

Notice of Change of Interests of Substantial Holder

16 February 2018, Melbourne: As previously disclosed, Integral Diagnostics Limited has voluntary escrow arrangements with a number of current and former radiologist and management shareholders which provide for a staggered release of Integral shares held or controlled by them from escrow over short, medium and long term periods. Given the arrangements restrict the disposal of the escrowed shares, Integral has a 'relevant interest' in its own shares.

Further to the previous ASX announcements released by Integral in respect of the release of escrowed shares, attached is a notice of change of interests of substantial holder which sets out the current position in respect of the shares subject to the voluntary escrow arrangements.

Kathryn Davies
Company Secretary

About IDX:

Integral Diagnostics (IDX) is a leading provider of medical imaging services in Victoria, Queensland and Western Australia. The Company provides state of the art diagnostic services to patients and their referrers at 47 radiology clinics, including 13 hospital sites. IDX employs some of the country's leading radiologists and nuclear medicine specialists in a unique medical leadership model that ensures quality patient care, service and access. Good medicine is good business.

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Integral Diagnostics Limited (Integral)

ACN/ARSN 130 832 816

1. Details of substantial holder (1)

Name Integral Diagnostics Limited

ACN/ARSN (if applicable) 130 832 816

There was a change in the interests of the

substantial holder on 12 / 2 / 2018

The previous notice was given to the company on 27 / 10 / 2015

The previous notice was dated 27 / 10 / 2015

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary	79,825,680*	55.38%*	41,606,070	28.69%

*The notice lodged on 27 October 2015 incorrectly referred to 57,883,050 and 51.4% respectively. The 55.38% referenced in this notice is based on the total number of shares on issue at the time of the previous notice lodged on 27 October 2015.

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
12/2/2018	Integral	Release from voluntary escrow upon satisfaction of leaver provisions.	Non-cash pursuant to the voluntary escrow arrangements between Integral and the registered holders of the securities as set out in the Restriction Deed (Radiologist/Management) lodged with ASX on 27 October 2015 (IPO Restriction Deed) and the Restriction Deed contained in Annexure B (WDR Restriction Deed).	(53,810) ordinary shares	53,810
8/1/2018		Release from voluntary escrow upon satisfaction of leaver provisions.		(776,720) ordinary shares	776,720
5/10/2017		Release from voluntary escrow upon satisfaction of Medium Term Release Shares terms.		(244,470) ordinary shares	244,470
22/8/2017		Release from voluntary escrow upon release of FY17 financial results.		(4,444,068) ordinary shares	4,444,068
11/4/2017		Release from voluntary escrow upon satisfaction of leaver provisions.		(53,810) ordinary shares	53,810
25/8/2016		Release from voluntary escrow upon release of FY16 financial results (correction to ASX announcement which stated 27,159,095).		(27,844,438) ordinary shares	27,844,438

30/6/2016	Integral	Restriction on disposal of shares under voluntary escrow arrangements disclosed to ASX on 1 July 2016 (and as set out in the WDR Restriction Deed), giving Integral a relevant interest in its own shares under section 608(1)(c) of the Corporations Act. Integral has no right to acquire these shares or to control the voting rights attached to these shares.	Non-cash pursuant to the voluntary escrow arrangements between Integral and the registered holders of the securities as set out in the WDR Restriction Deed.	908,056 ordinary shares	908,056
31/12/2015	Integral	Adjustment to Short Term Release Shares upon exercise of Put Options as set out in Integral's replacement Prospectus dated 9 October 2015 and the IPO Restriction Deed.	Non-cash pursuant to the voluntary escrow arrangements between Integral and the registered holders of the securities as set out in the IPO Restriction Deed.	(4,843,590) ordinary shares	4,843,590
23/12/2015	Integral	Adjustment to shares held in escrow for Advent Private Capital Pty Ltd upon confirmation of non-exercise of Put Options as set out in Integral's replacement Prospectus dated 9 October 2015 and the IPO Restriction Deed.	Non-cash pursuant to the voluntary escrow arrangements between Integral and the registered holders of the securities as set out in the IPO Restriction Deed.	(866,760) ordinary shares	866,760

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Integral	The holders as set out in Annexure A	The holders as set out in Annexure A	Restriction on disposal of shares under voluntary escrow arrangements disclosed in Integral's replacement Prospectus dated 9 October 2015 and the announcement to ASX on 1 July 2016 (and as set out the IPO Restriction Deed and WDR Restriction Deed) gives Integral a relevant interest in its own shares under section 608(1)(c) of the Corporations Act. Integral has no right to acquire these shares or to control the voting rights attached to these shares.	41,606,070 ordinary shares	41,606,070

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

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

Name	Address
Integral Diagnostics Limited	L8, 14 – 20 Blackwood St, North Melbourne, Victoria 3205
Holders as set out in Annexure A	C/- L8, 14 – 20 Blackwood St, North Melbourne, Victoria 3205

Signature

print name Kathryn Davies

capacity Company Secretary

sign here



Date 16/02/2018

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, money 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 on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A

This is Annexure A of 1 page referred to in Form 604 Notice of change of interests of substantial holder

Daniel 16/2/2018

Kathryn Davies
Company Secretary

Registered Holder	Ordinary Shares
A G TAYLOR (MEDICAL) PTY LTD <TAYLOR FAMILY A/C>	407,450
ADSUE INVESTMENTS PTY LTD <ADSUE INVESTMENT A/C>	651,920
AQUASUM PTY LTD <AQUASUM A/C>	781,530
ASHLEY RODDAM WALTON & LOUISE WALTON <WALTON FAMILY A/C>	139,650
BRETT SOUNNESS PTY LTD <SOUNNESS FAMILY A/C>	280,580
BRUCE VALINTINE JACK & MELISA JANE JACK <BRUCE JACK FAMILY A/C>	651,920
CREGGAN INVESTMENTS PTY LTD <CRANFIELD FAMILY A/C>	770,440
FIRMYALL PTY LTD <HOWITT NO 4 A/C>	822,410
GEORGE IOANNOU MEDICAL PTY LTD <IOANNOU FAMILY A/C>	651,920
GERARD BENSOUSSAN <BENSOUSSAN INVESTMENT A/C>	385,220
JOHAN FREDERIK WEILBACH <WEILBACH FAMILY A/C>	818,600
LETHEAN HOLDINGS PTY LTD <HOWITT NO 8 A/C>	2,193,090
LOCKWOOD RIDGE PTY LTD <AJ FRENCH FAMILY A/C>	992,202
MEAKIN PROFESSIONAL INVESTMENTS PTY LTD <HOWITT NO 6 A/C>	2,193,090
MITTAL HOLDINGS PTY LTD <HOWITT NO 12 A/C>	2,330,150
MS JULIE ELIZABETH BROADFOOT & MR COLIN GERARD BENNETT <BENNETT AND BROADFOOT A/C>	325,960
NEW IMAGING PTY LTD <NEW IMAGING A/C>	2,330,150
NW3 PTY LTD <HOWITT NO 7 A/C>	2,193,090
PHILIPPA SHINE <SHINE SHARE A/C>	770,440
REGATTA INVESTMENTS PTY LTD <REGATTA INVESTMENT A/C>	651,920
ROBERT MASON HOLDINGS PTY LTD <MASON RADIOLOGY A/C>	770,450
ROBERTS & HALL HOLDINGS PTY LTD <ROBERTS & HALL FAMILY A/C>	770,450
SRL INVEST PTY LTD <KDF SUPER FUND A/C>	569,570
TANG MEDICAL PTY LTD <TANG FAMILY A/C>	788,090
VISIONARY IMAGING PTY LTD <LU FAMILY PROSPERITY A/C>	1,926,120
WATTS INVESTMENT HOLDINGS PTY LTD <WATTS FAMILY A/C>	651,920
WILLOWBAY RISE PTY LTD <HOWITT NO 5 A/C>	2,193,090
WYNDHAM SALTER PTY LTD <HOWITT NO 10 A/C>	2,193,090
CLIGHT PTY LTD <LIGHTFOOT FAMILY A/C>	2,330,160
G J HUGHES PTY LTD <G J HUGHES FAMILY A/C>	2,193,090
JASMAT PTY LTD <BREMNER FAMILY A/C>	2,193,090
JOHN LIVINGSTON PTY LTD <LIVINGSTON FAMILY A/C>	2,330,160
MUZRAY PTY LTD <MURRAY FAMILY A/C>	1,553,440
TIM LAGANA & AMANDA LAGANA ATF LAGANA FAMILY TRUST	53,810
SIXTIETH ESROG PTY LTD ATF THE HOUGHTON CAPITAL DISCRETIONARY TRUST	186,952
ELDRIDGE PINES PTY LTD ATF N A WALTERS FAMILY ACCOUNT	186,952
JOHN MATTHEW ROGAN & ANNE MARGARET ROGAN ATF THE JM ROGAN FAMILY TRUST	186,952
PRENTES PTY LTD ATF THE NAGORCKA FAMILY TRUST	186,952
	41,606,070



HERBERT
SMITH
FREEHILLS

Annexure B

This is annexure B of 29 pages referred
to in Form 604 Notice of change of
interests of substantial shareholder

Davies
Kathryn Davies
Company Secretary

16/2/2018

Execution Version

Restriction deed (Radiologist)

Each party named as a 'Shareholder' in Schedule 1

Each Party named as a 'Controller' in Schedule 1

Integral Diagnostics Limited



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HERBERT
SMITH
FREEHILLS

Restriction deed

Date ► 30 June 2016

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of 1111 Howitt Street, Wendouree VIC 3355 (Company)
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Shareholders	Each party named as a 'Shareholder' in Schedule 1 (each a Shareholder)
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Controllers	Each Party named as a 'Controller' in Schedule 1 (each a Controller)
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Recitals	<ol style="list-style-type: none">1 In connection with the Transaction, each Shareholder and Controller (each listed in Schedule 1) agrees to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.2 The Shareholders and Controllers will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in Schedule 2.3 The Shareholders and Controllers are subject to the exceptions to the restrictions on Dealing in their Restricted Shares and Controller Interests as set out in Schedule 3.
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This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
Business Sale Agreement	the sale of business agreement dated 10 May 2016 between Rafferty Rogan & Houghton Pty Ltd as trustee for the Ultrasound Service Unit Trust, Lake Imaging Pty Ltd and others.
Controller interest	in respect of a Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
CPI	the All Groups Consumer Price Index last published by the Australian Bureau of Statistics. If that index no longer exists, or if the basis of calculating it changes, it means an index that the President of the Institute of Chartered Accountants decides reflects changes in the cost of living in Melbourne.



Term	Meaning
Dealing	<p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <ul style="list-style-type: none">• sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;• enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest;• do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or• agree to do any of these things. <p>Deal and Dealt each have a corresponding meaning.</p>
Diagnostic Imaging Services	<p>the use of practices and processes to create images of the structures and activities inside the human body for diagnostic and treatment purposes including, radiography (X-ray), ultrasound, computed tomography (CT), magnetic resonance imaging (MRI) and nuclear medicine (which includes positron emission tomography (PET)).</p>
Dispose	<p>has the meaning given to that term in the Listing Rules.</p>
Escrow Period	<p>the period commencing on the date the Restricted Shares are issued to the Shareholders and Controllers under the Business Sale Agreement, until the date on which all of the Restricted Shares may be Dealt with in accordance with the terms set out in Schedule 2 or Schedule 3.</p>
FY17 Short Term Release Date	<p>the Business Day after release of the Company's financial results for the full year ending 30 June 2017 to ASX.</p>
FY18 Short Term Release Date	<p>the Business Day after release of the Company's financial results for the full year ending 30 June 2018 to ASX.</p>
FY19 Short Term Release Date	<p>the Business Day after release of the Company's financial results for the full year ending 30 June 2019 to ASX.</p>



Term	Meaning
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Group	the Company and all of its subsidiaries from time to time and Group Company means any one of them.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
IPO	an initial public offering of Shares in the Company and admission of the Company to the official list of the ASX.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
Long Term Release Shares	the number of 'Long Term Release Shares' listed in Schedule 1 in respect of each Shareholder.
Medium Term Release Shares	the number of 'Medium Term Release Shares' listed in Schedule 1 in respect of each Shareholder.
Non-Compete Restricted Shares Parcel	the number of Long Term Release Shares which when aggregated have a value equal to \$150,000 on the issue date.
Non-Compete Restricted Shares Parcel Terms	the terms that apply to a Non-Compete Restricted Shares Parcel, as set out in item 3 of Schedule 2.



Term	Meaning
Radiologist	a person who is accredited by the Royal Australian and New Zealand College of Radiologists and employed by a Group Company to provide Diagnostic Imaging Services.
Radiologist Industry	the industry in which Diagnostic Imaging Services are provided.
Radiologist Restricted Area	<p>the following geographical locations:</p> <ul style="list-style-type: none">• a radius of five kilometres from each trading location of the Group in RA1 Major Cities (as defined by the Australian standard geographical classification remoteness area classification);• a radius of ten kilometres from each trading location of the Group in RA2 Inner Regional (as defined by the Australian standard geographical classification remoteness area classification);• a radius of 15 kilometres from each trading location of the Group in RA3 Outer Regional (as defined by the Australian standard geographical classification remoteness area classification); and• where to the knowledge of the Shareholder, at any time in the prior 12 months, the Group has sought to establish or acquire an entity or business which will form part of the Group that is located in:<ul style="list-style-type: none">◦ RA1 Major Cities, a radius of five kilometres from that location;◦ RA2 Inner Regional, a radius of ten kilometres from that location; and◦ RA3 Outer Regional, a radius of 15 kilometres from that location.
Related Shareholder	in relation to a Controller, each Shareholder against whose name the Controller is listed in Schedule 1.
Restraint Deed	the restraint deed to be entered into by a Departing Shareholder (as defined in the Restraint Deed) and the Company, in accordance with the Non-Compete Restricted Shares Parcel Terms.
Restriction Deed	a restriction deed entered into in connection with the IPO.
Restricted Shares	<ul style="list-style-type: none">• in relation to a Shareholder, the Shares identified as 'Restricted Shares' (which comprise, in aggregate, the Short Term Release Shares, the Medium Term Release Shares and the Long Term Release Shares) in relation to that Shareholder in Schedule 1;



Term	Meaning
	and <ul style="list-style-type: none">any securities in the Company attaching to or arising out of those Shares.
Security Interest	an interest or power: <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, andany agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	means the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
Shareholder	Each party named as a 'Shareholder' in Schedule 1.
Short Term Release Shares	the number of 'Short Term Release Shares' listed in Schedule 1 in respect of each Shareholder.
Trading Day	a 'trading day' as defined in the Listing Rules.
Transaction	the sale of the Western District Radiology business in accordance with the Business Sale Agreement.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and



- (e) the schedules form part of this deed.

1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Shareholder restrictions during Escrow Period

Subject to clause 3, each Shareholder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Controller restrictions during Escrow Period

Subject to clause 3, each Controller must not Deal in the Controller Interests during the Escrow Period.

2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Shareholder the Restricted Shares will be registered and held for the Shareholder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Shareholder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,



including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

3 Release and exceptions

3.1 Release from Dealing restrictions

Without limiting clause 3.2, during the Escrow Period, a Shareholder or Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) or Schedule 3 (Exceptions from Dealing Restrictions).

3.2 General exceptions

- (a) During the Escrow Period, a Shareholder or Controller may Deal in any of its Restricted Shares and Controller Interests if the Dealing arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Restriction Deed, and to which the offers under the bid relate, have accepted the bid;
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (3) any Dealing that is in connection with an:
 - (A) equal access share buyback;
 - (B) equal capital return; or
 - (C) equal capital reduction,in each case, made in accordance with the Corporations Act; or
 - (4) a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) If either of the events described in clauses 3.2(a)(1) or 3.2(a)(2) occur, and if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement for any reason, then each Shareholder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.

3.3 Notice

If a Shareholder or Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,



that is not in accordance with the terms of this deed, it must notify the Company as soon as practicable after becoming aware of the actual or potential Dealing or the matters giving rise to the actual or potential Dealing, providing full details.

4 Warranties and acknowledgment

4.1 Giving of warranties

Subject to clause 3, each Shareholder and Controller gives the warranties and representations in favour of the Company that the following is true and correct as at the date of this deed and at all times until expiry of the Escrow Period (except as expressly provided for below):

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if a Shareholder or Controller has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
 - (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents (or, if a Shareholder or Controller is a Trustee, the trust deed for the Trust); or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Transaction, any economic or beneficial interest in the equity or Restricted Shares of a Shareholder other than its applicable Controller;
- (h) each Shareholder holds the Restricted Shares and each Controller holds the Controller Interests set out in Schedule 1;
- (i) as at settlement of the Transaction, the Restricted Shares are all the securities, economic interests or other interests that each Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in a Shareholder or the Restricted Shares in which a Controller has an interest;



- (k) if a Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if a Shareholder or Controller is a Trustee:
 - (1) the Shareholder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Shareholder or Controller has not released or disposed of its equitable lien over that Trust; and
 - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

4.2 Acknowledgment

Each Shareholder and Controller acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.3 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If a Shareholder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
 - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares.
- (b) If a Shareholder or Controller breaches this deed, the Shareholder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each Shareholder and Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.



6 Notices

- (a) A notice or other communication to a party under this agreement (**Notice**) must be in writing and in English and signed by or on behalf of the sending party, and addressed to that party in accordance with the details below (or any alternative details nominated to the sending party by Notice).

Party	Notice details
Shareholders	For each Shareholder, the name, address, fax number (if any) and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
Controllers	For each Controller, the name, address, fax number (if any) and email address (if any) specified for the Controller's Related Shareholder(s) in the Company's register of members from time to time.
Company	Attention: Chief Executive Officer and Company Secretary Address: 1111 Howitt Street, Wendouree VIC 3355 Phone: 03 53390700 Fax: 03 53390711 Email: livingstonj@integraldiagnosics.com.au

- (b) A Notice must be given by one of the methods set out in the table below and is regarded as given and received at the time set out in the table below. However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (business hours period), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the identified or nominated fax number (but only if a fax number is identified or	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety. However, if the recipient party informs the sending party



Method of giving Notice	When Notice is regarded as given and received
nominated)	within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the laws of Victoria, Australia.
- (b) Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- (c) Each of the parties irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (d) Each of the parties irrevocably waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Amendment

This deed may not be amended without the prior written consent of the parties.

7.3 Counterparts

This deed may be executed in any number of counterparts.

7.4 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.5 Time of Essence

Time is of the essence to this deed.



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Schedule 1

Shareholders, Controllers and Restricted Shares

Shareholder	Controller ('N/A' if none)	Restricted Shares
John Matthew Rogan & Anne Margaret Rogan atf "The J.M. Rogan Family Trust"	Dr John Matthew Rogan	Short Term Release Shares: 37,836 Medium Term Release Shares: 75,671 Long Term Release Shares: 113,507
Sixtieth Esrog Pty Ltd ACN 005 638 700 atf "The Houghton Capital Discretionary Trust"	Dr Nicholas Bruce Houghton	Short Term Release Shares: 37,836 Medium Term Release Shares: 75,671 Long Term Release Shares: 113,507
Prentes Pty Ltd ACN 058 357 707 atf "The Nagorcka Family Trust"	Dr John Phillip Nagorcka	Short Term Release Shares: 37,836 Medium Term Release Shares: 75,671 Long Term Release Shares: 113,507
Neale Anthony Walters(*)	Dr Neale Anthony Walters	Short Term Release Shares: 37,836 Medium Term Release Shares: 75,671 Long Term Release Shares: 113,507

(*) Eldridge Pines Pty Ltd ACN 057 902 262 atf "N A Walters Family Trust" will be a Shareholder for the purposes of this deed if Neale Anthony Walters transfers all of his Restricted Shares to it as permitted under item 4 of Schedule 2.



Schedule 2

Release from Dealing restrictions

During the Escrow Period, a Shareholder or Controller may Deal in its Restricted Shares and Controller Interests in the proportions and at the times set out in the table below.

Item	Restricted Shares	Release from Dealing restrictions
1	Short Term Release Shares	<p>The number of Short Term Release Shares equal to one-third of the number of Short Term Release Shares may be Dealt with on each of the following dates:</p> <ul style="list-style-type: none">• the Business Day after release of the Company's financial results for the full year ending 30 June 2017 to ASX (FY17 Short Term Release Date);• the Business Day after release of the Company's financial results for the full year ending 30 June 2018 to ASX (FY18 Short Term Release Date); and• the Business Day after release of the Company's financial results for the full year ending 30 June 2019 to ASX (FY19 Short Term Release Date).
2	Medium Term Release Shares	<p>Subject to any of the terms set out in Schedule 3, the Medium Term Release Shares may be Dealt with on the earlier of the following dates:</p> <ul style="list-style-type: none">• the Business Day after release of the Company's financial results for the full year ending 30 June 2026 to ASX; and• the date on which the Shareholder or Controller (whichever is a Radiologist) satisfies each of the following conditions:<ul style="list-style-type: none">– is 60 years of age or older; and– has been continuously employed by a Group Company for more than 7 years(*).
3	Long Term Release Shares	<p>The Long Term Release Shares may be Dealt with when the Shareholder or Controller (whichever is a Radiologist) satisfies each of the following conditions:</p> <ul style="list-style-type: none">• is 60 years of age or older; and• has been continuously employed by a Group Company for more than 7 years(*). <p>except the Non-Compete Restricted Shares Parcel, which must not be Dealt with until 12 months' has elapsed from the date on which the above conditions were satisfied and the following conditions are also met:</p>



Item	Restricted Shares	Release from Dealing restrictions
		<ul style="list-style-type: none">the Radiologist gives the Board a Statutory Declaration declaring that the Radiologist will cease to provide Diagnostic Imaging Services or be involved in the management of a Diagnostic Imaging Services business on a permanent basis from the date of the Statutory Declaration; andthe Shareholder or Controller (whichever is a Radiologist) enters into the Restraint Deed with the Company (in a form acceptable to the Board) and remains in compliance with that Restraint Deed. The parties agree that the Restraint Deed will comprise provisions restraining the Shareholder and its Controller from engaging, being involved or interested in any business that is the same or substantially the same as, or otherwise competes with, the business of the Group as it is carried on at the date the Shareholder or Controller (as the case may be) gives the Statutory Declaration to the Board as contemplated in the above paragraph (and will otherwise be in a form acceptable to the Board), <p>(Non-Compete Restricted Shares Parcel Terms).</p>
		<p>(*) The parties agree that for the purpose of determining whether a Shareholder or Controller (whichever is a Radiologist) has been continuously employed by a Group Member for more than 7 years, the Radiologist's employment with and/or ownership of the radiology practice which traded as "Western District Radiology" will be included in the calculation.</p>
4.	Transfer from Neale Anthony Walters	<p>Neale Anthony Walters may within 72 hours of the day of issue transfer all of his Restricted Shares to Eldridge Pines Pty Ltd ACN 057 902 262 att "N A Walters Family Trust".</p>



Schedule 3

Exceptions from Dealing restrictions

During the Escrow Period, a Shareholder or Controller may, with the prior written consent of the Board, on the occurrence of the conditions set out in set out in column 2 (*Conditions*) in relation to an Event set out in column 1 (*Event*), Deal in its Restricted Shares and Controller Interests on the terms set out in column 3 (*Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions*).

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
Death / permanent incapacity	<p>A Shareholder or its Controller (whichever is a Radiologist):</p> <ul style="list-style-type: none">• dies; or• is injured, suffers from a medical condition or other impairment such that the he or she cannot perform his or her duties in accordance with his or her employment agreement with a Group Company for a continuous period of 2 years.	100% of Restricted Shares and Controller Interests may be Dealt with.
Age based exceptions for Radiologists who are close to 60 years of age	<p>A Shareholder or its Controller (whichever is a Radiologist) is prior to the FY17 Short Term Release Date, 60 years of age or older. It is agreed that this exception applies as of right and that the prior written consent of the Board is not required in respect of the Dealing.</p>	Except for the Non-Compete Restricted Share Parcel that is subject to the Non-Compete Restricted Shares Parcel Terms, 100% of Restricted Shares and Controller Interests may be Dealt with as if they were Short Term Release Shares in accordance with item 1 of Schedule 2.
Involuntary leaver	<p>A Shareholder or its Controller (whichever is a Radiologist) ceases to be engaged by a Group Company at the election of the Company other than due to a breach by the Radiologist of their employment agreement with a Group Company.</p>	100% of Restricted Shares and Controller Interests may be Dealt with.



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
Voluntary leaver – relocation	<p>A Shareholder or Controller (whichever is a Radiologist) has satisfied the Board that he or she:</p> <ul style="list-style-type: none">• has relocated on a permanent basis to a location that is outside the Radiologist Restricted Area; and• used his or her best endeavours to transition his or her Diagnostic Imaging Services business to another Radiologist.	<p>33⅓% of Restricted Shares and Controller Interests may be Dealt with on each of the three anniversaries subject to the satisfaction of the conditions relating to this event.</p>
Voluntary leaver – career change	<p>A Shareholder or Controller (whichever is a Radiologist) has satisfied the Board that he or she:</p> <ul style="list-style-type: none">• has permanently retired from the Radiologist Industry; and• used his or her best endeavours to transition his or her Diagnostic Imaging Services business to another Radiologist.	<p>33⅓% of Restricted Shares and Controller Interests may be Dealt with on each of the three anniversaries subject to the satisfaction of the conditions relating to this event.</p>
Retirement transition	<p>A Shareholder or its Controller (whichever is a Radiologist):</p> <ul style="list-style-type: none">• is 55 years of age or older;• transitions to part-time employee status and is engaged by a Group Company to work at least 60% of their previous full-time workload (in hours); and• has been continuously employed by a Group Company for more than 7 years.	<ul style="list-style-type: none">• 20% of each of the Short Term Release Shares, Medium Term Release Shares, Long Term Release Shares and associated Controller Interests may be Dealt with.• The remaining 80% of each of the Short Term Release Shares, Medium Term Release Shares, Long Term Release Shares and associated Controller Interests must be Dealt with in accordance with Schedule 2.
Bad leaver	<p>A Shareholder or Controller (whichever is a Radiologist) ceases to be employed by a Group Company in circumstances other than those permitted in this deed or their employment agreement with a Group</p>	<ul style="list-style-type: none">• 100% of each of the Medium Term Restriction Shares and Long Term Restriction Shares and associated



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
	Company.	<p>Controller Interests may be Dealt with on the date that is 3 years after the cessation of employment.</p> <ul style="list-style-type: none">• Despite the foregoing, if required by the Board, the Shareholder and Controller acknowledge that it must sell up to the number of Restricted Shares equal to the Non-Compete Restricted Shares Parcel as a condition to the Dealing being permitted and the proceeds of the sale are to be used by the Company to compensate it for any costs, expenses and losses resulting directly from the Shareholder's or Controller's cessation of employment.
Board discretion	Upon written application by a Shareholder or Controller (whichever is a Radiologist) to the Board, the Board may, at its absolute discretion, vary the terms on which Restricted Shares and Controller Interests may be Dealt with. However, the Board may not vary the terms on which Restricted Shares and Controller Interests may be Dealt with in a manner that would be less favourable to the Shareholder or its Controller than the terms of this deed.	As determined by the Board.



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Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ▶ _____	sign here ▶ _____
Company Secretary/Director	Director
print name _____	print name _____

Shareholder

Signed sealed and delivered by
**John Matthew Rogan and Anne
Margaret Rogan** as trustees for
The J.M. Rogan Family Trust

sign here ▶ _____
Trustee
print name <u>JOHN MATTHEW ROGAN</u>

Trustee
print name <u>ANNE ROGAN</u>

in the presence of

sign here ▶ _____
Witness
print name <u>JAY KNIGHT</u>

Witness
print name <u>NEUSSA SIMMS</u>



HERBERT
SMITH
FREEHILLS

Signing page

Shareholder

Signed sealed and delivered by
Sixtieth Esrog Pty Ltd as trustee for
**The Houghton Capital
Discretionary Trust**
by

sign here ► [Signature]
Company Secretary/Director

sign here ► [Signature]
Director

print name NICHOLAS BRUCE HOUGHTON

print name PATRICIA ANN HOUGHTON

Shareholder

Signed sealed and delivered by
Prentes Pty Ltd as trustee for **The
Nagorcka Family Trust**
by

sign here ► _____
Company Secretary/Director

sign here ► _____
Director

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Neale Anthony Walters

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Eldridge Pines Pty Ltd as trustee
for **N A Walters Family Trust**
by

sign here ► _____
Company Secretary/Director

sign here ► _____
Director

print name _____

print name _____



HERBERT
SMITH
FREEHILLS

Signing page

Shareholder

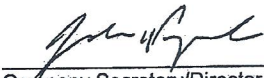
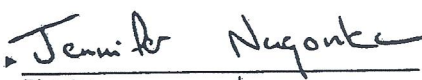
Signed sealed and delivered by
Sixtieth Esrog Pty Ltd as trustee for
**The Houghton Capital
Discretionary Trust**
by

sign here ► _____ sign here ► _____
Company Secretary/Director Director

print name _____ print name _____

Shareholder

Signed sealed and delivered by
Prentes Pty Ltd as trustee for **The
Nagorcka Family Trust**
by

sign here ►  sign here ► 
Company Secretary/Director Director

print name John Nagorcka print name Jennifer Nagorcka

Shareholder

Signed sealed and delivered by
Neale Anthony Walters

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Shareholder

Signed sealed and delivered by
Eldridge Pines Pty Ltd as trustee
for **N A Walters Family Trust**
by

sign here ► _____ sign here ► _____
Company Secretary/Director Director

print name _____ print name _____



HERBERT
SMITH
FREEHILLS

Signing page

Shareholder

Signed sealed and delivered by
Sixtieth Esrog Pty Ltd as trustee for
**The Houghton Capital
Discretionary Trust**
by

sign here ► _____ sign here ► _____
Company Secretary/Director Director
print name _____ print name _____

Shareholder

Signed sealed and delivered by
Prentes Pty Ltd as trustee for **The
Nagorcka Family Trust**
by

sign here ► _____ sign here ► _____
Company Secretary/Director Director
print name _____ print name _____

Shareholder

Signed sealed and delivered by
Neale Anthony Walters

in the presence of

sign here ► N.A. Walters sign here ► Rosemary Jane Walters
print name NEALE WALTERS print name ROSEMARY JANE WALTERS
Witness

Shareholder

Signed sealed and delivered by
Eldridge Pines Pty Ltd as trustee
for **N A Walters Family Trust**
by

sign here ► N.A. Walters sign here ► Rosemary Jane Walters
Company Secretary/Director Director
print name NEALE WALTERS print name ROSEMARY JANE WALTERS



HERBERT
SMITH
FREEHILLS

Signing page

Controller

Signed sealed and delivered by
John Matthew Rogan

in the presence of

sign here ▶

sign here ▶

Witness

print name

John ROGAN

print name

Joy KNIGHT

Controller

Signed sealed and delivered by
Nicholas Bruce Houghton

in the presence of

sign here ▶

sign here ▶

Witness

print name

NICHOLAS BRUCE HOUGHTON

print name

Joy KNIGHT

Controller

Signed sealed and delivered by
John Phillip Nagorcka

in the presence of

sign here ▶

sign here ▶

Witness

print name

print name

Controller

Signed sealed and delivered by
Neale Anthony Walters

in the presence of

sign here ▶

sign here ▶

Witness

print name

print name



HERBERT
SMITH
FREEHILLS

Signing page

Controller

Signed sealed and delivered by
John Matthew Rogan

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Controller

Signed sealed and delivered by
Nicholas Bruce Houghton

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Controller

Signed sealed and delivered by
John Phillip Nagorcka

in the presence of

sign here ► *John Phillip Nagorcka* sign here ► *Jennifer Nagorcka*
Witness

print name _____ print name _____

Controller

Signed sealed and delivered by
Neale Anthony Walters

in the presence of

sign here ► *Neale Walters* sign here ► *Rosemary Jane Walters*
Witness

print name NEALE WALTERS print name ROSEMARY JANE WALTERS

Deed poll

Date ► 2 February 2018

This deed poll is made by

Company

Integral Diagnostics Limited

ABN 55 130 832 816 of Level 8, 14 Blackwood Street, North
Melbourne, Victoria 3051

in favour of

Restricted Shareholders Each Shareholder of the Company who is a party to the Restriction Deeds with the Company including the Restriction Deeds dated 1 October 2015 and 30 June 2016 (each a **Restriction Deed**) and who, as at the date of this deed poll, holds any Restricted Shares as defined in the Restriction Deed (**Restricted Shares**)

Recitals

- 1 This deed poll is made by the Company in favour of each Restricted Shareholder.
 - 2 The Restricted Shareholders hold Restricted Shares subject to the terms and conditions of the Restriction Deed.
 - 3 Capitol Health Limited (**CAJ**) announced an intention to make a takeover bid for the Company on 29 November 2017 (**Takeover Bid**) and is expect to make offers shortly pursuant to the Takeover Bid to the Company's shareholders.
 - 4 The board of the Company has resolved to exercise its discretion under Schedule 3 of the Restriction Deed to release the Restricted Shareholders from the restrictions under the Restriction Deed in the event that the Takeover Bid becomes free of any conditions and holders of at least half of the shares in the Company that are not subject to the Restriction Deed have accepted the Takeover Bid.
-

This deed poll witnesses that:

1 Release of Restriction Shares

- (a) If the conditions to the Takeover Bid are satisfied or waived and holders of at least half of the shares in the Company that are not subject to the Restriction Deed have accepted the Takeover Bid, then effective on and from such time, each Restricted Shareholder:
 - (1) is released from the restrictions under the Restriction Deed that are applicable to the Restricted Shareholder's Restricted Shares; and
 - (2) may deal with their Restricted Shares free from any restrictions that apply under the Restriction Deed.
- (b) This deed poll does not limit the circumstances in which Restricted Shares can be dealt with in accordance with the terms of the Restriction Deed.
- (c) The Company will treat any dealing in Restricted Shares by a Restricted Shareholder as an application by the Restricted Shareholder to the Board to remove the restrictions applicable to those Restricted Shares, for the purpose of the exercise of the discretion of the Company's board under Schedule 3 of the Restriction Deed (with such exercise of discretion being reflected in this deed poll).

2 Reliance and nature of deed poll

The Company acknowledges and agrees that this deed poll is irrevocable and may be relied on by each Restricted Shareholder.

3 General

- (a) This deed poll is governed by the laws of Victoria, Australia.
- (b) Clauses 1.2 and 1.3 of the Restriction Deed apply to this deed poll as if set out in full in this deed poll, with appropriate modification.

Signing page

Executed as a deed poll

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ► 
Company Secretary/Director

print name Kathryn Davies

sign here ► 
Director

print name Ian Kabiri