is not a Saturday, Sunday or a public holiday in New South Wales, Australia.

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

Pulse Shares means fully paid ordinary shares in the capital of Pulse.

Scheme Implementation Deed means the scheme implementation deed dated 30 November 2016 between Healthe Care and Pulse (as may be amended from time to time) under which, amongst other things, each of Healthe Care and Pulse has agreed to take certain steps to give effect to the Scheme.

2 Benefit

This Deed Poll is given for the benefit of Healthe Care and may be relied on and enforced by Healthe Care in accordance with its terms, notwithstanding that Healthe Care is not a party to this Deed Poll.

3 Undertakings

3.1 Voting and no disposal

Subject to clause 3.2, SCI Nominees undertakes in favour of Healthe Care that:

- (a) SCI Nominees will ensure that all of the Relevant Shares are voted at the Scheme Meeting and are voted in favour of the Scheme; and

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- (b) without the prior written consent of Healthe Care, SCI Nominees will not:
 - (i) deal with, sell or otherwise part with possession of any (or dispose of any interest in) Relevant Shares other than pursuant to the Scheme; or
 - (ii) create, permit, suffer to exist, or agree to, any interest or Encumbrance, other than an Encumbrance in favour of Healthe Care pursuant to the Scheme, in respect of any Relevant Share.

3.2 Qualifications

Clause 3.1 ceases to apply on 31 May 2017 or if:

- (a) Pulse makes a public announcement that:
 - (i) the Pulse board of directors recommends a Superior Proposal; or
 - (ii) the Pulse board of directors otherwise changes or withdraws its recommendation in respect of the Scheme;
- (b) Pulse makes a public announcement that, before 9.00am on the Second Court Date:
 - (i) the ACCC has not given, or has decided not to give, informal merger clearance in respect of the Scheme; or
 - (ii) such clearance is withdrawn, revoked or adversely amended;
- (c) Pulse makes a public announcement that, before 9.00am on the Second Court Date:
 - (i) the NZ OIO has not given, or has decided not to give, consent required under the NZ Overseas Investment Act and the NZ Overseas Investment Regulations from NZ OIO in respect of the Scheme; or
 - (ii) such consent is withdrawn, revoked or adversely amended ;
- (d) Pulse makes a public announcement that, before 8.00am on the Second Court Date, a Prescribed Event has occurred and its occurrence has not been waived in accordance with the Scheme Implementation Deed;
- (e) Pulse makes a public announcement that, prior to 5.00pm on the date before the Second Court Date, the Independent Expert has changed or withdrawn its recommendation because the Independent Expert does not conclude that the Scheme is in the best interest of Pulse Shareholders;
- (f) the Scheme is voted on at the Scheme Meeting but Pulse Shareholders do not approve the Scheme by the majorities required under section 411(4)(a)(ii) of the Corporations Act;
- (g) at the Second Court Hearing the Court does not approve the Scheme in accordance with section 411(4)(b) of the Corporations Act;
- (h) the Scheme Implementation Deed is terminated; or
- (i) Healthe Care assigns or purports to assign its rights or obligations under this Deed Poll, without the prior written consent of SCI Nominees.

4 Warranties

SCI Nominees represents and warrants to Healthe Care that it:

- (a) is the only trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;
- (b) is the legal owner of the Relevant Shares and holds all Relevant Shares on trust for the sole benefit of the Trust beneficiaries;

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- (c) has the power under the terms of the Trust to enter into and comply with its obligations under this Deed Poll; and
- (d) has a right to be indemnified out of the Trust assets in respect of obligations incurred by it under this Deed Poll and no action has been taken or proposed to terminate the Trust.

5 Disclosure

SCI Nominees consents to Healthe Care attaching a copy of this Deed Poll to any substantial holding notice in relation to Pulse under Part 6C.1 of the Corporations Act and acknowledges that this Deed Poll will consequently be released to the market and become public information.

6 General

6.1 Assignment

SCI Nominees may not assign or otherwise deal with its rights or obligations under this Deed Poll, without the consent of Healthe Care.

6.2 Severability

If any provision of this Deed Poll is held or found to be void, invalid or otherwise unenforceable then so much of it as is necessary to render it valid and enforceable is deemed to be severed but the remainder of this Deed Poll remains in full force and effect.

6.3 Variation or revocation

This Deed Poll may not be varied or revoked unless the variation or revocation is agreed to by Healthe Care and SCI Nominees.

6.4 Trustee limitation of liability

- (a) Healthe Care acknowledges that SCI Nominees enters into this Deed Poll in its capacity as trustee of the Trust.
- (b) Healthe Care acknowledges SCI Nominees enters into this Deed Poll only in its capacity as trustee of the Trust and in no other capacity. Any liability arising under or in connection with this Deed Poll is limited to, and can be enforced against SCI Nominees only to the extent to which it can be satisfied out of the assets of the Trust out of which SCI Nominees is actually indemnified for the liability. This limitation of SCI Nominees' liability applies despite any other provision of this Deed Poll and extends to all liabilities and obligations of SCI Nominees in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed Poll.
- (c) No other party may sue SCI Nominees in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator, or any similar person to SCI Nominees or prove in any liquidation, administration or arrangement of or affecting SCI Nominees (except in relation to property of the Trust).

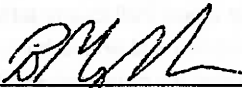
6.5 Governing law

This Deed Poll is governed by the law in force in New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts in that place.

DEED POLL

Executed and delivered as a Deed Poll.

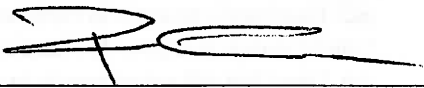
Executed as a deed poll in accordance with
section 127 of the *Corporations Act 2001*
Sante Capital Investments Nominees Pty Ltd
as trustee of the Sante Capital No. 1 Trust:



Director Signature

BRAD MYTTON

Print Name



Director/Secretary Signature

PETER CASTLE

Print Name