

Form 604Corporations Act 2001
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme Integral Diagnostics LimitedACN/ARSN 130 832 816**1. Details of substantial holder (1)**Name Integral Diagnostics LimitedACN/ARSN (if applicable) 130 832 816

There was a change in the interests of the

substantial holder on

02/09/2020

The previous notice was given to the company on

26/08/2020

The previous notice was dated

26/08/2020**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	23,206,658	11.92%	26,127,822	13.16%

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
31 August 2020	Integral Diagnostics Limited	Release from voluntary escrow/holding lock	Non-cash pursuant to the voluntary escrow arrangements between Integral Diagnostics Limited and the registered holders of the securities as set out in the Restriction Deed (Radiologist/Management) lodged with ASX on 27 October 2015 (IPO Restriction Deed)	(731,030)	(731,030)
1 September 2020			Non-cash pursuant to the holding lock arrangements between Integral Diagnostics Limited and the registered holders of the securities as set out in Company's Radiologist FY 20 Loan Share Scheme lodged with the ASX on 10 September 2019.	(136,205)	(136,205)
1 September 2020		Restriction on disposal of shares under voluntary escrow arrangements disclosed to ASX on 10 June 2020 (refer Appendix 3B issue of shares) for the acquisition of Ascot Radiology NZ (as set out in the various Restriction Deeds listed in Appendix B, collectively known as the Ascot 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 Ascot Restriction Deeds (listed and attached in Appendix B).	2,895,415	2,895,415

2 September 2020		Issue of shares pursuant to the Company's Radiologist Loan Share Scheme and NZ Matching Options Offer.	<p>Under the Radiologist Loan Share Scheme and NZ Matching Options Offer</p> <ul style="list-style-type: none"> • 129,214 self-funded shares pursuant to IDX's FY21 New Zealand Matching Options Offer (FY21 NZ Shares) made under the Integral Diagnostics Limited Equity Incentive Plan); and • 763, 770 shares pursuant to IDX's FY21 Loan Share Scheme made under the Integral Diagnostics Limited Recourse Loan Plan (FY21 Loan Shares). <p>Both the FY21 NZ Shares and FY21 Loan Shares are subject to a holding lock.</p> <p>Details of the Radiologist Loan Share Scheme and NZ Matching Options Offer are attached in Appendix C)</p>	892,984	892,984
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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> <p>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, 2 July 2018 and 8 November 2019 (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, IQ Restriction Deeds and Ascot Restriction Deeds);</p> <p>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; and</p> <p>c) the Company's Radiologist Loan Share Scheme and NZ Matching Options Offer which includes holding locks and forfeiture conditions on shares as set out above and detailed in the attached Radiologist Loan Scheme and NZ Matching Options Offer documents,</p> <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>	26,127,822	26,127,822

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	Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000
Holders as set out in Annexure A	C/- Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000

Signature

print name	Kirsty Lally	capacity	Company Secretary
sign here	Kirsty Lally	date	4/09/2020

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 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 Appendix A of 1 page referred to in Form 604 Notice of change of interests of substantial holder

Kirsty Lally
Company Secretary

Registered Holder	Ordinary Shares
A G TAYLOR (MEDICAL) PTY LTD ATF TAYLOR FAMILY A/C	142,607
BRETT SOUNNESS PTY LTD ATF SOUNNESS FAMILY A/C	68,875
CREGGAN INVESTMENTS PTY LTD ATF CRANFIELD FAMILY A/C	151,678
NEW IMAGING PTY LTD ATF NEW IMAGING A/C	685,340
VISIONARY IMAGING PTY LTD ATF LU FAMILY PROSPERITY A/C	529,682
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	339,014
PETER J ANSLEY & ST LEGER M REEVES & STEPHEN EICHSTEADT & THOMAS Q ST LEGER REEVES ATF MAGNOLIA A/C	3,747,786
BECA TRUSTEE SERVICES LTD ATF ABIKHAIR A/C	80,602
LUCINDA KATHLEEN BOYER	125,042
BREW NEURORADIOLOGY TRUSTEE LTD ATF BREW FAMILY A/C	322,255
JAMES CALDWELL	267,791
ANDREW WYN CLARKE & PAUL JOHN MCCORMICK ATF WYN FAMILY A/C	522,702
CORBEC LTD	80,602
RICHARD ROBIN GEE	48,303
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	27,771
AZURETREAT PTY LTD ATF BREADMORE SUPERANNUATION FUND	27,771
CIRROCUMULUS LENTICULARUS PTY LTD ATF THE CIRROCUMULUS LENTICULARIS SUPERANNUATION FUND	84,526
BRENDON RANDALL FRIESEN	50,827
HENG YEE WONG	16,662
NAZAR BOKANI	254,573
PE NOMINEES PTY LTD ATF THE ENGLISH SUPERANNUATION FUND	19,440
PRATHIBHA ELIZABETH ANN JOSE	47,211
RAJESH KHUJNERI	178,589
LAURA GROOMBRIDGE	50,827
BRUNIE DANGA-CHRISTIAN	50,913
YEOGIBEH INVESTMENTS PTY LTD	118,322
BEHDIN ABED	25,456
ANNABEL KUEK	25,456
VINCENZO MERCURI	74,057
ROSS BREADMORE	74,057
BRETT SOUNNESS	385,124
MICHAEL CHAN	87,932
PETER ROBERT ENGLISH	51,840
PATRICK JOSEPH EDWIN	125,897
CHEK POH BEH	315,526
BENJAMIN McGUINNESS	85,994
KJC CONSULTANT LTD	18,746
HANI TRASIL	80,937
THE THOMAS SF TC PTY LTD	56,231
IMOGEN OMEARA	25,371
KIAN SOON LIM	198,776
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
DAVID RICHARD ROGERS & SUSAN JANE ROGERS & GEOFFREY ALEXANDER HAMILTON ATF CHAMONIX A/C	301,647
DAVID GRANT MILNE +MARGOT FLORENCE EDWARDS+GEOFFREY ALEXANDER HAMILTON ATF MILNE EDWARDS A/C	301,647
ANTHONY JAMES DOYLE +JANE ELIZABETH RUCK +DAVID GEOFFREY RUCK<AJ DOYLE AND JE RUCK FAMILY A/C>	198,410
PHILIP ALAN WEEKS + JENNIFER LYNN WEEKS +SIMON JEREMY KEMBER<P AND J WEEKS FAMILY A/C>	252,038
DAVID LLYWELYN DAVIES-PAYNE +MARIANNE LOUISE SCOTT +RICHARD JOHN BURRELL<DAVIES-PAYNE AND SCOTT FAMILY A/C>	175,642
PENELOPE SUSAN ALEXANDRA THOMSON + ANDREW GRAHAM BARRIE MORTIMER + MARIA JEAN DEW<MORTIMER FAMILY A/C>	167,150
CHRISTOPHER JOSEPH OCCLESHAW +OCCLESHAW TRUSTEE COMPANY LIMITED<OCCLESHAW FAMILY A/C>	99,219
SALLY ELIZABETH ANNE URRY +CHRISTOPHER KEVIN URRY + FRASER DONALD FINLAYSON-URRY FAMILY A/C>	171,597
GRAEME DAVID ANDERSON	160,882
LINDA MARY ASHLEY +PETER CLYDE REINSFIELD +FM TRUSTEES 243 LIMITED<STONEY RIVER A/C>	99,219
ATARAXIS PERINATAL LIMITED	152,846
MELANIE JANE REES +DAVID JOHN REES +ROBERTA REES<MELANIE REES FAMILY A/C>	152,846
SALLY ANN VOGEL +RICHARD HAUGHTON DAYSHAR GILES	126,032
KATHERINE ANN BALLANTYNE WOOD + JOSHUA NICHOLAS WOOD +B&M TRUSTEES NZ LIMITED<WOOD FAMILY A/C>	80,441
HENRY CHI KIT KWOK + EUNICIA ONG TAN	80,441
RANGITOTO RADIOLOGY LIMITED	80,441
CT MEDICAL CONSULTING LIMITED	80,441
GARNET CHRISTOPHER VAUGHAN TREGONNING	107,238
RAYMOND JAMES TAI	107,238
STEFAN BREW	28,146
DAVID CRANFIELD, CARLIE EVE AND ANTHONY OLLIFF ATF THE VERONA TRUST	19,190
DREAMBREAK PTY LTD	25,587
AM MCNAMEE INVESTMENTS PTY LTD ATF MCNAMEE MEYERS FAMILY TRUST	63,967
TEN TALENTS INVESTMENTS PTY LTD ATF TEN TALENETS INVESTMENT TRUST	21,749
ANTHONY CARDIN	23,028
MRS PRADNYA GAIKWAD ATF MAPLE TREE TRUST	38,380
YU MIN TANG	51,174
ANITA MCNAMEE	127,934
ANAND BANDERAO GAIKWAD	76,760
	<u>26,127,822</u>

Appendix B – Listing of Restriction Deeds - collectively Ascot Restriction Deeds

Vendors - Attachment 1

Dr Tai - Attachment 2

Dr Tregonning- Attachment 3

Vendors - Attachment 1



HERBERT
SMITH
FREEHILLS

Deed

Restriction deed

Each party named as a Shareholder in Schedule 1

Each party named as a Controller in Schedule 1

Integral Diagnostics Limited

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Restriction deed

Date ► 1 September 2020

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 (Company)
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Shareholders	Each party named as a Shareholder in Schedule 1 (each a Shareholder)
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Controllers	Each party named as a Controller in Schedule 1 (each a Controller)
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Recitals	<ol style="list-style-type: none">1 In connection with the Transaction, each Shareholder and Controller agrees to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.2 The Shareholders and Controllers will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.
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This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

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

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
Completion Date	the date the Transaction is completed.
Controller Interest	in respect of the Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <ol style="list-style-type: none">1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;2 create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;

Term	Meaning
	<p>3 enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest;</p> <p>4 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or</p> <p>5 agree to do any of these things.</p> <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date the Restricted Shares are issued to the Shareholder under a Sale Agreement, until the earlier of (i) the date that is 5 years after the Completion Date and (ii) the date that this deed is validly terminated in accordance with its terms.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Group	the Company and all of its subsidiaries from time to time and Group Company means any one of them.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

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



Term	Meaning
Sale Agreement	the sale and purchase agreement entered into by the Company and others in relation to the sale and purchase of all of the issued share capital in Ascot Radiology Limited.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
Trading Day	a 'trading day' as defined in the Listing Rules.
Transaction	the sale of all of the issued share capital in Ascot Radiology Limited in accordance with the Sale Agreement.

1.2 Interpretation

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

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

1.3 Compliance with Listing Rules

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

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;



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

2 Escrow

2.1 Shareholder restrictions during Escrow Period

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

2.2 Controller restrictions during Escrow Period

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

2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Shareholder the Restricted Shares will be registered and held for the Shareholder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Shareholder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

3 Release and exceptions

3.1 Release from Dealing restrictions

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

3.2 General exceptions

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

3.3 Notice

If a Shareholder or Controller becomes aware:

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

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

4 Warranties and acknowledgment

4.1 Giving of warranties

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

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

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

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

4.2 Acknowledgment

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

4.3 Survival of representations and warranties

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

5 Termination

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

6 Consequences of breaching this deed

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



- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each Shareholder and Controller agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

7 Notices

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

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

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

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting



Method of giving Notice	When Notice is regarded as given and received
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

8 General

8.1 Governing law and jurisdiction

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

8.2 Amendment

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

8.3 Counterparts

This deed may be executed in any number of counterparts.

8.4 Further assurances

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

8.5 Time of Essence

Time is of the essence in this deed.



Schedule 1

Shareholders, Controllers and Restricted Shares

Shareholder	Controller (‘N/A’ if none)	Restricted Shares in the period from the Completion Date until (but excluding) the date falling three years after the Completion Date	Restriction Shares in the period from the date falling three years after the Completion Date until (but excluding) the date falling four years after the Completion Date	Restriction Shares in the period from the date falling four years after the Completion Date until (but excluding) the date falling five years after the Completion Date
David Richard Rogers Susan Jane Rogers Geoffrey Alexander Hamilton <i>each in their capacity as a trustee of the Chamonix Trust</i>	David Richard Rogers	301,647	201,098	100,549
David Grant Milne Margot Florence Edwards Geoffrey Alexander Hamilton <i>each in their capacity as a trustee of the Milne Edwards Trust</i>	David Grant Milne	301,647	201,098	100,549



Anthony James Doyle	Anthony James Doyle	198,410	132,273	66,137
Jane Elizabeth Ruck				
David Geoffrey Ruck				
<i>each in their capacity as a trustee of the AJ Doyle and JE Ruck Family Trust</i>				
Philip Alan Weeks	Philip Alan Weeks	252,038	168,025	84,013
Jennifer Lynn Weeks				
Simon Jeremy Kember				
<i>each in their capacity as a trustee of the P and J Weeks Family Trust</i>				
David Llywelyn Davies-Payne	David Llywelyn Davies-Payne	175,642	117,095	58,547
Marianne Louise Scott				
Richard John Burrell				
<i>each in their capacity as a trustee of the Davies-Payne and Scott Family Trust</i>				
Penelope Susan Alexandra Thomson	Penelope Susan Alexandra Thomson	167,150	111,433	55,717
Andrew Graham Barrie Mortimer				
Maria Jean Dew				
<i>each in their capacity as a trustee of the Mortimer Family Trust</i>				



Christopher Joseph Occleshaw Occleshaw Trustee Company Limited <i>each in their capacity as a trustee of the Occleshaw Family Trust</i>	Christopher Joseph Occleshaw	99,219	66,146	33,073
Sally Elizabeth Anne Urry Christopher Kevin Urry Fraser Donald Finlayson <i>each in their capacity as a trustee of the Urry Family Trust</i>	Sally Elizabeth Anne Urry	171,597	114,398	57,199
Graeme David Anderson	N/A	160,882	107,255	53,627
Linda Mary Ashley Peter Clyde Reinsfield FM Trustees 243 Limited <i>each in their capacity as a trustee of the Stoney River Trust</i>	Linda Mary Ashley	99,219	66,146	33,073
Ataraxis Perinatal Limited	Emma Clare Parry	152,846	101,897	50,949



Melanie Jane Rees	Melanie Jane Rees	152,846	101,897	50,949
David John Rees				
Roberta Rees				
<i>each in their capacity as a trustee of the Melanie Rees Family Trust</i>				
Sally Ann Vogel	Sally Ann Vogel	126,032	84,021	42,011
Richard Haughton				
Dayshar Giles				
Katherine Ann Ballantyne Wood	Katherine Ann Ballantyne Wood	80,441	53,627	26,814
Joshua Nicholas Wood				
B&M Trustees NZ Limited				
<i>each in their capacity as a trustee of the Wood Family Trust</i>				
Henry Chi Kit Kwok	Henry Chi Kit Kwok	80,441	53,627	26,814
Eunicia Ong Tan				
Rangitoto Radiology Limited	Rebecca Elizabeth Hall	80,441	53,627	26,814
CT Medical Consulting Limited	Christina Tieu	80,441	53,627	26,814

Schedule 2

Exceptions from Dealing restrictions

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

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
Death / permanent incapacity	<p>If applicable, the Shareholder or its Controller:</p> <ol style="list-style-type: none"> 1 dies; 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 Restricted Shares and Controller Interests may be Dealt with.
Board discretion	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, vary the terms on which Restricted Shares and Controller Interests may be Dealt with. However, the Board may not vary the terms on which Restricted Shares and Controller Interests may be Dealt with in a manner that would be less favourable to the Shareholder or its Controller than the terms of this deed.	As determined by the Board.
Granting Security Interests	Any Shareholder or Controller may grant a Security Interest in its Restricted Shares in favour of any bona fide lender to that Shareholder or Controller if the lender enters into a deed with the Company (which the Company must promptly execute) in	100% of Restricted Shares and Controller Interests may be Dealt with.

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
	<p>relation to the relevant Restricted Shares on the same terms as set out in this deed, to take effect from the enforcement of the Security Interest, for the remainder of the Escrow Period.</p>	
Change in trustee	<p>Where the Shareholder or Controller is a trustee of a trust, the Shareholder or Controller may transfer its Restricted Shares to any new or replacement trustee of that trust provided that the new or replacement trustee first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.</p>	<p>100% of Restricted Shares and Controller Interests may be Dealt with.</p>
Transfers to Related Parties	<p>Any Shareholder or Controller may transfer all or any of its Restricted Shares to a Related Party of that Shareholder or Controller provided that the Related Party first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.</p>	<p>100% of Restricted Shares and Controller Interests may be Dealt with.</p>



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

Kirsty Lally
sign here ► _____
Company Secretary/Director

print name Kirsty Lally _____

Ian Kadish
sign here ► _____
Director

print name Ian Kadish _____

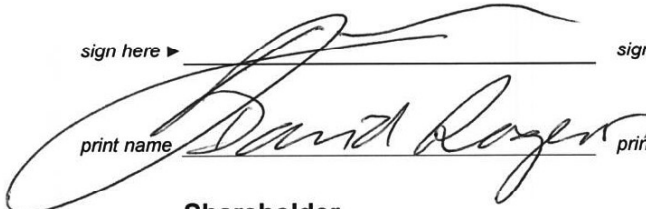


Shareholder

Signed sealed and delivered by
David Richard Rogers in his
capacity as a trustee of the
Chamonix Trust

in the presence of

sign here ▶


print name David Rogers

sign here ▶


Witness

print name

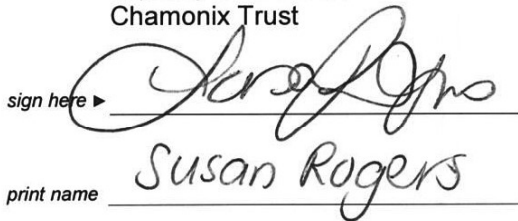
SIMONE BOWDEN

Shareholder

Signed sealed and delivered by
Susan Jane Rogers in her
capacity as a trustee of the
Chamonix Trust

in the presence of

sign here ▶


print name Susan Rogers

sign here ▶


Witness

print name


SIMONE BOWDEN

Shareholder

Signed sealed and delivered by
Geoffrey Alexander Hamilton in
his capacity as a trustee of the
Chamonix Trust

in the presence of

sign here ▶


print name G. A. HAMILTON

sign here ▶


Witness

print name

J. E. HAMILTON




Shareholder

Signed sealed and delivered by
David Grant Milne in his capacity
as a trustee of the Milne Edwards
Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name David Milne

print name SIMONE BOWDEN

Shareholder

Signed sealed and delivered by
Margot Florence Edwards in her
capacity as a trustee of the Milne
Edwards Trust

in the presence of

sign here ► 

sign here ► 
Witness

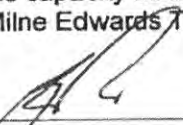
print name MARGOT F. EDWARDS

print name SIMONE BOWDEN

Shareholder

Signed sealed and delivered by
Geoffrey Alexander Hamilton in
his capacity as a trustee of the
Milne Edwards Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name G. A. HAMILTON

print name K. TOPIWALA



Shareholder

Signed sealed and delivered by
Anthony James Doyle in his
capacity as a trustee of the AJ
Doyle and JE Ruck Family Trust

sign here ▶

print name

Anthony James Doyle

in the presence of

sign here ▶

print name

Witness

Daniela Bowers

Shareholder

Signed sealed and delivered by
Jane Elizabeth Ruck in her
capacity as a trustee of the AJ
Doyle and JE Ruck Family Trust

sign here ▶

print name

Jane Elizabeth Ruck

in the presence of

sign here ▶

print name

Witness

HELEN SCHNABEL

Shareholder

Signed sealed and delivered by
David Geoffrey Ruck in his
capacity as a trustee of the AJ
Doyle and JE Ruck Family Trust

sign here ▶

print name

in the presence of

sign here ▶

print name

Witness



Shareholder

Signed sealed and delivered by
Anthony James Doyle in his
capacity as a trustee of the AJ
Doyle and JE Ruck Family Trust

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Shareholder

Signed sealed and delivered by
Jane Elizabeth Ruck in her
capacity as a trustee of the AJ
Doyle and JE Ruck Family Trust

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Shareholder

Signed sealed and delivered by
David Geoffrey Ruck in his
capacity as a trustee of the AJ
Doyle and JE Ruck Family Trust

in the presence of

sign here ► _____ sign here ► _____
Witness

print name David Geoffrey Ruck print name _____

Alfred D Harford
Lawyer
Malloy Goodwin Harford
Auckland



Shareholder

Signed sealed and delivered by
Philip Alan Weeks in his capacity
as a trustee of the P and J Weeks
Family Trust

sign here ▶

sign here ▶

in the presence of

Witness

print name

Philip Alan Weeks

print name

Sarah Kember

Shareholder

Signed sealed and delivered by
Jennifer Lynn Weeks in her
capacity as a trustee of the P and
J Weeks Family Trust

sign here ▶

sign here ▶

in the presence of

Witness

print name

Jennifer Lynn Weeks

print name

Sarah Kember

Shareholder

Signed sealed and delivered by
Simon Jeremy Kember in his
capacity as a trustee of the P and
J Weeks Family Trust

sign here ▶

sign here ▶

in the presence of

Witness

print name

Simon Jeremy Kember

print name

Sarah Kember



HERBERT
SMITH
FREEHILLS

Signing page

Shareholder

Signed sealed and delivered by
David Llywelyn Davies-Payne in
his capacity as a trustee of the
Davies-Payne and Scott Family
Trust

sign here ▶ *D. Llywelyn Davies-Payne*

print name DAVID DAVIES-PAYNE

in the presence of

sign here ▶ *[Signature]*

Witness
print name DAVID DUNCAN

Shareholder

Signed sealed and delivered by
Marianne Louise Scott in her
capacity as a trustee of the
Davies-Payne and Scott Family
Trust

sign here ▶ *M Scott*

print name MARIANNE SCOTT

in the presence of

sign here ▶ *[Signature]*

Witness
print name DAVID DUNCAN

Shareholder

Signed sealed and delivered by
Richard John Burrell in his
capacity as a trustee of the
Davies-Payne and Scott Family
Trust

sign here ▶ *[Signature]*

print name Richard Burrell

in the presence of

sign here ▶ *[Signature]*

Witness
print name Margaret Anderson

**Legal Secretary
Auckland**



Shareholder

Signed sealed and delivered by
**Penelope Susan Alexandra
Thomson** in her capacity as a
trustee of the Mortimer Family
Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name Penelope Susan Alexandra
Thomson

print name MARK PARRIS

Shareholder

Signed sealed and delivered by
Andrew Graham Barrie Mortimer
in his capacity as a trustee of the
Mortimer Family Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name Andrew Mortimer

print name MARK PARRIS

Shareholder

Signed sealed and delivered by
Maria Jean Dew in her capacity
as a trustee of the Mortimer Family
Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name MARIA JEAN DEW

print name MARK PARRIS



Shareholder

Signed sealed and delivered by
Christopher Joseph Occleshaw
in his capacity as a trustee of the
Occleshaw Family Trust

in the presence of

sign here ▶ *C. J. Occleshaw*

sign here ▶ *M. C. Harrod*
Witness

print name C. J. OCCLESHAW

print name MARIA C HARROD

Shareholder

Signed sealed and delivered by
**Occleshaw Trustee Company
Limited** in its capacity as a trustee
of the Occleshaw Family Trust
by

in the presence of

sign here ▶ *C. J. Occleshaw*
Director

sign here ▶ *M. C. Harrod*
Witness

print name C. J. OCCLESHAW

print name MARIA C HARROD



Shareholder

Signed sealed and delivered by
Sally Elizabeth Anne Urry in her
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► *Sally E A Urry*

sign here ► *Simone Bowden*
Witness

print name SALLY ELIZABETH ANNE URRY

print name SIMONE BOWDEN

Shareholder

Signed sealed and delivered by
Christopher Kevin Urry in his
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► *Christopher Kevin Urry*

sign here ► *Simone Bowden*
Witness

print name Christopher Kevin Urry

print name SIMONE BOWDEN

Shareholder

Signed sealed and delivered by
Fraser Donald Finlayson in his
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Graeme David Anderson

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Shareholder

Signed sealed and delivered by
Sally Elizabeth Anne Urry in her
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Christopher Kevin Urry in his
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Fraser Donald Finlayson in his
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Fraser Donald Finlayson

print name John Stephens

Shareholder

Signed sealed and delivered by
Graeme David Anderson

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Shareholder

Signed sealed and delivered by
Sally Elizabeth Anne Urry in her
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► _____

sign here ► _____

Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Christopher Kevin Urry in his
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► _____

sign here ► _____

Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Fraser Donald Finlayson in his
capacity as a trustee of the Urry
Family Trust

in the presence of

sign here ► _____

sign here ► _____

Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Graeme David Anderson

in the presence of

sign here ► 

sign here ► 

Witness

print name Graeme Anderson

print name Simone Oldham



Shareholder

Signed sealed and delivered by
Linda Mary Ashley in her
capacity as a trustee of the Stoney
River Trust

in the presence of

sign here ►

sign here ►

Witness

print name

Linda Mary Ashley

print name

Scott Elwarth

Shareholder

Signed sealed and delivered by
Peter Clyde Reinsfield in his
capacity as a trustee of the Stoney
River Trust

in the presence of

sign here ►

sign here ►

Witness

print name

Peter Clyde Reinsfield

print name

Scott Elwarth.

Shareholder

Signed sealed and delivered by
FM Trustees 243 Limited in its
capacity as a trustee of the Stoney
River Trust
by

sign here ►

Director

sign here ►

Director

print name

Linda Mary Ashley

print name

Peter Clyde Reinsfield

Shareholder

Signed sealed and delivered by
Ataraxis Perinatal Limited
by

in the presence of

sign here ►

sign here ►

Witness

print name

print name



HERBERT
SMITH
FREEHILLS

Signing page

Shareholder

Signed sealed and delivered by
Linda Mary Ashley in her
capacity as a trustee of the Stoney
River Trust

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Shareholder

Signed sealed and delivered by
Peter Clyde Reinsfield in his
capacity as a trustee of the Stoney
River Trust

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Shareholder

Signed sealed and delivered by
FM Trustees 243 Limited in its
capacity as a trustee of the Stoney
River Trust
by

sign here ► _____ sign here ► _____
Director Director

print name _____ print name _____

Shareholder

Signed sealed and delivered by
Ataraxis Perinatal Limited
by

in the presence of

sign here ►  sign here ► 
Witness


print name E.C. PARRY. print name Nigel Evans.

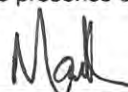


Shareholder

Signed sealed and delivered by
Melanie Jane Rees in her
capacity as a trustee of the
Melanie Rees Family Trust

in the presence of

sign here ► 

sign here ► 
Witness

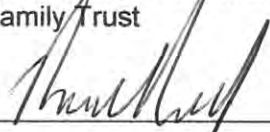
print name Melanie Jane Rees


print name MATTHEW ALFRED CLARK

Shareholder

Signed sealed and delivered by
David John Rees in his capacity
as a trustee of the Melanie Rees
Family Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name DAVID REES


print name Janine Rees

Shareholder

Signed sealed and delivered by
Roberta Rees in her capacity as a
trustee of the Melanie Rees Family
Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name ROBERTA REES

print name MATTHEW ALFRED CLARK



Shareholder

Signed sealed and delivered by
Sally Ann Vogel

sign here ▶

Sally Ann Vogel

sign here ▶

in the presence of

D Hope
Witness

print name

SALLY ANN VOGEL

print name

Dorothy Jane Hope

Shareholder

Signed sealed and delivered by
**Richard Haughton Dayshar
Giles**

sign here ▶

Rich Giles

sign here ▶

in the presence of

D Hope
Witness

print name

Richard Giles

print name

Dorothy Jane Hope



Shareholder

Signed sealed and delivered by
Katherine Ann Ballantyne Wood
in her capacity as a trustee of the
Wood Family Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name Katherine wood

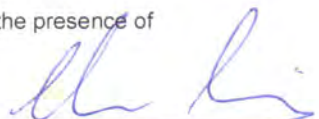
print name Chris Craig

Shareholder

Signed sealed and delivered by
Joshua Nicholas Wood in his
capacity as a trustee of the Wood
Family Trust

in the presence of

sign here ► 

sign here ► 
Witness

print name JOSHUA WOOD

print name Chris Craig

Shareholder

Signed sealed and delivered by
B&M Trustees NZ Limited in its
capacity as a trustee of the Wood
Family Trust
by

in the presence of

sign here ► _____
Director

sign here ► _____
Witness

print name _____

print name _____



Shareholder

Signed sealed and delivered by
Katherine Ann Ballantyne Wood
in her capacity as a trustee of the
Wood Family Trust

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Joshua Nicholas Wood in his
capacity as a trustee of the Wood
Family Trust

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

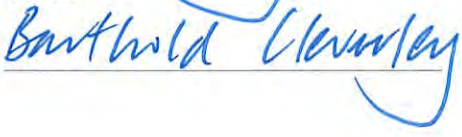
Shareholder

Signed sealed and delivered by
B&M Trustees NZ Limited in its
capacity as a trustee of the Wood
Family Trust
by

in the presence of

sign here ► 
Director

sign here ► 
Witness

print name 

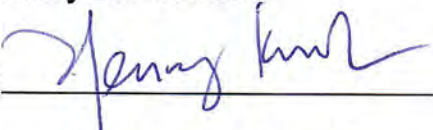
print name _____

John W Hart
Barrister
PO Box 6011
Auckland
NEW ZEALAND



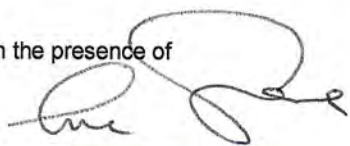
Shareholder

Signed sealed and delivered by
Henry Chi Kit Kwok

sign here ► 

print name HENRY KWOK


in the presence of

sign here ► 
Witness

print name Shane Greaves

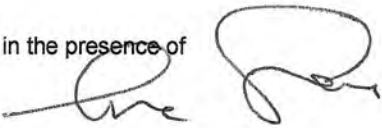
Shareholder

Signed sealed and delivered by
Eunicia Ong Tan

sign here ► 

print name EUNICIA TAN

in the presence of

sign here ► 
Witness

print name Shane Greaves

Shareholder

Signed sealed and delivered by
Rangitoto Radiology Limited
by

sign here ► _____
Director

print name _____

in the presence of

sign here ► _____
Witness

print name _____

Shareholder

Signed sealed and delivered by
CT Medical Consulting Limited
by

sign here ► _____
Director

print name _____

in the presence of

sign here ► _____
Witness

print name _____



Shareholder

Signed sealed and delivered by
Henry Chi Kit Kwok

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Shareholder

Signed sealed and delivered by
Eunicia Ong Tan

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Shareholder

Signed sealed and delivered by
Rangitoto Radiology Limited
by

in the presence of

sign here ► _____ sign here ► _____
Director Witness

print name Rebecca Hall print name PETER MESUN

Shareholder

Signed sealed and delivered by
CT Medical Consulting Limited
by

in the presence of

sign here ► _____ sign here ► _____
Director Witness

print name _____ print name _____



Shareholder

Signed sealed and delivered by
Henry Chi Kit Kwok

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Eunicia Ong Tan

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
Rangitoto Radiology Limited
by

in the presence of

sign here ► _____
Director

sign here ► _____
Witness

print name _____

print name _____

Shareholder

Signed sealed and delivered by
CT Medical Consulting Limited
by

in the presence of

sign here ► _____
Director

sign here ► _____
Witness

print name CHRISTINA TIEN

print name CHENGA CHAN CHONG



HERBERT
SMITH
FREEHILLS

Signing page

Controller

Signed sealed and delivered by
David Richard Rogers

in the presence of

sign here ►

sign here ►

Witness

print name

print name

Controller

Signed sealed and delivered by
David Grant Milne

in the presence of

sign here ►

sign here ►

Witness

print name

print name

Controller

Signed sealed and delivered by
Anthony James Doyle

in the presence of

sign here ►

sign here ►

Witness

print name

print name

Controller

Signed sealed and delivered by
Philip Alan Weeks

in the presence of

sign here ►

sign here ►

Witness

print name

print name



Controller

Signed sealed and delivered by
David Richard Rogers



in the presence of

sign here ► _____ sign here ► _____
print name _____ print name _____
Witness

Controller

Signed sealed and delivered by
David Grant Milne

in the presence of

sign here ►  sign here ► 
print name David Milne print name SIMONE BORDEN
Witness

Controller

Signed sealed and delivered by
Anthony James Doyle

in the presence of

sign here ► _____ sign here ► _____
print name _____ print name _____
Witness

Controller

Signed sealed and delivered by
Philip Alan Weeks

in the presence of

sign here ► _____ sign here ► _____
print name _____ print name _____
Witness



Controller

Signed sealed and delivered by
David Richard Rogers

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

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Controller

Signed sealed and delivered by
David Grant Milne

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Anthony James Doyle

in the presence of

sign here ► _____

sign here ► _____
Witness

print name *Anthony James Doyle*

print name *Barbara Rowley*

Controller

Signed sealed and delivered by
Philip Alan Weeks

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Controller

Signed sealed and delivered by
David Richard Rogers

in the presence of

sign here ► _____

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Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
David Grant Milne

in the presence of

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Witness

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Controller

Signed sealed and delivered by
Anthony James Doyle

in the presence of

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Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Philip Alan Weeks

in the presence of

sign here ► _____

sign here ► _____
Witness

print name PHILIP ALAN WEEKS

print name Sarah Kember



HERBERT
SMITH
FREEHILLS

Signing page

Controller

Signed sealed and delivered by
David Llywelyn Davies-Payne

in the presence of

sign here ► *D. Llywelyn Davies-Payne*

sign here ► *[Signature]*
Witness

print name DAVID DAVIES-PAYNE

print name DI. DAVID DUNCAN

Controller

Signed sealed and delivered by
**Penelope Susan Alexandra
Thomson**

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Christopher Joseph Occleshaw

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Sally Elizabeth Anne Urry

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Controller

Signed sealed and delivered by
David Llywelyn Davies-Payne

in the presence of

sign here ▶

sign here ▶

Witness

print name

print name

Controller

Signed sealed and delivered by
**Penelope Susan Alexandra
Thomson**

in the presence of

sign here ▶

sign here ▶

Witness

print name

print name

Controller

Signed sealed and delivered by
Christopher Joseph Occleshaw

in the presence of

sign here ▶

sign here ▶

Witness

print name

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Controller

Signed sealed and delivered by
Sally Elizabeth Anne Urry

in the presence of

sign here ▶

sign here ▶

Witness

print name

print name



Controller

Signed sealed and delivered by
David Llywelyn Davies-Payne

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
**Penelope Susan Alexandra
Thomson**

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Christopher Joseph Occleshaw

in the presence of

sign here ► C. J. Occleshaw

sign here ► Maria C Harrod
Witness

print name C. J. OCCLESHAW

print name MARIA C HARROD

Controller

Signed sealed and delivered by
Sally Elizabeth Anne Urry

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Controller

Signed sealed and delivered by
David Llywelyn Davies-Payne

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Penelope Susan Alexandra Thomson

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Christopher Joseph Occleshaw

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Sally Elizabeth Anne Urry

in the presence of

sign here ► Sally Elizabeth Anne Urry

sign here ► Simone Bowden
Witness

print name SALLY ELIZABETH ANNE
URRY

print name SIMONE BOWDEN



Controller

Signed sealed and delivered by
Linda Mary Ashley

in the presence of

sign here ► 

sign here ► 
Witness

print name Linda Mary Ashley print name Brian Wood

Controller

Signed sealed and delivered by
Emma Clare Parry

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____ print name _____

Controller

Signed sealed and delivered by
Melanie Jane Rees

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____ print name _____

Controller

Signed sealed and delivered by
Sally Ann Vogel

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____ print name _____



HERBERT
SMITH
FREEHILLS

Signing page

Controller

Signed sealed and delivered by
Linda Mary Ashley

in the presence of

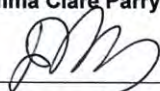

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Controller

Signed sealed and delivered by
Emma Clare Parry

in the presence of

sign here ►  _____ sign here ►  _____
Witness

print name E.C. PARRY. print name Nicole Evans

Controller

Signed sealed and delivered by
Melanie Jane Rees

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____

Controller

Signed sealed and delivered by
Sally Ann Vogel

in the presence of

sign here ► _____ sign here ► _____
Witness

print name _____ print name _____



Controller

Signed sealed and delivered by
Linda Mary Ashley

in the presence of

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Witness

print name _____

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Controller

Signed sealed and delivered by
Emma Clare Parry

in the presence of

sign here ► _____

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Witness

print name _____

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Controller

Signed sealed and delivered by
Melanie Jane Rees

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Melanie Jane Rees

print name MATTHEW ALFRED CREEK

Controller

Signed sealed and delivered by
Sally Ann Vogel

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Controller

Signed sealed and delivered by
Linda Mary Ashley

in the presence of

sign here ► _____

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Witness

print name _____

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Controller

Signed sealed and delivered by
Emma Clare Parry

in the presence of

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Witness

print name _____

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Controller

Signed sealed and delivered by
Melanie Jane Rees

in the presence of

sign here ► _____

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Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Sally Ann Vogel

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Controller

Signed sealed and delivered by
Katherine Ann Ballantyne Wood

in the presence of

sign here ►

sign here ►

Witness

print name

Katherine wood

print name

Chris Craig

Controller

Signed sealed and delivered by
Henry Chi Kit Kwok

in the presence of

sign here ►

sign here ►

Witness

print name

print name

Controller

Signed sealed and delivered by
Rebecca Elizabeth Hall

in the presence of

sign here ►

sign here ►

Witness

print name

print name

Controller

Signed sealed and delivered by
Christina Tieu

in the presence of

sign here ►

sign here ►

Witness

print name

print name



Controller

Signed sealed and delivered by
Katherine Ann Ballantyne Wood

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Henry Chi Kit Kwok

in the presence of

sign here ► 

sign here ► 
Witness

print name **HENRY KWOK**

print name **Shane Greaves,**

Controller

Signed sealed and delivered by
Rebecca Elizabeth Hall

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Christina Tieu

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Controller

Signed sealed and delivered by
Katherine Ann Ballantyne Wood

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

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Controller

Signed sealed and delivered by
Henry Chi Kit Kwok

in the presence of

sign here ► _____

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Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Rebecca Elizabeth Hall

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Rebecca Hall

print name PETER MISON

Controller

Signed sealed and delivered by
Christina Tieu

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Controller

Signed sealed and delivered by
Katherine Ann Ballantyne Wood

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____

Controller

Signed sealed and delivered by
Henry Chi Kit Kwok

in the presence of

sign here ► _____

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Witness

print name _____

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Controller

Signed sealed and delivered by
Rebecca Elizabeth Hall

in the presence of

sign here ► _____

sign here ► _____
Witness

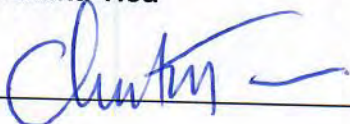
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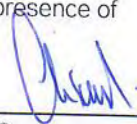
print name _____

Controller

Signed sealed and delivered by
Christina Tieu

in the presence of

sign here ► 

sign here ► 
Witness

print name CHRISTINA TIEU

print name CHENG CHIAO GAO

Dr Tai - Attachment 2



HERBERT
SMITH
FREEHILLS

Deed

Restriction deed

Raymond James Tai

Each party named as a Controller in Schedule 1

Integral Diagnostics Limited

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Restriction deed

Date ► 20 August 2020

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	Raymond James Tai of Flat 2, 7 Ridings Road, Remuera, Auckland, New Zealand. (Shareholder)
-------------	---

Controllers	Each party named as a Controller in Schedule 1 (each a Controller)
-------------	---

Recitals	<ol style="list-style-type: none">1 In connection with the Transaction, 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 Controllers 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.
Completion Date	the date the Transaction is completed.
Controller Interest	in respect of the Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <ol style="list-style-type: none">1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;2 create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;

Term	Meaning
	<p>3 enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest;</p> <p>4 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or</p> <p>5 agree to do any of these things.</p> <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date the Restricted Shares are issued to the Shareholder under the Subscription Agreement, until the earlier of (i) the date that is 5 years after the Completion Date and (ii) the date that this deed is validly terminated in accordance with its terms.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Group	the Company and all of its subsidiaries from time to time and Group Company means any one of them.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

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

Term	Meaning
Sale Agreement	the sale and purchase agreement entered into by the Company and others in relation to the sale and purchase of all of the issued share capital in Ascot Radiology Limited.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none"> reserved in or over an interest in any securities including, but not limited to, any retention of title; created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
Subscription Agreement	the agreement between the Shareholder and the Company dated on or about the date of this deed pursuant to which the Shareholder is issued fully paid ordinary shares in the Company.
Trading Day	a 'trading day' as defined in the Listing Rules.
Transaction	the sale of all of the issued share capital in Ascot Radiology Limited in accordance with the Sale Agreement.

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

3.2 General exceptions

- (a) During the Escrow Period, a Shareholder or Controller may Deal in any of its Restricted Shares and Controller Interests if the Dealing arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares provided that the holders of at least half of the Shares that are not subject to any Restriction Deed, and to which the offers under the bid relate, have accepted the bid;
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (3) any Dealing that is in connection with an:
 - (A) equal access share buyback;
 - (B) equal capital return; or
 - (C) equal capital reduction,in each case, made in accordance with the Corporations Act; or
 - (4) a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) If either of the events described in clauses 3.2(a)(1) or 3.2(a)(2) occur, and if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement for any reason, then 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, each Shareholder and Controller warrants and represents in favour of the Company that the following is true and correct as at the date of this deed and at all times until the expiry of the Escrow Period (except as expressly provided for below):

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

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

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

4.2 Acknowledgment

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

4.3 Survival of representations and warranties

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

5 Termination

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

6 Consequences of breaching this deed

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



- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each Shareholder and Controller agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

7 Notices

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

Party	Notice details
Shareholder	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.
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	Attention: Chief Executive Officer and Company Secretary Address: Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 Email: ikadish@idxgroup.com.au and klally@idxgroup.com.au

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

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting



Method of giving Notice	When Notice is regarded as given and received
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

8 General

8.1 Governing law and jurisdiction

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

8.2 Amendment

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

8.3 Counterparts

This deed may be executed in any number of counterparts.

8.4 Further assurances

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

8.5 Time of Essence

Time is of the essence in this deed.



Schedule 1

Shareholder, Controllers and Restricted Shares

Shareholder	Controller (‘N/A’ if none)	Restricted Shares in the period from the Completion Date until (but excluding) the date falling three years after the Completion Date	Restriction Shares in the period from the date falling three years after the Completion Date until (but excluding) the date falling four years after the Completion Date	Restriction Shares in the period from the date falling four years after the Completion Date until (but excluding) the date falling five years after the Completion Date
Raymond James Tai	N/A	107,238	71,492	35,746

Schedule 2

Exceptions from Dealing restrictions

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

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
Death / permanent incapacity	<p>If applicable, the Shareholder or its Controller:</p> <ol style="list-style-type: none"> 1 dies; 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 Restricted Shares and Controller Interests may be Dealt with.
Board discretion	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, vary the terms on which Restricted Shares and Controller Interests may be Dealt with. However, the Board may not vary the terms on which Restricted Shares and Controller Interests may be Dealt with in a manner that would be less favourable to the Shareholder or its Controller than the terms of this deed.	As determined by the Board.
Granting Security Interests	The Shareholder or a Controller may grant a Security Interest in its Restricted Shares in favour of any bona fide lender to that Shareholder or Controller if the lender enters into a deed with the Company (which the Company must promptly execute) in	100% of Restricted Shares and Controller Interests may be Dealt with.

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
	<p>relation to the relevant Restricted Shares on the same terms as set out in this deed, to take effect from the enforcement of the Security Interest, for the remainder of the Escrow Period.</p>	
<p>Change in trustee</p>	<p>Where the Shareholder or Controller is a trustee of a trust, the Shareholder or Controller may transfer its Restricted Shares to any new or replacement trustee of that trust provided that the new or replacement trustee first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.</p>	<p>100% of Restricted Shares and Controller Interests may be Dealt with.</p>
<p>Transfers to Related Parties</p>	<p>The Shareholder or a Controller may transfer all or any of its Restricted Shares to a Related Party of that Shareholder or Controller provided that the Related Party first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.</p>	<p>100% of Restricted Shares and Controller Interests may be Dealt with.</p>



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

Kirsty Lally
sign here ► _____
Company Secretary/Director

print name _____ Kirsty Lally

Ian Kadish
sign here ► _____
Director

print name _____ Ian Kadish

Shareholder

Signed sealed and delivered by
Raymond James Tai

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ►

Company Secretary/Director

sign here ►

Director

print name

print name

Shareholder

Signed sealed and delivered by
Raymond James Tai

in the presence of

sign here ►



sign here ►



Witness

print name

Raymond James Tai

print name

Timothy Andrew Tubman
Solicitor
AUCKLAND

Dr Tregonning - Attachment 3



HERBERT
SMITH
FREEHILLS

Deed

Restriction deed

Garnet Christopher Vaughan Tregonning

Each party named as a Controller in Schedule 1

Integral Diagnostics Limited

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Restriction deed

Date ► 21 August 2020

Between the parties

Company	Integral Diagnostics Limited ABN 55 130 832 816 of Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 (Company)
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Shareholder	Garnet Christopher Vaughan Tregonning of 71 Wellpark Ave, Grey Lynn, Auckland, New Zealand (Shareholder)
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Controllers	Each party named as a Controller in Schedule 1 (each a Controller)
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Recitals	<ol style="list-style-type: none">1 In connection with the Transaction, 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 Controllers 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.
Completion Date	the date the Transaction is completed.
Controller Interest	in respect of the Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	<p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <ol style="list-style-type: none">1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;2 create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;

Term	Meaning
	<p>3 enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest;</p> <p>4 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or</p> <p>5 agree to do any of these things.</p> <p>Deal and Dealt each have a corresponding meaning.</p>
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date the Restricted Shares are issued to the Shareholder under the Subscription Agreement, until the earlier of (i) the date that is 5 years after the Completion Date and (ii) the date that this deed is validly terminated in accordance with its terms.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Group	the Company and all of its subsidiaries from time to time and Group Company means any one of them.
Holding Lock	has the meaning in Section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing Rules	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.

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

Term	Meaning
Sale Agreement	the sale and purchase agreement entered into by the Company and others in relation to the sale and purchase of all of the issued share capital in Ascot Radiology Limited.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none"> reserved in or over an interest in any securities including, but not limited to, any retention of title; created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.
Settlement Operating Rules	the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
Subscription Agreement	the agreement between the Shareholder and the Company dated on or about the date of this deed pursuant to which the Shareholder is issued fully paid ordinary shares in the Company.
Trading Day	a 'trading day' as defined in the Listing Rules.
Transaction	the sale of all of the issued share capital in Ascot Radiology Limited in accordance with the Sale Agreement.

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

3.2 General exceptions

- (a) During the Escrow Period, a Shareholder or Controller may Deal in any of its Restricted Shares and Controller Interests if the Dealing arises solely as a result of:
 - (1) the acceptance of a bona fide third party takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares provided that the holders of at least half of the Shares that are not subject to any Restriction Deed, and to which the offers under the bid relate, have accepted the bid;
 - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (3) any Dealing that is in connection with an:
 - (A) equal access share buyback;
 - (B) equal capital return; or
 - (C) equal capital reduction,in each case, made in accordance with the Corporations Act; or
 - (4) a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) If either of the events described in clauses 3.2(a)(1) or 3.2(a)(2) occur, and if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement for any reason, then 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, each Shareholder and Controller warrants and represents in favour of the Company that the following is true and correct as at the date of this deed and at all times until the expiry of the Escrow Period (except as expressly provided for below):

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

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

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

4.2 Acknowledgment

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

4.3 Survival of representations and warranties

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

5 Termination

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

6 Consequences of breaching this deed

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



- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each Shareholder and Controller agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

7 Notices

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

Party	Notice details
Shareholder	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.
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	Attention: Chief Executive Officer and Company Secretary Address: Level 8, 14-20 Blackwood Street, North Melbourne VIC 3051 Email: ikadish@idxgroup.com.au and klally@idxgroup.com.au

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

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting



Method of giving Notice	When Notice is regarded as given and received
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

8 General

8.1 Governing law and jurisdiction

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

8.2 Amendment

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

8.3 Counterparts

This deed may be executed in any number of counterparts.

8.4 Further assurances

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

8.5 Time of Essence

Time is of the essence in this deed.



Schedule 1

Shareholder, Controllers and Restricted Shares

Shareholder	Controller (‘N/A’ if none)	Restricted Shares in the period from the Completion Date until (but excluding) the date falling three years after the Completion Date	Restriction Shares in the period from the date falling three years after the Completion Date until (but excluding) the date falling four years after the Completion Date	Restriction Shares in the period from the date falling four years after the Completion Date until (but excluding) the date falling five years after the Completion Date
Garnet Christopher Vaughan Tregonning	N/A	107,238	71,492	35,746

Schedule 2

Exceptions from Dealing restrictions

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

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

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
	<p>relation to the relevant Restricted Shares on the same terms as set out in this deed, to take effect from the enforcement of the Security Interest, for the remainder of the Escrow Period.</p>	
<p>Change in trustee</p>	<p>Where the Shareholder or Controller is a trustee of a trust, the Shareholder or Controller may transfer its Restricted Shares to any new or replacement trustee of that trust provided that the new or replacement trustee first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.</p>	<p>100% of Restricted Shares and Controller Interests may be Dealt with.</p>
<p>Transfers to Related Parties</p>	<p>The Shareholder or a Controller may transfer all or any of its Restricted Shares to a Related Party of that Shareholder or Controller provided that the Related Party first enters into a deed with the Company (which the Company must promptly execute) in relation to the relevant Restricted Shares on the same terms as set out in this deed.</p>	<p>100% of Restricted Shares and Controller Interests may be Dealt with.</p>



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

Kirsty Lally
sign here ► _____
Company Secretary/~~Director~~

print name _____ Kirsty Lally

Ian Kadish
sign here ► _____
Director

print name _____ Ian Kadish

Shareholder

Signed sealed and delivered by
**Garnet Christopher Vaughan
Tregonning**

in the presence of

sign here ► _____

sign here ► _____
Witness

print name _____

print name _____



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ► _____
Company Secretary/Director

sign here ► _____
Director

print name _____

print name _____

Shareholder

Signed sealed and delivered by
**Garnet Christopher Vaughan
Tregonning**

in the presence of

sign here ► _____

sign here ► _____
Witness

print name Garnet C. Tregonning

print name Cameron Majoribanks

Appendix C - Radiologist Loan Share Scheme and NZ Matching Options Offer Details

Integral Diagnostics Limited FY21 Loan Share Scheme

FY21 Loan Share Scheme In July 2020, Integral Diagnostics Limited (the **Company**) invited eligible radiologists to apply to participate in the FY21 Loan Share Scheme (**Offer**). Offers were made under the Integral Diagnostics Limited Recourse Loan Plan (**Plan**). The terms of Offer are set out below.

Overview of Offer Participants were invited to make a cash contribution of between \$25,000 and \$250,000 toward the acquisition of shares in Integral Diagnostics Limited (**Self-Funded Shares**). Participants were then granted a limited recourse loan from a Group company, which was used to fund the acquisition of two additional shares for every one Self-Funded Share in Integral Diagnostics Limited (**Loan Shares**).

Participants Only Australian-resident radiologists who had been continuously employed with the Company or its related bodies corporate (the **Group**) for 12 months or more were eligible to participate in the Offer.

Share allocation date The allocation date for Self-Funded Shares and Loan Shares was 2 September 2020.

Participants were permitted to withdraw from the Plan prior to the allocation date and withdrawal would take effect no more than 45 days after giving notice.

Loan Share vesting period A vesting period applies to Loan Shares commencing on the allocation date (2 September 2020) and ending on the 4th anniversary of the allocation date (2 September 2024).

Loan repayment date 2 September 2030.

Initial Contribution Amount To participate, eligible employees were required to pay an amount between \$25,000 and \$250,000 (**Initial Contribution Amount**), toward the acquisition of shares in the Company before 28 August 2020.

Self-Funded Share terms **Allocation of Self-Funded Shares**

The number of Self-Funded Shares allocated to each participant was the value of the participant's Initial Contribution divided by the volume weighted average price of the Company's shares traded on the ASX on the 30 trading days up to 30 August 2020. The Acquisition Price was \$3.9083.

Holders of Self-Funded Shares

Self-Funded Shares can be held directly by participants, or participants could nominate that an immediate family member, a corporate trustee or self-managed superannuation fund of which the participant is a director, or a company whose members comprise only the participant or their immediate family members, hold the Self-Funded Shares.

Holding Lock

Subject to the Board's discretion, dealing in Self-Funded Shares is restricted and the Self-Funded Shares are subject to a holding lock. Once this holding lock has been lifted, participants will be entitled to deal with the Shares subject to the Company's Securities Dealing Policy. The holding lock will apply until the earlier of a participant's cessation of employment with the Group or the time set out below:

- 25% of the Self-Funded Shares to be released from holding lock on 2 September 2021, being the 1st anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 2 September 2022, being the 2nd anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 2 September 2023, being the 3rd anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 2 September 2024, being the 4th anniversary of the allocation date.

Rights attaching to Self-Funded Shares

Self-Funded Shares rank equally in all respects with other ordinary shares in the Company (for example, having rights with respect to voting and dividends).

Loan Share terms

Allocation of Loan Shares

Participants were provided with a limited recourse interest-free loan on 2 September 2020, which was used to acquire Loan Shares. The limited recourse loan was provided by Integral Diagnostics Limited.

The number of Loan Shares acquired for each participant was twice the number of Self-Funded Shares that the participant had elected to acquire.

Value of Loan

The value of the Loan was calculated as follows:

Value of Loan = (Number of Self-Funded Shares x 2) x Acquisition Price.

Dividends and repayment of the Loan

Participants are entitled to receive dividends for their Loan Shares, however all after-tax dividends and after-tax capital distributions in respect of the Loan Shares will be directed toward repayment of the Loan balance until the Loan is repaid or forgiven in full, or otherwise fully satisfied.

The final loan repayment date is 2 September 2030.

Participants are not entitled to participate in any dividend reinvestment plan operated by the Company in relation to a Loan Share while the Loan in respect that Loan Share remains outstanding.

Voting entitlement

Participants are entitled to exercise voting rights, in respect of Loan Shares from the allocation date.

Service condition and vesting

Loan Shares are subject to a service condition, which requires the participant to remain continuously employed by the Group until the 4th anniversary of the Allocation Date (2 September 2024) (**Service Condition**).

Unless the Board determines otherwise:

- if the Service Condition is satisfied, all Loan Shares will vest but will remain subject to a holding lock (see below); or

- if the Service Condition is not satisfied, no Loan Shares will vest. In these circumstances, Loan Shares will automatically be forfeited in full satisfaction of the outstanding Loan balance on the day the participant ceases employment with the Group.

Holding Lock

Unless the Board determines otherwise, the holding lock will apply until:

- 1 the Service Condition has been met and the participant has been notified that their Loan Shares have vested; and
- 2 the Loan in respect of the Loan Shares has been repaid in full, forgiven, or repayment arrangements have been agreed to by the Board.

Once the holding lock has been lifted the participants may deal in the Shares in accordance with the Company's Securities Dealing Policy.

Forfeiture

Loan Shares may be forfeited:

- to the extent that the Service Condition is not satisfied;
- on cessation of a participant's employment in certain circumstances;
- to prevent a participant from becoming entitled to any inappropriate benefits;
- in connection with a change of control event;
- if a participant contravenes the dealing restrictions;
- if a participant notifies the Company in writing that they elect to surrender the Loan Shares; or
- if a participant does not repay the Loan.

In addition, if a participant becomes bankrupt or insolvent or makes any arrangement or composition with their creditors generally, the Loan Shares may be forfeited at the Board's discretion.

The forfeiture of any Loan Shares is deemed to constitute full satisfaction of the relevant portion of the Loan and the participants will have no further obligation in relation to that portion of the Loan.

Cessation of employment

Self-Funded Shares

The holding lock applying to Self-Funded Shares will be lifted when a participant ceases employment with the Group and the participant may deal in the Shares once they have been notified that the holding lock has been lifted, subject to the requirements of the Company's Securities Dealing Policy.

Loan Shares

Where a participant ceases employment for cause or due to significant underperformance all unvested Loan Shares subject to the holding lock will be forfeited, unless the Board determines otherwise. Loan Shares will be forfeited in full satisfaction of the outstanding Loan balance.

Where a participant's employment with the Group ceases for any other reason (including due to resignation, redundancy, death, permanent disability, or ill health) then, unless the Board determines otherwise:

- all vested Loan Shares in respect of which a Loan amount is still outstanding will remain on foot and subject to the terms of this Offer; and
- all unvested Loan Shares will be forfeited. The participant's Loan Shares will be forfeited in full satisfaction of the outstanding Loan balance.

The Board may, at its discretion, determine to vest some or all of the unvested Loan Shares or leave on foot some or all of the unvested Loan Shares (which will remain subject to the original terms of Offer, as though the participant had not ceased employment).

Change of control

Self-Funded Shares

In the event of a takeover bid, as defined in section 9 of the *Corporations Act 2001* (Cth), or other transaction, event or state of affairs that in the Board's opinion is likely to result in a change in control of the Company or there is an actual change of control of the Company, the holding lock applying to any Self-Funded Shares will be lifted.

Loan Shares

In the event of a takeover bid or other transaction, event or state of affairs that in the Board's opinion is likely to result in a change in control of the Company, the Board retains absolute discretion to determine that vesting of some or all of a participant's unvested Loan Shares should be accelerated and that all or a pro rata amount of the Loan (by reference to the proportion of the unvested Shares that vest) will become repayable within the period notified to them.

For the purposes of the Offer, if an actual change of control occurs before the Board has exercised this discretion then, unless the Board determines otherwise:

- 1 all unvested Loan Shares will vest; and
 - 2 the participant has the option to repay the Loan outstanding on their vested Loan Shares (including those which vest in accordance with sub-section (1) above) within the period notified to them by the Board. If the Loan is not repaid, their Loan Shares will be forfeited.
-

Preventing inappropriate benefits – Loan Shares

Forfeiture and clawback provisions apply to the Loan Shares and are designed to prevent participants from obtaining an inappropriate benefit. Those provisions do not apply to the Self-Funded Shares.

The Board may determine that:

- some or all of a participant's unvested or vested Loan Shares will be forfeited; and/or
- some or all of a participant's vested Shares will be forfeited; and/or
- the participant is required to pay as a debt the net proceeds of the sale of Shares or dividends (other than those applied towards the repayment of the Loan) provided to them,

if it finds that the participant has engaged in any of the following conduct:

- the participant has acted fraudulently or dishonestly or engaged in gross misconduct;
 - the participant has acted in a manner which has brought the Company, the Group or any Group company into disrepute;
 - the participant has breached their duties or obligations to the Company or Group company;
 - the participant has been convicted or have had judgment entered against them in connection with the Group's affairs;
 - there is a financial misstatement circumstance;
-

- the participant's Loan Shares vest (or may vest) as a result of the fraud, dishonesty or breach of obligations of any other person and the Board is of the opinion that the incentives would not have otherwise vested; or
- the Company or another Group company is required or entitled to reclaim remuneration or reduce the participant's remuneration outcome under law, regulation, contract or Group policy.

Bonus issues and rights issues

Bonus issues

Unless the Board determines otherwise, any shares issued to a participant by the Company in relation to their shares:

- 1 as bonus shares; or
- 2 as a result of a reorganisation of the issued capital of the Company (other than when the vesting of the shares has been waived, amended, or replaced),

during the period that the Loan remains outstanding, will become subject to the terms of the Offer as if they were shares originally allocated under the Plan.

Rights issues

While the Loan remains outstanding, the Board will determine in each case of a rights issue whether to offer, or procure a Group company or third party to offer, additional loan monies to assist a participant who holds shares to take up their rights and will determine the basis on which such loans are to be issued.

The Board retains absolute discretion to determine that no additional Loans be made but that a participant can elect, or direct the trustee on their behalf to elect, to take up rights at their own cost.

Dealing restrictions

Any dealing in a share while the Loan relating to that share remains outstanding is prohibited unless the Board determines otherwise. The participant may be permitted to deal in their shares if the dealing is required by law and the participant has provided satisfactory evidence of that fact to the Company.

Subject to the Securities Dealing Policy, participants are permitted to deal in those shares that have vested where an equivalent portion of the Loan with respect to those Shares has been repaid.

Integral Diagnostics Limited New Zealand Matching Options Offer (NZ Options Offer)

FY21 NZ Options Offer	In July 2020, Integral Diagnostics Limited (the Company) invited eligible radiologists to apply to participate in the FY21 NZ Options Offer (Offer). Offers were made under the Integral Diagnostics Limited Equity Incentive Plan (Plan). The terms of Offer are set out below.
Overview of Offer	Participants were invited to make a cash contribution of between \$25,000 and \$250,000 ¹ toward the acquisition of shares in Integral Diagnostics Limited (Self-Funded Shares). Participants were then granted two Options for every one Self-Funded Share acquired (Options).
Participants	Only New Zealand -resident radiologists who have been continuously employed or engaged as a contractor with the Company or its related bodies corporate (the Group) for 12 months or more were eligible to participate in the Offer.
Share/Option allocation date	<p>The allocation date for Self-Funded Shares and Options was 2 September 2020.</p> <p>Participants were permitted to withdraw from the Plan prior to the allocation date and withdrawal would take effect no more than 45 days after giving notice.</p>
Option vesting period	A vesting period applies to Options commencing on the Allocation Date (on or about 2 September 2020) and ending on the day before the 4th anniversary of the Allocation Date (on or about 1 September 2024)
Option exercise period	The exercise period for the options commences on the 4th anniversary of the Allocation Date (on or about 2 September 2024) and ends on the day before the 10th anniversary of the Allocation Date (on or about 1 September 2030).
Option expiry period	The Options expire on the 10th anniversary of the Allocation Date (on or about 2 September 2030)
Initial Contribution Amount	To participate, eligible employees were required to pay an amount between \$25,000 and \$250,000 (Initial Contribution Amount), toward the acquisition of shares in the Company before 28 August 2020.
Self-Funded Share terms	<p>Allocation of Self-Funded Shares</p> <p>The number of Self-Funded Shares allocated to each participant was the value of the participant's Initial Contribution divided by the volume weighted average price of the Company's shares traded on the ASX on the 30 trading days up to 30 August 2020. The Acquisition Price was \$3.9083.</p> <p>Holders of Self-Funded Shares</p>

¹ All amounts are expressed in AUD.

Self-Funded Shares can be held directly by participants, or participants could nominate that an immediate family member, a corporate trustee or self-managed superannuation fund of which the participant is a director, or a company whose members comprise only the participant or their immediate family members, hold the Self-Funded Shares.

Holding Lock

Subject to the Board's discretion, dealing in Self-Funded Shares is restricted and the Self-Funded Shares are subject to a holding lock. Once this holding lock has been lifted, participants will be entitled to deal with the Shares subject to the Company's Securities Dealing Policy. The holding lock will apply until the earlier of a participant's cessation of employment with the Group or the time set out below:

- 25% of the Self-Funded Shares to be released from holding lock on 2 September 2021, being the 1st anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 2 September 2022, being the 2nd anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 2 September 2023, being the 3rd anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 2 September 2024, being the 4th anniversary of the allocation date.

Rights attaching to Self-Funded Shares

Self-Funded Shares rank equally in all respects with other ordinary shares in the Company (for example, having rights with respect to voting and dividends).

Option terms

Allocation of Options

The number of Options allocated for each participant was twice the number of Self-Funded Shares that the participant had elected to acquire.

Dividends

Options do not carry any dividend prior to Vesting and exercise.

Upon exercise of an Option, participants will be entitled to receive a cash distribution equivalent payment (**DEP**). The DEP in relation to an Option will be equal to the amount of dividends that would have been payable during the period between the Allocation Date and the Vesting Date if the participant had held the underlying Shares rather than the Options, and will be paid following exercise of the Option. At the discretion of the Board, a DEP may be effected by the allocation of Shares rather than cash. The DEP will be paid less the amount representing the franking credit (if available) as non-Australian tax residents are not entitled to use franking credits to offset tax on their assessable income.

Voting entitlement

Options do not carry any voting rights prior to Vesting and exercise.

Service condition and vesting

Options are subject to a service condition, which requires the participant to remain continuously employed by the Group or engaged as a contractor within the until the day before the 4th anniversary of the Allocation Date (being 1 September 2024) (**Service Condition**).

Unless the Board determines otherwise, if the Service Condition is satisfied, all of a participants unvested Options will Vest on the 4th anniversary of the

Allocation Date. If a participant ceases employment/engagement before the Vesting Date, unvested Options may lapse or remain on foot depending on the circumstance in which employment/engagement with the Group ceases.

Exercise of Options

The exercise price payable by participants for each Option is the volume weighted average price of the Company's Shares traded on the ASX on the 30 trading days up to 30 August 2020 being \$3.9083 (**Exercise Price**).

If any Options Vest, participants will be able to exercise the Vested Options at any time from the date the Options Vest until the day before the 10th anniversary of the Allocation Date on which they Vested. After this period, any unexercised Options will lapse. Participants may exercise all Vested Options in full, or may exercise a portion of such Options in increments of 500, unless the Board approves otherwise.

In general, Participants will be allocated one fully paid Share for each Option that Vests and is exercised. However, the Board retains a discretion to make an equivalent value cash payment in lieu of an allocation of Shares.

Lapse of Options

Options may lapse:

- to the extent that the Service Condition is not satisfied;
- on cessation of a participant's employment or engagement as contractor in certain circumstances;
- to prevent a participant from becoming entitled to any inappropriate benefits;
- in connection with a change of control event;
- if a participant contravenes the dealing restrictions;
- if a participant notifies the Company in writing that they elect to surrender the Options; or
- if a participant does not exercise Vested Options before the Option Expiry Date.

In addition, if a participant becomes bankrupt or insolvent or makes any arrangement or composition with their creditors generally, the Options may be lapse at the Board's discretion.

Cessation of employment

Self-Funded Shares

The holding lock applying to Self-Funded Shares will be lifted when a participant ceases employment with the Group and the participant may deal in the Shares once they have been notified that the holding lock has been lifted, subject to the requirements of the Company's Securities Dealing Policy.

Options

Where a participant ceases employment for cause or due to significant underperformance all unvested Options and Vested but unexercised Options will lapse unless the Board determines otherwise.

Where a participant's employment with the Group or engagement as a contractor within the Group ceases for any other reason (including due to resignation, redundancy, death, permanent disability, or ill health) then, unless the Board determines otherwise:

- all Vested but unexercised Options will remain on foot and subject to the terms of this Offer; and
-

- all unvested Options will lapse.

The Board may, at its discretion, determine to Vest some or all of the unvested Options or leave on foot some or all of the unvested Options (which will remain subject to the original terms of Offer, as though the participant had not ceased employment/engagement).

Change of control

Self-Funded Shares

In the event of a takeover bid, as defined in section 9 of the *Corporations Act 2001* (Cth), or other transaction, event or state of affairs that in the Board's opinion is likely to result in a change in control of the Company or there is an actual change of control of the Company, the holding lock applying to any Self-Funded Shares will be lifted.

Options

In the event of a takeover bid or other transaction, event or state of affairs that in the Board's opinion is likely to result in a change in control of the Company, the Board retains absolute discretion to determine that Vesting of some or all of a participants unvested Options should be accelerated. Where only some of the Options Vest, the remainder will immediately lapse.

For the purposes of the Offer, if an actual change of control occurs before the Board has exercised this discretion then, unless the Board determines otherwise:

- all unvested Options will Vest; and
- all Vested but unexercised Options will stay on foot; and

must be exercised within 30 days, otherwise the Options will lapse.

Preventing inappropriate benefits – Options

Malus and clawback provisions apply to Options and are designed to prevent participants from obtaining an inappropriate benefit. Those provisions do not apply to the Self-Funded Shares.

The Board may determine that:

- some or all of a participant's unvested or vested but unexercised Options will lapse; and/or
- some or all of a participant's Shares allocated upon exercise options will be forfeited; and/or
- the participant is required to pay as a debt the net proceeds of the sale of Shares received on exercise of Options or dividends provided in respect of the shares,

if it finds that the participant has engaged in any of the following conduct:

- the participant has acted fraudulently or dishonestly or engaged in gross misconduct;
 - the participant has acted in a manner which has brought the Company, the Group or any Group company into disrepute;
 - the participant has breached their duties or obligations to the Company or Group company;
 - the participant has been convicted or have had judgment entered against them in connection with the Group's affairs;
 - there is a financial misstatement circumstance;
-

- the participant's Options vest (or may vest) as a result of the fraud, dishonesty or breach of obligations of any other person and the Board is of the opinion that the incentives would not have otherwise vested; or
- the Company or another Group company is required or entitled to reclaim remuneration or reduce the participant's remuneration outcome under law, regulation, contract or Group policy.

**Bonus
issues and
rights issues**

Bonus issues and Rights Issues

Participants cannot participate in new issues of securities by the Company without first exercising their Options.

Participants have the same rights as a holder of Shares to participate in new issues of securities by the Company in respect of the Self-Funded Shares and in respect of any Shares received on exercise of Options.

**Dealing
restrictions**

Any Dealing in respect of an Option is prohibited, unless the Board determines otherwise, or the Dealing is required by law.

If participants purport to Deal with Options in contravention of the Plan Rules (including, for instance, by entering into a hedging or other arrangement in relation to unvested Options), Options will immediately lapse.

Subject to the Securities Dealing Policy, participants are permitted to deal in those shares allocated on Vesting and exercise of Options, and Self-Funded Shares that are not subject to a holding lock.
