

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Integral Diagnostics Limited

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

2/7/2018

The previous notice was given to the company on

19/06/2018

The previous notice was dated

19/06/2018

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	34,244,508	23.61%	42,598,733	27.41%

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	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
2 July 2018	Integral Diagnostics Limited	Restriction on disposal of shares under voluntary escrow arrangements disclosed to ASX on 2 July 2018 (refer Appendix 3B – Issue of Shares) for the acquisitions of Specialist Radiology Group, Trinity MRI, Cavendish Radiology and Geelong Medical Imaging (and as set out in the NZ1 Restriction Deed, NZ Boyer Restriction Deed, NZ Gee Restriction Deed and GMI Restriction Deed attached as Annexures B, C, D and E respectively), giving Integral Diagnostics a relevant interest in its own shares under section 608(1)(c) of the Corporations Act. Integral Diagnostics 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 Diagnostics Limited and the registered holders of the securities as set out in the NZ1 Restriction Deed, NZ Boyer Restriction Deed, NZ Gee Restriction Deed and GMI Restriction Deed attached as Annexures B, C, D and E respectively.	8,354,225	8,354,225

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 Diagnostics Limited	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 Diagnostics Limited's replacement Prospectus dated 9 October 2015, the announcement to ASX on 1 July 2016 and the announcement to ASX on 2 July 2018 (and as set out in the IPO Restriction Deed, WDR Restriction Deed, NZ1 Restriction Deed, NZ Boyer Restriction Deed, NZ Gee Restriction Deed and GMI 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.	42,598,733	42,598,733

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	4 / 07 / 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 4/7/2018

Kathryn Davies
Company Secretary

Registered Holder	Ordinary Shares
A G TAYLOR (MEDICAL) PTY LTD ATF TAYLOR FAMILY A/C	325,960
ADSUE INVESTMENTS PTY LTD ATF ADSUE INVESTMENT A/C	521,536
AQUASUM PTY LTD ATF AQUASUM A/C	625,224
ASHLEY RODDAM WALTON & LOUISE WALTON ATF WALTON FAMILY A/C	111,720
BRETT SOUNNESS PTY LTD ATF SOUNNESS FAMILY A/C	224,464
BRUCE VALINTINE JACK & MELISA JANE JACK ATF BRUCE JACK FAMILY A/C	521,536
CREGGAN INVESTMENTS PTY LTD ATF CRANFIELD FAMILY A/C	385,222
FIRMYALL PTY LTD ATF HOWITT NO 4 A/C	822,410
GEORGE IOANNOU MEDICAL PTY LTD ATF IOANNOU FAMILY A/C	521,536
GERARD BENSOUSSAN ATF BENSOUSSAN INVESTMENT A/C	308,176
JOHAN FREDERIK WEILBACH ATF WEILBACH FAMILY A/C	654,880
LETHEAN HOLDINGS PTY LTD ATF HOWITT NO 8 A/C	1,754,472
MEAKIN PROFESSIONAL INVESTMENTS PTY LTD ATF HOWITT NO 6 A/C	1,754,472
MITTAL HOLDINGS PTY LTD ATF HOWITT NO 12 A/C	1,864,120
MS JULIE ELIZABETH BROADFOOT & MR COLIN GERARD BENNETT ATF BENNETT AND BROADFOOT A/C	260,768
NEW IMAGING PTY LTD ATF NEW IMAGING A/C	2,330,150
NW3 PTY LTD ATF HOWITT NO 7 A/C	1,754,472
PHILIPPA SHINE ATF SHINE SHARE A/C	616,352
REGATTA INVESTMENTS PTY LTD ATF REGATTA INVESTMENT A/C	521,536
ROBERT MASON HOLDINGS PTY LTD ATF MASON RADIOLOGY A/C	616,360
ROBERTS & HALL HOLDINGS PTY LTD ATF ROBERTS & HALL FAMILY A/C	616,360
SRL INVEST PTY LTD ATF KDF SUPER FUND A/C	455,656
TANG MEDICAL PTY LTD ATF TANG FAMILY A/C	630,472
VISIONARY IMAGING PTY LTD ATF LU FAMILY PROSPERITY A/C	1,540,896
WATTS INVESTMENT HOLDINGS PTY LTD ATF WATTS FAMILY A/C	521,536
WILLOWBAY RISE PTY LTD ATF HOWITT NO 5 A/C	1,754,472
WYNDHAM SALTER PTY LTD ATF HOWITT NO 10 A/C	1,754,472
CLIGHT PTY LTD ATF LIGHTFOOT FAMILY A/C	1,553,440
G J HUGHES PTY LTD ATF G J HUGHES FAMILY A/C	2,193,090
JASMAT PTY LTD ATF BREMNER FAMILY A/C	2,193,090
JOHN LIVINGSTON PTY LTD ATF LIVINGSTON FAMILY A/C	2,330,160
MUZRAY PTY LTD ATF 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	149,562
ELDRIDGE PINES PTY LTD ATF N A WALTERS FAMILY ACCOUNT	149,562
JOHN MATTHEW ROGAN & ANNE MARGARET ROGAN ATF THE JM ROGAN FAMILY TRUST	149,562
PRENTES PTY LTD ATF THE NAGORCKA FAMILY TRUST	149,562
GEELONG MEDICAL IMAGING PTY LTD	376,682
PETER J ANSLEY & ST LEGER M REEVES & STEPHEN EICHSTEADT & THOMAS Q ST LEGER REEVES ATF MAGNOLIA A/C	3,710,685
BECA TRUSTEE SERVICES LTD ATF ABIKHAIR A/C	80,602
LUCINDA KATHLEEN BOYER	125,042
BREW NEURORADIOLOGY TRUSTEE LTD ATF BREW FAMILY A/C	277,641
JAMES CALDWELL	218,898
ANDREW WYN CLARKE & PAUL JOHN MCCORMICK ATF WYN FAMILY A/C	495,026
CORBEC LTD	80,602
RICHARD ROBIN GEE	40,000
JOHN KER AYTON HOPE	192,114
GARETH CAMPBELL HUGHES	89,530
MAURICE WILLIAM MORIARTY	632,804
REEF POINT LIMITED ATF REEF POINT A/C	277,641
RICHARD CLIFFORD SUDELL	191,621
SIMON GERARD VODANOVICH	147,656
ADAM NOEL WORTHINGTON & F H TRUSTEE PTY LTD & HELEN LOUISE MARY WORTHINGTON ATF BIRDINGTON A/C	247,514
ALPENGLOW AUSTRALIA PTY LTD	1,170,167
	42,598,733



HERBERT
SMITH
FREEHILLS

*This is Annexure B of 29 pages referred to in Form
604 Notice of Change of Interests of Substantial Holder.*

*Daniel 4/7/18
Kathryn Davies
Company Secretary*

Deed

Execution version

Restriction deed

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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Restriction deed

Date ▶ 2 July 2018

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 (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 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 this deed.
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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.
Completion Date	the date the Transaction is completed.
Controller Interest	in respect of the 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 (Cth)</i> .
Dealing	in respect of any Restricted Share or Controller Interest, means to directly or indirectly: <ol style="list-style-type: none">1 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;2 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;

Term	Meaning
	<p>3 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;</p> <p>4 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</p> <p>5 agree to do any of these things.</p> <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date the Restricted Shares are issued to the Shareholder under a Sale Agreement, until the earlier of (i) the date that is 5 years after the Completion Date and (ii) the date that this deed is validly terminated in accordance with its terms.
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.
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.



Term	Meaning
Related Company	has the meaning given to that term in section 2(3) of the New Zealand Companies Act 1993 (read as if the expression "company" in that section included any body corporate wherever incorporated or established);
Related Party	<p>means in relation to a particular person, any of the following persons:</p> <ol style="list-style-type: none">1 a Related Company of that person;2 any person which controls that first person, is controlled by that first person, or is controlled by the same person which controls that first person; and3 where the first person is an individual:<ol style="list-style-type: none">(i) the spouse of that first person or any person with whom that first person is living in a relationship in the nature of marriage;(ii) any parent, child or grandchild of that first person;(iii) any trust established exclusively or principally for the benefit of that first person and/or for the benefit of one or more of the persons specified in paragraphs 3(i) or (ii) of this definition; or(iv) a company in which all of the shares are held by or on behalf of that first person and/or by or on behalf of any of the persons specified in paragraphs 3(i), (ii) or (iii) of this definition.
Related Shareholder	in relation to a Controller, each Shareholder against whose name the Controller is listed in Schedule 1.
Restriction Deed	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
Restricted Shares	<ol style="list-style-type: none">1 in relation to a Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1 for the relevant period; and2 any securities in the Company attaching to or arising out of those Shares.
Sale Agreement	each of the following:

Term	Meaning
	<ol style="list-style-type: none"> 1 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Cavendish Radiology Limited; 2 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Trinity MRI Limited; and 3 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Specialist Radiology and MRI Limited.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none"> 1 reserved in or over an interest in any securities including, but not limited to, any retention of title; 2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and 3 any 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.
Trading Day	a 'trading day' as defined in the Listing Rules.
Transaction	the sale of all of the issued share capital in Specialist Radiology and MRI Limited, Cavendish Radiology Limited and Trinity MRI Limited in accordance with the Sale Agreements.

1.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) 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, the Shareholder or Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (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 warrants and represents in favour of the Company that the following is true and correct as at the date of this deed and at all times until the 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 the 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 the 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 the Shareholder other than the Controller;
- (h) the Shareholder holds the Restricted Shares and the Controller holds the Controller Interests;
- (i) as at settlement of the Transaction, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has an interest;
- (k) if the 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 the 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 acknowledges 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 Termination

- (a) This deed shall automatically terminate and be of no further effect upon the occurrence of either of the following events:
 - (1) the Shares ceased to be quoted on ASX or an application is made or resolution passed to delist the Company from ASX; or
 - (2) more than 50% of the voting rights attaching to the Shares are owned or controlled by a person(s) pursuant to a takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares or as part of a scheme of arrangement under Part 5.1 of the Corporations Act.
- (b) If this deed terminates in accordance with clause 5(a), this deed has no further effect and all parties are released from their obligations to further perform the deed. The termination of this deed will not affect a right or claim which arises before termination.

6 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 agree 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.

7 Notices

- (a) A notice or other communication to a party under this deed (**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 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 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: Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 Email: kadishi@integraldiagnostics.com.au and daviesk@integraldiagnostics.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



Method of giving Notice	When Notice is regarded as given and received
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 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.

8 General

8.1 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.

8.2 Amendment

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

8.3 Counterparts

This deed may be executed in any number of counterparts.

8.4 Further assurances

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

8.5 Time of Essence

Time is of the essence in this deed.



Schedule 1

Shareholders, Controllers and Restricted Shares

Shareholder	Controller (‘N/A’ if none)	Restricted Shares in the period from the Completion Date until (but excluding) the date falling three years after the Completion Date	Restriction Shares in the period from the date falling three years after the Completion Date until (but excluding) the date falling four years after the Completion Date	Restriction Shares in the period from the date falling four years after the Completion Date until (but excluding) the date falling five years after the Completion Date
Peter John Ansley, St Leger Manning Reeves, Stephen David Eichsteadt and Thomas Quentin St Leger Reeves as trustees of the Magnolia Trust	Thomas Quentin St Leger Reeves	3,710,685	2,473,790	1,236,895
Alpenglow Australia Pty Limited	Alan McCarthy	1,170,167	780,111	390,056
Andrew Wyn Clarke and Paul John McCormick, as trustees for Wyn Family Trust	Andrew Wyn Clarke	495,026	330,017	165,009



Adam Noel Worthington, F H Trustee Company Limited and Helen Louise Mary Worthington as trustees for Birdington Trust	Adam Noel Worthington	247,514	165,009	82,505
Maurice William Moriarty	N/A	632,804	421,869	210,935
Reef Point Limited as trustee of Reef Point Trust	Ben McGuinness	277,641	185,094	92,547
Brew Neuroradiology Trustee Limited as trustee for the Brew Family Trust	Stefan Brew	277,641	185,094	92,547
James Caldwell	N/A	218,898	145,932	72,966
John Ker Ayton Hope	N/A	192,114	128,076	64,038
Richard Sudell	N/A	191,621	127,747	63,874
Simon Vodanovich	N/A	147,656	98,437	49,219
Gareth Campbell Hughes	N/A	89,530	59,687	29,843
Beca Trustee Services Limited	N/A	80,602	53,735	26,867
Corbec Limited	N/A	80,602	53,735	26,867



Schedule 2

Exceptions from Dealing restrictions

During the Escrow Period, the Shareholder or Controller may, with the prior written consent of the Board, on the occurrence of any condition set out in column 2 (*Conditions*) in relation to the corresponding 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*) and Schedule 1 will cease to apply.

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
Death / permanent incapacity	<p>If applicable, the Shareholder or its Controller:</p> <ol style="list-style-type: none">1 dies; or2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years.	100% of Restricted Shares and Controller Interests may be Dealt with.
Board discretion	Upon written application by the Shareholder 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.
Granting Security Interests	Any Shareholder or Controller may grant a Security Interest in its Restricted Shares in favour of any bona fide lender to that Shareholder or Controller if the lender enters into a deed with the Company (which the Company must promptly execute) in	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
	relation to the relevant Restricted Shares on the same terms as set out in this deed, to take effect from the enforcement of the Security Interest, for the remainder of the Escrow Period.	
Change in trustee	Where the Shareholder or Controller is a trustee of a trust, the Shareholder or Controller may transfer its Restricted Shares to any new or replacement trustee of that trust provided that the new or replacement trustee first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.	100% of Restricted Shares and Controller Interests may be Dealt with.
Transfers to Related Parties	Any Shareholder or Controller may transfer all or any of its Restricted Shares to a Related Party of that Shareholder or Controller provided that the Related Party first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.	100% of Restricted Shares and Controller Interests may be Dealt with.



HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ► *Daniel*
Company Secretary/Director

sign here ► *Ian Kadish*
Director

print name Kathryn Davies

print name Ian Kadish

Shareholder

Signed sealed and delivered by
Peter John Ansley as a trustee
of the Magnolia Trust

In the presence of

sign here ► _____

sign here ► _____
Witness

print name Peter John Ansley

print name _____

Shareholder

Signed sealed and delivered by
St Leger Manning Reeves as a
trustee of the Magnolia Trust

In the presence of

sign here ► _____

sign here ► _____
Witness

print name St Leger Manning Reeves

print name _____



HERBERT
SMITH
FREEHILLS

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
**Peter John Ansley as a trustee
of the Magnolia Trust**

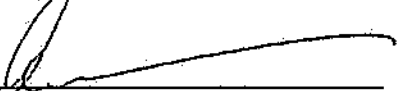
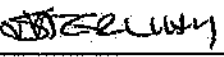
in the presence of

sign here ►  sign here ► 
Witness
print name Peter John Ansley print name **Samantha Lee HERLIHY**
Personal Assistant
RMY LEGAL
New Plymouth

Shareholder

Signed sealed and delivered by
**St Leger Manning Reeves as a
trustee of the Magnolia Trust**

in the presence of

sign here ►  sign here ► 
Witness
print name St Leger Manning Reeves print name **Samantha Lee HERLIHY**
Personal Assistant
RMY LEGAL
New Plymouth



HERBERT
SMITH
FREEHILLS

Schedule 2 20T Signing page

Shareholder

Signed sealed and delivered by
**Stephen David Elchsteadt as a
trustee of the Magnolia Trust**

sign here ▶

print name Stephen David Elchsteadt

In the presence of

sign here ▶

Witness

print name

ROSEMARY MCNEAVE KLUITZ

Shareholder

Signed sealed and delivered by
**Thomas Quentin St Leger
Reeves as a trustee of the
Magnolia Trust**

sign here ▶

print name Thomas Quentin St Leger Reeves

In the presence of

sign here ▶

Witness

print name

Linda Stevenson

Controller

Signed sealed and delivered by
**Thomas Quentin St Leger
Reeves**

sign here ▶

print name Thomas Quentin St Leger Reeves

In the presence of

sign here ▶

Witness

print name

LUCINDA BOYER

Shareholder

Signed sealed and delivered by
Alpenglow Australia Pty Limited
by

sign here ▶

Company Secretary/Director

print name

sign here ▶

Director

print name



HERBERT
SMITH
FREEHILLS

Shareholder

Signed sealed and delivered by
**Stephen David Eichsteadt as a
trustee of the Magnolia Trust**

in the presence of

sign here ► _____ sign here ► _____
Witness
print name Stephen David Eichsteadt print name _____

Shareholder

Signed sealed and delivered by
**Thomas Quentin St Leger
Reeves as a trustee of the
Magnolia Trust**

in the presence of

sign here ► _____ sign here ► _____
Witness
print name Thomas Quentin St Leger Reeves print name _____

Controller

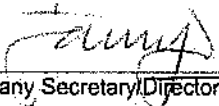
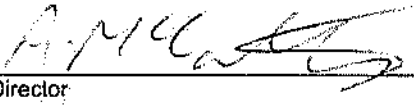
Signed sealed and delivered by
**Thomas Quentin St Leger
Reeves**

in the presence of

sign here ► _____ sign here ► _____
Witness
print name Thomas Quentin St Leger Reeves print name _____

Shareholder

Signed sealed and delivered by
Alpenglow Australia Pty Limited
by

sign here ►  sign here ► 
Company Secretary/Director Director
print name JASON YEO print name ALAN MCCARTHY



Controller

Signed sealed and delivered by
Alan McCarthy

in the presence of

sign here ► *Alan McCarthy*

sign here ► *[Signature]*
Witness

print name Alan McCarthy

print name *Nynne Pedersen*

Shareholder

Signed sealed and delivered by
**Andrew Wyn Clarke as a trustee
for Wyn Family Trust**

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Andrew Wyn Clarke

print name _____

Shareholder

Signed sealed and delivered by
**Paul John McCormick as a
trustee for Wyn Family Trust**

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Paul John McCormick

print name _____

Controller

Signed sealed and delivered by
Andrew Wyn Clarke

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Andrew Wyn Clarke

print name _____



DEPARTMENT
OF FINANCE
BRITISH COLUMBIA

8-10800-2-0001 (01/01/2010)

Controller

Signed sealed and delivered by
Alan McCarthy

in the presence of

Witness

Witness

Witness

Witness
Alan McCarthy

Witness

Shareholder

Signed sealed and delivered by
Andrew Wyn Clarke as a trustee
for Wyn Family Trust

in the presence of

Witness

Witness

Witness

Witness

Witness
Andrew Wyn Clarke

Witness

Witness
EMMA CHARLOTTE TIETJENS
Witness

Shareholder

Signed sealed and delivered by
Paul John McCormick as a
trustee for Wyn Family Trust

in the presence of

Witness

Witness

Witness

Witness

Witness
Paul John McCormick

Witness

Witness
EMMA CHARLOTTE TIETJENS
Witness

Controller

Signed sealed and delivered by
Andrew Wyn Clarke

in the presence of

Witness

Witness

Witness

Witness

Witness
Andrew Wyn Clarke

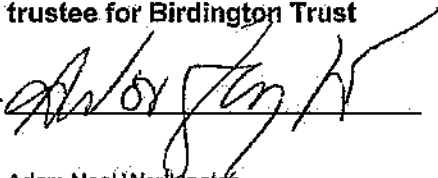
Witness

Witness
EMMA CHARLOTTE TIETJENS




Shareholder

Signed sealed and delivered by
**Adam Noel Worthington as a
trustee for Birdington Trust**

sign here ▶ 

print name Adam Noel Worthington

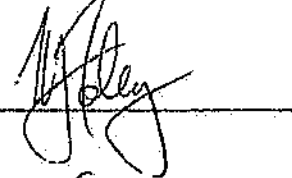
in the presence of

sign here ▶ 
Witness

print name Simon John Oldbury Jones
Lawyer & Notary Public
Auckland, New Zealand

Shareholder

Signed sealed and delivered by
**F H Trustee Company Limited
as a trustee for Birdington Trust**
by

sign here ▶ 
Director

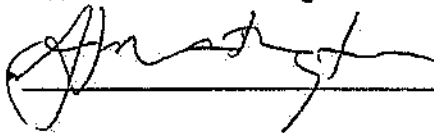
print name MICHAEL FOLEY

sign here ▶ 
Director

print name SIMON JONES

Shareholder

Signed sealed and delivered by
**Helen Louise Mary Worthington
as a trustee for Birdington Trust**

sign here ▶ 

print name Helen Louise Mary Worthington

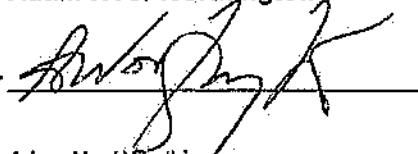
in the presence of

sign here ▶ 
Witness

print name Simon John Oldbury Jones
Lawyer & Notary Public
Auckland, New Zealand


Controller

Signed sealed and delivered by
Adam Noel Worthington

sign here ▶ 

print name Adam Noel Worthington

in the presence of

sign here ▶ 
Witness

print name Simon John Oldbury Jones
Lawyer & Notary Public
Auckland, New Zealand



Shareholder

Signed sealed and delivered by
Maurice William Moriarty

in the presence of

sign here ► 

sign here ► 

Witness

print name Maurice William Moriarty

print name MARY PETERS

Shareholder

Signed sealed and delivered by
**Reef Point Limited as trustee of
Reef Point Trust**
by

in the presence of

sign here ► 
Director

sign here ► 
Witness

print name Ben McGuinness
Controller

print name Maxwell Smith

Signed sealed and delivered by
Ben McGuinness

in the presence of

sign here ► 

sign here ► 
Witness


print name Ben McGuinness

print name Maxwell Smith

Shareholder

Signed sealed and delivered by
**Brew Neuroradiology Trustee
Limited as trustee for the Brew
Family Trust**
by

sign here ► 
Company Secretary/Director

sign here ► 
Director

print name Jane Brew

print name STEFAN BREW



Controller

Signed sealed and delivered by
Stefan Brew

in the presence of

sign here ► 

sign here ► 
Witness

print name Stefan Brew

print name Maxwell Smith

Shareholder

Signed sealed and delivered by
James Caldwell

in the presence of

sign here ► 

sign here ► 
Witness

print name James Caldwell

print name Maxwell Smith

Shareholder

Signed sealed and delivered by
John Ker Ayton Hope

in the presence of

sign here ► 

sign here ► 
Witness

print name John Ker Ayton Hope

print name Maxwell Smith

Shareholder

Signed sealed and delivered by
Richard Sudell

in the presence of

sign here ► 

sign here ► 
Witness

print name Richard Sudell

print name Elizabeth M. McAtamney

Client Centre Manager
329 Durham Street North
Christchurch



HERBERT
SMITH
FREEHILLS

Signing page

Shareholder

Signed sealed and delivered by
Simon Vodanovich

in the presence of

sign here ► _____ sign here ► _____
Witness

print name Simon Vodanovich print name _____

Shareholder

Signed sealed and delivered by
Gareth Campbell Hughes

in the presence of

sign here ► _____ sign here ► _____
Witness

print name Gareth Campbell Hughes print name **Maxwell Hugh Smith**

**Solicitor
Auckland**

Shareholder

Signed sealed and delivered by
Beca Trustee Services Limited
by

in the presence of

sign here ► _____ sign here ► _____
Director Witness

print name **Richard James Beca** print name _____

**Tanya Johnson
Legal Executive
Beca & Co
Auckland**

Shareholder

Signed sealed and delivered by
Corbec Limited
by

sign here ► _____ sign here ► _____
Director Director

print name _____ print name _____



HERBERT
SMITH
FREEHILLS

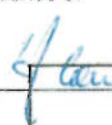

Signing page

Shareholder

Signed sealed and delivered by
Simon Vodanovich

in the presence of

sign here ► 
print name Simon Vodanovich

sign here ► 
Witness 
Andrew Comer
Solicitor
Auckland
New Zealand

Shareholder

Signed sealed and delivered by
Gareth Campbell Hughes

in the presence of

sign here ► _____
print name Gareth Campbell Hughes

sign here ► _____
Witness _____
print name _____

Shareholder

Signed sealed and delivered by
Beca Trustee Services Limited
by

in the presence of

sign here ► _____
Director
print name _____

sign here ► _____
Witness
print name _____

Shareholder

Signed sealed and delivered by
Corbec Limited
by

sign here ► _____
Director
print name _____

sign here ► _____
Director
print name _____



HERBERT
SMITH
FREEHILLS

Signing page

Shareholder

Signed sealed and delivered by
Simon Vodanovich

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Simon Vodanovich

print name _____

Shareholder

Signed sealed and delivered by
Gareth Campbell Hughes

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Gareth Campbell Hughes

print name _____

Shareholder

Signed sealed and delivered by
Beca Trustee Services Limited
by

in the presence of

sign here ► _____

sign here ► _____
Witness

Director
print name Richard James Beca

Tanya Johnson
Legal Executive
Beca & Co
Auckland
print name _____

Shareholder

Signed sealed and delivered by
Corbec Limited
by

sign here ► _____

sign here ► _____
Director

Director
print name John Beca

print name Catherine M. Cornish



HERBERT
SMITH
FREEHILLS

*This is Annexure C of 17 pages referred to in Form
604 Notice of Change of Interests of Substantial Holder.*

*Daniel 4/7/18
Kathryn Davies
Company Secretary*

Deed

Execution version

Restriction deed

Lucinda Kathleen Boyer

Integral Diagnostics Limited

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Restriction deed

Date ► 12 June 2018

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 (Company)
---------	--

Shareholder	Lucinda Kathleen Boyer of 4 Canterbury Place, Parnell, Auckland, New Zealand (Shareholder)
-------------	--

Recitals	<ol style="list-style-type: none">1 In connection with the Transaction, the Shareholder agrees to not Deal in the Restricted Shares during the Escrow Period on the terms of this deed.2 The Shareholder will be released from restrictions on Dealing in the Restricted Shares as set out in this deed.
----------	---

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.
Completion Date	the date the Transaction is completed.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ol style="list-style-type: none"> 1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share; 2 create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share; 3 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; 4 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 any legal, beneficial or economic interest in



Term	Meaning
	that Restricted Share; or 5 agree to do any of these things. Deal and Dealt each have a corresponding meaning.
Diagnostic Imaging Services	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)).
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date the Restricted Shares are issued to the Shareholder under the Subscription Agreement, until the earlier of (i) the date that is 5 years after the Completion Date and (ii) the date that this deed is validly terminated in accordance with its terms.
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.
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.



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.
Related Company	has the meaning given to that term in section 2(3) of the New Zealand Companies Act 1993 (read as if the expression "company" in that section included any body corporate wherever incorporated or established);
Related Party	<p>means in relation to a particular person, any of the following persons:</p> <ol style="list-style-type: none">1 a Related Company of that person;2 any person which controls that first person, is controlled by that first person, or is controlled by the same person which controls that first person; and3 where the first person is an individual:<ol style="list-style-type: none">(i) the spouse of that first person or any person with whom that first person is living in a relationship in the nature of marriage;(ii) any parent, child or grandchild of that first person;(iii) any trust established exclusively or principally for the benefit of that first person and/or for the benefit of one or more of the persons specified in paragraphs 3(i) or (ii) of this definition; or(iv) a company in which all of the shares are held by or on behalf of that first person and/or by or on behalf of any of the persons specified in paragraphs 3(i), (ii) or (iii) of this definition.
Restriction Deed	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
Restricted Shares	<ol style="list-style-type: none">1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to the Shareholder in Schedule 1 for the relevant period; and2 any securities in the Company attaching to or arising out of



Term	Meaning
	those Shares.
Sale Agreement	each of the following: <ol style="list-style-type: none">1 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Cavendish Radiology Limited;2 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Trinity MRI Limited; and3 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Specialist Radiology and MRI Limited.
Security Interest	an interest or power: <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any 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.
Subscription Agreement	the agreement between the Shareholder and the Company dated on or about the date of this deed pursuant to which the Shareholder is issued fully paid ordinary shares in the Company.
Share	an ordinary fully paid share in the Company.
Trading Day	a 'trading day' as defined in the Listing Rules.
Transaction	the sale of all of the issued share capital in Specialist Radiology and MRI Limited, Cavendish Radiology Limited and Trinity MRI Limited in accordance with the Sale Agreements.

1.2 Interpretation

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

- (a) the singular includes the plural and vice versa;



- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) 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, the Shareholder must not Deal in the Restricted Shares during the Escrow Period.

2.2 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, the Shareholder may Deal in Restricted Shares in accordance with the terms set out in Schedule 2 (Exceptions from Dealing Restrictions).

3.2 General exceptions

- (a) During the Escrow Period, the Shareholder may Deal in any of the Restricted Shares 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 the 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 the Shareholder becomes aware:

- (a) that a Dealing in any Restricted Shares 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 during the Escrow Period,

that is not in accordance with the terms of this deed, she 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, the Shareholder warrants and represents in favour of the Company that the following is true and correct as at the date of this deed and at all times until the expiry of the Escrow Period (except as expressly provided for below):

- (a) she has full power and authority, without the consent of any other person, to enter into and perform her obligations under this deed;
- (b) she 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 the Shareholder of this deed does not and will not violate, breach or result in a contravention of:
 - (1) any applicable law, regulation or authorisation; or
 - (2) any agreement, undertaking, Security Interest or document which is binding on the Shareholder;
- (e) prior to the beginning of the Escrow Period, she has not done, or omitted to do, any act which would result in her 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 Restricted Shares of the Shareholder;
- (h) the Shareholder holds the Restricted Shares; and
- (i) as at settlement of the Transaction, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company.

4.2 Acknowledgment

The Shareholder acknowledges 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 Termination

- (a) This deed shall automatically terminate and be of no further effect upon the occurrence of either of the following events:
- (1) the Shares ceased to be quoted on ASX or an application is made or resolution passed to delist the Company from ASX; or
 - (2) more than 50% of the voting rights attaching to the Shares are owned or controlled by a person(s) pursuant to a takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares or as part of a scheme of arrangement under Part 5.1 of the Corporations Act.
- (b) If this deed terminates in accordance with clause 5(a), this deed has no further effect and all parties are released from their obligations to further perform the deed. The termination of this deed will not affect a right or claim which arises before termination.

6 Consequences of breaching this deed

- (a) If the Shareholder breaches this deed, 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 Shareholder's Restricted Shares.
- (b) If the Shareholder breaches this deed, the Shareholder acknowledges and agrees 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 and the Shareholder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholders obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.

7 Notices

- (a) A notice or other communication to a party under this deed (**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
Shareholder	The name, address and email address (if any) specified for the Shareholder in the Company's register of members from time to time.



Party	Notice details
Company	<p>Attention: Chief Executive Officer and Company Secretary</p> <p>Address: Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p>Email: kadishi@integraldiagnostics.com.au and daviesk@integraldiagnostics.com.au</p>
(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 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.

8 General

8.1 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.



8.2 Amendment

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

8.3 Counterparts

This deed may be executed in any number of counterparts.

8.4 Further assurances

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

8.5 Time of Essence

Time is of the essence in this deed.

Schedule 1

Shareholders and Restricted Shares

Shareholder	Restricted Shares in the period from the Completion Date until (but excluding) the date falling three years after the Completion Date	Restriction Shares in the period from the date falling three years after the Completion Date until (but excluding) the date falling four years after the Completion Date	Restriction Shares in the period from the date falling four years after the Completion Date until (but excluding) the date falling five years after the Completion Date
Lucinda Kathleen Boyer	125,042	83,361	41,681

Schedule 2

Exceptions from Dealing restrictions

During the Escrow Period, the Shareholder may, with the prior written consent of the Board, on the occurrence of any condition set out in column 2 (*Conditions*) in relation to the corresponding Event set out in column 1 (*Event*), Deal in the Restricted Shares on the terms set out in column 3 (*Restricted Shares that may be Dealt with on occurrence of the Conditions*) and Schedule 1 will cease to apply.

1. Event	2. Conditions	3. Restricted Shares that may be Dealt with on occurrence of the Conditions
Death / permanent incapacity	<p>The Shareholder:</p> <ol style="list-style-type: none"> 1 dies; or 2 is injured, suffers from a medical condition or other impairment such that she cannot perform her duties in accordance with her employment agreement with a Group Company for a continuous period of 2 years. 	100% of Restricted Shares may be Dealt with.
Board discretion	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, vary the terms on which Restricted Shares may be Dealt with. However, the Board may not vary the terms on which Restricted Shares may be Dealt with in a manner that would be less favourable to the Shareholder than the terms of this deed.	As determined by the Board.
Granting Security Interests	The Shareholder may grant a Security Interest in the Restricted Shares in favour of any bona fide lender to that Shareholder if the lender enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed, to take effect from the enforcement of the Security Interest, for the remainder of the Escrow Period.	100% of Restricted Shares may be Dealt with.



1. Event	2. Conditions	3. Restricted Shares that may be Dealt with on occurrence of the Conditions
Transfers to Related Parties	The Shareholder may transfer all or any of the Restricted Shares to a Related Party of that Shareholder provided that the Related Party first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.	100% of Restricted Shares may be Dealt with.



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ▶

Daniel

Company Secretary/Director

sign here ▶

[Signature]

Director

print name

Kathryn Davies

print name

Jan Kadik

Shareholder

Signed sealed and delivered by
Lucinda Kathleen Boyer

in the presence of

sign here ▶

Lucinda K. Boyer

sign here ▶

[Signature]

Witness

print name

LUCINDA BOYER

print name

Dynne Pedersen



HERBERT
SMITH
FREEHILLS

*This is Annexure D of 18 pages referred to in Form
604 Notice of Change of Interests of Substantial Holder
Daniel 4/7/18
Kathryn Davies
Company Secretary*

Deed

Execution version

Restriction deed

Richard Robin Gee

Integral Diagnostics Limited

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Restriction deed

Date ► 29 June 2018

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 (Company)
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Shareholder	Richard Robin Gee of 40 Atarangi Road, Greenlane, Auckland, New Zealand (Shareholder)
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Recitals	<ol style="list-style-type: none">1 In connection with the Transaction, the Shareholder agrees to not Deal in the Restricted Shares during the Escrow Period on the terms of this deed.2 The Shareholder will be released from restrictions on Dealing in the Restricted Shares as set out in this deed.
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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.
Completion Date	the date the Transaction is completed.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ol style="list-style-type: none">1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;2 create, or agree or offer to create, any Security Interest in that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;3 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;4 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 any legal, beneficial or economic interest in



Term	Meaning
	that Restricted Share; or 5 agree to do any of these things. Deal and Dealt each have a corresponding meaning.
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date the Restricted Shares are issued to the Shareholder under the Subscription Agreement, until the earlier of (i) the date that is 5 years after the Completion Date and (ii) the date that this deed is validly terminated in accordance with its terms.
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.
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.
Related Company	has the meaning given to that term in section 2(3) of the New Zealand Companies Act 1993 (read as if the expression "company" in that section included any body corporate wherever incorporated or established);

Term	Meaning
Related Party	<p>means in relation to a particular person, any of the following persons:</p> <ol style="list-style-type: none"> 1 a Related Company of that person; 2 any person which controls that first person, is controlled by that first person, or is controlled by the same person which controls that first person; and 3 where the first person is an individual: <ol style="list-style-type: none"> (i) the spouse of that first person or any person with whom that first person is living in a relationship in the nature of marriage; (ii) any parent, child or grandchild of that first person; (iii) any trust established exclusively or principally for the benefit of that first person and/or for the benefit of one or more of the persons specified in paragraphs 3(i) or (ii) of this definition; or (iv) a company in which all of the shares are held by or on behalf of that first person and/or by or on behalf of any of the persons specified in paragraphs 3(i), (ii) or (iii) of this definition.
Restriction Deed	<p>a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.</p>
Restricted Shares	<ol style="list-style-type: none"> 1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to the Shareholder in Schedule 1 for the relevant period; and 2 any securities in the Company attaching to or arising out of those Shares.
Sale Agreement	<p>each of the following:</p> <ol style="list-style-type: none"> 1 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Cavendish Radiology Limited; 2 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Trinity MRI Limited; and 3 the sale and purchase agreement entered into by the Company in relation to the sale and purchase of the shares in Specialist Radiology and MRI Limited.

Term	Meaning
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none"> 1 reserved in or over an interest in any securities including, but not limited to, any retention of title; 2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and 3 any 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.
Subscription Agreement	the agreement between the Shareholder and the Company dated on or about the date of this deed pursuant to which the Shareholder is issued fully paid ordinary shares in the Company.
Share	an ordinary fully paid share in the Company.
Trading Day	a 'trading day' as defined in the Listing Rules.
Transaction	the sale of all of the issued share capital in Specialist Radiology and MRI Limited, Cavendish Radiology Limited and Trinity MRI Limited in accordance with the Sale Agreements.

1.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) 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, the Shareholder must not Deal in the Restricted Shares during the Escrow Period.

2.2 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, the Shareholder may Deal in Restricted Shares in accordance with the terms set out in Schedule 2 (Exceptions from Dealing Restrictions).

3.2 General exceptions

- (a) During the Escrow Period, the Shareholder may Deal in any of the Restricted Shares 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 the 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 the Shareholder becomes aware:

- (a) that a Dealing in any Restricted Shares 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 during the Escrow Period,

that is not in accordance with the terms of this deed, he 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, the Shareholder warrants and represents in favour of the Company that the following is true and correct as at the date of this deed and at all times until the expiry of the Escrow Period (except as expressly provided for below):

- (a) he has full power and authority, without the consent of any other person, to enter into and perform his obligations under this deed;
- (b) he 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 the Shareholder of this deed does not and will not violate, breach or result in a contravention of:
 - (1) any applicable law, regulation or authorisation; or
 - (2) any agreement, undertaking, Security Interest or document which is binding on the Shareholder;
- (e) prior to the beginning of the Escrow Period, he has not done, or omitted to do, any act which would result in him 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 Restricted Shares of the Shareholder;
- (h) the Shareholder holds the Restricted Shares; and
- (i) as at settlement of the Transaction, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company.

4.2 Acknowledgment

The Shareholder acknowledges 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 Termination

- (a) This deed shall automatically terminate and be of no further effect upon the occurrence of either of the following events:



- (1) the Shares ceased to be quoted on ASX or an application is made or resolution passed to delist the Company from ASX; or
 - (2) more than 50% of the voting rights attaching to the Shares are owned or controlled by a person(s) pursuant to a takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares or as part of a scheme of arrangement under Part 5.1 of the Corporations Act.
- (b) If this deed terminates in accordance with clause 5(a), this deed has no further effect and all parties are released from their obligations to further perform the deed. The termination of this deed will not affect a right or claim which arises before termination.

6 Consequences of breaching this deed

- (a) If the Shareholder breaches this deed, 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 Shareholder's Restricted Shares.
- (b) If the Shareholder breaches this deed, the Shareholder acknowledges and agrees 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 and the Shareholder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholders obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.

7 Forfeiture of Restricted Shares

- (a) If the Shareholder ceases to be employed by or otherwise engaged (directly or indirectly) to provide services to any Group Company on any date before 2 July 2023 for any reason, other than where the Shareholder has died or is injured or suffers from a medical condition or other impairment such that he cannot perform his duties in accordance with his employment or contractor agreement with a Group Company for a continuous period of 2 years, the Shareholder's Restricted Shares as at the date of cessation will be forfeited as follows:
 - (1) 100% forfeited if he ceases to be engaged before 2 July 2019;
 - (2) 80% forfeited if he ceases to be engaged between 3 July 2019 and 2 July 2020;
 - (3) 60% forfeited if he ceases to be engaged between 3 July 2020 and 2 July 2021;
 - (4) 40% forfeited if he ceases to be engaged between 3 July 2021 and 2 July 2022, and



- (5) 20% forfeited if he ceases to be engaged between 3 July 2022 and 2 July 2023.
- (b) Where Restricted Shares are forfeited in accordance with clause 7(a), the Shareholder is deemed to have agreed to dispose of his legal and beneficial interest in such Restricted Shares for \$1.00 in aggregate and the Restricted Shares will be transferred into the name of the Company's nominee who will then hold full legal and beneficial title to those Restricted Shares.
- (c) The Shareholder irrevocably appoints each company secretary of the Company (or any other officer of the Company authorised by the Board for this purpose) as his attorney to do anything necessary to effect a forfeiture of Restricted Shares in accordance with this clause 7.

8 Notices

- (a) A notice or other communication to a party under this deed (**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
Shareholder	The name, address and email address (if any) specified for the Shareholder in the Company's register of members from time to time.
Company	Attention: Chief Executive Officer and Company Secretary Address: Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 Email: kadishi@integraldiagnostics.com.au and daviesk@integraldiagnostics.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



Method of giving Notice	When Notice is regarded as given and received
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.

9 General

9.1 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.

9.2 Amendment

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

9.3 Counterparts

This deed may be executed in any number of counterparts.

9.4 Further assurances

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

9.5 Time of Essence

Time is of the essence in this deed.



Schedule 1

Shareholders and Restricted Shares

Shareholder	Restricted Shares in the period from the Completion Date until (but excluding) the date falling three years after the Completion Date	Restriction Shares in the period from the date falling three years after the Completion Date until (but excluding) the date falling four years after the Completion Date	Restriction Shares in the period from the date falling four years after the Completion Date until (but excluding) the date falling five years after the Completion Date
Richard Robin Gee	40,000	26,667	13,333



Schedule 2

Exceptions from Dealing restrictions

During the Escrow Period, the Shareholder may, with the prior written consent of the Board, on the occurrence of any condition set out in column 2 (*Conditions*) in relation to the corresponding Event set out in column 1 (*Event*), Deal in the Restricted Shares on the terms set out in column 3 (*Restricted Shares that may be Dealt with on occurrence of the Conditions*) and Schedule 1 will cease to apply.

1. Event	2. Conditions	3. Restricted Shares that may be Dealt with on occurrence of the Conditions
Death / permanent incapacity	<p>The Shareholder:</p> <ol style="list-style-type: none">1 dies; or2 is injured, suffers from a medical condition or other impairment such that he cannot perform his duties in accordance with his employment or contractor agreement with a Group Company for a continuous period of 2 years.	100% of Restricted Shares may be Dealt with.
Board discretion	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, vary the terms on which Restricted Shares may be Dealt with. However, the Board may not vary the terms on which Restricted Shares may be Dealt with in a manner that would be less favourable to the Shareholder than the terms of this deed.	As determined by the Board.
Granting Security Interests	The Shareholder may grant a Security Interest in the Restricted Shares in favour of any bona fide lender to that Shareholder if the lender enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed, to take effect from the enforcement of the Security Interest, for the remainder of the Escrow Period.	100% of Restricted Shares may be Dealt with.



1. Event	2. Conditions	3. Restricted Shares that may be Dealt with on occurrence of the Conditions
Transfers to Related Parties	The Shareholder may transfer all or any of the Restricted Shares to a Related Party of that Shareholder provided that the Related Party first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.	100% of Restricted Shares may be Dealt with.



HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ►

Daniel

Company Secretary/Director

sign here ►

Ian Kadish
Director

print name

Kathryn Davies

print name

Ian Kadish

Shareholder

Signed sealed and delivered by
Richard Robin Gee

in the presence of

sign here ►

sign here ►

Witness

print name

print name



HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ►

Company Secretary/Director

sign here ►

Director

print name

print name

Shareholder

Signed sealed and delivered by
Richard Robin Gee

in the presence of

sign here ►

sign here ►

Witness

print name

RGee

print name

LYNDA GEE



HERBERT
SMITH
FREEHILLS

*This is Annexure E of 19 pages referred to in Form
604 Notice of Change of Interests of Substantial Holder.*

Daniel 4/7/18

Kathryn Davies

Company Secretary

Deed

Execution Version

Restriction deed (Radiologist)

Geelong Medical Imaging Pty Ltd

Goodear Music Pty Ltd as trustee for the Goodear
Trust

Maurice Charles Goodear

Integral Diagnostics Limited

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Restriction deed

Date ▶ 2 July 2018

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 (Company)
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Shareholders	<ul style="list-style-type: none">• Geelong Medical Imaging Pty Ltd ACN 109 167 446 of West Carr & Harvey, 79 Gheringhap Street, Geelong VIC 3220; and• if the Shares are transferred in accordance with item 1 of Schedule 1, Goodear Music Pty Ltd ACN 131 350 920 as trustee for the Goodear Trust of West Carr & Harvey, 79 Gheringhap Street, Geelong VIC 3220, (Shareholder)
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Controller	Maurice Charles Goodear of 7 Buckley Falls Road, Highton VIC 3216 (Controller)
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Recitals	<ol style="list-style-type: none">1 In connection with the Transaction, the Shareholder and Controller agree to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.2 The Shareholder and Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in Schedule 1.3 The Shareholder and Controller are subject to the exceptions to the restrictions on Dealing in their Restricted Shares and Controller Interests as set out in Schedule 2.
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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 on or around 16 May 2018 between Geelong Medical Imaging Pty Ltd (ACN 109 167 446), Lake Imaging Pty Ltd (ACN 098 499 293) and Maurice Charles Goodear.
Completion Date	the date the Transaction is completed.
Controller Interest	in respect of the 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).
Dealing	in respect of any Restricted Share or Controller Interest, means to directly or indirectly: <ol 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



Term	Meaning
	<p>Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</p> <p>2 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;</p> <p>3 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;</p> <p>4 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</p> <p>5 agree to do any of these things.</p> <p>Deal and Dealt each have a corresponding meaning.</p>
Diagnostic Imaging Services	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)).
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	in respect of a Restricted Share, the period commencing on the date the Restricted Share is issued to the Shareholder and Controller under the Business Sale Agreement, until the date on which the Restricted Share may be Dealt with in accordance with the terms set out in Schedule 1 and Schedule 2.
Fifth Anniversary Release Shares	43,946 Shares.
First Anniversary Release Shares	18,834 Shares.
Fourth Anniversary Release Shares	43,946 Shares.
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



Term	Meaning
	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.
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.
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.
Restriction Deed	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
Restricted Shares	<ol style="list-style-type: none">1 First Anniversary Release Shares;2 Second Anniversary Release Shares;3 Third Anniversary Release Shares;4 Fourth Anniversary Release Shares;5 Fifth Anniversary Release Shares;6 Sixth Anniversary Release Shares; and7 any securities in the Company attaching to or arising out of those Shares.



Term	Meaning
Second Anniversary Release Shares	18,834 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.
Sixth Anniversary Release Shares	43,946 Shares.
Third Anniversary Release Shares	207,176 Shares.
Trading Day	a 'trading day' as defined in the Listing Rules.
Transaction	the sale of the Geelong Medical Imaging 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, the Shareholder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Controller restrictions during Escrow Period

Subject to clause 3, the 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, the Shareholder or Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 1 (Release from Dealing Restrictions) and Schedule 2 (Exceptions from Dealing Restrictions).

3.2 General exceptions

- (a) During the Escrow Period, the 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 the 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 the 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, the Shareholder and Controller each warrant and represent in favour of the Company that the following is true and correct as at the date of this deed and at all times until the 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 the 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 the 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 the Shareholder other than the Controller;
- (h) the Shareholder holds the Restricted Shares and the Controller holds the Controller Interests;
- (i) as at settlement of the Transaction, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has an interest;
- (k) if the 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 the 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 resettlement the Trust.

4.2 Acknowledgment

The 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 the 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 the 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 the Shareholder and Controller agree 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 deed (**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
Shareholder	Attention: The Directors Address: West Carr & Harvey, 79 Gheringhap Street, Geelong VIC 3220 Email: Maurice@gmi.net.au
Controller	Attention: Maurice Goodear Address: West Carr & Harvey, 79 Gheringhap Street, Geelong VIC 3220 Email: Maurice@gmi.net.au
Company	Attention: Chief Executive Officer and Company Secretary Address: Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 Email: kadishi@integraldiagnosics.com.au and daviesk@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 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 in this deed.

Schedule 1

Release from Dealing restrictions

During the Escrow Period, the 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	Transfer following Completion	All (and not part) of the Restricted Shares may be transferred from Geelong Medical Imaging Pty Ltd to Goodear Music Pty Ltd as trustee for the Goodear Trust within 72 hours after the Completion Date.
2	First Anniversary Release Shares	The First Anniversary Release Shares may be Dealt with on the first anniversary of the Completion Date.
3	Second Anniversary Release Shares	The Second Anniversary Release Shares may be Dealt with on the second anniversary of the Completion Date.
4	Third Anniversary Release Shares	The Third Anniversary Release Shares may be Dealt with on the third anniversary of the Completion Date.
5	Fourth Anniversary Release Shares	The Fourth Anniversary Release Shares may be Dealt with on the fourth anniversary of the Completion Date.
6	Fifth Anniversary Release Shares	The Fifth Anniversary Release Shares may be Dealt with on the fifth anniversary of the Completion Date.
7	Sixth Anniversary Release Shares	The Sixth Anniversary Release Shares may be Dealt with on the sixth anniversary of the Completion Date.



Schedule 2

Exceptions from Dealing restrictions

During the Escrow Period, the Shareholder or Controller may, with the prior written consent of the Board, on the occurrence of any condition set out in column 2 (*Conditions*) in relation to the corresponding 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*) and Schedule 1 will cease to apply.

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
Involuntary leaver	If, prior to the third anniversary of the Completion Date, the 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.	33⅓% of Restricted Shares and Controller Interests may be Dealt with on each of the three anniversaries of the date on which the Radiologist ceased to be engaged by a Group Company, subject to the satisfaction of the conditions relating to this event.
Voluntary leaver – relocation	<p>If, prior to the third anniversary of the Completion Date, the Shareholder or Controller (whichever is a Radiologist) has satisfied the Board that he or she:</p> <ol style="list-style-type: none">1 has relocated on a permanent basis to a location that is outside the City of Greater Geelong; and2 used his or her best endeavours to transition his or her Diagnostic Imaging Services business to another Radiologist.	33⅓% of Restricted Shares and Controller Interests may be Dealt with on each of the three anniversaries of the date the Board determines the relocation took place, subject to the satisfaction of the conditions relating to this event.
Voluntary leaver – career change	<p>If, prior to the third anniversary of the Completion Date, the Shareholder or Controller (whichever is a Radiologist) has satisfied the Board that he or she:</p> <ol style="list-style-type: none">1 has permanently retired from the Radiologist Industry; and2 used his or her best endeavours	33⅓% of Restricted Shares and Controller Interests may be Dealt with on each of the three anniversaries of the date the Board determines the career change took place, subject to the satisfaction of the conditions relating to this



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
	to transition his or her Diagnostic Imaging Services business to another Radiologist.	event.
Bad leaver	The Shareholder or Controller (whichever is a Radiologist) ceases to be employed by a Group Company in circumstances other than those permitted in this deed.	<ol style="list-style-type: none">1 If the Condition in column 2 is satisfied prior to the third anniversary of the Completion Date, 100% of Restricted Shares and Controller Interests may be Dealt with on the date that is 3 years after the cessation of employment.2 If the Condition in column 2 is satisfied on or after the third anniversary of the Completion Date, 100% of Restricted Shares and Controller Interests may be Dealt with on the sixth anniversary of the Completion Date.3 Irrespective of the time at which the Condition in column 2 is satisfied and despite the foregoing, if (i) Dr Goodear breaches clause 17.1 of the Business Sale Agreement and (ii) required by the Board, the Shareholder and Controller acknowledge that it must sell any number of Restricted Shares determined by the Board 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.



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
Board discretion	Upon written application by the 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.



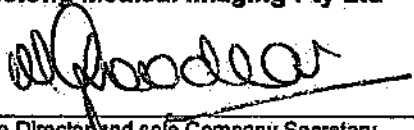
Signing page

Executed as a deed

Shareholder

Signed sealed and delivered by
Geelong Medical Imaging Pty Ltd
by

sign here ▶


Sole Director and sole Company Secretary

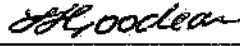
print name

MAURICE GOODEAR

Shareholder

Signed sealed and delivered by
Goodear Music Pty Ltd as trustee for the Goodear Trust
by

sign here ▶


Sole Director and sole Company Secretary

print name

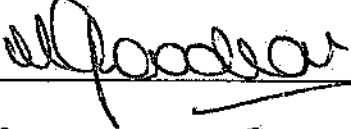
LINDA GOODEAR

Controller

Signed sealed and delivered by
Maurice Charles Goodear

in the presence of

sign here ▶



sign here ▶



Witness

print name

MAURICE GOODEAR

print name

Jan Simmons



HERBERT
SMITH
FREEHILLS

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ▶

Daniel

Company Secretary/Director

sign here ▶

Ian Kadish

Director

print name

Kathryn Davies

print name

Ian Kadish

