

### 3D Medical Completes Merger with Mach7 Technologies

- **3D Medical (3DM) completes merger with Mach7 Technologies to deliver significant revenue boost**
- **3DM will be changing its name to Mach7 Technologies Limited and its ASX issuer code to ASX:M7T**
- **Strengthened Board and executive team in place to drive earnings and transform company into a global operation**

3D Medical Limited (ASX:3DM) (**3D Medical** or the **Company**) is pleased to announce that the Merger with Mach7 Technologies Pte. Ltd (**Merger**) has been completed.

The Merger was approved by shareholders at the Extraordinary General Meeting held by the Company on 31 March 2016 and was subject to the completion of a number of formalities customary with a transaction of this nature.

The Merger was effected by the Company issuing 459,499,119 ordinary shares to the vendors as consideration for the acquisition of all the issued capital in Mach7 Technologies Pte. Ltd (**Mach7 Technologies**). Additionally, the Company has issued 300,000,000 performance shares to the vendors on the terms described in the Company's Notice of Meeting dated 26 February 2016. The performance shares may convert to ordinary shares in the Company subject to the achievement of specific revenue and share price targets at 31 December 2016 and 31 December 2017.

Following completion of the Merger, the Company's capital structure is comprised as follows:

Securities	Number on issue
<b>Fully paid ordinary shares</b>	<b>894,500,997</b>
▪ Escrowed for varying periods	513,655,270
▪ Non-escrowed and tradeable	380,845,727
<b>Performance shares</b>	<b>300,000,000</b>
▪ Escrowed to 8 April 2017	295,159,594
▪ Non-escrowed	4,840,406
<b>Options to acquire ordinary shares</b>	<b>121,841,164</b>
▪ Options issued under Long Term Incentive Plan ( <b>LTIP</b> ), exercisable at \$0.10, between 8 April 2017 and 8 April 2020	1,000,000
▪ Options issued under LTIP, exercisable at \$0.10, between 8 April 2018 and 8 April 2021	6,000,000
▪ Options exercisable at \$0.05 on or before 6 August 2016	71,948,737*
▪ Options exercisable at \$0.05 on or before 6 February 2017	42,892,427*

\*21,705,606 August Options and 12,939,854 February Options are escrowed to 18 February 2017

The Company confirms the retirement of Directors Mr Frank Pertile and Mr Stephen Hewitt-Dutton. The Board of the Company now comprises Mr Ken Poutakidis as Non-Executive Chairman, Mr Damien Lim, Mr Nobuhiko Ito and Dr Nigel Finch as Non-Executive Directors and Mr Albert Liong as Managing Director and Global Chief Executive Officer. The terms of Mr Liong's current Executive Services Agreement are summarised in the Appendix to this announcement. The Company is in the process of finalising the terms of a new Executive Services Agreement with Mr Liong in relation to his appointment, and will advise shareholders of the material terms of this new agreement once executed.

Supporting the Board are Ms Jenni Pilcher, Chief Financial Officer and CEO of the Australian operations and Ms Alyn Tai, Company Secretary. The Company's registered office will remain as Unit 4, 435 Williamstown Rd, Port Melbourne Victoria 3207.

The Company also confirms that it will be changing its name to "**Mach7 Technologies Limited**", and that its shares will commence trading under the new ASX issuer code '**M7T**' shortly.

In addition to focusing on the sale and support of Mach7's award-winning medical software platform, the Company will continue its existing activities of 3D printing and holographic projection with the latter activities being conducted under the brand name 3D Medical, a wholly-owned subsidiary of the Company.

Mr Ken Poutakidis, Non-Executive Chairman, said "the merger will transform the company into a global operation led by a motivated and talented leadership team. The merger with Mach7 will deliver a material revenue boost to the company and provide significant opportunities to scale the company's activities to leading international healthcare institutions."

**- ENDS**

**For more information, contact:**

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(to be renamed Mach7 Technologies Limited)**

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**ASX Announcement**

**8 April 2016**

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**About Mach7 Technologies:**

Mach7 Technologies is a global provider of enterprise image management systems that allow healthcare enterprises to easily identify, connect, and share diagnostic image and patient care intelligence where and when needed. Mach7's award-winning platform delivers image management including rapid record identification, integration, synchronisation and routing, advanced clinical viewing, and optimized vendor neutral archiving. Mach7 has locations in the U.S., Asia, Australia, Africa and the Middle East. For more information, visit [www.mach7t.com](http://www.mach7t.com)

The Company's wholly-owned subsidiary, 3D Medical, provides medical specific 3D printing is an exclusive distributor of various synergistic technologies including holographic projection. 3D Medical's innovative products leverage data already captured by conventional imaging modalities and apply it in more meaningful ways to deliver improved economic and patient outcomes. For more information, visit [www.3dmedical.com.au](http://www.3dmedical.com.au)

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## Appendix

### Summary of terms of Mr Albert Liong's Executive Services Agreement

Mach7 Technologies Pte Ltd entered into an executive services agreement dated 1 December 2013 with Mr Albert Liong in relation to his role as Chief Executive Officer of Mach7 Technologies Pte Ltd (**Agreement**). The terms of the Agreement will continue to apply to Mr Liong's role as Managing Director and Global Chief Executive Officer (**CEO**) of 3D Medical Limited (to be renamed Mach7 Technologies Limited) (**3D Medical** or the **Company**) until such time as a new executive services agreement is finalised and executed.

A summary of the key terms of the Agreement is as follows:

(a) **Duration of the agreement**

The appointment of Mr Liong to the role of CEO of the Company is effective from 8 April 2016. The term of his employment will continue until terminated in accordance with the Agreement.

(b) **Remuneration and expenses**

- i. **Fixed remuneration** – Mr Liong's base remuneration is US\$234,000 per annum.
- ii. **Annual performance bonus** – Mr Liong is entitled to receive an annual performance bonus (**Performance Bonus**) subject to achieving the targets determined by the Board (**Performance Bonus Targets**). The amount of the Performance Bonus may be revised annually and the Performance Bonus Targets shall be determined by the Board annually.
- iii. **Expenses** – Mr Liong is entitled to claim from the Company reimbursement of reasonable out-of-pocket expenses properly incurred in the performance of his duties and responsibilities (and upon production of satisfactory receipts).
- iv. **Review** – The Company may review Mr Liong's performance periodically and may, following a review, elect at its discretion to increase his remuneration or vary his benefits (if any).

(c) **Termination of employment**

- i. **Termination by the Company** – Mr Liong's employment may be terminated at any time by the Company giving him 3 months' written notice of termination (or payment in lieu of such notice). The Company may terminate Mr Liong's employment immediately in certain circumstances including serious misconduct and material breach of the Agreement. The Company may also terminate Mr Liong's employment if he is incapacitated for an extended period.
- ii. **Termination by Mr Liong** – Mr Liong may terminate his employment at any time by giving the Company 3 months' written notice of termination.

(d) **Non-competition and non-solicitation**

Mr Liong must not, during his employment and for a period of 2 years from the date of termination of his employment, except with the written consent of the Company, engage in (directly or indirectly) any undertaking or business of a similar nature to, or in competition with, the business of the Company in a country in which the Company carries on business, nor solicit the custom of any person who has been a customer of the Company during the period of 12 months immediately preceding termination of Mr Liong's employment.