

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme 4DMedical Limited

ACN/ARSN 161 684 831

1. Details of substantial holder (1)

Name 4DMedical Limited and subsidiaries (see Section 6)

ACN/ARSN (if applicable)

The holder became a substantial holder on 6 July 2020

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ORDINARY	134,541,408	134,541,408	50.82%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
4DMedical Limited	<p><u>Voluntary Escrow</u></p> <p>4DMedical Limited has entered into voluntary escrow deeds (see Annexure A) with respect to fully paid ordinary shares held by certain existing shareholders which restrict disposal of shares as disclosed in the prospectus lodged by 4DMedical Limited on 6 July 2020 and which gives 4DMedical Limited a technical relevant interest under s608(1)(c) of the Corporations Act 2001 (Cth) (Act). However the escrow deeds do not restrict the exercise of voting rights attaching to the escrowed securities.</p> <p>ASIC has granted relief modifying section 609 of the Act by removing the relevant interest created under the escrow deeds from the operation of Ch 6 of the Act. However, under the customary ASIC relief, securities subject to escrow arrangements are included for substantial holding disclosure purposes.</p> <p>4DMedical Limited has also placed a holding lock on certain shares granted under historical employee loans until repayment of those loans, as well as on certain shares issued upon conversion of securities issued under the Legacy Employee Incentive Plan (refer to Prospectus dated 6 July 2020) in accordance with the disposal restrictions under the Plan Rules.</p>	ORD 34,995,315

	<p>ASX Mandatory Escrow</p> <p>Pursuant to ASX admission requirements, 4DMedical Limited has entered into Appendix 9A agreements as well as given Appendix 9C notices to certain existing shareholders (see Annexure B) which restrict disposal of shares as disclosed in the prospectus lodged by 4DMedical Limited on 6 July 2020 and which gives 4DMedical Limited a technical relevant interest under s608(1)(c) of the Act.</p> <p>ASIC has granted class relief modifying section 609 of the Act by removing the relevant interest created under ASX mandatory restrictions from the operation of Ch 6 of the Act. However, under the ASIC Class Order [CO 13/520], securities subject to ASX mandatory escrow arrangements are included for substantial holding disclosure purposes.</p>	ORD 99,546,093
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4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
4DMedical Limited	Various (see Annexure C)		ORD 134,541,408

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
4DMedical Limited	6 July 2020 to 6 August 2020		ASX mandatory and non-ASX mandatory escrow	ORD 134,541,408

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Australian Lung Health Initiative Pty Ltd 4Dx, Inc. 4DMedical USA Inc. 4DMedical R&D Pty Ltd 4Dx Pte Ltd	Wholly owned entities of 4DMedical Limited

7. Addresses

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

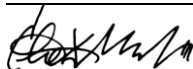
Name	Address
4DMedical Limited	SUITE 501 LEVEL 5 468 ST KILDA ROAD MELBOURNE VIC 3004
Australian Lung Health Initiative Pty Ltd	LEVEL 3 169 FULLARTON ROAD DULWICH SA 5065
4Dx, Inc.	21600 OXNARD ST. SUITE 300 WOODLAND HILLS, CA 91367 USA
4DMedical USA Inc.	21600 OXNARD ST. SUITE 300 WOODLAND HILLS, CA 91367 USA
4DMedical R&D Pty Ltd	LEVEL 5 468 ST KILDA ROAD MELBOURNE VIC 3004
4Dx Pte Ltd	12 MARINA BOULEVARD #17-00 MARINA BAY FINANCIAL CENTRE TOWER 3, SINGAPORE 018982

Signature

print name Charlene Stahr

capacity Company Secretary

sign here



date 13/08/2020

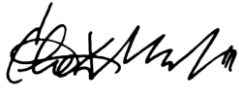
DIRECTIONS

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

Annexure A

This is Annexure A of 13 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by 4DMedical Limited ACN 161 684 831, and which sets out the form of the voluntary escrow arrangements in materially the same form as the agreements entered into.

Signed by on behalf of 4DMedical Limited ACN 161 684 831

A handwritten signature in black ink, appearing to read 'Charlene Stahr', with a stylized flourish at the end.

Charlene Stahr
Company Secretary
Dated: 13/08/2020

Voluntary Escrow Deed

4DMedical Limited

The party specified in item 2 of the Schedule

The party specified in item 3 of the Schedule

gadens

Level 13, Collins Arch,
447 Collins Street
Melbourne VIC 3000
Australia

T +61 3 9252 2555
F +61 3 9252 2500

Voluntary Escrow Deed

1. Parties

1. **4DMedical Limited** ACN 161 684 831 of Suite 501 Level 5, 468 St Kilda Road, Melbourne VIC 3004 (**Entity**)
2. Each party in Item 2 of the schedule (**Holder**)
3. Each party in Item 3 of the schedule (**Controller**)

2. Background

- A. The Entity intends to apply for admission to the official list of ASX.
- B. The Holder owns, or otherwise controls or will control the Disposal, of the Restricted Securities as at the date of admission of the Entity to the official list of the ASX.
- C. The Holder is controlled by the Controller.
- D. The Holder has agreed to enter into this restriction deed for the escrow period in accordance with the terms set out below.
- E. This deed does not restrict voting during the Escrow Period.

3. Operative provisions

1. Definitions and interpretation

1.1 Definitions:

In this deed:

ASX means ASX Limited ACN 008 624 691 or the financial market known as the Australian Securities Exchange which it operates, as the context requires;

Affiliate means any other person within the same wholly owned corporate group as the Holder.

Controller Interests means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule;

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

Dispose includes:

- (a) the meaning given to that term in the Listing Rules;
- (b) in relation to the Restricted Securities to:
 - (i) sell, assign, transfer, covert, surrender, cancel, convey, make a gift of or otherwise dispose (directly or indirectly) of any interest in the Restricted Securities;

- (ii) declare a trust over any interest in the Restricted Securities;
 - (iii) encumber or grant a Security Interest over or otherwise use as collateral the Restricted Securities;
 - (iv) grant or exercise an option in respect of any Restricted Securities;
 - (v) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or transferring or decreasing an economic interest in, any of the Restricted Securities; or
 - (vi) agree to do any of those things;
- (c) in relation to the Controller Interest, to:
- (i) sell, assign, transfer, covert, surrender, cancel, convey, make a gift of or otherwise dispose (directly or indirectly) of any interest in the Controller Interest;
 - (ii) declare a trust over any interest in the Controller Interest;
 - (iii) encumber or grant a Security Interest over or otherwise use as collateral the Controller Interest;
 - (iv) grant or exercise an option in respect of any Controller Interest;
 - (v) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or transferring or decreasing an economic interest in, any of the Controller Interest; or
 - (vi) agree to do any of those things;

Escrow Period means the period set out in item 4 of the schedule;

Listing Rules means the listing rules of the ASX;

Restricted Securities means the securities set out in item 5 of the schedule and any securities attaching to or arising out of those securities that are restricted securities because of the definition of restricted securities in the Listing Rules;

Security Interest means any:

- (a) legal or equitable interest or power created, arising in or reserved in or over an interest in any property or asset; or
- (b) security for payment of money, performance of obligations or protection against default (including a mortgage, bill of sale, charge, lien, pledge, trust, power or retention of title arrangement, right of set-off, assignment of income, garnishee order, monetary claim and flawed deposit arrangement);
- (c) any thing or preferential interest or arrangement of any kind giving a person priority or preference over claims or other persons with respect to any property or asset;
- (d) a security interest as defined by the *Personal Property Securities Act 2009* (Cth); or
- (e) any agreement or arrangement (whether legally binding or not) to grant or create anything referred to in paragraphs (a), (c) or (d); and

Trustee has the meaning given to that term in clause 7(b)(v).

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) a reference to time is a reference to time in Melbourne;
- (b) clause and subclause headings are for reference purposes only;
- (c) the singular includes the plural and vice versa;
- (d) words denoting any gender include all genders;
- (e) a reference to a person includes any other entity recognised by law and vice versa;
- (f) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (g) any reference to a party to this deed includes its successors and permitted assigns;
- (h) any reference to any agreement or deed includes that agreement or deed as amended at any time and any annexure annexed to it;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and performing any action from time to time;
- (k) a reference to an item is a reference to an item in the schedule to this deed;
- (l) a reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this deed;
- (m) a reference to a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment means a reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment of or in this deed;
- (n) when a thing is required to be done or money is required to be paid under this deed on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day;
- (o) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; and
- (p) this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared;
- (q) words and expressions defined in the Listing Rules or the Corporations Act, and not in this deed, have the meanings given to them in the listing rules or the Corporations Act.

2. Escrow restrictions

2.1 Holders' obligations during escrow period

During the Escrow Period, the Holder must not do any of the following:

- (a) Dispose of, or agree to Dispose of, any of the Restricted Securities, other than in accordance with clause 3;
- (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or

- (c) participate in a return of capital made by the Entity, other than in accordance with clause 3.

2.2 Controller's obligation during Escrow Period

- (a) During the Escrow Period, a Controller will not do any of the following unless clause 2.2(b) applies:
 - (i) Dispose of, or agree to Dispose of, any of, the Controller Interests;
 - (ii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller Interests.
- (b) A Controller may do any of the things specified in clause 2.2(a) in circumstances where the Holder is able to do any of those things in respect of the Restricted Securities in accordance with clauses 3, 4 and 5.

2.3 Compliance with Listing Rules

- (a) Subject to clause 2.3(b), each party agrees to comply with chapter 9 of the Listing Rules. If any party is not a listed entity, it agrees to comply as if it were a listed entity. Each party must take any steps it is able to take that is necessary to enable any of the others to comply.
- (b) If there is any inconsistency between the terms of this deed and chapter 9 of the Listing Rules, then the terms of this deed will prevail.
- (c) If the Listing Rules;
 - (i) require an act to be done, or not done, authority is given for that act to be done, or not done (as the case may be);
 - (ii) requires this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision.

2.4 Certificates and holding locks

- (a) If the Restricted Securities are kept on the certificated sub-register, the Holder will deposit the certificates for the Restricted Securities with a bank or recognised trustee for the Escrow Period.
- (b) If the Restricted Securities are kept on the issuer sponsored sub-register, the Holder hereby agrees in writing to the application of a holding lock to the Restricted Securities.

3. Exceptions to escrow restrictions for liquidity events

3.1 Liquidity event

Notwithstanding clause 2.1, during the Escrow Period, the Holder may Dispose of the Restricted Securities (other than granting a Security Interest in respect of the Restricted Securities) if done as part of:

- (a) a share buy-back under an equal access scheme;
- (b) a takeover (including a proportional takeover); or
- (c) scheme of arrangement,

provided all of the conditions set out in clauses 3.2 to 3.4 (as applicable to the transaction) are satisfied.

3.2 Procedure on share buy-back

If the proposed transfer of the Restricted Securities is done as part of a share buy-back under an equal access scheme, then the following conditions must be satisfied:

- (a) the equal access scheme is conducted in compliance with Division 2 of Part 2J.1 of the Corporations Act; and
- (b) the Holder and the Entity agree in writing that the certificates for the restricted securities will be returned to the recognised trustee or bank, or a holding lock applied to the Restricted Securities, if the Restricted Securities which are the subject of the equal access scheme are not cancelled.

3.3 Procedure on takeover

If the proposed transfer of the Restricted Securities is done as part of a takeover or proportional takeover, then the following conditions must be satisfied:

- (a) the Holders of at least half of the securities in the bid class that are not Restricted Securities or "other restricted securities" (as defined in the Listing Rules) to which the offers under the bid relate, have accepted the takeover offer in accordance with its terms; and
- (b) in relation to an off-market takeover bid, if the offer is conditional, the bidder and the Holder agree in writing that the certificates for the Restricted Securities will be returned to the recognised trustee or the bank, or a holding lock applied, for each Restricted Security that is not bought by the bidder under the off-market takeover bid.

3.4 Procedure on scheme of arrangement

If the proposed transfer of the Restricted Securities is done as part of a scheme of arrangement under Part 5.1 of the Corporations Act, then the following conditions must be satisfied:

- (a) the scheme of arrangement must involve the transfer to a third party of all the ordinary shares in the Entity;
- (b) an order of the court made under section 411(4)(b) of the Corporations Act in relation to the scheme of arrangement must have come into effect pursuant to section 411(10) of the Corporations Act; and
- (c) the Holder and the Entity agree in writing that the certificates for the Restricted Securities will be returned to the recognised trustee or bank, or a holding lock applied to the Restricted Securities, if the scheme of arrangement is not implemented.

4. Release from escrow on Court order

During the Escrow Period, the Holder may Dispose of (including granting a Security Interest) in respect of the Restricted Securities in order to comply with any Court order.

5. Transfers to affiliates

During the Escrow Period, the Holder may transfer some or all of the Restricted Securities to:

- (a) a company wholly-owned by the Holder;
- (b) a trust in relation to which the Holder is the beneficiary;
- (c) or an Affiliate of that Holder,

provided that the relevant transferee also enters into an agreement with the Entity in respect of the relevant Restricted Securities on substantially the same terms as this deed and the Controller of the Restricted Securities retains its Controller Interest in the affected Restricted Securities.

6. Announcements relating to Disposals

- (a) If the Holder or Controller becomes aware:
 - (i) that a Disposal of an Restricted Securities or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
 - (ii) of any matter that is likely to give rise to a Disposal of any Restricted Securities or Controller Interest during the Escrow Period,it must notify the Entity in writing as soon as practicable after becoming aware of the Disposal, potential Disposal or the matters giving rise to the Disposal, providing full details.
- (b) Subject to clause 6(c), the Entity may make a public announcement in respect of a Disposal to the extent that, in the reasonable opinion of the Entity's directors, disclosure is required by law or by any notice, order or regulation of any regulatory authority (including under the Listing Rules) which is binding on the Company (**Disclosure Obligation**).
- (c) The Entity and Holder must consult with each other and use reasonable endeavours to agree to the content of any announcement the Entity may wish to make, but only to the extent reasonably possible without contravening the requirements of the Disclosure Obligation and having regard to the mandatory or punitive sanctions that may or are threatened to be imposed under the Disclosure Obligation.

7. Warranties

- (a) If only the Holder and the Entity are parties to this deed, one of the following applies:
 - (i) the Holder is an individual; or
 - (ii) the Holder has no Controller.
- (b) The Holder and the Controller severally with respect to itself only warrant and represent the following:
 - (i) the Holder owns or has the right to Dispose of the Restricted Securities and the Controller holds the Controller interests;
 - (ii) if the Holder, the Entity and any Controller are parties to this deed, the Holder has the Controllers set out in item 0 with the Controller interests identified in item 0. The Holder and each Controller give this warranty;
 - (iii) if item 0 of the schedule is completed, the full particulars of Security Interests which have been created, or are agreed or offered to be created, in the Restricted Securities are set out. A release of the Security Interests is attached. Apart from this, before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2.1 if done or omitted during the escrow period;
 - (iv) if item 0 of the schedule is completed, the full particulars of Security Interests which have been created, or are agreed or offered to be created, in the Controller interests are set out. A release of the Security Interests is attached. Apart from this, before the Escrow Period begins, the Controller has not done,

or omitted to do, any act which would breach clause 2.2 if done or omitted during the Escrow Period. Each Controller gives this warranty;

- (v) it has full power and authority, without consent of any other person, to enter into and perform its obligations under this deed (including if the Holder or Controller has entered into this deed as a trustee (**Trustee**), under a trust deed for a relevant trust (**Trust**);
 - (vi) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
 - (vii) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
 - (viii) if the Holder or Controller is a Trustee:
 - (A) 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;
 - (B) the Holder 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;
 - (C) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
 - (ix) the execution, delivery and performance by it of this deed does not, and will not, violate, breach or result in a contravention of:
 - (A) any applicable law, regulation or authorisation;
 - (B) its constitution or other constituent documents; or
 - (C) any agreement, undertaking, encumbrance or document which is binding on that party.
- (c) A breach of any of these warranties is a breach of this deed.

8. Consequences of breaching this deed

- (a) If it appears to the Entity that the Holder or a Controller may breach this deed, the Entity must take the steps necessary to prevent the breach, or to enforce the deed.
- (b) If the Holder or a Controller breach this deed, the Entity must take the steps necessary to enforce the deed, or to rectify the breach.
- (c) If the Holder or a Controller breach this deed, in addition to any other rights or remedies of the Entity, the Entity may refuse to acknowledge, deal with, accept or register any Disposal of any of the Restricted Securities.

9. Entity to complete Schedule

Each party authorises the Entity (or any person delegated such authority in writing by the Entity) to insert in Schedule 1, after execution of the deed by each party:

- (a) the particulars of the Restricted Securities;

- (b) the particulars of the Controller Interests; and
- (c) any other details necessary to complete in the Schedule.

10. Capacity

If the Holder or the Controller has entered into this deed as a Trustee:

- (a) notwithstanding any other provision of this deed, but subject to clause 10(c), the Holder or the Controller (as applicable) enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or the Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or the Controller (as applicable) is actually indemnified for the liability. The Holder or the Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to clause 10(c), a party to this deed may not sue the Holder or the Controller (as applicable) in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to the property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or the Controller (as applicable) to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holders' or Controller's (as applicable) right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's or Controller's (as applicable) fraud, negligence, improper performance of duties or breach of the trust.

11. General

11.1 Amendment

This deed will not be changed or waived unless by written agreement of the parties.

11.2 Jurisdiction

The laws of the State or Territory of the home branch of the Entity apply to this deed. Each party submits to the non-exclusive jurisdiction of the courts of that State or Territory.

11.3 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this deed, whether before or after performance of this deed.

11.4 Notices

- (a) Any notice may be served by delivery in person, by post or email to the address of the recipient specified in this deed or most recently notified by the recipient to the sender.
- (b) Any notice to or by a party under this deed must be in writing, in English and signed by either the sender or, if a corporate party, an authorised officer of the sender.
- (c) Any notice is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee;

- (ii) if posted, at 9.00 am 2 Business Days after the date of posting to the addressee, whether delivered or not; or

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

- (d) The address for service for notices of the parties are set out in the Schedule.

11.5 Waivers

Any failure by a party to exercise any right under this deed does not operate as a waiver. The single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

11.6 Counterparts

- (a) This deed may be executed in any number of counterparts, all of which taken together are deemed to constitute the same document.
- (b) A copy of a counterpart emailed as a PDF:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; andmay be produced in evidence for all purposes in place of the original.

Schedule

1.	Entity's name and address	4DMedical Limited ACN 161 684 831
2.	Holder's name and address	
3.	Each Controllers' name and address	
4.	Escrow Period (the date from which the initial Restricted Securities are escrowed)	
5.	Particulars of Restricted Securities	
6.	Particulars of Controller Interests	
7.	Particulars of Security Interests over Restricted Securities	
8.	Particulars of Security Interests of Controller Interests	

Signing page

Executed as a deed.

Dated: 2020

Executed by the **party specified in item 2 of the Schedule** its duly authorised officers:

Signature of individual OR joint shareholder OR director/secretary

Signature of joint shareholder OR director

Name of individual OR joint shareholder OR director/secretary
(Block Letters)

Name of joint shareholder OR director
(Block Letters)

Executed by the **party specified in item 3 of the Schedule** its duly authorised officers:

Signature of individual OR joint shareholder OR director/secretary

Signature of joint shareholder OR director

Name of individual OR joint shareholder OR director/secretary
(Block Letters)

Name of joint shareholder OR director
(Block Letters)

Executed by **4DMedical Limited** ACN 161 684 831 under section 127 of the Corporations Act by its duly authorised officers:

Signature of Director

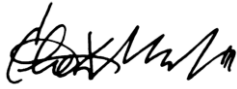
Signature of Director/Secretary

Name of Director
(Block Letters)

Name of Director/Secretary
(Block Letters)

Annexure B

This is Annexure B of 5 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by 4DMedical Limited ACN 161 684 831, and which sets out the form of the Appendix 9A agreements and Appendix 9C notices as required by ASX to have been entered into/provided prior to admission.

A handwritten signature in black ink, appearing to read 'Charlene Stahr', with a stylized flourish at the end.

Charlene Stahr
Company Secretary
Dated: 13/08/2020

Appendix 9A

Restriction Deed

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

Introduction

- A. The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.
- B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.
- C. We acknowledge that the entity’s admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:
 - (a) ⁺dispose of, or agree or offer to ⁺dispose of, the restricted securities;
 - (b) create, or agree or offer to create, any security interest in the restricted securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
 - (a) ⁺dispose of, or agree or offer to ⁺dispose of, the controller interests;
 - (b) create, or agree or offer to create, any security interest in the controller interests; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that the restricted securities are to be kept on the entity’s ⁺issuer sponsored subregister and are to have a ⁺holding lock applied for the duration of the escrow period.

Warranties

4. If item 3 of the schedule is completed, the holder and each ⁺controller warrant that:
 - (a) the holder has the ⁺controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;
 - (b) there are no other controllers or controller interests; and

- (c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.
5. If item 3 of the schedule is not completed or is marked “nil” or “n/a” (or something equivalent), the holder warrants that:
- (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;
 - (b) if the holder is not one or more individuals, the holder has no +controller; and
 - (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.
6. If item 8 of the schedule is completed, the holder warrants that:
- (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;
 - (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and
 - (c) a release of those security interests is attached.
7. If item 8 of the schedule is not completed or is marked “nil” or “n/a” (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.
8. If item 9 of the schedule is completed, the holder and each +controller warrant that:
- (a) full particulars of security interests which have been created over the controller interests are set out in item 9;
 - (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and
 - (c) a release of the security interests is attached.
9. If item 9 of the schedule is not completed or is marked “nil” or “n/a” (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.
10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:
- (a) the holder and each +controller must take the steps necessary to rectify the breach;
 - (b) the entity must take the steps necessary to enforce the agreement;
 - (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and
 - (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX’s written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be

taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other 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 joins, binds them individually and any combination of them as a group.

Schedule

1. Entity's name and address: 4DMedical Limited ACN 161 684 831 of Suite 501, Level 5, 468 St Kilda Road, Melbourne, Victoria 3004
2. Holder's name and address:
3. Each +controllers' name and address:
4. Escrow period start date:
5. Escrow period end date:
6. Particulars of restricted securities:
7. Particulars of controller interests:
8. Particulars of security interests over restricted securities:
9. Particulars of security interests over controller interests:

Signing page

Executed as a deed.

Dated: 2020

Executed by the **party specified in item 2 of the Schedule** its duly authorised officers:

Signature of individual OR joint shareholder OR director/secretary

Signature of joint shareholder OR director

Name of individual OR joint shareholder OR director/secretary
(Block Letters)

Name of joint shareholder OR director
(Block Letters)

Executed by the **party specified in item 3 of the Schedule** its duly authorised officers:

Signature of individual OR joint shareholder OR director/secretary

Signature of joint shareholder OR director

Name of individual OR joint shareholder OR director/secretary
(Block Letters)

Name of joint shareholder OR director
(Block Letters)

Executed by **4DMedical Limited** ACN 161 684 831 under section 127 of the Corporations Act by its duly authorised officers:

Signature of Director

Signature of Director/Secretary

Name of Director
(Block Letters)

Name of Director/Secretary
(Block Letters)

Appendix 9C

Restriction notice

To: [Insert name of holder] ("You")

From: [Insert name of entity] ("Entity")

Subject: Your securities in the Entity described in item 1 of the schedule below

In accordance with the ASX Listing Rules and the Entity's constitution, you are hereby given notice that the securities you hold in the Entity described in item 1 of the schedule below have been classified as "restricted securities".

This means that for the period ("escrow period") specified in item 2 of the schedule below:

- A. You must not *dispose of, or agree or offer to *dispose of, the restricted securities except as permitted by the listing rules or by ASX in writing.
- B. The securities will be kept on the Entity's *issuer sponsored subregister and will have a *holding lock applied to them.
- C. You will not be entitled to participate in any return of capital on the restricted securities during the escrow period except as permitted by the listing rules or ASX.
- D. If you breach the restrictions above you will not be entitled to any dividend or distribution, or to exercise any voting rights, in respect of the *restricted securities for so long as the breach continues.

These restrictions apply to the securities you hold in the Entity described in item 1 of the schedule below and to any other *securities attaching to or arising out of those securities that are "restricted securities" under the listing rules.

Words and expressions defined in the listing rules of ASX, and not in this notice, have the meanings given to them in the listing rules.

Schedule

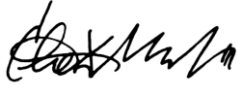
- 1. Particulars of restricted securities:
- 2. Escrow period:

Dated:

[Signed on behalf of the Entity]

Annexure C

This is Annexure C of 10 page referred to in ASIC Form 603 (Notice of Initial Substantial Holder) lodged by 4DMedical Limited ACN 161 684 831, which sets out the list of holders subject to ASX mandatory and non-mandatory escrow arrangements.

A handwritten signature in black ink, appearing to read 'Charlene Stahr', with a stylized flourish at the end.

Charlene Stahr
Company Secretary
Dated: 13/08/2020

**LIST OF SHAREHOLDERS WITH SHARES SUBJECT TO ASX MANDATORY ESCROW
(APPENDIX 9A OR APPENDIX 9C)**

REGISTERED HOLDER	NUMBER OF ORDINARY SHARES
VELOCIMETRY CONSULTING PTY LTD	64,837,997
HELEN ALEXIA FOURAS	850,000
ALEX AND CHRISTINE PETROU	2,462,000
DESIDERATA SUPER FUND PTY LTD	194,668
PLANETNOW PTY LTD	863,014
VINEGAR HILL PARTNERS PTY LTD	183,014
JULIAN BERNARD KINGSLEY SUTTON	297,786
JOHN LIVINGSTON PTY LTD	1,505,143
JKEL SUPER PTY LTD	53,315
LUCYNA HALINA GUTHRIE AND HUGH BERKELEY GUTHRIE	32,055
ROBERT ALAN FIGLIN	286,382
JORDAN AND PHILIP THURGOOD	5,000,000
SSD NOMINEES PTY LTD	5,000,000
RYDER INNOVATION FUND, LP	2,180,886
MAINSTREAM FUND SERVICES PTY LTD AS CUSTODIAN FOR PERENNIAL PRIVATE TO PUBLIC OPPORTUNITIES FUND	1,999,146
BNP PARIBAS NOMS PTY LTD	545,222
MERRILL LYNCH (AUSTRALIA) NOMINEES PTY LTD <REGAL EMERGING COMPANIES FUND III>	508,874
MERRILL LYNCH (AUSTRALIA) NOMINEES PTY LTD <REGAL EMERGING COMPANIES FUND II>	399,830
UBS NOMINEES PTY LTD	363,482
TALL OAKS ASSET MANAGEMENT PTY LTD	363,482
TRANSCONTINENTAL ASSET MANAGEMENT PTY LTD	363,482
CRANLEY NOMINEES PTY LTD	290,786
NATIONAL NOMINEES LIMITED	290,786
LG & CV RYAN SUPERANNUATION FUND PTY LTD	199,916

MR JOHN KENNETH HARRIS + MRS SUSAN MARY HARRIS	145,393
MR FRANCIS AMBROSE KENNEDY	145,393
DEAD KNICK CAPITAL PTY LTD	145,393
MRS PAMELA JULIAN SARGOOD	109,046
EXWERE INVESTMENTS PTY LTD	90,872
MR ADRIAN RICHARD MOSS	90,872
HALLAM MEADOWS PTY LTD	72,697
MEAKIN HERITAGE PTY LTD	72,697
WOLF CAPITAL PTY LTD	72,697
NATIONAL NOMINEES LIMITED	72,697
UTIGER HOLDINGS PTY LTD	72,697
ANTAN INVESTMENTS PTY LTD	72,697
MR ALEX MANZONI + MS JENNIFER MANZONI+ MR NICHOLAS MANZONI + MS JESSICA MANZONI	72,697
MR MICHAEL ROBERT MORRISON	54,523
MRS MARILYN SMYTH + MR GARRY ARTHUR SMYTH	54,523
BRACKEN BAY PTY LTD	54,523
MR EDWARD ROBERT VICKERS-WILLIS	54,523
J E INTERNATIONAL PTY LTD	54,523
SANDRO SUPER PTY LTD	54,523
FINSPANG PTY LTD	54,523
MR MATTHEW TAINE	54,523
BRIAN DALE TOWNE	36,349
DESIDERATA INVESTMENTS LIMITED	36,349
DR IAN MICHAEL SUTHERLAND + MS JENNIFER MARY MCCARTHY	36,349
GLENDALE SUPER CO. PTY. LTD.	36,349
J C VICKERS-WILLIS PTY LTD	36,349
JAHARO PTY LTD	36,349
KELLEA PTY LTD	36,349

KOONA NOMINEES PL	36,349
LANCELOT'S SHIELD PTY LTD	36,349
MAGREE FAMILY SUPER PTY LTD	36,349
MR ANDREW JAMES PRENTICE + MRS LINDA GAYE PRENTICE	36,349
MR CRAIG JOHN HUTCHINSON	36,349
MR CRAIG TERRILL + MRS CAROLINE TERRILL	36,349
MS ALISON QUINN	36,349
MS EUNICE WILMA CARDWELL	36,349
ROJAM PTY LTD	36,349
TERRUNG INVESTMENT PTY LTD	36,349
WILFAM NOMINEES PTY LTD	36,349
WINTON CORPORATION PTY LTD	36,349
MR WALLY SIENKIEWICZ	36,349
BEDARRA CAPITAL PTY LTD	36,349
GEFWEB NOMINEES PTY LTD	36,349
MR GREGORY JAMES MITCHELL + MRS BRONWEN RUTH MITCHELL	36,349
BREUER INVESTMENTS PTY LTD	36,349
J ANDERSON INVESTMENTS PTY LTD	36,349
ROFFEY SUPERANNUATION NO 1 PTY LTD	36,349
MR BRUCE SAMUEL HARRIS ROSENBERG	36,349
BARRISBOST HOLDINGS PTY LTD	36,349
MR JAMES ROBERT OLIVER CUTLER	36,349
MR SIMON GERARD HALE	36,349
DECARATS PTY LTD	36,349
JAPKN HOLDINGS PTY LTD	36,349
BACTIN SUPERANNUATION PTY LTD	36,349
MONGARLOWE PTY LIMITED	36,349
RS & CJ PATERSON PTY LTD	36,349

STRATEGIC OPTIONS(AUSTRALIA) PTY LTD	36,349
MS KATINA GABRIEL + MS AKILINA GABRIEL	36,349
BASQUE CAPITAL PTY LTD	36,349
MS JUANITA KYLIE BRIDGER	36,349
NICK BREAKSPERE SUPER PTY LTD	36,349
ACRONYCAL PTY LTD	18,176
ANDREW P REDMAN PTY LTD	18,176
BARCOM 2 PTY LTD	18,176
DR JEREMY CHARLES FROST + MRS CARMEL CATHERINE FROST	18,176
FRANK MAZOR	18,176
KAYAT PTY LTD	18,176
LINTERN PTY LTD	18,176
LUDO CAPITAL PTY LTD	18,176
MR ANTHONY TODD DOUGLASS + MRS PRUDENCE JANE DOUGLASS	18,176
MR BARRY JOHN CHRISTIAN + MRS ROSEMARY ANNE CHRISTIAN	18,176
MR COLIN KEITH MCDONALD + MRS MICHELLE CARTER MCDONALD	18,176
MR DANIEL STAHR	18,176
MR GRAEME SANFORD + MRS LAUREN SANFORD	18,176
MR IAN RICHMOND WARNER	18,176
MR JAMES AGAR	18,176
MR MICHAEL JOHN HOLMES + MRS RHONDA JUNE HOLMES	18,176
MR SRIKANTTH VURE	18,176
MRS KAREN JOY BOWES	18,176
NITRO INVESTMENTS NO 1 PTY LTD	18,176
PERRIWINKLE INVESTMENTS PTY LTD	18,176
PETER CARAH PTY LTD	18,176
TARLAE PTY LTD	18,176
TWV PTY LTD	18,176

TWV PTY LTD	18,176
WESTWOOD LAND PTY LTD	18,176
MR SEAN HARDY	18,176
WALTON FAMILY CO PTY LTD	18,176
SEEKAY PTY LTD	18,176
JULIAN SUPERANNUATION PTY LTD	18,176
MRS LISA GRAHAME BIRD	18,176
MR PETER REINHARDT WAGNER	18,176
EN-DEV FINANCE CONSULTANTS PTY LTD	18,176
MR TREVOR RONALD DAVIDSON	18,176
MR BASIL EDWARD BYRNE	18,176
TREND SEAFOODS PTY LTD	18,176
P & R MCCLURE SUPER PTY LTD	18,176
VENETIAN CAPITAL PTY LTD	18,176
HOTHAM HEIGHTS PTY LTD	18,176
SJ JACOBSON PTY LTD	18,176
JJF GLEESON PTY LTD	18,176
GARY LEAHY SUPER PTY LTD	18,176
WAYTOTRAIN PTY LTD	18,176
MR WAYNE ROBERT NETTLETON + MRS BARBARA ANNE NETTLETON	18,176
FAUBOURG SAINT-HONORE PTY LTD	18,176
FIRST OAK CAPITAL PTY LTD	18,176
MRS BELINDA JANE ROPER	18,176
MR PETER WALFORD ROPER	18,176
HEYWOOD SUPERANNUATION PTY LTD	18,176
BILL & JANE SUPERFUND PTY LTD	18,176
MS ZARA MARGARET KIMPTON	18,176
GATHERGOOD PTY LIMITED	18,176

DOLBALE PTY LTD	18,176
MR ALAN ROSS TAGGART + MRS ROSALIE TAGGART	18,176
D & K ZACHARIA INVESTMENTS PTY LTD	18,176
OSJAZZGROOVE NOMINEES PTY LTD	18,176
FUNK INVESTMENTS PTY LTD	18,176
PIXIE BK PTY LTD	18,176
MRS MARIE DE GREGORIO	18,176
SOUTHAGE PTY LTD	18,176
FRIJLINK PTY LTD	18,176
LEIPNIK NOMINEES PTY LTD	18,176
MR ANTHONY PETER RONALD EMERSON + MRS ELIZABETH JOYCE EMERSON	18,176
LEDBURY SUPER PTY LTD	18,176
MRS DEBORAH LYNN DEXTER	18,176
MRS GWENETH MCINTYRE	18,176
JOYGLENICE PTY LTD	18,176
HIRSUTE PTY LTD	18,176
MRS FAYE CROWE	18,176
DKK PTY LTD	18,176
JAMANNA SUPERANNUATION PTY LTD	18,176
JABAR NOMINEES PTY LTD	18,176
MR JORDAN MASON	18,176
WENVALE PTY LTD	18,176
MR CHRISTOPHER DAVID GOOLD + MRS SARAH LOUISE GOOLD	18,176
B & S NICHOLLS SUPERANNUATION FUND PTY LTD	18,176
DR JAMES WILLIAM EDWARD MOORE + MRS CASSANDRA ANN MOORE	18,176
DSP SMSF PTY LTD	18,176
MR SIMON ROBERT REYNOLDS + MRS NIKKI CLARE REYNOLDS	18,176
MR FERGUS JOHN WHITEHEAD + MRS FELICITY JANE WHITEHEAD	18,176

SUGARS INVESTMENTS PTY LTD	18,176
HALLAM MEADOWS PTY LTD	18,176
VEEDUB PTY LTD	18,176
SANDRO PENSION PTY LTD	18,176
CHRISTOPHER JAMES COLLINS	18,176
FERODE ASSETS PTY LTD	18,176
IT WAS THIS BIG PTY LTD	18,176
DARMON PTY LTD	18,176
NUMBERS EXECUTIVE RECRUITMENT PTY LTD	18,176
MRS GEORGINA ROSE BRIDGER	18,176
MR ANDREW TRITTON	18,176
MISS BRONWYN ELEANOR HUGHES	9,089
MR NICHOLAS HOOGENRAAD + MRS JOAN MARY HOOGENRAAD	9,089
MR WALTER MACFARLANE LOURIE + MS GLENYCE MARLENE LOURIE	9,089
ROCHMY PTY LTD	9,089
P BITTO PTY LTD	9,089
LETIZIA HOLDINGS PTY LTD	9,089
SUBCAST PTY LTD	9,089
RAVENSWOOD FINANCIAL PTY LTD	9,089
VALTHUS PTY LTD	9,089
MR KYFFIN HORSLEY LEWIS + MS ROSEMARIE STELLA DENTESANO	9,089
TURKEY HEATH PTY LTD	9,089
GONE NORTH PTY LTD	9,089
PENHAM INVESTMENTS PTY LTD	9,089
MR NOEL FRANCIS MORRIS	9,089
MRS HEATHER JOY MORRIS	9,089
MRS JILL MCFARLANE	9,089
MR HAMISH HUGH MACKINNON	9,089

MRS SUSAN JANE MACKINNON	9,089
MR WAYNE STUART PEEL + MRS LORAINÉ JOY PEEL	9,089
PETER L SMURTHWAITE PTY LTD	9,089
OZCUN PTY LTD	9,089
DR PETER ROSS HAYS + MRS JUDITH ANNE HAYS	9,089
MRS LORRAINE EVELYN PENNEFATHER	9,089
MR LACHLAN DAVID BOWES + MRS KAREN JOY BOWES	9,089
MR PHILIP MCDONALD + MRS SUSAN MCDONALD	9,089
MR MICHAEL HOLMES + MRS RHONDA HOLMES	9,089
MR COLIN KEITH MCDONALD + MRS MICHELLE CARTER MCDONALD	9,089
MR JOHN ALLEN NOTTAGE	9,089
MANDRAKE PTY LIMITED	9,089
LUCKY SUPER PTY LTD	9,089
R & R STEPNELL PTY LTD STEPNELL FAMILY INVESTMENT A/C	9,089
MR SCOTT BAKER + MRS PETRINA BAKER	54,523
BAKER INVESTMENT CORPORATION PTY. LTD.	36,349
DESIDERATA INVESTMENTS LIMITED	980,700
ENDLESS SMILES PTY LTD	1,100,000
JOE AND RHONDA CICHELO	320,000
CHAPTER 5 PTY LTD	500,000
PAUL AND PAULA COOKE	500,000
RAMURI PTY LTD	320,000
DANIELLE TRIANTAFILLOU	250,000
ALLTOGETHER PTY LTD	565,069
CHRISTINE DIAZ	31,689
INVESTING EAGLE PTY LTD	12,036
KYLIE ANNE ASH	33,905
MARTIN DONNELLEY	11,302

MATTHEW MARBURY	6,781
SMARTHOUSE AUSTRALIA PTY LTD	141,268
LINCOLN KERN	141,268
RUSBEV PTY LTD	282,535
RACT SUPER PTY LTD	141,268

LIST OF SHAREHOLDERS WITH SHARES SUBJECT TO NON-MANDATORY ESCROW

REGISTERED HOLDER	NUMBER OF ORDINARY SHARES
RUSBEV PTY LTD	342,465
RACT SUPER PTY LTD	521,232
ENDLESS SMILES PTY LTD	648,193
DEAN EGAN	1,885,455
OH-RULE PTY LTD	1,351,351
FCR DAUNT PTY LTD	1,250,000
YARRA BRAES PTY LTD	900,000
SAYERS FUND MANAGEMENT PTY LTD	600,000
EDWARD JEROME BOURKE & MARY JANE SINOBIO	1,000,000
BJD SUPER HOLDINGS PTY LTD	863,000
KARABIN PTY LTD	500,000
HARRY MAGLIS & CHRISY MAGLIS	800,000
LEFKIOS MICHAEL & HELEN MICHAEL	500,000
AED NOMINEES PTY LTD	863,000
MR GAETANO ALFRED GERRARD RUSSO	860,541
WAL ASSETS PTY LTD	810,541
CHARLENE STAHR & WILLIAM STAHR	1,128,192
SKILLSOURCE GROUP LIMITED	500,001
EXWERE INVESTMENTS PTY LTD	625,000
MOHD ZULHILMI ISMADI & ZAHRUL FAHMI ISMADI	600,000

WOLF CAPITAL PTY LTD	500,000
VATUVIA LIMITED	500,000
SOMERSVIEW NOMINEES PTY LTD	200,000
DOMINION INVESTMENTS PTY LTD	400,000
BAQ ENTERPRISES PTY LTD <THE BRETT QUINLAN FAMILY 2>	300,000
TOBIAS PATRICK KINGSLEY SUTTON	400,000
LILI GROUP PTY LTD	375,000
ADRIAN RICHARD MOSS	350,000
FRANWAY PTY LTD	336,000
TPKS CAPITAL PTY LTD	320,000
MEAKIN HERITAGE PTY LTD <MEAKIN FAMILY>	270,271
HORNET COMPUTER SYSTEMS PTY LTD	270,270
WILSON WEN XIANG TENG	180,000
JOHN MARTIN HIRJEE	121,621
JANICE ELIA	26,600
BAQ ENTERPRISES PTY LTD <THE BRETT QUINLAN FAMILY 1>	75,000
JORDAN RENE RUSSO	27,028
GAETANO GERRARD RUSSO	27,028
BEE LI TAN	16,000
CONOR CAMERON	3,825
JESSICA GOLDWYN	35,416
PAUL COOKE	500,000
PUNIT SHAH	53,623
SAJINI HEWAVITHARANAGE	51,698
VOON MING LAM	4,514
WILSON TENG	223,893
RYDER INNOVATION FUND, LP	4,109,589, with an additional 1,881,339 to be escrowed upon those shares ceasing to be subject to ASX mandatory escrow.

MAINSTREAM FUND SERVICES PTY LTD	3,767,123, with an additional 1,724,561 to be escrowed upon those shares ceasing to be subject to ASX mandatory escrow.
BNP PARIBAS NOMS PTY LTD	1,027,397, with an additional 470,335 to be escrowed upon those shares ceasing to be subject to ASX mandatory escrow.
MERRILL LYNCH (AUSTRALIA) NOMINEES PTY LTD <REGAL EMERGING COMPANIES FUND III>	958,904, with an additional 438,979 to be escrowed upon those shares ceasing to be subject to ASX mandatory escrow.
MERRILL LYNCH (AUSTRALIA) NOMINEES PTY LTD <REGAL EMERGING COMPANIES FUND II>	753,424, with an additional 344,913 to be escrowed upon those shares ceasing to be subject to ASX mandatory escrow.
NATIONAL NOMINEES LTD	547,945, with an additional 250,846 to be escrowed upon those shares ceasing to be subject to ASX mandatory escrow.
MEAKIN HERITAGE PTY LTD	136,986
NATIONAL NOMINEES LTD	136,986 with an additional 62,712 to be escrowed upon those shares ceasing to be subject to ASX mandatory escrow.
BEDARRA CAPITAL PTY LTD	68,493
KATINA GABRIEL	68,493
FAUBOURG SAINT-HONORE PTY LTD	34,246
ANTHONY PETER DONALD EMERSON	34,246
CHRISTOPHER JAMES COLLINS	34,246
WAYNE NETTLETON AND BARBARA NETTLETON	34,246
P BITTO PTY LTD	17,123
LETIZIA HOLDINGS PTY LTD	17,123
SUBCAST PTY LTD	17,123
VALTHUS PTY LTD	17,123
PAUL BRADLEY DAVID COOKE	586,741
GEORGIA JANE WEIR	10,000
JESSICA CAITLIN CULHANE AND ERIN CULHANE	70,000
RICHARD PAUL CARNIBELLA	82,000
SIMON PHILIP HIGGINS	151,000

MICHAEL DAVID CURTIS	198,000
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