

**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

08/11/2019

The previous notice was given to the company on

04/09/2019

The previous notice was dated

04/09/2019

**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	Voting power (5)	Person's votes	Voting power (5)
Ordinary	27,866,958	16.08%	37,408,580	19.23%

**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
1 Nov 2019	Integral Diagnostics Limited	Release from voluntary escrow	Non-cash pursuant to the voluntary escrow arrangements between Integral Diagnostics Limited and the registered holders of the securities as set out in the various Restriction Deeds (Radiologist/Management) lodged with ASX. On 27 October 2015 (IPO Restriction Deed) and WDR Restriction Deed lodged with the ASX on 1 July 2016.	(124,272)	(124,272)
8 Nov 2019				(106,830)	(106,830)
2 Sept 2019		Restriction on disposal of shares under voluntary escrow arrangements disclosed to ASX on 8 November 2019 (refer Appendix 3B issue of shares) for the acquisition of Imaging Queensland (as set out in the various Restriction Deeds listed in Appendix B, collectively known as the IQ Restriction Deeds), 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 IQ Restriction Deeds (listed and attached in Appendix B).	9,772,724

#### 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 Appendix A.	The holders as set out in Appendix A.	<p>Restriction on disposal of shares under:</p> <ul style="list-style-type: none"> <li>a) voluntary escrow arrangements disclosed in Integral Diagnostics Limited's replacement Prospectus dated 9 October 2015, the announcements to ASX on 27 October 2015, 1 July 2016, 16 February 2018 and 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 GMI Restriction Deed and IQ Restriction Deeds);</li> <li>b) the Company's Regional Incentive Scheme and pursuant to an interest free, limited recourse loan as set out in section 3.3.1.4. of the IPO Prospectus dated 9 October 2015;</li> <li>c) the Company's Radiologist Loan Share Scheme which includes holding locks and forfeiture conditions on shares as set out above and detailed in the attached Radiologist Loan Scheme document,</li> </ul> <p>gives 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.</p>	37,408,580	37,408,580

**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	Kirsty Lally	capacity	Company Secretary
<b>sign here</b>	Kirsty Lally	date	14/11/2019

**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.

# GUIDE

**This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 604.**

## Signature

This form must be signed by either a director or a secretary of the substantial holder.

## Lodging period

Nil

## Lodging Fee

Nil

## Other forms to be completed

Nil

## Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
  - (i) within 2 business days after they become aware of the information; or
  - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
    - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
    - (B) the person becomes aware of the information during the bid period.

## Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and A.C.N or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words:  
*This is annexure (mark) of (number) pages referred to in form (form number and title)*
- 7 sign and date the annexure.

The annexure must be signed by the same person(s) who signed the form.

**Information in this guide is intended as a guide only. Please consult your accountant or solicitor for further advice.**

Appendix A

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

Kathryn Davies  
Company Secretary  
Date: 27 March 2019

Registered Holder	Ordinary Shares
A G TAYLOR (MEDICAL) PTY LTD ATF TAYLOR FAMILY A/C	213,911
ADSUE INVESTMENTS PTY LTD ATF ADSUE INVESTMENT A/C	236,321
AQUASUM PTY LTD ATF AQUASUM A/C	424,492
BRETT SOUNNESS PTY LTD ATF SOUNNESS FAMILY A/C	166,293
BRUCE VAULTINE JACK & MELISA JANE JACK ATF BRUCE JACK FAMILY A/C	236,321
CREGGAN INVESTMENTS PTY LTD ATF CRANFIELD FAMILY A/C	252,796
GEORGE IOANNOU MEDICAL PTY LTD ATF IOANNOU FAMILY A/C	360,593
GERARD BENSOUSSAN ATF BENSOUSSAN INVESTMENT A/C	213,072
JOHAN FREDERIK WEILBACH ATF WEILBACH FAMILY A/C	418,931
LETHEAN HOLDINGS PTY LTD ATF HOWITT NO 8 A/C	1,213,052
MEAKIN PROFESSIONAL INVESTMENTS PTY LTD ATF HOWITT NO 6 A/C	1,213,052
MITTAL HOLDINGS PTY LTD ATF HOWITT NO 12 A/C	1,192,492
MS JULIE ELIZABETH BROADFOOT & MR COLIN GERARD BENNETT ATF BENNETT AND BROADFOOT A/C	88,617
NEW IMAGING PTY LTD ATF NEW IMAGING A/C	1,370,680
NW3 PTY LTD ATF HOWITT NO 7 A/C	1,213,052
PHILIPPA SHINE ATF SHINE SHARE A/C	426,144
REGATTA INVESTMENTS PTY LTD ATF REGATTA INVESTMENT A/C	177,241
ROBERTS & HALL HOLDINGS PTY LTD ATF ROBERTS & HALL FAMILY A/C	426,154
SRL INVEST PTY LTD ATF KDF SUPER FUND A/C	315,042
TANG MEDICAL PTY LTD ATF TANG FAMILY A/C	423,508
VISIONARY IMAGING PTY LTD ATF LU FAMILY PROSPERITY A/C	794,524
WATTS INVESTMENT HOLDINGS PTY LTD ATF WATTS FAMILY A/C	360,593
WILLOWBAY RISE PTY LTD ATF HOWITT NO 5 A/C	1,213,052
WYNDHAM SALTER PTY LTD ATF HOWITT NO 10 A/C	323,995
CLIGHT PTY LTD ATF LIGHTFOOT FAMILY A/C	776,720
JASMAT PTY LTD ATF BREMNER FAMILY A/C	731,030
JOHN LIVINGSTON PTY LTD ATF LIVINGSTON FAMILY A/C	776,720
MUZRAY PTY LTD ATF MURRAY FAMILY A/C	776,720
ELDRIDGE PINES PTY LTD ATF N A WALTERS FAMILY ACCOUNT	106,830
PRENTES PTY LTD ATF THE NAGORCKA FAMILY TRUST	106,830
GOODEAR MUSIC PTY LTD ATF THE GOODEAR TRUST	357,848
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	337,127
JAMES CALDWELL	284,089
ANDREW WYN CLARKE & PAUL JOHN MCCORMICK ATF WYN FAMILY A/C	531,927
CORBEC LTD	80,602
RICHARD ROBIN GEE	51,071
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
ADELPHI7 PTY LTD	1,170,167
V MERCURI ATF MERCURI SUPER FUND	37,028
AZURERETREAT PTY LTD ATF BREADMORE SUPERANNUATION FUND	37,028
CIRROCUMULUS LENTICULARIS PTY LTD ATF THE CIRROCUMULUS LENTICULARIS SUPERANNUATION FUND	92,572
BRENDON RANDALL FRIESEN	55,449
HENG YEE WONG	22,217
NAZAR BOKANI	277,716
PE NOMINEES PTY LTD ATF THE ENGLISH SUPERANNUATION FUND	25,920
PRATHIBHA ELIZABETH ANN JOSE	62,948
RAJESH KHUJNERI	111,085
LAURA GROOMBRIDGE	36,997
BRUNIE DANGA-CHRISTIAN	73,994
YEOGIBEH INVESTMENTS PTY LTD	157,763
BEHDIN ABED	27,771
ANNABEL KUEK	27,771
VINCENZO MERCURI	74,057
ROSS BREADMORE	74,057
BRETT SOUNNESS	293,010
MICHAEL CHAN	44,434
PETER ROBERT ENGLISH	51,840
PATRICK JOSEPH EDWIN	125,897
CHEK POH BEH	315,526
BENJAMIN McGUINNESS	65,191
KJC CONSULTANT LTD	14,761
HANI TRASIL	73,801
THE THOMAS SF TC PTY LTD	74,975
IMOGEN OMEARA	27,678
KIAN SOON LIM	147,602
ROY THOMAS	149,950
DR JOHN EVANS	41,746
DR PRADEEP SONWALKER	47,710
DR AMIT SIDANA	22,424
DR MARK SINNAMON	47,710
HAR GAO HOLDING PTY LTD AS TRUSTEE FOR AFCHAN FAMILY TRUST	1,194,723
THOMAS RADIOLOGY PTY LTD AS TRUSTEE FOR THE THOMAS RADIOLOGY TRUST	1,194,723
DANSHABREN PTY LTD AS TRUSTEE FOR G.J. AND L.M. CLARK FAMILY TRUST	1,194,723
NESTHAVEN PTY LTD AS TRUSTEE FOR JCNB TRUST	1,194,723
MCSOMMERTOSH PTY LTD ATF THE DELICIA FAMILY TRUST	1,194,723
WAKEFIELD FAMILY HOLDINGS PTY LTD AS TRUSTEE FOR WAKEFIELD FAMILY TRUST	1,194,723
LARSEN FT HOLDINGS PTY LTD	1,194,723
ELLSIA PTY LTD AS TRUSTEE FOR ES'HAGHI FAMILY TRUST NO. 2	1,194,723
FLORIBUNDA IMAGING PTY LTD AS TRUSTEE FOR SLAVEN FAMILY TRUST	55,350
	37,408,580

## **Appendix B – Listing of Restriction Deeds - collectively IQ Restriction Deeds**

Dr Pradeep Sonwalker - Attachment 1

Dr John Evans - Attachment 2

Dr Amit Sidana- Attachment 3

Dr Mark Sinnamon - Attachment 4

Har Gao Holdings Pty Ltd - Attachment 5

Thomas Radiology Pty Ltd - Attachment 6

Danshabren Pty Ltd - Attachment 7

Nesthaven Pty Ltd - Attachment 8

McSommertosh Pty Ltd - Attachment 9

Wakefield Family Holdings Pty Ltd - Attachment 10

Larsen Ft Holdings Pty Ltd - Attachment 11

Ellsia Pty Ltd - Attachment 12

Floribunda Imaging Pty Ltd - Attachment 13

**Dr Pradeep Sonwalker - Attachment 1**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Dr Pradeep Sonwalker

Integral Diagnostics Limited



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## Restriction deed

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Date ► 8 November 2019

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Between the parties

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**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**                **Dr Pradeep Sonwalker of [insert address]**  
**(Shareholder)**

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**Recitals**                      1 The Shareholder agrees to not Deal in their Restricted Shares during the Escrow Period on the terms of this deed.  
2 The Shareholder will be released from restrictions on Dealing in their Restricted Shares as set out in this deed.

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This deed witnesses as follows:



## 1 Definitions and interpretation

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### 1.1 Definitions

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

<b>Term</b>	<b>Meaning</b>
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
<b>ASX Settlement</b>	ASX Settlement Pty Ltd (ABN 49 008 504 532).
<b>Board</b>	the board of directors of the Company.
<b>Business Day</b>	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.
<b>Issue Date</b>	8 November 2019
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dealing</b>	in respect of any Restricted Share, means to directly or indirectly: <ol style="list-style-type: none"><li>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;</li><li>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;</li><li>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;</li><li>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</li></ol>



Term	Meaning
	that Restricted Share; or 5 agree to do any of these things. <b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	1 the Shares identified as 'Restricted Shares' in relation to the Shareholder in Schedule 1; and 2 any securities in the Company attaching to or arising out of



Term	Meaning
	those Shares.
<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"><li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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
- 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;

- notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- 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

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### 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

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### 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 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder may Deal in any of its 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, 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

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### 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) 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 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 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 the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder;
- (h) the Shareholder holds the Restricted Shares;
- (i) as at the Issue Date, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) if the Shareholder 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
- (k) if the Shareholder is a Trustee:
  - (1) the Shareholder 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 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**

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 Consequences of breaching this deed

---

- (a) If the Shareholder 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 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 Shareholder's obligation under clause 2.1 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	the name, address and email address (if any) specified for the Shareholder in the Company's register of members from time to time.
Company	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.



<b>Method of giving Notice</b>	<b>When Notice is regarded as given and received</b>
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

### Shareholders and Restricted Shares

---

Shareholder	Restricted Shares
Dr Pradeep Sonwalker	47,710 ordinary shares

---



## Schedule 2

### Release from Dealing restrictions

---

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

Item	Restricted Shares	Release from Dealing restrictions
1	15,904 of the Restricted Shares	15,904 of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	15,903 of the Restricted Shares	15,903 of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	15,903 of the Restricted Shares	15,903 of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### 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 its 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	If applicable, the Shareholder: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's 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.

---



## Signing page

Executed as a deed

---

### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶

Kirsty Lally  
Company Secretary/Director

sign here ▶

[Signature]  
Director

print name

KIRSTY LALLY

print name

Jan Kodis



**Shareholder**

Signed sealed and delivered by  
**Dr Pradeep Sonwalker**

in the presence of

sign here ▶

sign here ▶

Witness

print name

Dr Pradeep Sonwalker

print name

Natalie Sullivan.

## **Dr John Evans - Attachment 2**





HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Dr John Evans

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

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Between the parties

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

---

Shareholder **Dr John Evans** of [insert address].  
(Shareholder)

---

Recitals

- 1 The Shareholder agrees to not Deal in their Restricted Shares during the Escrow Period on the terms of this deed.
- 2 The Shareholder will be released from restrictions on Dealing in their Restricted Shares as set out in this deed.

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This deed witnesses as follows:



## 1 Definitions and interpretation

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### 1.1 Definitions

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

Term	Meaning
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
<b>ASX Settlement</b>	ASX Settlement Pty Ltd (ABN 49 008 504 532).
<b>Board</b>	the board of directors of the Company.
<b>Business Day</b>	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.
<b>Issue Date</b>	8 November 2019
<b>Corporations Act</b>	<i>Corporations Act 2001 (Cth)</i> .
<b>Dealing</b>	<p>in respect of any Restricted Share, means to directly or indirectly:</p> <ol style="list-style-type: none"><li>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;</li><li>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;</li><li>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;</li><li>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</li></ol>



Term	Meaning
	<p>that Restricted Share; or</p> <p>5 agree to do any of these things.</p> <p><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 the Shares identified as 'Restricted Shares' in relation to the Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of</li></ol>



Term	Meaning
	those Shares.
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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
- 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:

- notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- 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

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### 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 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder may Deal in any of its 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, 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 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 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 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 the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder;
- (h) the Shareholder holds the Restricted Shares;
- (i) as at the Issue Date, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) if the Shareholder 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
- (k) if the Shareholder is a Trustee:
  - (1) the Shareholder 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 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

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 Consequences of breaching this deed

---

- (a) If the Shareholder 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 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 Shareholder's obligation under clause 2.1 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	the name, address and email address (if any) specified for the Shareholder in the Company's register of members from time to time.
Company	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnosics.com.au">kadishi@integraldiagnosics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.



<b>Method of giving Notice</b>	<b>When Notice is regarded as given and received</b>
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

### Shareholders and Restricted Shares

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**Shareholder**

**Restricted Shares**

---

Dr John Evans

41,746 ordinary shares

---



## Schedule 2

### Release from Dealing restrictions

---

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

Item	Restricted Shares	Release from Dealing restrictions
1	13,916 of the Restricted Shares	13,916 of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	13,915 of the Restricted Shares	13,915 of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	13,915 of the Restricted Shares	13,915 of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### 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 its 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's Restricted Shares may be Dealt with.
<b>Board discretion</b>	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.

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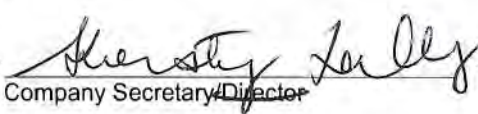

## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by


sign here ▶		sign here ▶	
	Company Secretary <del>Director</del>		Director
print name	<u>KIRSTY LALLY</u>	print name	<u>Ian Kedisic</u>

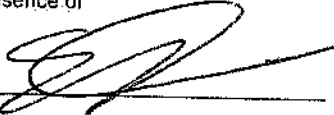


**Shareholder**

Signed sealed and delivered by  
**Dr. John Evans**

in the presence of

sign here ▶   
\_\_\_\_\_

sign here ▶   
\_\_\_\_\_

Witness

print name Dr John Evans

print name Emmanuel Rosanz



## **Dr Amit Sidana- Attachment 3**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Dr Amit Sidana

Integral Diagnostics Limited

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## Restriction deed

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Date ► 8 November 2019

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Between the parties

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

---

Shareholder **Dr Amit Sidana** of U3/45 Lamont Road, Wilston QLD 4051  
(Shareholder)

---

Recitals

- 1 The Shareholder agrees to not Deal in their Restricted Shares during the Escrow Period on the terms of this deed.
- 2 The Shareholder will be released from restrictions on Dealing in their 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.
Issue Date	8 November 2019
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	in respect of any Restricted Share, means to directly or indirectly: <ol style="list-style-type: none"><li>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;</li><li>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;</li><li>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;</li><li>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</li></ol>



Term	Meaning
	<p>Restricted Share or any legal, beneficial or economic interest in that Restricted Share; or</p> <p>5 agree to do any of these things.</p> <p><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	1 the Shares identified as 'Restricted Shares' in relation to the Shareholder in Schedule 1; and



Term	Meaning
	2 any securities in the Company attaching to or arising out of those Shares.
<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder may Deal in any of its 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, 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 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 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 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 the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder;
- (h) the Shareholder holds the Restricted Shares;
- (i) as at the Issue Date, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) if the Shareholder 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
- (k) if the Shareholder is a Trustee:
  - (1) the Shareholder 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 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

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 Consequences of breaching this deed

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- (a) If the Shareholder 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 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 Shareholder's obligation under clause 2.1 without proof of actual damage and without prejudice to any of its other rights or remedies.

## 6 Notices

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- (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	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnosics.com.au">kadishi@integraldiagnosics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.



<b>Method of giving Notice</b>	<b>When Notice is regarded as given and received</b>
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

### Shareholders and Restricted Shares

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Shareholder	Restricted Shares
Dr Amit Sidana	22,424 ordinary shares

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## Schedule 2

### Release from Dealing restrictions

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

Item	Restricted Shares	Release from Dealing restrictions
1	7,475 of the Restricted Shares	7,475 of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	7,475 of the Restricted Shares	7,475 of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	7,474 of the Restricted Shares	7,474 of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### 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 its 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	If applicable, the Shareholder: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's 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.



## Signing page

Executed as a deed

---

### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶	<u><i>Kirsty Lally</i></u>	sign here ▶	<u><i>Jan Kodde</i></u>
	Company Secretary/Director		Director
print name	<u>KIRSTY LALLY</u>	print name	<u>Jan Kodde</u>





**Shareholder**

Signed sealed and delivered by  
**Dr Amit Sidana**

in the presence of

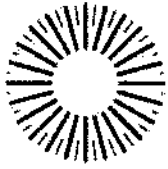
sign here ▶  \_\_\_\_\_

sign here ▶  \_\_\_\_\_  
Witness

print name Dr Amit Sidana

print name Linda Mills .

## **Dr Mark Sinnamon - Attachment 4**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Dr Mark Sinnamon

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

---

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**                **Dr Mark Sinnamon of [insert address]**  
**(Shareholder)**

---

**Recitals**                      1 The Shareholder agrees to not Deal in their Restricted Shares during the Escrow Period on the terms of this deed.  
2 The Shareholder will be released from restrictions on Dealing in their 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
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
<b>ASX Settlement</b>	ASX Settlement Pty Ltd (ABN 49 008 504 532).
<b>Board</b>	the board of directors of the Company.
<b>Business Day</b>	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.
<b>Issue Date</b>	8 November 2019
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dealing</b>	in respect of any Restricted Share, means to directly or indirectly: <ol style="list-style-type: none"><li>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;</li><li>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;</li><li>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;</li><li>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</li></ol>



Term	Meaning
	that Restricted Share; or 5 agree to do any of these things. <b>Deal and Dealt</b> each have a corresponding meaning.
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	1 the Shares identified as 'Restricted Shares' in relation to the Shareholder in Schedule 1; and 2 any securities in the Company attaching to or arising out of



Term	Meaning
	those Shares.
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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
- 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:

- notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- 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 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder may Deal in any of its 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, 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 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 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 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 the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder;
- (h) the Shareholder holds the Restricted Shares;
- (i) as at the Issue Date, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) if the Shareholder 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
- (k) if the Shareholder is a Trustee:
  - (1) the Shareholder 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 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**

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 Consequences of breaching this deed

---

- (a) If the Shareholder 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 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 Shareholder's obligation under clause 2.1 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	the name, address and email address (if any) specified for the Shareholder in the Company's register of members from time to time.
Company	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.

## 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

### Shareholders and Restricted Shares

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Shareholder	Restricted Shares
Dr Mark Sinnamon	47,710 ordinary shares

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## Schedule 2

### Release from Dealing restrictions

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

Item	Restricted Shares	Release from Dealing restrictions
1	15,904 of the Restricted Shares	15,904 of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	15,903 of the Restricted Shares	15,903 of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	15,903 of the Restricted Shares	15,903 of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### 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 its 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder: 1 dies; or 2 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 the Shareholder's Restricted Shares may be Dealt with.
<b>Board discretion</b>	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.





## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶

*Kirsty Lally*  
Company Secretary/Director

sign here ▶

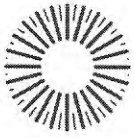
*Jan Kadish*  
Director

print name

Kirsty Lally

print name

Jan Kadish

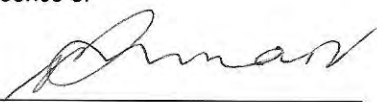


**Shareholder**

Signed sealed and delivered by  
**Dr Mark Sinnamon**

in the presence of

sign here ▶ 

sign here ▶ 

Witness

print name Dr Mark Sinnamon

print name PATRICIA SMART

## Har Gao Holdings Pty Ltd - Attachment 5



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Har Gao Holdings Pty Ltd (ACN 618 000 543) as  
trustee for AFCHAN Family Trust

Anthony Chan

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

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Between the parties

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**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**            **Har Gao Holdings Pty Ltd (ACN 618 000 543) as trustee for  
AFCHAN Family Trust**  
Level 1, 8 Innovation Parkway, Birtinya QLD 4575  
(Shareholder)

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**Controllers**              **Anthony Chan** of Unit 2105 1A Murgar Street, Maroochydore  
Queensland 4558.  
(each a **Controller**)

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**Recitals**                    1 The 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 Shareholder and Controller will be released from restrictions  
on Dealing in their Restricted Shares and Controller Interests as  
set out in this deed.

---

This deed witnesses as follows:



## 1 Definitions and interpretation

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### 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.
Issue Date	8 November 2019
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"><li>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;</li><li>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;</li></ol>

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><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Related Shareholder</b>	in relation to a Controller, the Shareholder against whose name the





<b>Term</b>	<b>Meaning</b>
	Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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

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### 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, 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 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, a Shareholder or Controller may Deal in any of their 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 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, 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 the Issue Date, 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 the Issue Date, 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

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

#### 4.3 Survival of representations and warranties

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

### 5 Consequences of breaching this deed

---

- (a) If a Shareholder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares.
- (b) If a Shareholder or Controller breaches this deed, the Shareholder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and 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

---



Party	Notice details
<b>Shareholders</b>	For the Shareholder, the name, address and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
<b>Controllers</b>	For the Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.

## 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

### Shareholders, Controllers and Restricted Shares

---

Shareholder	Controller ('N/A' if none)	Restricted Shares
Har Gao Holding Pty Ltd (ACN 618 000 543) as trustee for AFCHAN Family Trust	Anthony Chan	1,194,723 Shares

---





## Schedule 2

### Release from Dealing restrictions

---

During the Escrow Period, the Shareholder and its Controller may Deal in their 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

---

During the Escrow Period, a Shareholder or Controller may, with the prior written consent of the Board, on the occurrence of 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.



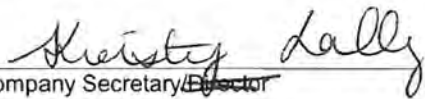

## Signing page

Executed as a deed

---

### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶		sign here ▶	
	Company Secretary/ <del>Director</del>		Director
print name	KIRSTY LALLY	print name	Ian Keelid



**Shareholder**

Signed sealed and delivered by  
**Har Gao Holdings Pty Ltd (ACN 618 000 543) as trustee for AFCHAN Family  
Trust**  
by

*sign here* ►   
Sole Director and sole Company Secretary

*print name* Anthony Chan




**Controller**

Signed sealed and delivered by  
**Anthony Chan**

in the presence of

sign here ▶ 

sign here ▶   
Witness

print name Anthony Chan

print name ISABEL VIDOT

## **Thomas Radiology Pty Ltd - Attachment 6**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

---

Thomas Radiology Pty Ltd (ACN 156 245 224) as  
trustee for The Thomas Radiology Trust

Angus Edward Thomas

Erin Elizabeth Thomas

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

---

Between the parties

---

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

---

**Shareholders**                **Thomas Radiology Pty Ltd (ACN 156 245 224) as trustee for The  
Thomas Radiology Trust**  
37 Lara Drive, Buderim, QLD 4556  
(Shareholder)

---

**Controllers**                 **Angus Edward Thomas and Erin Elizabeth Thomas** both of 37  
Lara Drive, Buderim Queensland 4556  
(each a Controller)

---

**Recitals**                      1 The Shareholder and each Controller agrees to not Deal in their  
Restricted Shares and Controller Interests during the Escrow  
Period on the terms of this deed.  
2 The Shareholder and each Controller will be released from  
restrictions on Dealing in their Restricted Shares and Controller  
Interests 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.
Issue Date	8 November 2019
Controller Interest	in respect of the Controllers, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controllers have 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"><li>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;</li><li>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;</li></ol>



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><b>Deal and Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Related Shareholder</b>	in relation to a Controller, the Shareholder against whose name the



<b>Term</b>	<b>Meaning</b>
	Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares (identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1); and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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 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 and each Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder and each Controller may Deal in any of their 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 a 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 each Controller 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 Controllers have 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 Controllers are 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 the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than the Controllers;
- (h) the Shareholder holds the Restricted Shares and the Controllers hold the Controller Interests;
- (i) as at the Issue Date, 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 Controllers have an interest;
- (k) if a Shareholder or a 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 a Controller is a Trustee:
  - (1) the Shareholder or Controllers have 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 Controllers 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

The Shareholder and each 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 a 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 Controllers 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 Controllers agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controllers' 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





Party	Notice details
<b>Shareholders</b>	For the Shareholder, the name, address and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
<b>Controllers</b>	For each Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.

## 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

### Shareholders, Controllers and Restricted Shares

---

Shareholder	Controllers ('N/A' if none)	Restricted Shares
Thomas Radiology Pty Ltd (ACN 156 245 224) as trustee for The Thomas Radiology Trust	Each of Angus Edward Thomas and Erin Elizabeth Thomas	1,194,723 Shares

---



## Schedule 2

### Release from Dealing restrictions

---

During the Escrow Period, the Shareholder and its Controllers may Deal in their 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

---

During the Escrow Period, a Shareholder or a 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li data-bbox="550 1041 678 1075">1 dies; or</li><li data-bbox="550 1086 957 1310">2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.



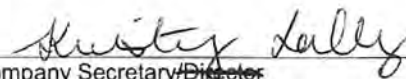

## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by


sign here ▶		sign here ▶	
	Company Secretary/Director		Director
print name	<u>Kirsty Lally</u>	print name	<u>Ian Kirk</u>



**Shareholder**

Signed sealed and delivered by  
**Thomas Radiology Pty Ltd (ACN 156 245 224) as trustee for The Thomas  
Radiology Trust**

by

*sign here* ▶   
\_\_\_\_\_  
Sole Director and sole Company Secretary

*print name* Angus Edward Thomas

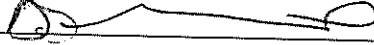


**Controller**

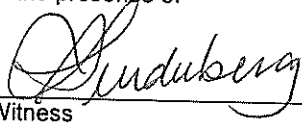
Signed sealed and delivered by  
**Angus Edward Thomas**

in the presence of

sign here ▶



sign here ▶

  
Witness

print name

Angus Edward Thomas

print name

SHEREE JAYNE LINDERBERG

**Controller**

Signed sealed and delivered by  
**Erin Elizabeth Thomas**

in the presence of

sign here ▶



sign here ▶

  
Witness

print name

Erin Elizabeth Thomas

print name

SHEREE JAYNE LINDERBERG



## **Danshabren Pty Ltd - Attachment 7**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

---

Danshabren Pty Ltd (ACN 133 220 729) as trustee  
for G.J. AND L.M. Clark Family Trust

Geoffrey John Clark

Leesa Maree Clark

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

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Between the parties

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Company	<b>Integral Diagnostics Limited</b> ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 (Company)
Shareholders	<b>Danshabren Pty Ltd (ACN 133 220 729) as trustee for G.J. AND L.M. Clark Family Trust</b> 20 Thomas Street, Emu Park, QLD 4710 (Shareholder)
Controllers	<b>Geoffrey John Clark and Leesa Maree Clark</b> both of 20 Thomas Street, Emu Park, Queensland 4710 (each a Controller)
Recitals	<ol style="list-style-type: none"><li>1 The Shareholder and each Controller agrees to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.</li><li>2 The Shareholder and each Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.</li></ol>

---

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.
Issue Date	8 November 2019
Controller Interest	in respect of the Controllers, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controllers have 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"><li>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;</li><li>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;</li></ol>



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><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Related Shareholder</b>	in relation to a Controller, the Shareholder against whose name the



<b>Term</b>	<b>Meaning</b>
	Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 In relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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

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### 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, 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

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### 3.1 Release from Dealing restrictions

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

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder or Controllers may Deal in any of their 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 Controllers become 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 Controllers 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 Controllers have 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 Controllers are 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 the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than the Controllers;
- (h) the Shareholder holds the Restricted Shares and the Controllers hold the Controller Interests;
- (i) as at the Issue Date, 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 Controllers have an interest;
- (k) if the Shareholder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of their knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if the Shareholder or a Controller is a Trustee:
  - (1) the Shareholder or Controllers have 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 Controllers have not released or disposed of their 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

The Shareholder and each 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 Controllers breach 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 Controllers breach this deed, the Shareholder and Controllers 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 Controllers agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controllers' 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

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- (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 the 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 in the Company's register of members from time to time.
Company	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.

## 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

### Shareholders, Controllers and Restricted Shares

---

Shareholder	Controllers ('N/A' if none)	Restricted Shares
Danshabren Pty Ltd (ACN 133 220 729) as trustee for G.J. AND L.M. Clark Family Trust	Each of Geoffrey John Clark and Leesa Maree Clark	1,194,723 Shares

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## Schedule 2

### Release from Dealing restrictions

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During the Escrow Period, the Shareholder and its Controllers 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

---

During the Escrow Period, the Shareholder or Controllers 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.

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## Signing page

Executed as a deed

---

### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶

Kirsty Lally  
Company Secretary

sign here ▶

[Signature]  
Director

print name

Kirsty Lally

print name

Ian Kodik



**Shareholder**

Signed sealed and delivered by  
**Danshabren Pty Ltd (ACN 133  
220 729) as trustee for G.J. and  
L.M. Clark family trust**  
by

sign here ►   
\_\_\_\_\_  
Company Secretary/Director

print name Leesa Maree Clark

sign here ►   
\_\_\_\_\_  
Director

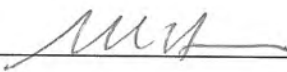
print name Geoffrey John Clark



**Controller**

Signed sealed and delivered by  
**Leesa Maree Clark**

in the presence of

sign here ▶ 

sign here ▶ 

Witness

print name Leesa Maree Clark

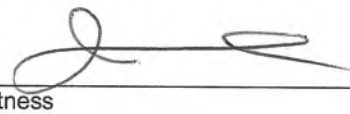
print name J. SALANITRI

**Controller**

Signed sealed and delivered by  
**Geoffrey John Clark**

in the presence of

sign here ▶ 

sign here ▶ 

Witness

print name Geoffrey John Clark

print name J. SALANITRI

## **Nesthaven Pty Ltd - Attachment 8**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Nesthaven Pty Ltd (ACN 167 341 184) as trustee for  
JCNB Trust

James Edward Challen

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

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Between the parties

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

---

**Shareholders**              **Nesthaven Pty Ltd (ACN 167 341 184) as trustee for JCNB Trust**  
Level 1, 8 Innovation Parkway, Birtinya QLD 4575  
(Shareholder)

---

**Controllers**                **James Edward Challen** of 15 seahorse Drive, Twin Waters,  
Queensland 4564  
(Controller)

---

**Recitals**

- 1 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 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.
Issue Date	8 November 2019
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"><li>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;</li><li>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;</li></ol>



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><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning</p>
Dispose	<p>has the meaning given to that term in the Listing Rules.</p>
Escrow Period	<p>the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.</p>
Governmental Agency	<p>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.</p>
Group	<p>the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.</p>
Holding Lock	<p>has the meaning in Section 2 of the Settlement Operating Rules.</p>
Issuer Sponsored Subregister	<p>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.</p>
Listing Rules	<p>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.</p>
Related Shareholder	<p>in relation to the Controller, the Shareholder against whose name</p>



<b>Term</b>	<b>Meaning</b>
	the Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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 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 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder or Controller may Deal in any of their 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 have 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 the Issue Date, 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 the Issue Date, 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 a Shareholder or Controller is a Trustee:
  - (1) the Shareholder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released



or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Shareholder or Controller has not released or disposed of its equitable lien over that Trust; and

- (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

## 4.2 Acknowledgment

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 breach 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 breach 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 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

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- (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



Party	Notice details
<b>Shareholders</b>	For the Shareholder, the name, address and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
<b>Controllers</b>	For the Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnosics.com.au">kadishi@integraldiagnosics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.

## 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

### Shareholders, Controllers and Restricted Shares

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Shareholder	Controller ('N/A' if none)	Restricted Shares
Nesthaven Pty Ltd (ACN 167 341 184) as trustee for JCNB Trust	James Edward Challen	1,194,723 Shares

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## Schedule 2

### Release from Dealing restrictions

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During the Escrow Period, the Shareholder and its respective 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

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During the Escrow Period, a 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.

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## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶ *Kirsty Lally*  
Company Secretary/Director

sign here ▶ *[Signature]*  
Director

print name Kirsty Lally

print name Jan Radcliff



HERBERT  
SMITH  
FREEHILLS

**Shareholder**

Signed sealed and delivered by  
**Nesthaven Pty Ltd (ACN 167 341  
184) as trustee for JCNB Trust**  
by

sign here

Sole Director and sole Company  
Secretary

print name

James Edward Challen



**Controller**

Signed sealed and delivered by  
**James Edward Challen**

in the presence of

sign here ▶

sign here ▶

Witness

print name James Edward Challen

print name JOHN E. HICKEY

## **McSommertosh Pty Ltd - Attachment 9**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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McSommertosh Pty Ltd (ACN 128 668 815) ATF  
The Delicia Family Trust

Rowena Fairlight McIntosh

Integral Diagnostics Limited



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## Restriction deed

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Date ► 8 November 2019

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Between the parties

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**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**                **McSommertosh Pty Ltd (ACN 128 668 815) ATF The Delicia  
Family Trust**  
17 McMullen Rd, Brookfield Qld 4069  
(Shareholder)

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**Controllers**                 **Rowena Fairlight McIntosh** of 17 McMullen Rd, Brookfield Qld 4069  
(Controller)

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**Recitals**

- 1 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 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.
Issue Date	8 November 2019
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"><li>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;</li><li>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;</li></ol>



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><b>Deal and Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Related Shareholder</b>	in relation to the Controller, the Shareholder against whose name



<b>Term</b>	<b>Meaning</b>
	the Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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 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 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder or Controller may Deal in any of their 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 have 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 the Issue Date, 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 the Issue Date, 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 a Shareholder or Controller is a Trustee:
  - (1) the Shareholder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released





or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Shareholder or Controller has not released or disposed of its equitable lien over that Trust; and

- (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

#### 4.2 Acknowledgment

The Shareholder and each 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 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 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 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



Party	Notice details
<b>Shareholders</b>	For the Shareholder, the name, address and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
<b>Controllers</b>	For the Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.

## 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

### Shareholders, Controllers and Restricted Shares

---

Shareholder	Controller ('N/A' if none)	Restricted Shares
McSommertosh Pty Ltd (ACN 128 668 815) ATF The Delicia Family Trust	Rowena Fairlight McIntosh	1,194,723 Shares

---



## Schedule 2

### Release from Dealing restrictions

---

During the Escrow Period, the Shareholder and its 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

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During the Escrow Period, a 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li data-bbox="550 1075 678 1108">1 dies; or</li><li data-bbox="550 1120 957 1332">2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.



## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶	<u><i>Kirsty Lally</i></u>	sign here ▶	<u><i>[Signature]</i></u>
	Company Secretary		Director
print name	<u>KIRSTY LALLY</u>	print name	<u>Jan Kodik</u>



HERBERT  
SMITH  
FREEHILLS

**Shareholder**

Signed sealed and delivered by  
**McSomertosh Pty Ltd (ACN  
128 668 815) ATF The Delicia  
Family Trust**

by

sign here ▶

Sole Director and sole Company  
Secretary

print name

Rowena Fairlight McIntosh





**Controller**

Signed sealed and delivered by  
**Rowena Fairlight McIntosh**

in the presence of

sign here ► 

sign here ►   
Witness

print name Rowena Fairlight McIntosh

print name Dean Hoey

## **Wakefield Family Holdings Pty Ltd - Attachment 10**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Wakefield Family Holdings Pty Ltd (ACN 133 098  
709) as trustee for Wakefield Family Trust

Peter Yoshio Wakefield

Renaë Adele Wakefield

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

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Between the parties

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Company	<b>Integral Diagnostics Limited</b> ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 (Company)
Shareholders	<b>Wakefield Family Holdings Pty Ltd (ACN 133 098 709) as trustee for Wakefield Family Trust</b> 13a Woodchester Close, Rosemount, QLD 4560 (each a Shareholder)
Controllers	<b>Peter Yoshio Wakefield and Renae Adele Wakefield</b> both of 13a Woodchester Close, Rosemount Queensland, 4560 (each a Controller)
Recitals	<ol style="list-style-type: none"><li>1 The Shareholder and each Controller agrees to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.</li><li>2 The Shareholder and each Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.</li></ol>

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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.
Issue Date	8 November 2019
Controller Interest	in respect of the Controllers, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controllers have 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"><li>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;</li><li>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;</li></ol>



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><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Related Shareholder</b>	in relation to a Controller, the Shareholder against whose name the



Term	Meaning
	Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1 and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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 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 and each Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder and each Controller may Deal in any of their 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 Controllers become 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

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### 4.1 Giving of warranties

Subject to clause 3, the Shareholder and Controllers 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 Controllers have 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 Controllers are 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 the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than the Controllers;
- (h) the Shareholder holds the Restricted Shares and the Controllers hold the Controller Interests;
- (i) as at the Issue Date, 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 Controllers have an interest;
- (k) if the Shareholder or a 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 a Controller is a Trustee:
  - (1) the Shareholder or Controllers have 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 Controllers have not released or disposed of their 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

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

## 4.3 Survival of representations and warranties

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

# 5 Consequences of breaching this deed

---

- (a) If a Shareholder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares.
- (b) If the Shareholder or Controllers breach this deed, the Shareholder and Controllers 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 Controllers agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controllers' 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
<b>Shareholders</b>	For the Shareholder, the name, address and email address (if any) specified for the Shareholder in the Company's register of members from time to time.
<b>Controllers</b>	For each Controller, the name, address and email address (if any) specified for that Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></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.

## 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

### Shareholders, Controllers and Restricted Shares

---

Shareholder	Controllers ('N/A' if none)	Restricted Shares
Wakefield Family Holdings Pty Ltd (ACN 133 098 709) as trustee for Wakefield Family Trust	Each of Peter Yoshio Wakefield and Renae Adele Wakefield	1,194,723 Shares

---



## Schedule 2

### Release from Dealing restrictions

---

During the Escrow Period, the Shareholder and its Controllers may Deal in their 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.





## Schedule 3

### Exceptions from Dealing restrictions

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During the Escrow Period, the Shareholder or Controllers 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 their 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.

---



## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶ *Kirsty Lally*  
Company Secretary ~~Director~~

sign here ▶ *[Signature]*  
Director

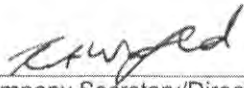
print name KIRSTY LALLY

print name Jan Kadir



**Shareholder**

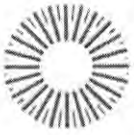
Signed sealed and delivered by  
**Wakefield Family Holdings Pty  
Ltd (ACN 133 098 709) as  
trustee for Wakefield Family  
Trust**  
by

sign here ▶   
\_\_\_\_\_  
Company Secretary/Director

print name Renae Adele Wakefield

sign here ▶   
\_\_\_\_\_  
Director

print name Peter Yoshio Wakefield



**Controller**

Signed sealed and delivered by  
**Renaë Adele Wakefield**

in the presence of

sign here ▶ 

sign here ▶   
Witness

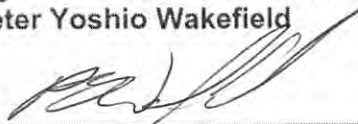
print name Renaë Adele Wakefield


print name ALEX HENDERSON

**Controller**

Signed sealed and delivered by  
**Peter Yoshio Wakefield**

in the presence of

sign here ▶ 

sign here ▶   
Witness

print name Peter Yoshio Wakefield

print name ALEX HENDERSON

## **Larsen Ft Holdings Pty Ltd - Attachment 11**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Larsen Ft Holdings Pty Ltd ACN 167 315 157

Rodney Jules Larsen

Susan Marie Larsen

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

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Between the parties

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

---

**Shareholders**                **Larsen Ft Holdings Pty Ltd ACN 167 315 157**  
30 Lara Drive Buderim, 4556 Qld  
(Shareholder)

---

**Controllers**                 **Rodney Jules Larsen and Susan Marie Larsen** both of 30 Lara  
Drive, Buderim Queensland, 4556  
(each a **Controller**)

---

**Recitals**

- 1 The Shareholder and each Controller agrees to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.
- 2 The Shareholder and each Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests 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.
Issue Date	8 November 2019
Controller Interest	in respect of the Controllers, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controllers have 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"><li>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;</li><li>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;</li></ol>

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><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	<p>has the meaning given to that term in the Listing Rules.</p>
<b>Escrow Period</b>	<p>the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.</p>
<b>Governmental Agency</b>	<p>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.</p>
<b>Group</b>	<p>the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.</p>
<b>Holding Lock</b>	<p>has the meaning in Section 2 of the Settlement Operating Rules.</p>
<b>Issuer Sponsored Subregister</b>	<p>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.</p>
<b>Listing Rules</b>	<p>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.</p>
<b>Related Shareholder</b>	<p>in relation to a Controller, the Shareholder against whose name the</p>



<b>Term</b>	<b>Meaning</b>
	Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1, and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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 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 and each Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder and each 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 a the Shareholder or a 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 each Controller 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 Controllers have 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 Controllers are 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 the Issue Date, 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 Controllers hold the Controller Interests;
- (i) as at the Issue Date, 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 Controllers have an interest;
- (k) if a Shareholder or a 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 a Controller is a Trustee:
  - (1) the Shareholder or the 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

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

## 4.3 Survival of representations and warranties

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

# 5 Consequences of breaching this deed

---

- (a) If a Shareholder or a 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 a Controller breach this deed, the Shareholder and Controllers 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 Controllers agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controllers' 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

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- (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



Party	Notice details
<b>Shareholders</b>	For the Shareholder, the name, address and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
<b>Controllers</b>	For each Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<b>Attention:</b> Chief Executive Officer and Company Secretary <b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 <b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a>

- (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

### Shareholders, Controllers and Restricted Shares

---

Shareholder	Controllers ('N/A' if none)	Restricted Shares
Larsen Ft Holdings Pty Ltd ACN 167 315 157	Each of Rodney Jules Larsen and Susan Marie Larsen	1,194,723 Shares

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## Schedule 2

### Release from Dealing restrictions

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During the Escrow Period, the Shareholder and its Controllers 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

---

During the Escrow Period, the Shareholder or a 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.

---



## Signing page

Executed as a deed

---

### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶ *Kirsty Lally*  
Company Secretary/Director

sign here ▶ *[Signature]*  
Director

print name Kirsty Lally

print name Jan Kodik



**Shareholder**

Signed sealed and delivered by  
**Larsen FT Holdings Pty Ltd**  
**(ACN 167 315 157)**  
by

sign here ▶

*S Larsen*

Company Secretary/Director

sign here ▶

*Rodney Larsen*

Director

print name

Susan Marie Larsen

print name

Rodney Jules Larsen



**Controller**

Signed sealed and delivered by  
**Rodney Jules Larsen**

in the presence of

sign here ▶ *Rodney Larsen*

sign here ▶ *[Signature]*  
Witness

print name Rodney Jules Larsen

print name ANGUS THOMAS

**Controller**

Signed sealed and delivered by  
**Susan Marie Larsen**

in the presence of

sign here ▶ *S Larsen*

sign here ▶ *[Signature]*  
Witness

print name Susan Marie Larsen

print name ANGUS THOMAS

## **Ellsia Pty Ltd - Attachment 12**





HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Ellsia Pty Ltd (ACN 124 309 351) as trustee for  
Es'haghi Family Trust No. 2

Siavash Es'haghi

Elham Es'haghi

Integral Diagnostics Limited

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## Restriction deed

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Date ▶ 8 November 2019

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Between the parties

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

---

**Shareholders**              **Ellsia Pty Ltd (ACN 124 309 351) as trustee for Es'haghi Family  
Trust No. 2**  
44 Shady Grove, Tanawha, QLD 4556  
(Shareholder)

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**Controllers**                **Siavash Es'haghi and Elham Es'haghi** both of 55C Mannikin Road,  
Tanawha Queensland 4556,  
(each a Controller)

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**Recitals**

- 1 The Shareholder and each Controller agrees to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.
- 2 The Shareholder and each Controller 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

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### 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.
Issue Date	8 November 2019
Controller Interest	in respect of the Controllers, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controllers have 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"><li>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;</li><li>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;</li></ol>



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><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Related Shareholder</b>	in relation to a Controller, the Shareholder against whose name the



Term	Meaning
	Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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

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### 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, 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

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### 3.1 Release from Dealing restrictions

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

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder or Controllers may Deal in any of their 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 a Controller become 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

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### 4.1 Giving of warranties

Subject to clause 3, the Shareholder and Controllers 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 Controllers have 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 a 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 the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than the Controllers;
- (h) the Shareholder holds the Restricted Shares and the Controllers hold the Controller Interests;
- (i) as at the Issue Date, 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 Controllers have an interest;
- (k) if the Shareholder or a 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 a Controller is a Trustee:
  - (1) the Shareholder or the 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

The Shareholder and each 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

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- (a) If the Shareholder or a Controller breach 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 a Controller breach this deed, the Shareholder and Controllers 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 Controllers agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controllers' 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

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- (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
<b>Shareholders</b>	For the Shareholder, the name, address and email address (if any) specified for that Shareholder in the Company's register of members from time to time.
<b>Controllers</b>	For each Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<b>Attention:</b> Chief Executive Officer and Company Secretary <b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 <b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a>

- (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

### Shareholders, Controllers and Restricted Shares

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Shareholder	Controllers ('N/A' if none)	Restricted Shares
Ellsia Pty Ltd (ACN 124 309 351) as trustee for Es'haghi Family Trust No. 2	Each of Siavash Es'haghi and Elham Es'haghi	1,194,723 Shares

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## Schedule 2

### Release from Dealing restrictions

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During the Escrow Period, the Shareholder and its Controllers may Deal in their 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

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During the Escrow Period, the Shareholder or a 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.

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## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ▶

*Kirsty Lally*  
\_\_\_\_\_  
Company Secretary ~~Director~~

sign here ▶

*Jan Kadish*  
\_\_\_\_\_  
Director

print name

KIRSTY LALLY

print name

Jan Kadish





HERBERT  
SMITH  
FREEHILLS

Signing page

**Shareholder**

Signed sealed and delivered by  
**Elsia Pty Ltd (ACN 124 309 351)**  
as trustee for **Es'haghi Family**  
**Trust No. 2**  
by

*sign here* ▶

\_\_\_\_\_  
Company Secretary/Director

*print name*

\_\_\_\_\_  
Siavash Es'haghi



**Controller**

Signed sealed and delivered by  
**Siavash Es'haghi**

sign here ▶

print name Siavash Es'haghi

in the presence of

sign here ▶

Witness

print name SHEREE JAYNE LINDERBERG

**Controller**

Signed sealed and delivered by  
**Elham Es'haghi**

sign here ▶

print name Elham Es'haghi

in the presence of

sign here ▶

Witness

print name Michelle Susan Britton

## **Floribunda Imaging Pty Ltd - Attachment 13**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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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

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Date ► 8 November 2019

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Between the parties

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Company	<b>Integral Diagnostics Limited</b> ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 <b>(Company)</b>
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Shareholders	Each party named as a Shareholder in Schedule 1 (each a <b>Shareholder</b> )
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Controllers	Each party named as a Controller in Schedule 1 (each a <b>Controller</b> )
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Recitals	<ol style="list-style-type: none"><li>1 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.</li><li>2 Each Shareholder and Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.</li></ol>
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This deed witnesses as follows:



# 1 Definitions and interpretation

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## 1.1 Definitions

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

<b>Term</b>	<b>Meaning</b>
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
<b>ASX Settlement</b>	ASX Settlement Pty Ltd (ABN 49 008 504 532).
<b>Board</b>	the board of directors of the Company.
<b>Business Day</b>	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.
<b>Issue Date</b>	8 November 2019.
<b>Controller Interest</b>	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.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dealing</b>	in respect of any Restricted Share or Controller Interest, means to directly or indirectly: <ol style="list-style-type: none"><li>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;</li><li>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;</li></ol>

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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><b>Deal and Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	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.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issuer Sponsored Subregister</b>	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.
<b>Listing Rules</b>	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.
<b>Related Shareholder</b>	in relation to a Controller, each Shareholder against whose name





<b>Term</b>	<b>Meaning</b>
	the Controller is listed in Schedule 1.
<b>Restriction Deed</b>	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.
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<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>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</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 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

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### 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

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### 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 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).

### 3.2 General exceptions

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

### 3.3 Notice

If a Shareholder or Controller becomes aware:

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

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



## 4 Warranties and acknowledgment

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### 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 the Issue Date, 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 the Issue Date, 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 Consequences of breaching this deed

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- (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.

### 6 Notices

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- (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

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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	<p><b>Attention:</b> Chief Executive Officer and Company Secretary</p> <p><b>Address:</b> Level 8, 14-20 Blackwood Street, North Melbourne VIC. 3051</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:daviesk@integraldiagnostics.com.au">daviesk@integraldiagnostics.com.au</a></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.

## 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

### Shareholders, Controllers and Restricted Shares

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Shareholder	Controller ('N/A' if none)	Restricted Shares
Floribunda Imaging Pty Ltd ACN 140 244 668 as trustee for Slaven Family Trust ABN 93 264 969 165	Each of Denise Ladwig and Jamie Slaven	55,350 Shares

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## Schedule 2

### Release from Dealing restrictions

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During the Escrow Period, each Shareholder and its respective 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	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

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During the Escrow Period, a 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
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li data-bbox="523 1081 655 1115">1 dies; or</li><li data-bbox="523 1128 943 1350">2 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.</li></ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	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.

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## Signing page

Executed as a deed

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### Company

Signed sealed and delivered by  
**Integral Diagnostics Limited**  
by

sign here ► *Kirsty Lally*  
Company Secretary/Director

sign here ► *Ian Kadish*  
Director

print name KIRSTY LALLY

print name IAN KADISH

### Shareholder

Signed sealed and delivered by  
**Floribunda Imaging Pty Ltd ACN  
140 244 668 as trustee for  
Slaven Family Trust ABN 93 264  
969 165**  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_

print name \_\_\_\_\_

### Controller

Signed sealed and delivered by  
**Jamie Slaven**  
by

In the presence of

sign here ► \_\_\_\_\_

sign here ► \_\_\_\_\_  
Witness

print name Jamie Slaven

print name \_\_\_\_\_



# Signing page

Executed as a deed

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## 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  
**Floribunda Imaging Pty Ltd ACN  
140 244 668 as trustee for  
Slaven Family Trust ABN 93 264  
969 165**  
by

sign here ►   
Company Secretary/Director

sign here ► \_\_\_\_\_  
Director

print name *Michael Slaven*  
**Jamie A Slaven**


print name \_\_\_\_\_

## Controller

Signed sealed and delivered by  
**Jamie Slaven**  
by

sign here ►   
Michael

In the presence of

sign here ►   
Witness

print name **Jamie Slaven**

print name **PAUL EUGENE BRENNAN  
SOLICITOR**




**Controller**

Signed sealed and delivered by  
**Denise Ladwig**  
by

In the presence of

sign here ▶  \_\_\_\_\_

sign here ▶  \_\_\_\_\_  
Witness

print name Denise Ladwig

print name **PAUL EUGENE BRENNAN**  
SOLICITOR