

**Form 604**  
Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme Integral Diagnostics Limited

ACN/ARSN 130 832 816

### 1. Details of substantial holder (1)

Name Integral Diagnostics Limited

ACN/ARSN (if applicable) 130 832 816

There was a change in the interests of the  
substantial holder on

08/11/2022

The previous notice was given to the company on

22/06/2022

The previous notice was dated

23/06/2022

### 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	25,136,066	10.97%	21,175,959	9.09%

### 3. Changes in relevant interests

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

Date of change	Person whose relevant interest	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
1 July 2022	Integral Diagnostics Limited	Restriction on disposal of shares under voluntary escrow arrangements disclosed to ASX on 23 February 2022 (refer Appendix 3B issue of shares) for the acquisition of Peloton Radiology (as set out in the various Restriction Deeds listed in Appendix B, collectively known as the Peloton 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 Peloton Restriction Deeds (listed and attached in Appendix B).	1,229,717	1,229,717

1 July 2022		Restriction on disposal of shares under voluntary escrow arrangements disclosed to ASX on 18 May 2022 (refer Appendix 3B issue of shares) for the acquisition of Horizon Radiology NZ (as set out in the various Restriction Deeds listed in Appendix C, collectively known as the Horizon 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 Horizon Restriction Deeds (listed and attached in Appendix C).	463,635	463,635
1 July 2022		Release from voluntary escrow/holding lock	Non-cash pursuant to the holding lock arrangements between Integral Diagnostics Limited and the registered holders of the securities under the Integral Diagnostics Limited Equity Incentive Plan. Details of the LTI are outlined in the Remuneration Report in the Company's Annual Report.	(91,590)	(91,590)
2 July 2022			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 Deeds (NZ1, NZ Boyer, NZ Gee) lodged with ASX on 2 July 2018.	(2,659,178)	(2,659,178)
2 July 2022			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 (GMI) lodged with ASX on 2 July 2018.	(43,946)	(43,946)
31 July 2022			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)	(336,144)	(336,144)
31 July 2022			Non-cash pursuant to the voluntary escrow arrangements between Integral Diagnostics Limited and the registered holders of the securities as set out in the WDR Restriction Deed lodged with the ASX on 1 July 2016.	(213,660)	(213,660)
1 September 2022			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 and 21 Loan Share Scheme lodged with the ASX on 4 September 2019 and 4 September 2020 respectively.	(229,844)	(229,844)
5 September 2022		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"> <li>31,477 self-funded shares pursuant to IDX's FY23 New Zealand Matching Options Offer (FY23 NZ Shares) made under the Integral Diagnostics Limited Equity Incentive Plan); and</li> <li>1,222,599 shares pursuant to IDX's FY23 Loan Share Scheme made under the Integral Diagnostics Limited Recourse Loan Plan (FY23 Loan Shares).</li> </ul> <p>Both the FY23 NZ Shares and FY23 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 D)</p>	1,254,076	1,254,076
6 September 2022		Release from voluntary escrow/holding lock	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 FY22 Loan Share Scheme lodged with the ASX on 2 November 2021.	(75,596)	(75,596)
8 November 2022			Non-cash pursuant to the voluntary escrow arrangements between Integral Diagnostics Limited and the registered holders of the securities as set out in the IQ Restriction Deeds lodged with ASX on 8 November 2019.	(3,257,577)	(3,257,577)

#### 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, 8 November 2019, 28 August 2020, 28 October 2021, 29 June 2022 (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, Ascot Restriction Deeds, XRG Restriction Deeds, Peloton Restriction Deeds and Horizon 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,</p> <p>d) the Company's LTI Plan which includes holding locks elected on shares,</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>	21,175,959	21,175,959

## 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:

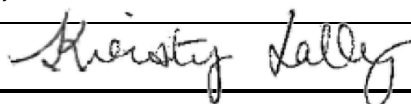
Name	Address
Integral Diagnostics Limited	Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000
Holders as set out in Annexure A	C/- Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000

## Signature

print name Kirsty Lally

capacity Company Secretary

sign here



date 08/11/2022

## 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
BRETT SOUNNESS PTY LTD ATF SOUNNESS FAMILY A/C	28,118
CREGGAN INVESTMENTS PTY LTD ATF CRANFIELD FAMILY A/C	50,559
GOODEAR MUSIC PTY LTD ATF THE GOODEAR TRUST	87,892
PETER J ANSLEY & ST LEGER M REEVES & STEPHEN EICHSTEADT & THOMAS Q ST LEGER REEVES ATF MAGNOLIA A/C	1,255,445
BECA TRUSTEE SERVICES LTD ATF ABIKHAIR A/C	26,867
LUCINDA KATHLEEN BOYER	41,681
BREW NEURORADIOLOGY TRUSTEE LTD ATF BREW FAMILY A/C	107,418
JAMES CALDWELL	89,263
ANDREW WYN CLARKE & PAUL JOHN MCCORMICK ATF WYN FAMILY A/C	174,235
CORBEC LTD	26,867
RICHARD ROBIN GEE	16,101
JOHN KER AYTON HOPE	64,038
GARETH CAMPBELL HUGHES	29,843
MAURICE WILLIAM MORIARTY	210,935
REEF POINT LIMITED ATF REEF POINT A/C	92,547
RICHARD CLIFFORD SUDELL	63,874
SIMON GERARD VODANOVICH	49,219
ADAM NOEL WORTHINGTON & F H TRUSTEE PTY LTD & HELEN LOUISE MARY WORTHINGTON ATF BIRDINGTON A/C	82,505
ADELPHI7 PTY LTD	390,056
V MERCURI ATF MERCURI SUPER FUND	9,257
AZURERETREAT PTY LTD ATF BREADMORE SUPERANNUATION FUND	9,257
CIRROCLUMULUS LENTICULARUS PTY LTD ATF THE CIRROCLUMULUS LENTICULARIS SUPERANNUATION FUND	30,691
BRENDON RANDALL FRISEN	66,438
HENG YEE WONG	5,554
NAZAR BOKANI	208,287
PE NOMINEES PTY LTD ATF THE ENGLISH SUPERANNUATION FUND	6,480
PRATHIBHA ELIZABETH ANN JOSE	15,737
RAJESH KHUNER	147,282
LAURA GROOMBRIDGE	41,586
BRUNIE DANGA-CHRISTIAN	41,656
YEOGIBEH INVESTMENTS PTY LTD	39,440
BEHDIN ABED	40,986
ANNABEL KUEK	20,838
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
BENIAMIN MCGUINNESS	34,847
KJC CONSULTANT LTD	7,528
HANI TRASIL	31,244
THE THOMAS SF TC PTY LTD	18,743
KIAN SOON LIM	198,776
ROY THOMAS	149,950
DR JOHN EVANS	276,323
DR PRADEEP SONWALKER	51,964
DR AMIT SIDANA	14,949
DR MARK SINNAMON	31,806
HAR GAO HOLDING PTY LTD AS TRUSTEE FOR AFCHAN FAMILY TRUST	796,482
THOMAS RADIOLOGY PTY LTD AS TRUSTEE FOR THE THOMAS RADIOLOGY TRUST	796,482
DANGSHABEN PTY LTD AS TRUSTEE FOR G.J. AND L.M. CLARK FAMILY TRUST	796,482
NESTHAVEN PTY LTD AS TRUSTEE FOR JCNB TRUST	796,482
MCSMMERTOSH PTY LTD ATF THE DELICIA FAMILY TRUST	796,482
WAKEFIELD FAMILY HOLDINGS PTY LTD AS TRUSTEE FOR WAKEFIELD FAMILY TRUST	796,482
LARSEN PT HOLDINGS PTY LTD	796,482
ELLSA PTY LTD AS TRUSTEE FOR ES'HAGHI FAMILY TRUST NO. 2	796,482
FLORIBUNDA IMAGING PTY LTD AS TRUSTEE FOR SLAVEN FAMILY TRUST	36,900
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 RUICK +DAVID GEOFFREY RUICK+AI DOYLE AND JE RUICK FAMILY A/C>	198,410
PHILIP ALAN WEEKS + DENNIFER 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 DASHAR GILES	128,032
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	14,072
DAVID CRANFIELD, CARLIE EVE AND ANTHONY OLUFF ATF THE VERONA TRUST	9,594
DREAMBREAK PTY LTD	12,793
AM MCNAMEE INVESTMENTS PTY LTD ATF MCNAMEE MEYERS FAMILY TRUST	31,983
TEN TALENTS INVESTMENTS PTY LTD ATF TEN TALENETS INVESTMENT TRUST	10,874
ANTHONY CARDIN	85,734
MRS PRADNYA GAIKWAD ATF MAPLE TREE TRUST	19,190
YU MIN TANG	51,174
ANITA MCNAMEE	127,934
ANAND BANDERAQ GAIKWAD	76,760
ALEXANDER WILLIAM DAVIES	116,410
ABED INVESTMENTS PTY LTD ATF ABED FAMILY TRUST	7,559
HARDIK PATEL	116,410
TRACEY GIBBS ATF CUMMIES FAMILY TRUST	31,748
LAURA ANNE MAHOEY	30,752
HARSA PTY LTD ATF HARSA TRUST	10,583
PINGGUO INVESTMENTS PTY LTD ATF PINGGUO TRUST	22,677
RAUF YOUSAF ATF MAARAI TRUST	4,536
DOSS SUPERANNUATION HOLDINGS PTY LTD ATF DOSS SUPERANNUATION FUND	15,118
MUQDASSIR RASHID	3,024
SHRUTI SORAGAVI	7,559
ROBINVILLE INVESTMENTS PTY LTD ATF CHARLIEBILL FAMILY TRUST	99,460
CHINTHAKA USHAN DE SILVA AND DHAAHARA THILINI RANATUNGA ATF ROCKET TRUST	15,118
ALASTAIR EASON, SARAH EASON, JEREMY CLARK ATF EASON FAMILY TRUST	21,165
TONY MENDOZ CHEN	84,662
LISA SORGER	28,222
MATTHEW STEVEN DEVINE	60,472
RAUF YOUSAF	36,948
AROCKIA XAVIER DOSS	40,316
SAINNA KIRMANI	8,064
CRAIG BUCHAN	210,008
J.A. MULLINS PTY LTD ACN 080 980 758 AS TRUSTEE FOR THE JAMES A MULLINS FAMILY TRUST	2,316,051
BRONWYN LOUISE ASHTON AS TRUSTEE FOR THE BRONWYN BROOKS FAMILY TRUST	151,898
DR MAE KOHMA	80,128
DR MATTHEW ENIOLA	80,128
GREGORY RAYMOND XAVIER DUNSTAN	25,361
ANTONY PAUL SPIELVOGEL	25,361
LLOYD MARTIN PTY LTD ACN 096 630 741	329,687
S8 INDUSTRIES SUPERFUND PTY LTD ACN 152 819 540 AS TRUSTEE FOR SONGBIRD SUPER FUND	20,288
ANNE GRIDLEY	95,102
RESIDENTIAL STATUS PTY LTD ACN 100 632 684 AS TRUSTEE FOR DUNSTAN DEVELOPMENT TRUST	420,984
S8 INDUSTRIES PTY LTD ACN 110 378 133 AS TRUSTEE FOR SPIELVOGEL FAMILY TRUST	129,127
CEDAR TREE HOLDINGS PTY. LTD. ACN 112 117 165	20,288
EUGENE LIM	74,855
PAULA SIVIER	44,332
SMILE KRAFT PTY LTD ACN 144 992 790 AS TRUSTEE FOR THE PAIS FAMILY TRUST	44,332
DR BRUCE ALLEN	115,909
MAX TRUST COMPANY LIMITED ATF WESTHIGHLAND TRUST	347,726
KATE VICKERY	8,284
DAVID ERIKSEN	248,493
ASHLEY ROSSITER	24,852
SIGORE HOLDINGS PTY LTD ATF TRUSTEE FOR WIJETUNGA INVESTMENT TRUST	66,265
DR TIM ELLIOT AND MRS SIMONNE HANA ELLIOT	23,193
KAMELIA KHOSH	24,850
ARTHUR DAIRE	59,640
GIHAN WIJETUNGA	132,530
STEFAN KHOSH	49,700
	21,175,959

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

Vendors - Attachment 1

Dr Lim - Attachment 2

Dr Sivyer - Attachment 3

Smile Kraft Pty Ltd ACN 144 992 790 as trustee for The Pais Family Trust – Attachment 4

## **Vendors - Attachment 1**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction deed

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Each party named as a Shareholder in Schedule 1

Each party named as a Controller in Schedule 1

Integral Diagnostics Limited

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## Restriction deed

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Date ► 1 July 2022

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Between the parties

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Company	<b>Integral Diagnostics Limited</b> ABN 55 130 832 816 of Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 ( <b>Company</b> )
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Shareholders	Each party named as a Shareholder in Schedule 1 (each a <b>Shareholder</b> )
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Controllers	Each party named as a Controller in Schedule 1 (each a <b>Controller</b> )
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Recitals	<ol style="list-style-type: none"><li>1 Each Shareholder and Controller agrees to not Deal in their Restricted Shares and Controller Interests during the Escrow Period on the terms of this deed.</li><li>2 Each Shareholder and Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.</li></ol>
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This deed witnesses as follows:



# 1 Definitions and interpretation

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## 1.1 Definitions

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

Term	Meaning
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
<b>ASX Settlement</b>	ASX Settlement Pty Ltd (ABN 49 008 504 532).
<b>Board</b>	the board of directors of the Company.
<b>Business Day</b>	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
<b>Issue Date</b>	1 July 2022.
<b>Controller Interest</b>	in respect of the Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dealing</b>	<p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <p>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;</p>



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



Term	Meaning
	ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
<b>Related Shareholder</b>	in relation to a Controller, each Shareholder against whose name the Controller is listed in Schedule 1.
<b>Restriction Deed</b>	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to a Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.

## 1.2 Interpretation

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

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;



- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and
- (e) the schedules form part of this deed.

### 1.3 Compliance with Listing Rules

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

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

## 2 Escrow

---

### 2.1 Shareholder restrictions during Escrow Period

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

### 3.2 General exceptions

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

### 3.3 Notice

If a Shareholder or Controller becomes aware:

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

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

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

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

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



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



## 6 Notices

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

Party	Notice details
<b>Shareholders</b>	For 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.
<b>Controllers</b>	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.
<b>Company</b>	<b>Attention:</b> Chief Executive Officer and Company Secretary <b>Address:</b> Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 <b>Email:</b> <a href="mailto:ikadish@idxgroup.com.au">ikadish@idxgroup.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a>

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

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.



## 7 General

---

### 7.1 Governing law and jurisdiction

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

### 7.2 Amendment

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

### 7.3 Counterparts

This deed may be executed in any number of counterparts.

### 7.4 Further assurances

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

### 7.5 Time of essence

Time is of the essence in this deed.





## Schedule 1

### Shareholders, Controllers and Restricted Shares

---

Shareholder	Controller ('N/A' if none)	Restricted Shares
Lloyd Martin Pty Ltd ACN 096 630 741	Daniel El-Fahkri	329,687
Cedar Tree Holdings Pty Ltd ACN 112 117 165	Daniel El-Fahkri	20,288
Anne Gridley	Craig Lightfoot	95,102
Antony Paul Spielvogel	N/A	25,361
SB Industries Superfund Pty Ltd ACN 152 819 540 as trustee for Songbird Super Fund	Antony Paul Spielvogel	20,288
SB Industries Pty Ltd ACN 110 378 133 as trustee for Spielvogel Family Trust	Antony Paul Spielvogel	129,127
Gregory Raymond Xavier Dunstan	N/A	25,361
Residential Status Pty Ltd ACN 100 632 684 as trustee for Dunstan Development Trust	Gregory Raymond Xavier Dunstan	420,984



## Schedule 2

### Release from Dealing restrictions

---

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

Item	Restricted Shares	Release from Dealing restrictions
1	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the first anniversary of the Issue Date.
2	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the second anniversary of the Issue Date.
3	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.

## Schedule 3

### Exceptions from Dealing restrictions

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

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
<b>Death / permanent incapacity</b>	<p>If applicable, the Shareholder or its Controller:</p> <ol style="list-style-type: none"> <li>1 dies; or</li> <li>2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years.</li> </ol>	100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with.
<b>Board discretion</b>	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, agree to vary the terms on which Restricted Shares and Controller Interests may be Dealt with.	As determined by the Board.



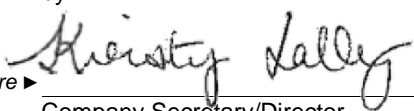
## Signing page

Executed as a deed


---

### Company

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

sign here ►   
Company Secretary/Director

print name Kirsty Lally Company Secretary

sign here ►   
Director

print name Ian Kadish

### Shareholder

Signed sealed and delivered for  
**Lloyd Martin Pty Ltd**  
by its attorney

sign here ► \_\_\_\_\_  
Attorney

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

sign here ► \_\_\_\_\_  
Witness

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

### Shareholder

Signed sealed and delivered for  
**Cedar Tree Holdings Pty Ltd**  
by its attorney

sign here ► \_\_\_\_\_  
Attorney

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

sign here ► \_\_\_\_\_  
Witness

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



## Signing page

Executed as a deed

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### Company

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

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

sign here ► \_\_\_\_\_  
Director

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

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

### Shareholder

Signed sealed and delivered for  
**Lloyd Martin Pty Ltd**  
by its attorney

sign here ► \_\_\_\_\_  
Attorney

sign here ► \_\_\_\_\_  
Witness

print name ANTONY SPIELVOGEL  
PAUL

print name DAN KERR

### Shareholder

Signed sealed and delivered for  
**Cedar Tree Holdings Pty Ltd**  
by its attorney

sign here ► \_\_\_\_\_  
Attorney

sign here ► \_\_\_\_\_  
Witness

print name ANTONY SPIELVOGEL  
PAUL

print name DAN KERR



**Controller**

Signed sealed and delivered for

**Daniel El-Fakhri**

by their attorney

sign here ▶

Attorney

print name

ANTONY SPIELVOGEL

PAUL

in the presence of

sign here ▶

Witness

print name

DAN KERR

**Shareholder**

Signed sealed and delivered for

**Anne Gridley**

by their attorney

sign here ▶

Attorney

print name

ANTONY SPIELVOGEL

PAUL

in the presence of

sign here ▶

Witness

print name

DAN KERR

**Controller**

Signed sealed and delivered for

**Craig Lightfoot**

by their attorney

sign here ▶

Attorney

print name

ANTONY SPIELVOGEL

PAUL

in the presence of

sign here ▶

Witness

print name

DAN KERR

**Shareholder**

Signed sealed and delivered for

**SB Industries Superfund Pty Ltd  
as trustee for Songbird Super  
Fund**

by its attorney

sign here ▶

Attorney

print name

ANTONY SPIELVOGEL

PAUL

sign here ▶

Witness

print name

DAN KERR



**Shareholder**

Signed sealed and delivered for  
**SB Industries Pty Ltd as trustee  
for Spielvogel Family Trust**  
by its attorney

sign here ▶

Attorney

print name

ANTONY SPIELVOGEL  
PAUL

sign here ▶

Witness

print name

Dan Kerr  
DAN KERR

**Shareholder and Controller**

Signed sealed and delivered for  
**Antony Paul Spielvogel**  
by their attorney

in the presence of

sign here ▶

Attorney

print name

DANIEL EL FAHKRI

sign here ▶

Witness

print name

Dan Kerr  
DAN KERR

**Shareholder**

Signed sealed and delivered for  
**Residential Status Pty Ltd as  
trustee for Dunstan  
Development Trust**  
by its attorney

sign here ▶

Attorney

print name

ANTONY SPIELVOGEL  
PAUL

sign here ▶

Witness

print name

Dan Kerr  
DAN KERR



HERBERT  
SMITH  
FREEHILLS

Signing page

**Shareholder and Controller**

Signed sealed and delivered for  
**Gregory Raymond Xavier  
Dunstan**  
by their attorney

in the presence of

sign here ▶

Attorney

sign here ▶

Witness

print name

ANTONY SPIELVOGEL  
PAUL

print name

DAN KERR



## **Dr Lim - Attachment 2**



**PELTON**  
RADIOLOGY

Deed

## Restriction Deed (Radiologist)

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Each party named as a Shareholder in Schedule 1

Each party named as a Controller in Schedule 1

Integral Diagnostics Limited

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## Restriction Deed (Radiologist)

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Date ► 29 June 2022

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Between the parties

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Company	<b>Integral Diagnostics Limited</b> ABN 55 130 832 816 of Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 (Company)
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Shareholder	Each party named as a Shareholder in Schedule 1 (each a <b>Shareholder</b> )
-------------	---

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Controller	Each party named as a Controller in Schedule 1 (each a <b>Controller</b> )
------------	---

---

Recitals	<ol style="list-style-type: none"><li>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.</li><li>2 Each Shareholder and Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.</li></ol>
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This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

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

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
Issue Date	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"><li>1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>2 create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li></ol>



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





Term	Meaning
Related Shareholder	in relation to a Controller, the Shareholder against whose name the Controller is listed in Schedule 1.
Restraint Deed	a restraint deed entered into between the Company and the Shareholder on or about the date of this deed.
Restriction Deed	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
Restricted Shares	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
Sale Agreement	the share sale agreement entered into by Integral Diagnostics No.1 Pty Ltd, the Company and others relating to the acquisition of Peloton Radiology Pty Ltd.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
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 shares in Peloton Radiology Pty Ltd 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

- (a) Without limiting clause 3.2, during the Escrow Period, the Shareholder and Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).
- (b) For the avoidance of doubt:
  - (1) if the Shareholder or its Controller (whichever is a radiologist):
    - (A) ceases to be employed or engaged by a Group Company during the Escrow Period in circumstances other than those permitted in this deed; and
    - (B) continues to be subject to the Restraint Deed,the Shareholder's Restricted Shares will continue to be subject to this deed and released from the restrictions on Dealing in accordance with Schedule 2; and
  - (2) if the Shareholder or its Controller (whichever is a radiologist) ceases to be employed or engaged by a Group Company during the Escrow Period in circumstances other than those permitted in this deed and requests to be released from the restraints in the Restraint Deed in accordance with the terms of the Restraint Deed, the Shareholder's Restricted Shares will be dealt with in accordance with clause 7.6 and Schedule 3.

#### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder or Controller may Deal in any of their Restricted Shares and Controller Interests if the Dealing arises solely as a result of:



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

### 3.3 Notice

If the Shareholder or Controller becomes aware:

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

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

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

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

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Shareholder or Controller have entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;





- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Shareholder or Controller is a Trustee, the trust deed for the Trust); or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than the Controller;
- (h) the Shareholder holds the Restricted Shares and the Controller holds the Controller Interests;
- (i) as at the Issue Date, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has an interest;
- (k) if the Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if the Shareholder or Controller is a Trustee:
  - (1) the Shareholder or the Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Shareholder or Controller has not released or disposed of its equitable lien over that Trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

## **4.2 Acknowledgment**

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



#### 4.3 Survival of representations and warranties

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

### 5 Consequences of breaching this deed

---

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

### 6 Notices

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

Party	Notice details
Shareholder	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.
Controller	For the Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
Company	<b>Attention:</b> Chief Executive Officer and Company Secretary



**Party**

**Notice details**

**Address:** Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000

**Email:** [kadishi@integraldiagnosics.com.au](mailto:kadishi@integraldiagnosics.com.au) and  
[klally@idxgroup.com.au](mailto: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
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

## 7 General

### 7.1 Governing law and jurisdiction

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





## **7.2 Amendment**

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

## **7.3 Counterparts**

This deed may be executed in any number of counterparts.

## **7.4 Further assurances**

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

## **7.5 Time of essence**

Time is of the essence in this deed.

## **7.6 Power of attorney**

In consideration of, among other things, the mutual promises contained in this deed:

- (a) the Shareholder and Controller each irrevocably appoint the Company and each of the directors of the Company from time to time jointly and severally as its attorney to complete and execute such documents and take such other steps for and on its behalf as (in each case) the attorney thinks necessary or desirable to give effect to the transaction contemplated under the 'Leaver' event in Schedule 3;
- (b) the Shareholder and Controller each declare that all acts and things done by the Company in exercising powers under the power of attorney granted will be as good and valid as if they had been done by the Shareholder or Controller and agree to ratify and confirm whatever the attorney lawfully does, or causes to be done, under the appointment;
- (c) the Shareholder and Controller each agree to indemnify the attorney against all claims, demands, suits, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the attorney's powers and authorities under that appointment;
- (d) the Shareholder and Controller each agree to deliver to each attorney, the Company and to each director of the Company on demand any power of attorney, instrument of transfer or other document as the attorney, Company or director may require for the purposes of the transaction contemplated under the 'Leaver' event in Schedule 3;
- (e) the Shareholder and Controller each agree that each attorney may exercise its powers under the attorney appointment even if the attorney benefits from the exercise of that power; and
- (f) the powers of attorney in this clause 7.6 are separate and independent and do not limit each other.



## Schedule 1

### Shareholders, Controllers and Restricted Shares

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Shareholder	Controller ('N/A' if none)	Restricted Shares
Eugene Lim	N/A	74,855



## Schedule 2

### Release from Dealing restrictions

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

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





## Schedule 3

### Exceptions from Dealing restrictions

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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 2 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"><li>1 dies; or</li><li>2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years.</li></ol>	<p>100% of Restricted Shares and Controller Interests may be Dealt with.</p>
Leaver	<p>If, at any time during the Escrow Period, the Shareholder or its Controller (whichever is a radiologist) ceases to be employed or engaged by a Group Company in circumstances other than those permitted in this deed and requests to be released from the restraints in the Restraint Deed in accordance with the terms of the Restraint Deed.</p>	<p>The Shareholder and Controller acknowledge and agree that it must (at the time the condition is satisfied) at the election of the Company:</p> <ol style="list-style-type: none"><li>1. transfer the full legal and beneficial title to 100% of the Restricted Shares that remain subject to restrictions on Dealing in accordance with clause 3.1(a) and Schedule 2 to a person or entity nominated by the Company for nil consideration; or</li></ol>



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
		2. sell 100% of Restricted Shares that remain subject to restrictions on Dealing in accordance with clause 3.1(a) and Schedule 2 and the proceeds of the sale are to be returned to the Company.
Board discretion	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, agree to vary the terms on which Restricted Shares and Controller Interests may be Dealt with.	As determined by the Board.



**PELTON**  
RADIOLOGY

## Signing page

Executed as a deed

---

### Company

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

sign here ▶

*Kirsty Lally*

Company Secretary/Director

sign here ▶

*Ian Kadish*

Director

print name

**Kirsty Lally Company Secretary**

print name

**Ian Kadish**



**Shareholder**

Signed sealed and delivered for  
**Eugene Lim**  
by their attorney

sign here ▶

Attorney

sign here ▶

Witness

print name

EUGENE LIM

print name

MAUREEN TURNER

## **Dr Sivyer - Attachment 3**



**PELTON**  
RADIOLOGY

Deed

## Restriction Deed (Radiologist)

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Each party named as a Shareholder in Schedule 1

Each party named as a Controller in Schedule 1

Integral Diagnostics Limited

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## Restriction Deed (Radiologist)

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Date ► 29 June 2022

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Between the parties

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Company

**Integral Diagnostics Limited**

ABN 55 130 832 816 of Suite 9.02, Level 9, 45 William Street,  
Melbourne VIC 3000

(**Company**)

---

Shareholder

Each party named as a Shareholder in Schedule 1  
(each a **Shareholder**)

---

Controller

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

---

Recitals

- 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 Each Shareholder and Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.
- 

This deed witnesses as follows:





## 1 Definitions and interpretation

---

### 1.1 Definitions

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

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



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



Term	Meaning
<b>Related Shareholder</b>	in relation to a Controller, the Shareholder against whose name the Controller is listed in Schedule 1.
<b>Restraint Deed</b>	a restraint deed entered into between the Company and the Shareholder on or about the date of this deed.
<b>Restriction Deed</b>	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Sale Agreement</b>	the share sale agreement entered into by Integral Diagnostics No.1 Pty Ltd, the Company and others relating to the acquisition of Peloton Radiology Pty Ltd.
<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.
<b>Transaction</b>	the sale of shares in Peloton Radiology Pty Ltd 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

- (a) Without limiting clause 3.2, during the Escrow Period, the Shareholder and Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).
- (b) For the avoidance of doubt:
  - (1) if the Shareholder or its Controller (whichever is a radiologist):
    - (A) ceases to be employed or engaged by a Group Company during the Escrow Period in circumstances other than those permitted in this deed; and
    - (B) continues to be subject to the Restraint Deed,the Shareholder's Restricted Shares will continue to be subject to this deed and released from the restrictions on Dealing in accordance with Schedule 2; and
  - (2) if the Shareholder or its Controller (whichever is a radiologist) ceases to be employed or engaged by a Group Company during the Escrow Period in circumstances other than those permitted in this deed and requests to be released from the restraints in the Restraint Deed in accordance with the terms of the Restraint Deed, the Shareholder's Restricted Shares will be dealt with in accordance with clause 7.6 and Schedule 3.

#### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder or Controller may Deal in any of their Restricted Shares and Controller Interests if the Dealing arises solely as a result of:



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

### 3.3 Notice

If the Shareholder or Controller becomes aware:

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

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

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

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

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Shareholder or Controller have entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;





- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Shareholder or Controller is a Trustee, the trust deed for the Trust); or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than the Controller;
- (h) the Shareholder holds the Restricted Shares and the Controller holds the Controller Interests;
- (i) as at the Issue Date, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has an interest;
- (k) if the Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if the Shareholder or Controller is a Trustee:
  - (1) the Shareholder or the Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Shareholder or Controller has not released or disposed of its equitable lien over that Trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

## **4.2 Acknowledgment**

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



#### 4.3 Survival of representations and warranties

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

### 5 Consequences of breaching this deed

---

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

### 6 Notices

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

Party	Notice details
Shareholder	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.
Controller	For the Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
Company	<b>Attention:</b> Chief Executive Officer and Company Secretary





Party	Notice details
	<b>Address:</b> Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 <b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a>

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

Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

## 7 General

### 7.1 Governing law and jurisdiction

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



## **7.2 Amendment**

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

## **7.3 Counterparts**

This deed may be executed in any number of counterparts.

## **7.4 Further assurances**

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

## **7.5 Time of essence**

Time is of the essence in this deed.

## **7.6 Power of attorney**

In consideration of, among other things, the mutual promises contained in this deed:

- (a) the Shareholder and Controller each irrevocably appoint the Company and each of the directors of the Company from time to time jointly and severally as its attorney to complete and execute such documents and take such other steps for and on its behalf as (in each case) the attorney thinks necessary or desirable to give effect to the transaction contemplated under the 'Leaver' event in Schedule 3;
- (b) the Shareholder and Controller each declare that all acts and things done by the Company in exercising powers under the power of attorney granted will be as good and valid as if they had been done by the Shareholder or Controller and agree to ratify and confirm whatever the attorney lawfully does, or causes to be done, under the appointment;
- (c) the Shareholder and Controller each agree to indemnify the attorney against all claims, demands, suits, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the attorney's powers and authorities under that appointment;
- (d) the Shareholder and Controller each agree to deliver to each attorney, the Company and to each director of the Company on demand any power of attorney, instrument of transfer or other document as the attorney, Company or director may require for the purposes of the transaction contemplated under the 'Leaver' event in Schedule 3;
- (e) the Shareholder and Controller each agree that each attorney may exercise its powers under the attorney appointment even if the attorney benefits from the exercise of that power; and
- (f) the powers of attorney in this clause 7.6 are separate and independent and do not limit each other.



## Schedule 1

### Shareholders, Controllers and Restricted Shares

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Shareholder	Controller ('N/A' if none)	Restricted Shares
Paula Sivyer	N/A	44,332



## Schedule 2

### Release from Dealing restrictions

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

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





## Schedule 3

### Exceptions from Dealing restrictions

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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 2 will cease to apply.

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
<b>Death / permanent incapacity</b>	<p>If applicable, the Shareholder or its Controller:</p> <ol style="list-style-type: none"><li>1 dies; or</li><li>2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years.</li></ol>	<p>100% of Restricted Shares and Controller Interests may be Dealt with.</p>
<b>Leaver</b>	<p>If, at any time during the Escrow Period, the Shareholder or its Controller (whichever is a radiologist) ceases to be employed or engaged by a Group Company in circumstances other than those permitted in this deed and requests to be released from the restraints in the Restraint Deed in accordance with the terms of the Restraint Deed.</p>	<p>The Shareholder and Controller acknowledge and agree that it must (at the time the condition is satisfied) at the election of the Company:</p> <ol style="list-style-type: none"><li>1. transfer the full legal and beneficial title to 100% of the Restricted Shares that remain subject to restrictions on Dealing in accordance with clause 3.1(a) and Schedule 2 to a person or entity nominated by the Company for nil consideration; or</li></ol>



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
		<div>2. sell 100% of Restricted Shares that remain subject to restrictions on Dealing in accordance with clause 3.1(a) and Schedule 2 and the proceeds of the sale are to be returned to the Company.</div>
<b>Board discretion</b>	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, agree to vary the terms on which Restricted Shares and Controller Interests may be Dealt with.	As determined by the Board.



**PELOTON**  
RADIOLOGY

## 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

Kirsty Lally Company Secretary

print name

Ian Kadish

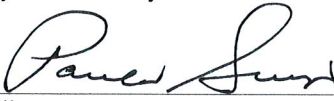


**Shareholder**

Signed sealed and delivered for

**Paula Sivyer**

~~by their attorney~~

sign here ▶   
~~Attorney~~

print name PAULA SIVYER

sign here ▶   
Witness

print name ALEXIS SIVYER



**Smile Kraft Pty Ltd ACN 144 992 790 as trustee for The Pais Family  
Trust - Attachment 4**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction Deed (Radiologist)

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Each party named as a Shareholder in Schedule 1

Each party named as a Controller in Schedule 1

Integral Diagnostics Limited

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## Restriction Deed (Radiologist)

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Date ► 29 June 2022

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Between the parties

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Company	<b>Integral Diagnostics Limited</b> ABN 55 130 832 816 of Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 (Company)
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Shareholder	Each party named as a Shareholder in Schedule 1 (each a <b>Shareholder</b> )
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Controller	Each party named as a Controller in Schedule 1 (each a <b>Controller</b> )
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Recitals	<ol style="list-style-type: none"><li>1 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.</li><li>2 Each Shareholder and Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.</li></ol>
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This deed witnesses as follows:



## 1 Definitions and interpretation

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### 1.1 Definitions

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

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
Issue Date	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"><li>1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>2 create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li></ol>



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





Term	Meaning
Related Shareholder	in relation to a Controller, the Shareholder against whose name the Controller is listed in Schedule 1.
Restraint Deed	a restraint deed entered into between the Company and the Shareholder on or about the date of this deed.
Restriction Deed	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
Restricted Shares	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
Sale Agreement	the share sale agreement entered into by Integral Diagnostics No.1 Pty Ltd, the Company and others relating to the acquisition of Peloton Radiology Pty Ltd.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
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 shares in Peloton Radiology Pty Ltd 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

- (a) Without limiting clause 3.2, during the Escrow Period, the Shareholder and Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).
- (b) For the avoidance of doubt:
  - (1) if the Shareholder or its Controller (whichever is a radiologist):
    - (A) ceases to be employed or engaged by a Group Company during the Escrow Period in circumstances other than those permitted in this deed; and
    - (B) continues to be subject to the Restraint Deed,the Shareholder's Restricted Shares will continue to be subject to this deed and released from the restrictions on Dealing in accordance with Schedule 2; and
  - (2) if the Shareholder or its Controller (whichever is a radiologist) ceases to be employed or engaged by a Group Company during the Escrow Period in circumstances other than those permitted in this deed and requests to be released from the restraints in the Restraint Deed in accordance with the terms of the Restraint Deed, the Shareholder's Restricted Shares will be dealt with in accordance with clause 7.6 and Schedule 3.

#### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder or Controller may Deal in any of their Restricted Shares and Controller Interests if the Dealing arises solely as a result of:



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

### 3.3 Notice

If the Shareholder or Controller becomes aware:

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

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

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

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

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Shareholder or Controller have entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;





- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Shareholder or Controller is a Trustee, the trust deed for the Trust); or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than the Controller;
- (h) the Shareholder holds the Restricted Shares and the Controller holds the Controller Interests;
- (i) as at the Issue Date, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has an interest;
- (k) if the Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if the Shareholder or Controller is a Trustee:
  - (1) the Shareholder or the Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Shareholder or Controller has not released or disposed of its equitable lien over that Trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

## 4.2 Acknowledgment

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



### 4.3 Survival of representations and warranties

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

## 5 Consequences of breaching this deed

---

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

## 6 Notices

---

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

Party	Notice details
Shareholder	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.
Controller	For the Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
Company	Attention: Chief Executive Officer and Company Secretary



Party	Notice details
	<p><b>Address:</b> Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000</p> <p><b>Email:</b> <a href="mailto:kadishi@integraldiagnostics.com.au">kadishi@integraldiagnostics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a></p>
(b)	<p>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.</p>
Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

## 7 General

### 7.1 Governing law and jurisdiction

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





## **7.2 Amendment**

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

## **7.3 Counterparts**

This deed may be executed in any number of counterparts.

## **7.4 Further assurances**

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

## **7.5 Time of essence**

Time is of the essence in this deed.

## **7.6 Power of attorney**

In consideration of, among other things, the mutual promises contained in this deed:

- (a) the Shareholder and Controller each irrevocably appoint the Company and each of the directors of the Company from time to time jointly and severally as its attorney to complete and execute such documents and take such other steps for and on its behalf as (in each case) the attorney thinks necessary or desirable to give effect to the transaction contemplated under the 'Leaver' event in Schedule 3;
- (b) the Shareholder and Controller each declare that all acts and things done by the Company in exercising powers under the power of attorney granted will be as good and valid as if they had been done by the Shareholder or Controller and agree to ratify and confirm whatever the attorney lawfully does, or causes to be done, under the appointment;
- (c) the Shareholder and Controller each agree to indemnify the attorney against all claims, demands, suits, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the attorney's powers and authorities under that appointment;
- (d) the Shareholder and Controller each agree to deliver to each attorney, the Company and to each director of the Company on demand any power of attorney, instrument of transfer or other document as the attorney, Company or director may require for the purposes of the transaction contemplated under the 'Leaver' event in Schedule 3;
- (e) the Shareholder and Controller each agree that each attorney may exercise its powers under the attorney appointment even if the attorney benefits from the exercise of that power; and
- (f) the powers of attorney in this clause 7.6 are separate and independent and do not limit each other.



## Schedule 1

### Shareholders, Controllers and Restricted Shares

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Shareholder	Controller ('N/A' if none)	Restricted Shares
Smile Kraft Pty Ltd	Antonio Pais	44,332



## Schedule 2

### Release from Dealing restrictions

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

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



## Schedule 3

### Exceptions from Dealing restrictions

During the Escrow Period, 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 2 will cease to apply.

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years.</li></ol>	100% of Restricted Shares and Controller Interests may be Dealt with.
<b>Leaver</b>	If, at any time during the Escrow Period, the Shareholder or its Controller (whichever is a radiologist) ceases to be employed or engaged by a Group Company in circumstances other than those permitted in this deed and requests to be released from the restraints in the Restraint Deed in accordance with the terms of the Restraint Deed.	The Shareholder and Controller acknowledge and agree that it must (at the time the condition is satisfied) at the election of the Company: <ol style="list-style-type: none"><li>1. transfer the full legal and beneficial title to 100% of the Restricted Shares that remain subject to restrictions on Dealing in accordance with clause 3.1(a) and Schedule 2 to a person or entity nominated by the Company for nil consideration; or</li><li>2. sell 100% of Restricted Shares that remain subject to restrictions on Dealing in accordance with clause 3.1(a) and</li></ol>



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
		Schedule 2 and the proceeds of the sale are to be returned to the Company.
Board discretion	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, agree to vary the terms on which Restricted Shares and Controller Interests may be Dealt with.	As determined by the Board.



HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed

---

### Company

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

sign here ▶

  
Company Secretary/Director

sign here ▶

  
Director

print name

Kirsty Lally Company Secretary

print name

Ian Kadish





**Shareholder**

Signed sealed and delivered for  
**Smile Kraft Pty Ltd**

sign here ► [Signature]  
Director

sign here ► [Signature]  
Director / Secretary

print name NIVER PERGINA PAIS

print name ANTONIO PAIS

**Controller**

Signed sealed and delivered for  
**Antonio Pais**

in the presence of

sign here ► [Signature]  
Antonio Pais

sign here ► Deep Pais  
Witness

print name ANTONIO PAIS

print name DEEP PAIS

## **Appendix C – Listing of Restriction Deeds - collectively Horizon Restriction Deeds**

Dr Bruce Allen - Attachment 1

Max Trust Company Limited ATF WestHighland Trust - Attachment 2

## **Dr Bruce Allen - Attachment 1**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction Deed

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Dr Bruce Allen

Integral Diagnostics Limited

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## Restriction Deed

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Date ► 17 May 2022

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Between the parties

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Company	<b>Integral Diagnostics Limited</b> ABN 55 130 832 816 of Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 (Company)
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Shareholder	<b>Dr Bruce Allen</b> 26 Burwood Cres, Remuera Auckland NZ 1050 (Shareholder)
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Controller	<b>N/A</b> (Controller)
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Recitals	<ol style="list-style-type: none"><li>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.</li><li>2 The Shareholder and Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.</li></ol>
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This deed witnesses as follows:





# 1 Definitions and interpretation

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## 1.1 Definitions

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

Term	Meaning
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
<b>ASX Settlement</b>	ASX Settlement Pty Ltd (ABN 49 008 504 532).
<b>Board</b>	the board of directors of the Company.
<b>Business Day</b>	a day on which banks are open for business in Victoria, New South Wales or Queensland, other than a Saturday, Sunday or public holiday in Victoria, New South Wales or Queensland.
<b>Controller Interest</b>	in respect of the Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Dealing</b>	<p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <ol style="list-style-type: none"><li>1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>2 create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li><li>3 enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest;</li><li>4 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that</li></ol>

Term	Meaning
	<p>Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or</p> <p>5 agree to do any of these things.</p> <p><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Issue Date</b>	the date the Transaction is completed.
<b>Issuer Sponsored Subregister</b>	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
<b>Listing Rules</b>	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
<b>Related Shareholder</b>	in relation to a Controller, the Shareholder against whose name the Controller is listed in Schedule 1.



Term	Meaning
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and</li><li>2 any securities in the Company attaching to or arising out of those Shares.</li></ol>
<b>Restriction Deed</b>	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
<b>Sale Agreement</b>	the share sale agreement entered into by Integral Diagnostics New Zealand Limited and others relating to the acquisition of Horizon Radiology Limited (NZCN 1402530).
<b>Security Interest</b>	<p>an interest or power:</p> <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.
<b>Transaction</b>	the sale of shares in Horizon Radiology Limited (NZCN 1402530 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**

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### **2.1 Shareholder restrictions during Escrow Period**

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

### **2.2 Controller restrictions during Escrow Period**

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

### **2.3 Escrow restrictions**

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue or transfer of the Restricted Shares to the Shareholder the Restricted Shares will be registered and held for the Shareholder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored



Subregister and the Shareholder hereby agrees to the application of the Holding Lock; and

- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
- (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period,
- including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

## 3 Release and exceptions

---

### 3.1 Release from Dealing restrictions

- (a) Without limiting clause 3.2, during the Escrow Period, the Shareholder and Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).
- (b) For the avoidance of doubt, if the Shareholder or its Controller (whichever is a radiologist) ceases to be employed or engaged by a Group Company during the Escrow Period in circumstances other than those permitted in this deed, the Shareholder's Restricted Shares will be dealt with in accordance with clause 7.6 and Schedule 3.
- (c) To avoid doubt, once a Restricted Share has been released from the Dealing restrictions in this deed in accordance with Schedule 2 (Release from Dealing Restrictions), it is no longer considered a Restricted Share for the purposes of this deed.

### 3.2 General exceptions

- (a) During the Escrow Period, the Shareholder or Controller may Deal in any of their Restricted Shares and Controller Interests if the Dealing arises solely as a result of:
  - (1) the acceptance of a bona fide third party takeover bid made under Chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Restriction Deed, and to which the offers under the bid relate, have accepted the bid;
  - (2) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act;
  - (3) any Dealing that is in connection with an:
    - (A) equal access share buyback;
    - (B) equal capital return; or
    - (C) equal capital reduction,in each case, made in accordance with the Corporations Act; or



- (4) a requirement of applicable law (including an order of a court of competent jurisdiction).
- (b) If either of the events described in clauses 3.2(a)(1) or 3.2(a)(2) occur, and if for any reason any or all Restricted Shares are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement for any reason, then the Shareholder agrees that the restrictions applying to the Restricted Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Shares not so transferred or cancelled.

### 3.3 Notice

If the Shareholder or Controller becomes aware:

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

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

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

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

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Shareholder or Controller have entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Shareholder or Controller is a Trustee, the trust deed for the Trust); or
  - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the beginning of the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period in contravention of this deed;





- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at the Issue Date, any economic or beneficial interest in the equity or Restricted Shares of the Shareholder other than the Controller;
- (h) the Shareholder holds the Restricted Shares and the Controller holds the Controller Interests;
- (i) as at the Issue Date, the Restricted Shares are all the securities, economic interests or other interests that the Shareholder has directly or indirectly in the Company;
- (j) the Controller Interests are all the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has an interest;
- (k) if the Shareholder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as Trustee of the Trust; and
- (l) if the Shareholder or Controller is a Trustee:
  - (1) the Shareholder or the Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Shareholder or Controller has not released or disposed of its equitable lien over that Trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

## 4.2 Acknowledgment

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

## 4.3 Survival of representations and warranties

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

# 5 Consequences of breaching this deed

---

- (a) If a Shareholder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
  - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment,



transfer or conversion of any of the Defaulting Party's Restricted Shares.

- (b) If the Shareholder or Controller breaches this deed, the Shareholder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and the Shareholder and Controller agree that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

## 6 Notices

---

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

Party	Notice details
<b>Shareholder</b>	For the Shareholder, the name, address and email address (if any) specified for the Shareholder in the Company's register of members from time to time.
<b>Controller</b>	For the Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<b>Attention:</b> Chief Executive Officer and Company Secretary <b>Address:</b> Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 <b>Email:</b> <a href="mailto:kadishi@integraldiagnosics.com.au">kadishi@integraldiagnosics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a>

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



Method of giving Notice	When Notice is regarded as given and received
By hand to the identified or nominated address	When delivered to the relevant address
By pre-paid post to the identified or nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By email to the identified or nominated email address (but only if an email address is identified or nominated)	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.

## 7 General

### 7.1 Governing law and jurisdiction

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

### 7.2 Amendment

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

### 7.3 Counterparts

This deed may be executed in any number of counterparts.

### 7.4 Further assurances

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



## 7.5 Time of essence

Time is of the essence in this deed.

## 7.6 Power of attorney

In consideration of, among other things, the mutual promises contained in this deed:

- (a) the Shareholder and Controller each irrevocably appoint the Company and each of the directors of the Company from time to time jointly and severally as its attorney to complete and execute such documents and take such other steps for and on its behalf as (in each case) the attorney thinks necessary or desirable to give effect to the transaction contemplated under the 'Leaver' event in Schedule 3;
- (b) the Shareholder and Controller each declare that all acts and things done by the Company in exercising powers under the power of attorney granted will be as good and valid as if they had been done by the Shareholder or Controller and agree to ratify and confirm whatever the attorney lawfully does, or causes to be done, under the appointment;
- (c) the Shareholder and Controller each agree to indemnify the attorney against all claims, demands, suits, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the attorney's powers and authorities under that appointment;
- (d) the Shareholder and Controller each agree to deliver to each attorney, the Company and to each director of the Company on demand any power of attorney, instrument of transfer or other document as the attorney, Company or director may require for the purposes of the transaction contemplated under the 'Leaver' event in Schedule 3;
- (e) the Shareholder and Controller each agree that each attorney may exercise its powers under the attorney appointment even if the attorney benefits from the exercise of that power; and
- (f) the powers of attorney in this clause 7.6 are separate and independent and do not limit each other.



## Schedule 1

### Shareholders, Controllers and Restricted Shares

---

Shareholder	Controller ('N/A' if none)	Restricted Shares
Dr Bruce Allen	N/A	115,909



## Schedule 2

### Release from Dealing restrictions

---

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

Item	Restricted Shares	Release from Dealing restrictions
1	One third of the Restricted Shares	One third of the Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Restricted Shares	A further one third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Restricted Shares	The final one third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.





## Schedule 3

### Exceptions from Dealing restrictions

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During the Escrow Period, the Shareholder or 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 2 will cease to apply.

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years.</li></ol>	100% of Restricted Shares and Controller Interests may be Dealt with.
<b>Leaver</b>	If, at any time during the Escrow Period, the Shareholder or its Controller (whichever is a radiologist) ceases to be employed or engaged by a Group Company in circumstances other than those permitted in this deed.	The Shareholder and Controller acknowledge and agree that it must (at the time the condition is satisfied) at the election of the Company: <ol style="list-style-type: none"><li>1. transfer the full legal and beneficial title to 100% of the Restricted Shares to a person or entity nominated by the Company for nil consideration; or</li><li>2. sell 100% of Restricted Shares and the proceeds of the sale are to be returned to the Company.</li></ol>



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
<b>Board discretion</b>	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, agree to vary the terms on which Restricted Shares and Controller Interests may be Dealt with.	As determined by the Board.



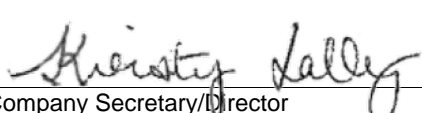
## Signing page

Executed as a deed


---

### Company

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

sign here ►   
Company Secretary/Director

print name Kirsty Lally

sign here ►   
Director

print name Dr Ian Kadish

### Shareholder

Signed sealed and delivered by  
**Bruce Allen**

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  
**Bruce Allen**

in the presence of

sign here ►

\_\_\_\_\_  
*[Signature of Bruce Allen]*

sign here ►

\_\_\_\_\_  
*[Signature of Keesy Waalkens]*

Witness

print name

\_\_\_\_\_  
Bruce Allen

print name

\_\_\_\_\_  
Keesy Waalkens

**Max Trust Company Limited ATF WestHighland Trust - Attachment  
2**



HERBERT  
SMITH  
FREEHILLS

Deed

## Restriction Deed

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Max Trust Company Limited (NCZN 838616) as  
trustee for the West Highland Trust

Mary Gordon

Integral Diagnostics Limited



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## Restriction Deed

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Date ► 17 May 2022

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Between the parties

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Company	<b>Integral Diagnostics Limited</b> ABN 55 130 832 816 of Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 <b>(Company)</b>
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Shareholder	<b>Max Trust Company Limited in its capacity as trustee of the West Highland Trust</b> NZCN 838616 of 211 Te Whau Drive, Waiheke Island <b>(Shareholder)</b>
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Controller	<b>Mary Gordon</b> 211 Te Whau Drive, Waiheke Island <b>(Controller)</b>
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Recitals	<ol style="list-style-type: none"><li>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.</li><li>2 The Shareholder and Controller will be released from restrictions on Dealing in their Restricted Shares and Controller Interests as set out in this deed.</li></ol>
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This deed witnesses as follows:

# 1 Definitions and interpretation

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## 1.1 Definitions

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

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

Term	Meaning
	<ol style="list-style-type: none"> <li>2 create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;</li> <li>3 enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Share or Controller Interest;</li> <li>4 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; or</li> <li>5 agree to do any of these things.</li> </ol> <p><b>Deal</b> and <b>Dealt</b> each have a corresponding meaning.</p>
<b>Dispose</b>	has the meaning given to that term in the Listing Rules.
<b>Escrow Period</b>	the period commencing on the Issue Date, until the date on which the Restricted Shares may be Dealt with in accordance with terms and conditions set out in Schedule 2 and Schedule 3.
<b>Governmental Agency</b>	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
<b>Group</b>	the Company and all of its subsidiaries from time to time and <b>Group Company</b> means any one of them.
<b>Holding Lock</b>	has the meaning in Section 2 of the Settlement Operating Rules.
<b>Initial Restricted Shares</b>	<ol style="list-style-type: none"> <li>1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in item 1 of Schedule 1; and</li> <li>2 any securities in the Company attaching to or arising out of those Shares.</li> </ol>
<b>Issue Date</b>	the date the Transaction is completed.



Term	Meaning
<b>Issuer Sponsored Subregister</b>	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
<b>Listing Rules</b>	the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
<b>Related Shareholder</b>	in relation to a Controller, the Shareholder against whose name the Controller is listed in Schedule 1.
<b>Restraint</b>	each of: <ol style="list-style-type: none"><li>1 the restraint deed entered into between, amongst others, the Company and the Controller on or about the date of this deed; and</li><li>2 the restraint provisions set out in the Sale Agreement.</li></ol>
<b>Restricted Shares</b>	<ol style="list-style-type: none"><li>1 the Initial Restricted Shares; and</li><li>2 the Additional Restricted Shares,</li></ol> to the extent such shares have not been released from Dealing restrictions pursuant to this deed.
<b>Restriction Deed</b>	a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing.
<b>Sale Agreement</b>	the share sale agreement entered into by Integral Diagnostics New Zealand Limited and others relating to the acquisition of Horizon Radiology Limited (NZCN 1402530).
<b>Security Interest</b>	an interest or power: <ol style="list-style-type: none"><li>1 reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ol>

Term	Meaning
<b>Settlement Operating Rules</b>	the operating rules of ASX Settlement.
<b>Share</b>	an ordinary fully paid share in the Company.
<b>Summarily Dismissed</b>	<p>the Controller's employment is terminated by a Group Company for:</p> <ol style="list-style-type: none"> <li>1 a breach of any conflict of interest, confidentiality, or intellectual property provision applicable to the Controller;</li> <li>2 sustained underperformance;</li> <li>3 any serious breach by the Controller of any Group Company policy or employment agreement;</li> <li>4 gross negligence;</li> <li>5 a felony or a crime involving moral turpitude, fraud or any other act or intentional omission involving dishonesty;</li> <li>6 any actions that do, or could reasonably be considered likely to, damage the reputation of any Group Company; or</li> <li>7 any other reason that is generally accepted under New Zealand employment law to entitle the Group Company to summarily dismiss the Controller.</li> </ol>
<b>Trading Day</b>	a 'trading day' as defined in the Listing Rules.
<b>Transaction</b>	the sale of shares in Horizon Radiology Limited (NZCN 1402530 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

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### 3.1 Release from Dealing restrictions

- (a) Without limiting clause 3.2, during the Escrow Period, the Shareholder and Controller may Deal in Restricted Shares and Controller Interests in accordance with the terms set out in Schedule 2 (Release from Dealing Restrictions) and Schedule 3 (Exceptions from Dealing Restrictions).
- (b) For the avoidance of doubt, if:
  - (1) the Controller is Summarily Dismissed; or
  - (2) the Shareholder or its Controller breaches a term of the Restraint,then the Shareholder's Restricted Shares will be dealt with in accordance with clause 7.6 and Schedule 3.
- (c) To avoid doubt, once a Restricted Share has been released from the Dealing restrictions in this deed in accordance with Schedule 2 (Release from Dealing Restrictions), it is no longer considered a Restricted Share for the purposes of this deed.

### 3.2 General exceptions

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

### 3.3 Notice

If the Shareholder or Controller becomes aware:

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

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

## 4 Warranties and acknowledgment

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### 4.1 Giving of warranties

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

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



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

## 4.2 Acknowledgment

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

## 4.3 Survival of representations and warranties

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

# 5 Consequences of breaching this deed

---

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



enforce the Shareholder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

## 6 Notices

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

Party	Notice details
<b>Shareholder</b>	For the Shareholder, the name, address and email address (if any) specified for the Shareholder in the Company's register of members from time to time.
<b>Controller</b>	For the Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder in the Company's register of members from time to time.
<b>Company</b>	<b>Attention:</b> Chief Executive Officer and Company Secretary <b>Address:</b> Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 <b>Email:</b> <a href="mailto:kadishi@integraldiagnosics.com.au">kadishi@integraldiagnosics.com.au</a> and <a href="mailto:klally@idxgroup.com.au">klally@idxgroup.com.au</a>

- (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.

## 7 General

### 7.1 Governing law and jurisdiction

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

### 7.2 Amendment

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

### 7.3 Counterparts

This deed may be executed in any number of counterparts.

### 7.4 Further assurances

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

### 7.5 Time of essence

Time is of the essence in this deed.

### 7.6 Power of attorney

In consideration of, among other things, the mutual promises contained in this deed:

- (a) the Shareholder and Controller each irrevocably appoint the Company and each of the directors of the Company from time to time jointly and severally as its attorney to complete and execute such documents and take such other steps



for and on its behalf as (in each case) the attorney thinks necessary or desirable to give effect to the transaction contemplated under the 'Leaver' event in Schedule 3;

- (b) the Shareholder and Controller each declare that all acts and things done by the Company in exercising powers under the power of attorney granted will be as good and valid as if they had been done by the Shareholder or Controller and agree to ratify and confirm whatever the attorney lawfully does, or causes to be done, under the appointment;
- (c) the Shareholder and Controller each agree to indemnify the attorney against all claims, demands, suits, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the attorney's powers and authorities under that appointment;
- (d) the Shareholder and Controller each agree to deliver to each attorney, the Company and to each director of the Company on demand any power of attorney, instrument of transfer or other document as the attorney, Company or director may require for the purposes of the transaction contemplated under the 'Leaver' event in Schedule 3;
- (e) the Shareholder and Controller each agree that each attorney may exercise its powers under the attorney appointment even if the attorney benefits from the exercise of that power; and
- (f) the powers of attorney in this clause 7.6 are separate and independent and do not limit each other.



## Schedule 1

### Shareholders, Controllers and Restricted Shares

---

No.	Shareholder	Controller ('N/A' if none)	Restricted Shares
1	Max Trust Company as trustee of the West Highland Trust	Mary Gordon	115,909
2	Max Trust Company as trustee of the West Highland Trust	Mary Gordon	231,817



## Schedule 2

### Release from Dealing restrictions

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

#### 1.1 Initial Restricted Shares

In relation to the Initial Restricted Shares:

Item	Initial Restricted Shares	Release from Dealing restrictions
1	One third of the Initial Restricted Shares	One third of the Initial Restricted Shares can be Dealt with on the third anniversary of the Issue Date.
2	One third of the Initial Restricted Shares	A further one third of the Initial Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
3	One third of the Initial Restricted Shares	The final one third of the Initial Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.

#### 1.2 Additional Restricted Shares

In relation to the Additional Restricted Shares:

Item	Additional Restricted Shares	Release from Dealing restrictions
1	One fifth of the Additional Restricted Shares	One fifth of the Additional Restricted Shares can be Dealt with on the first anniversary of the Issue Date.
2	One fifth of the Additional Restricted Shares	A further one fifth of the Additional Restricted Shares can be Dealt with on the second anniversary of the Issue Date.
3	One fifth of the Additional Restricted Shares	A further one fifth of the Additional Restricted Shares can be Dealt with on the third anniversary of the Issue Date.



Item	Additional Restricted Shares	Release from Dealing restrictions
4	One fifth of the Additional Restricted Shares	A further one fifth of the Additional Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date.
5	One fifth of the Additional Restricted Shares	The final one fifth of the Additional Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date.



## Schedule 3

### Exceptions from Dealing restrictions

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During the Escrow Period, the Shareholder or 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 2 will cease to apply. [

1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
<b>Death / permanent incapacity</b>	If applicable, the Shareholder or its Controller: <ol style="list-style-type: none"><li>1 dies; or</li><li>2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years.</li></ol>	100% of Restricted Shares and Controller Interests may be Dealt with.
<b>Leaver</b>	If, at any time during the Escrow Period: <ol style="list-style-type: none"><li>1 the Controller is Summarily Dismissed; or</li><li>2 the Shareholder or its Controller breaches a term of the Restraint.</li></ol>	The Shareholder and Controller acknowledge and agree that it must (at the time the condition is satisfied) at the election of the Company: <ol style="list-style-type: none"><li>1. transfer the full legal and beneficial title to 100% of the Restricted Shares to a person or entity nominated by the Company for nil consideration; or</li><li>2. sell 100% of Restricted Shares and the proceeds of the sale are to be returned to the Company.</li></ol>



1. Event	2. Conditions	3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions
<b>Board discretion</b>	Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, agree to vary the terms on which Restricted Shares and Controller Interests may be Dealt with.	As determined by the Board.



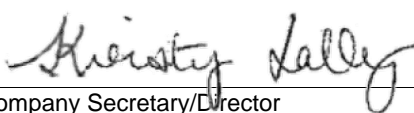
## Signing page

Executed as a deed

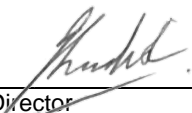
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### Company

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

sign here ►   
Company Secretary/Director

print name Kirsty Lally

sign here ►   
Director

print name Dr Ian Kadish

### Controller

Signed sealed and delivered by  
**Mary Gordon**  
by

in the presence of

sign here ► \_\_\_\_\_

sign here ► \_\_\_\_\_  
Witness

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

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

### Shareholder

Signed sealed and delivered by  
**Max Trust Company Limited as  
trustee of the West Highland  
Trust**  
by

in the presence of

sign here ► \_\_\_\_\_  
Director

sign here ► \_\_\_\_\_  
Witness

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

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



HERBERT  
SMITH  
FREEHILLS

## Signing page

Executed as a deed

### Company

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

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

sign here ► \_\_\_\_\_  
Director

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

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

### Controller

Signed sealed and delivered by  
**Mary Gordon**

sign here ► \_\_\_\_\_  
DocuSigned by:  
*Mary Gordon*  
B55B110EABDA474...  
Mary Gordon

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

in the presence of

sign here ► \_\_\_\_\_  
DocuSigned by:  
*Dean Gordon*  
05EC172487D54A5...  
Witness  
Dean Gordon

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

### Shareholder

Signed sealed and delivered by  
**Max Trust Company Limited as  
trustee of the West Highland  
Trust**  
by

sign here ► \_\_\_\_\_  
DocuSigned by:  
*Mary Gordon*  
B55B110EABDA474...  
Director  
Mary Gordon

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

in the presence of

sign here ► \_\_\_\_\_  
DocuSigned by:  
*Dean Gordon*  
05EC172487D54A5...  
Witness  
Dean Gordon

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

## Appendix D

### Integral Diagnostics Limited FY23 Loan Share Scheme

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<b>FY23 Loan Share Scheme</b>	In May 2022, Integral Diagnostics Limited (the <b>Company</b> ) invited eligible radiologists to apply to participate in the FY23 Loan Share Scheme ( <b>Offer</b> ). Offers were made under the Integral Diagnostics Limited Recourse Loan Plan ( <b>Plan</b> ). The terms of Offer are set out below.
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<b>Overview of Offer</b>	Participants were invited to make a cash contribution of between \$25,000 and \$250,000 toward the acquisition of shares in Integral Diagnostics Limited ( <b>Self-Funded Shares</b> ). 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 ( <b>Loan Shares</b> ).
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<b>Participants</b>	Only Australian-resident radiologists who had been continuously employed with the Company or its related bodies corporate (the <b>Group</b> ) for 12 months or more and who have or have had IDX shareholdings of less than 100,000 IDX shares were eligible to participate in the Offer.
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<b>Share allocation date</b>	<p>The allocation date for Self-Funded Shares and Loan Shares was 5 September 2022.</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>
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<b>Loan Share vesting period</b>	A vesting period applies to Loan Shares commencing on the allocation date (5 September 2022) and ending on the 4 <sup>th</sup> anniversary of the allocation date (5 September 2026).
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<b>Loan repayment date</b>	5 September 2032.
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<b>Initial Contribution Amount</b>	To participate, eligible employees were required to pay an amount between \$25,000 and \$250,000 ( <b>Initial Contribution Amount</b> ), toward the acquisition of shares in the Company before 4 August 2022.
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<b>Self-Funded Share terms</b>	<p><b>Allocation of Self-Funded Shares</b></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 2022. The Acquisition Price was \$3.0182.</p> <p><b>Holders of Self-Funded Shares</b></p> <p>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</p>
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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 5 September 2023, being the 1<sup>st</sup> anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 5 September 2024, being the 2<sup>nd</sup> anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 5 September 2025, being the 3<sup>rd</sup> anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 5 September 2026, being the 4<sup>th</sup> 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).

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#### **Loan Share terms**

##### **Allocation of Loan Shares**

Participants were provided with a limited recourse interest-free loan on 5 September 2022, 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 5 September 2032.

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 4<sup>th</sup> anniversary of the Allocation Date (5 September 2026) (**Service Condition**).

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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.

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#### **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).

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#### **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.

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#### **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.

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**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.

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**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.

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