

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

01/11/2021

The previous notice was given to the company on

06/07/2021

The previous notice was dated

06/07/2021

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 | 22,386,708 | 11.27% | 25,297,985 | 12.47% |

3. Changes in relevant interests

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

| Date of change | Person whose relevant interest | Nature of change (6) | Consideration given in relation to change (7) | Class and number of securities affected | Person's votes affected |
|-------------------|--------------------------------|--|--|---|-------------------------|
| 31 July 2021 | Integral Diagnostics Limited | Release from voluntary escrow/holding lock | Non-cash pursuant to the voluntary escrow arrangements between Integral Diagnostics Limited and the registered holders of the securities as set out in the Restriction Deed (Radiologist/Management) lodged with ASX on 27 October 2015 (IPO Restriction Deed) | (336,145) | (336,145) |
| 30 September 2021 | | | | (50,559) | (50,559) |
| 1 September 2021 | | | 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. | (232,157) | (232,157) |
| 30 August 2021 | | Issue of shares pursuant to the Company's Long Term Incentive Scheme (LTI). | Under the LTI 91,590 shares were issued under the Integral Diagnostics Limited Equity Incentive Plan which were subject to a holding lock. Details of the LTI are outlined in the Remuneration Report in the Company's Annual Report. | 91,590 | 91,590 |
| 6 September 2021 | | Issue of shares pursuant to the Company's Radiologist Loan Share Scheme and NZ Matching Options Offer. | Under the Radiologist Loan Share Scheme and NZ Matching Options Offer <ul style="list-style-type: none"> 48,379 self-funded shares pursuant to IDX's FY22 New Zealand Matching Options Offer (FY22 NZ Shares) made under the Integral Diagnostics Limited Equity Incentive Plan; and 761,964 shares pursuant to IDX's FY22 Loan Share Scheme made under the Integral Diagnostics Limited Recourse Loan Plan (FY22 Loan Shares). Both the FY22 NZ Shares and FY22 Loan Shares are subject to a holding lock. Details of the Radiologist Loan Share Scheme and NZ Matching Options Offer are attached in Appendix C) | 810,343 | 810,343 |

| | | | | |
|-----------------|--|--|-----------|-----------|
| 1 November 2021 | <p>Restriction on disposal of shares under voluntary escrow arrangements disclosed to ASX on 30 September 2021 (refer Appendix 3B issue of shares) for the acquisition of the X-Ray Group (XRG) (as set out in the various Restriction Deeds listed in Appendix B, collectively known as the XRG 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.</p> | <p>Non-cash pursuant to the voluntary escrow arrangements between Integral Diagnostics Limited and the registered holders of the securities as set out in the XRG Restriction Deeds (listed and attached in Appendix B).</p> | 2,628,205 | 2,628,205 |
|-----------------|--|--|-----------|-----------|

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

| Holder of relevant interest | Registered holder of securities | Person entitled to be registered as holder (8) | Nature of relevant interest (6) | Class and number of securities | Person's votes |
|------------------------------|---------------------------------------|--|--|--------------------------------|----------------|
| Integral Diagnostics Limited | The holders as set out in Appendix A. | The holders as set out in Appendix A. | <p>Restriction on disposal of shares under:</p> <p>a) voluntary escrow arrangements disclosed in Integral Diagnostics Limited's replacement Prospectus dated 9 October 2015, the announcements to ASX on 27 October 2015, 1 July 2016, 16 February 2018, 2 July 2018 and 8 November 2019 (and as set out in the IPO Restriction Deed, WDR Restriction Deed, NZ1 Restriction Deed, NZ Boyer Restriction Deed, NZ Gee Restriction Deed GMI Restriction Deed, IQ Restriction Deeds , Ascot Restriction Deeds and XRG 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> | 25,297,985 | 25,297,985 |

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:

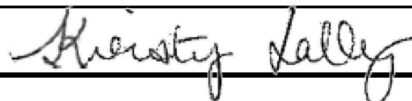
| Name | Address |
|----------------------------------|--|
| Integral Diagnostics Limited | Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 |
| Holders as set out in Annexure A | C/- Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 |

Signature

print name Kirsty Lally

capacity Company Secretary

sign here



date 2/11/2021

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

GUIDE

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

Signature

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

Lodging period

Nil

Lodging Fee

Nil

Other forms to be completed

Nil

Additional information

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

Annexures

To make any annexure conform to the regulations, you must

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

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

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

Appendix A

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

Kirsty Lally
Company Secretary

| Registered Holder | Ordinary Shares |
|---|-----------------|
| A G TAYLOR (MEDICAL) PTY LTD ATF TAYLOR FAMILY A/C | 71 303 |
| BRETT SOUNNESS PTY LTD ATF SOUNNESS FAMILY A/C | 48 496 |
| CREGGAN INVESTMENTS PTY LTD ATF CRANFIELD FAMILY A/C | 50 559 |
| VISIONARY IMAGING PTY LTD ATF LU FAMILY PROSPERITY A/C | 264 841 |
| ELDRIDGE PINES PTY LTD ATF N A WALTERS FAMILY ACCOUNT | 106 830 |
| PRENTES PTY LTD ATF THE NAGORICKA FAMILY TRUST | 106 830 |
| GOODEAR MUSIC PTY LTD ATF THE GOODEAR TRUST | 131 838 |
| PETER J ANSLEY & ST LEGER M REEVES & STEPHEN EICHSTEADT & THOMAS Q ST LEGER REEVES ATF MAGNOLIA A/C | 2 501 615 |
| BECA TRUSTEE SERVICES LTD ATF ABIKHAIR A/C | 53 735 |
| LUCINDA KATHLEEN BOYER | 83 361 |
| BREW NEURORADIOLOGY TRUSTEE LTD ATF BREW FAMILY A/C | 214 836 |
| JAMES CALDWELL | 178 527 |
| ANDREW WYN CLARKE & PAUL JOHN MCCORMICK ATF WYN FAMILY A/C | 348 468 |
| COBREC LTD | 53 735 |
| RICHARD ROBIN GEE | 32 202 |
| JOHN KER AYTON HOPE | 128 076 |
| GARETH CAMPBELL HUGHES | 59 687 |
| MAURICE WILLIAM MORIARTY | 421 869 |
| REEF POINT LIMITED ATF REEF POINT A/C | 185 094 |
| RICHARD CLIFFORD SUDELL | 127 747 |
| SIMON GERARD VODANOVICH | 98 437 |
| ADAM NOEL WORTHINGTON & F H TRUSTEE PTY LTD & HELEN LOUISE MARY WORTHINGTON ATF BIRDINGTON A/C | 165 009 |
| ADELPHI PTY LTD | 780 111 |
| V MERCURI ATF MERCURI SUPER FUND | 18 514 |
| AZURETREAT PTY LTD ATF BREADMORE SUPERANNUATION FUND | 18 514 |
| CIRROCUMULUS LENTICULARIS PTY LTD ATF THE CIRROCUMULUS LENTICULARIS SUPERANNUATION FUND | 57 608 |
| BRENDON RANDALL FRIESEN | 46 206 |
| HENG YEE WONG | 11 108 |
| NAZAR BOKANI | 231 430 |
| PE NOMINEES PTY LTD ATF THE ENGLISH SUPERANNUATION FUND | 12 960 |
| PRATHIBHA ELIZABETH ANN JOSE | 31 474 |
| RAJESH KHUJNERI | 162 936 |
| LAURA GROOMBRIDGE | 46 206 |
| BRUNIE DANGA-CHRISTIAN | 46 284 |
| VEDGIBEH INVESTMENTS PTY LTD | 78 881 |
| BEHDIN ABED | 43 300 |
| ANNABEL KUEK | 23 142 |
| VINCENZO MERCURI | 74 057 |
| ROSS BREADMORE | 74 057 |
| BRETT SOUNNESS | 385 124 |
| MICHAEL CHAN | 87 932 |
| PETER ROBERT ENGLISH | 51 840 |
| PATRICK JOSEPH EDWIN | 125 897 |
| CHEK POH BEH | 315 526 |
| BENJAMIN MCGUINNESS | 60 420 |
| KJC CONSULTANT LTD | 13 137 |
| HANI TRASIL | 56 091 |
| THE THOMAS SF TC PTY LTD | 37 487 |
| IMOGEN OMEARA | 23 064 |
| KIAN SOON LIM | 198 776 |
| ROY THOMAS | 149 950 |
| DR JOHN EVANS | 41 746 |
| DR PRADEEP SONWALKER | 67 868 |
| DR AMIT SIDANA | 22 424 |
| DR MARK SINNAMON | 47 710 |
| HAR GAO HOLDING PTY LTD AS TRUSTEE FOR AFCHAN FAMILY TRUST | 1 194 723 |
| THOMAS RADIOLOGY PTY LTD AS TRUSTEE FOR THE THOMAS RADIOLOGY TRUST | 1 194 723 |
| DANSHABREN PTY LTD AS TRUSTEE FOR G.J. AND L.M. CLARK FAMILY TRUST | 1 194 723 |
| NESTHAVEN PTY LTD AS TRUSTEE FOR JCNB TRUST | 1 194 723 |
| MCSOMMERTOSH PTY LTD ATF THE DELICIA FAMILY TRUST | 1 194 723 |
| WAKEFIELD FAMILY HOLDINGS PTY LTD AS TRUSTEE FOR WAKEFIELD FAMILY TRUST | 1 194 723 |
| LARSEN FT HOLDINGS PTY LTD | 1 194 723 |
| ELISSA PTY LTD AS TRUSTEE FOR ES'HAGHI FAMILY TRUST NO. 2 | 1 194 723 |
| FLORIBUNDA IMAGING PTY LTD AS TRUSTEE FOR SLAVEN FAMILY TRUST | 55 350 |
| DAVID RICHARD ROGERS & SUSAN JANE ROGERS & GEOFFREY ALEXANDER HAMILTON ATF CHAMONIX A/C | 301 647 |
| DAVID GRANT MILNE MARGOT FLORENCE EDWARDS GEOFFREY ALEXANDER HAMILTON ATF MILNE EDWARDS A/C | 301 647 |
| ANTHONY JAMES DOYLE JANE ELIZABETH RUCK DAVID GEOFFREY RUCK-AJ DOYLE AND JE RUCK FAMILY A/C< | 198 410 |
| PHILIP ALAN WEEKS JENNIFER LYNN WEEKS SIMON JEREMY KEMBER<P AND J WEEKS FAMILY A/C> | 252 038 |
| DAVID LLYWELYN DAVIES-PAYNE MARIANNE LOUISE SCOTT RICHARD JOHN BURRELL<DAVIES-PAYNE AND SCOTT FAMILY A/C> | 175 642 |
| PENILOPE SUSAN ALEXANDRA THOMSON ANDREW GRAHAM BARRIE MORTIMER MARIA JEAN DEW<MORTIMER FAMILY A/C> | 167 150 |
| CHRISTOPHER JOSEPH OCCLESHAW OCCLESHAW TRUSTEE COMPANY LIMITED<OCCLESHAW FAMILY A/C> | 99 219 |
| SALLY ELIZABETH ANNE URRY CHRISTOPHER KEVIN URRY FRASER DONALD FINLAYSON<URRY FAMILY A/C> | 171 597 |
| GRAEME DAVID ANDERSON | 160 882 |
| LINDA MARY ASHLEY PETER CLYDE REINSFIELD FM TRUSTEES 243 LIMITED<STONEY RIVER A/C> | 99 219 |
| ATARAXIS PERINATAL LIMITED | 152 846 |
| MELANIE JANE REES DAVID JOHN REES ROBERTA REES<MELANIE REES FAMILY A/C> | 152 846 |
| SALLY ANN VOGEL RICHARD HAUGHTON DAYSHAR GILES | 126 032 |
| KATHERINE ANN BALLANTYNE WOOD JOSHUA NICHOLAS WOOD B&M TRUSTEES NZ LIMITED<WOOD FAMILY A/C> | 80 441 |
| HENRY CHI KIT KWOK EUNICIA ONG TAN | 80 441 |
| RANGITOTO RADIOLOGY LIMITED | 80 441 |
| CT MEDICAL CONSULTING LIMITED | 80 441 |
| GARNET CHRISTOPHER VAUGHAN TREGONNING | 107 238 |
| RAYMOND JAMES TAI | 107 238 |
| STEFAN BREW | 21 109 |
| DAVID CRANFIELD CARLIE EVE AND ANTHONY OLLIFF ATF THE VERONA TRUST | 14 392 |
| DREAMBREAK PTY LTD | 19 190 |
| AM MCNAMEE INVESTMENTS PTY LTD ATF MCNAMEE MEYERS FAMILY TRUST | 47 975 |
| TEN TALENTS INVESTMENTS PTY LTD ATF TEN TALENETS INVESTMENT TRUST | 16 311 |
| ANTHONY CARDIN | 41 267 |
| MRS PRADNYA GAIKWAD ATF MAPLE TREE TRUST | 28 785 |
| YU MIN TANG | 51 174 |
| ANITA MCNAMEE | 127 934 |
| ANAND BANDERAO GAIKWAD | 76 760 |
| DONALICA LEA DUNCALFE | 48 428 |
| DANIEL HILBERT | 43 162 |
| ALEXANDER WILLIAM DAVIES | 126 993 |
| ABED INVESTMENTS PTY LTD ATF ABED FAMILY TRUST | 10 079 |
| HARDIK PATEL | 126 993 |
| TRACEY GIBBS ATF CHUMMIES FAMILY TRUST | 42 331 |
| LAURA ANNE MAHONEY | 10 079 |
| HARSA PTY LTD ATF HARSA TRUST | 14 111 |
| PINGGUO INVESTMENTS PTY LTD ATF PINGGUO TRUST | 30 236 |
| RAUF YOUSAF ATF MAARAI TRUST | 6 048 |
| DOSS SUPERANNUATION HOLDINGS PTY LTD ATF DOSS SUPERANNUATION FUND | 20 158 |
| TIJUDASSIR RASHID | 4 032 |
| SHRUTI SORAGAVI | 10 079 |
| ROBINSVILLE INVESTMENTS PTY LTD ATF CHARLIEBILL FAMILY TRUST | 22 173 |
| CHINTHAKA USHAN DE SILVA AND DHAHARA THILINI RANATUNGA ATF ROCKET TRUST | 20 158 |
| ALASTAIR EASON SARAH EASON JEREMY CLARK ATF EASON FAMILY TRUST | 28 221 |
| TONY MENGXI CHEN | 84 662 |
| LISA SORGER | 28 222 |
| MATTHEW STEVEN DEVINE | 60 472 |
| RAUF YOUSAF | 12 096 |
| AROCKIA XAVIER DOSS | 40 316 |
| SANNA KIRMANI | 8 064 |
| CRAIG BUCHAN | 44 346 |
| 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 | 108 945 |
| BRONWYN LOUISE ASHTON | 42 953 |
| DR MAE KOIMA | 80 128 |
| DR MATTHEW ENIOLA | 80 128 |

25 297 985

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

Vendors - Attachment 1

Dr Koima - Attachment 2

Dr Eniola - Attachment 3

Vendors - Attachment 1

For personal use only



HERBERT
SMITH
FREEHILLS

Deed

Execution version

Restriction deed

Each party named as a Shareholder in Schedule 1

Each party named as a Controller in Schedule 1

Integral Diagnostics Limited

For personal use only

Table of contents

| | | |
|----------|--|-----------|
| 1 | Definitions and interpretation | 1 |
| 1.1 | Definitions | 1 |
| 1.2 | Interpretation | 3 |
| 1.3 | Compliance with Listing Rules | 4 |
| 2 | Escrow | 4 |
| 2.1 | Shareholder restrictions during Escrow Period | 4 |
| 2.2 | Controller restrictions during Escrow Period | 4 |
| 2.3 | Escrow restrictions | 4 |
| 3 | Release and exceptions | 5 |
| 3.1 | Release from Dealing restrictions | 5 |
| 3.2 | General exceptions | 5 |
| 3.3 | Notice | 5 |
| 4 | Warranties and acknowledgment | 6 |
| 4.1 | Giving of warranties | 6 |
| 4.2 | Acknowledgment | 7 |
| 4.3 | Survival of representations and warranties | 7 |
| 5 | Consequences of breaching this deed | 7 |
| 6 | Notices | 7 |
| 7 | General | 8 |
| 7.1 | Governing law and jurisdiction | 8 |
| 7.2 | Amendment | 9 |
| 7.3 | Counterparts | 9 |
| 7.4 | Further assurances | 9 |
| 7.5 | Time of Essence | 9 |
| | Schedule 1 | |
| | Shareholders, Controllers and Restricted Shares | 10 |
| | Schedule 2 | |
| | Release from Dealing restrictions | 11 |
| | Schedule 3 | |
| | Exceptions from Dealing restrictions | 12 |
| | Signing page | 13 |



Restriction deed

Date ► 29 October 2021

Between the parties

| | |
|---------|--|
| Company | Integral Diagnostics Limited ABN 55 130 832 816 of Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 (Company) |
|---------|--|

| | |
|--------------|---|
| Shareholders | Each party named as a Shareholder in Schedule 1 (each a Shareholder) |
|--------------|---|

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

| | |
|----------|---|
| Recitals | <ol style="list-style-type: none">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.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 |
|----------------------------|---|
| 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 | 1 November 2021. |
| Controller Interest | in respect of the Controller, the securities, economic interests or other interests in the Shareholder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs. |
| Corporations Act | <i>Corporations Act 2001</i> (Cth). |
| Dealing | <p>in respect of any Restricted Share or Controller Interest, means to directly or indirectly:</p> <ol style="list-style-type: none">1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;2 create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest; |



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



| Term | Meaning |
|-----------------------------------|--|
| Related Shareholder | in relation to a Controller, each Shareholder against whose name the Controller is listed in Schedule 1. |
| 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">1 in relation to a Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and2 any securities in the Company attaching to or arising out of those Shares. |
| Security Interest | <p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition. |
| Settlement Operating Rules | the operating rules of ASX Settlement. |
| Share | an ordinary fully paid share in the Company. |
| Trading Day | a 'trading day' as defined in the Listing Rules. |

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 resettle the Trust.

4.2 Acknowledgment

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

4.3 Survival of representations and warranties

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

5 Consequences of breaching this deed

- (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 |
|--------------|--|
| Shareholders | For each Shareholder, the name, address and email address (if any) specified for that Shareholder in the Company's register of members from time to time. |
| Controllers | For each Controller, the name, address and email address (if any) specified for the Controller's Related Shareholder(s) in the Company's register of members from time to time. |
| Company | Attention: Chief Executive Officer and Company Secretary Address: Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 Email: ikadish@idxgroup.com.au and klally@idxgroup.com.au |

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

| Method of giving Notice | When Notice is regarded as given and received |
|---|---|
| By hand to the identified or nominated address | When delivered to the relevant address |
| By pre-paid post to the identified or nominated address | At 9.00am (addressee's time) on the second Business Day after the date of posting |
| 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 |
|--|----------------------------|-------------------|
| J.A. Mullins Pty Ltd ACN 080 980 758 as trustee for the James A Mullins Family Trust | James Mullins | 2,316,051 |
| Bronwyn Louise Ashton as trustee for the Bronwyn Brooks Family Trust | Bronwyn Louise Ashton | 151,898 |



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 third anniversary of the Issue Date. |
| 2 | One third of the Restricted Shares | One third of the Restricted Shares can be Dealt with on the fourth anniversary of the Issue Date. |
| 3 | One third of the Restricted Shares | One third of the Restricted Shares can be Dealt with on the fifth anniversary of the Issue Date. |



Schedule 3

Exceptions from Dealing restrictions

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

| 1. Event | 2. Conditions | 3. Restricted Shares or Controller Interests that may be Dealt with on occurrence of the Conditions |
|-------------------------------------|--|---|
| Death / permanent incapacity | If applicable, the Shareholder or its Controller: <ol style="list-style-type: none">1 dies; or2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years. | 100% of the Shareholder's Restricted Shares and Controller Interests may be Dealt with. |
| Board discretion | Upon written application by the Shareholder to the Board, the Board may, at its absolute discretion, vary the terms on which Restricted Shares and Controller Interests may be Dealt with. However, the Board may not vary the terms on which Restricted Shares and Controller Interests may be Dealt with in a manner that would be less favourable to the Shareholder or its Controller than the terms of this deed. | As determined by the Board. |



HERBERT
SMITH
FREEHILLS

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

Ian Kadish

Shareholder

Signed sealed and delivered by
**J.A. Mullins Pty Ltd ACN 080
980 758 as trustee for the James
A Mullins Family Trust**
by

sign here ▶

Company Secretary/Director

print name

JAMES MULLINS

sign here ▶

Director

print name

Jennette L. O'Reilly

Controller

Signed sealed and delivered by
James Mullins

sign here ▶

print name

JAMES MULLINS

in the presence of

sign here ▶

Witness

print name

LEO VANDRENIOS



Shareholder

Signed sealed and delivered by
**Bronwyn Louise Ashton as
trustee for the Bronwyn Brooks
Family Trust**

in the presence of

sign here ▶

sign here ▶

Witness

print name

BRONWYN ASHTON

print name

Matthew Gathercole

Controller

Signed sealed and delivered by
Bronwyn Louise Ashton

in the presence of

sign here ▶

sign here ▶

Witness

print name

BRONWYN ASHTON

print name

Matthew Gathercole

Dr Koima - Attachment 2

For personal use only



HERBERT
SMITH
FREEHILLS

Deed

Restriction deed

Mae Koima

Integral Diagnostics Limited

For personal use only

Table of contents

| | | |
|----------|---|-----------|
| 1 | Definitions and interpretation | 1 |
| 1.1 | Definitions | 1 |
| 1.2 | Interpretation | 3 |
| 1.3 | Compliance with Listing Rules | 4 |
| 2 | Escrow | 4 |
| 2.1 | Shareholder restrictions during Escrow Period | 4 |
| 2.2 | Escrow restrictions | 4 |
| 3 | Release and exceptions | 5 |
| 3.1 | Release from Dealing restrictions | 5 |
| 3.2 | General exceptions | 5 |
| 3.3 | Notice | 5 |
| 4 | Warranties and acknowledgment | 6 |
| 4.1 | Giving of warranties | 6 |
| 4.2 | Acknowledgment | 7 |
| 4.3 | Survival of representations and warranties | 7 |
| 5 | Consequences of breaching this deed | 7 |
| 6 | Notices | 7 |
| 7 | General | 8 |
| 7.1 | Governing law and jurisdiction | 8 |
| 7.2 | Amendment | 9 |
| 7.3 | Counterparts | 9 |
| 7.4 | Further assurances | 9 |
| 7.5 | Time of essence | 9 |
| 7.6 | Power of attorney | 9 |
| | Schedule 1 | |
| | Shareholders and Restricted Shares | 10 |
| | Schedule 2 | |
| | Release from Dealing restrictions | 11 |
| | Schedule 3 | |
| | Exceptions from Dealing restrictions | 12 |
| | Signing page | 13 |



Restriction deed

Date ► 29 September 2021

Between the parties

Company

Integral Diagnostics Limited

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

(Company)

Shareholder

Mae Koima

(Shareholder)

Recitals

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

This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

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

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

| Term | Meaning |
|-------------------------------------|---|
| | <p>Restricted Share or any legal, beneficial or economic interest in that Restricted Share; or</p> <p>5 agree to do any of these things.</p> <p>Deal and Dealt each have a corresponding meaning.</p> |
| Dispose | has the meaning given to that term in the Listing Rules. |
| Escrow Period | the period commencing on the 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. |
| Governmental Agency | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| Group | the Company and all of its subsidiaries from time to time and Group Company means any one of them. |
| Holding Lock | has the meaning in Section 2 of the Settlement Operating Rules. |
| Issuer Sponsored Subregister | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares. |
| Listing Rules | the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX. |
| Restriction Deed | a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing. |



| Term | Meaning |
|-----------------------------------|--|
| Restricted Shares | <ol style="list-style-type: none">1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and2 any securities in the Company attaching to or arising out of those Shares. |
| Sale Agreement | the securities sale agreement entered into by the Company and others relating to the X-Ray Group. |
| Security Interest | <p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition. |
| Settlement Operating Rules | the operating rules of ASX Settlement. |
| Share | an ordinary fully paid share in the Company. |
| Trading Day | a 'trading day' as defined in the Listing Rules. |
| Transaction | the sale of securities in the X-Ray Group 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 Escrow restrictions

The parties acknowledge and agree that:

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



3 Release and exceptions

3.1 Release from Dealing restrictions

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

3.2 General exceptions

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

3.3 Notice

If the Shareholder becomes aware:

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

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

4 Warranties and acknowledgment

4.1 Giving of warranties

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

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



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

4.2 Acknowledgment

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

4.3 Survival of representations and warranties

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

5 Consequences of breaching this deed

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

6 Notices

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

| Party | Notice details |
|-------------|---|
| Shareholder | 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. |



| Party | Notice details |
|---------|--|
| Company | Attention: Chief Executive Officer and Company Secretary Address: Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 Email: kadishi@integraldiagnostics.com.au and klally@idxgroup.com.au |

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

| Method of giving Notice | When Notice is regarded as given and received |
|---|---|
| By hand to the identified or nominated address | When delivered to the relevant address |
| By pre-paid post to the identified or nominated address | At 9.00am (addressee's time) on the second Business Day after the date of posting |
| 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 irrevocably appoints 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 declares 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 and agrees to ratify and confirm whatever the attorney lawfully does, or causes to be done, under the appointment;
- (c) the Shareholder agrees 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 agrees 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 agrees 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 and Restricted Shares

Shareholder

Restricted Shares

Mae Koima

80,128



Schedule 2

Release from Dealing restrictions

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

| Item | Restricted Shares | Release from Dealing restrictions |
|------|------------------------------------|---|
| 1 | 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 may, with the prior written consent of the Board, on the occurrence of any condition set out in column 2 (*Conditions*) in relation to the corresponding Event set out in column 1 (*Event*), Deal in its Restricted Shares on the terms set out in column 3 (*Restricted Shares that may be Dealt with on occurrence of the Conditions*) and Schedule 2 will cease to apply.

| 1. Event | 2. Conditions | 3. Restricted Shares that may be Dealt with on occurrence of the Conditions |
|------------------------------|---|--|
| Death / permanent incapacity | <p>If applicable, the Shareholder:</p> <ol style="list-style-type: none">1 dies; or2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years. | 100% of Restricted Shares may be Dealt with. |
| Leaver | If, at any time during the Escrow Period, the Shareholder ceases to be engaged by a Group Company in circumstances other than those permitted in this deed. | The Shareholder acknowledges and agrees that it must sell 100% of Restricted Shares (at the time the condition is satisfied) 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, vary the terms on which Restricted Shares may be Dealt with. However, the Board may not vary the terms on which Restricted Shares may be Dealt with in a manner that would be less favourable to the Shareholder than the terms of this deed. | As determined by the Board. |



Signing page

Executed as a deed

Company

Signed sealed and delivered by
Integral Diagnostics Limited
by

sign here ►



Company Secretary/Director

print name

Kirsty Lally, Co Secretary

sign here ►



Director

print name

Ian Kadish



Shareholder

Signed sealed and delivered by
Mae Koima

sign here ▶



print name

MAE KOIMA

in the presence of

sign here ▶



Witness

print name

Evans Maende

Dr Eniola - Attachment 3

For personal use only



HERBERT
SMITH
FREEHILLS

Deed

Restriction deed

Matthew Eniola

Integral Diagnostics Limited

Table of contents

| | | |
|----------|--|-----------|
| 1 | Definitions and interpretation | 1 |
| 1.1 | Definitions..... | 1 |
| 1.2 | Interpretation | 3 |
| 1.3 | Compliance with Listing Rules | 4 |
| 2 | Escrow | 4 |
| 2.1 | Shareholder restrictions during Escrow Period..... | 4 |
| 2.2 | Escrow restrictions | 4 |
| 3 | Release and exceptions | 5 |
| 3.1 | Release from Dealing restrictions | 5 |
| 3.2 | General exceptions | 5 |
| 3.3 | Notice | 5 |
| 4 | Warranties and acknowledgment | 6 |
| 4.1 | Giving of warranties | 6 |
| 4.2 | Acknowledgment..... | 7 |
| 4.3 | Survival of representations and warranties..... | 7 |
| 5 | Consequences of breaching this deed | 7 |
| 6 | Notices | 7 |
| 7 | General | 8 |
| 7.1 | Governing law and jurisdiction | 8 |
| 7.2 | Amendment..... | 9 |
| 7.3 | Counterparts..... | 9 |
| 7.4 | Further assurances | 9 |
| 7.5 | Time of essence..... | 9 |
| 7.6 | Power of attorney | 9 |
| | Schedule 1 | |
| | Shareholder and Restricted Shares | 10 |
| | Schedule 2 | |
| | Release from Dealing restrictions | 11 |
| | Schedule 3 | |
| | Exceptions from Dealing restrictions | 12 |
| | Signing page | 14 |



Restriction deed

Date ► 29 September 2021

Between the parties

| | |
|---------|---|
| Company | Integral Diagnostics Limited ABN 55 130 832 816 of Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 (Company) |
|---------|---|

| | |
|-------------|--|
| Shareholder | Matthew Eniola <div style="background-color: black; width: 200px; height: 1.2em; margin: 2px 0;"></div> (Shareholder) |
|-------------|--|

| | |
|----------|---|
| Recitals | <ol style="list-style-type: none">1 In connection with the Transaction, the Shareholder agrees to not Deal in its Restricted Shares during the Escrow Period on the terms of this deed.2 The Shareholder will be released from restrictions on Dealing in their Restricted Shares as set out in this deed. |
|----------|---|

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

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

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



| Term | Meaning |
|-------------------------------------|---|
| | <p>Restricted Share or any legal, beneficial or economic interest in that Restricted Share; or</p> <p>5 agree to do any of these things.</p> <p>Deal and Dealt each have a corresponding meaning.</p> |
| Dispose | has the meaning given to that term in the Listing Rules. |
| Escrow Period | the period commencing on the 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. |
| Governmental Agency | any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange. |
| Group | the Company and all of its subsidiaries from time to time and Group Company means any one of them. |
| Holding Lock | has the meaning in Section 2 of the Settlement Operating Rules. |
| Issuer Sponsored Subregister | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares. |
| Listing Rules | the listing rules of the ASX and any other rules of the ASX which are applicable while the Company is admitted to the official list of the ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX. |
| Restriction Deed | a restriction deed entered into between the Company and one or more shareholders of the Company under which Shares are subject to restrictions on Dealing. |



| Term | Meaning |
|-----------------------------------|--|
| Restricted Shares | <ol style="list-style-type: none">1 in relation to the Shareholder, the Shares identified as 'Restricted Shares' in relation to that Shareholder in Schedule 1; and2 any securities in the Company attaching to or arising out of those Shares. |
| Sale Agreement | the securities sale agreement entered into by the Company and others relating to the X-Ray Group. |
| Security Interest | <p>an interest or power:</p> <ol style="list-style-type: none">1 reserved in or over an interest in any securities including, but not limited to, any retention of title;2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and3 any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition. |
| Settlement Operating Rules | the operating rules of ASX Settlement. |
| Share | an ordinary fully paid share in the Company. |
| Trading Day | a 'trading day' as defined in the Listing Rules. |
| Transaction | the sale of securities in the X-Ray Group 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 Escrow restrictions

The parties acknowledge and agree that:

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



3 Release and exceptions

3.1 Release from Dealing restrictions

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

3.2 General exceptions

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

3.3 Notice

If the Shareholder becomes aware:

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

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

4 Warranties and acknowledgment

4.1 Giving of warranties

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

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



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

4.2 Acknowledgment

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

4.3 Survival of representations and warranties

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

5 Consequences of breaching this deed

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

6 Notices

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

| Party | Notice details |
|-------------|---|
| Shareholder | 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. |



| Party | Notice details |
|---------|--|
| Company | Attention: Chief Executive Officer and Company Secretary Address: Suite 9.02, Level 9, 45 William Street, Melbourne VIC 3000 Email: kadishi@integraldiagnosics.com.au and klally@idxgroup.com.au |

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

| Method of giving Notice | When Notice is regarded as given and received |
|---|---|
| By hand to the identified or nominated address | When delivered to the relevant address |
| By pre-paid post to the identified or nominated address | At 9.00am (addressee's time) on the second Business Day after the date of posting |
| 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 irrevocably appoints 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' or 'RANZCR qualified' events in Schedule 3;
- (b) the Shareholder declares 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 and agrees to ratify and confirm whatever the attorney lawfully does, or causes to be done, under the appointment;
- (c) the Shareholder agrees 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 agrees 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' or 'RANZCR qualified' events in Schedule 3;
- (e) the Shareholder agrees 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

Shareholder and Restricted Shares

| Shareholder | Restricted Shares |
|----------------|-------------------|
| Matthew Eniola | 80,128 |



Schedule 2

Release from Dealing restrictions

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

| Item | Restricted Shares | Release from Dealing restrictions |
|------|------------------------------------|---|
| 1 | 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 may, with the prior written consent of the Board, on the occurrence of any condition set out in column 2 (*Conditions*) in relation to the corresponding Event set out in column 1 (*Event*), Deal in its Restricted Shares on the terms set out in column 3 (*Restricted Shares that may be Dealt with on occurrence of the Conditions*) and Schedule 2 will cease to apply.

| 1. Event | 2. Conditions | 3. Restricted Shares that may be Dealt with on occurrence of the Conditions |
|------------------------------|--|--|
| Death / permanent incapacity | If applicable, the Shareholder: 1 dies; or 2 is injured, suffers from a medical condition or other impairment such that he or she cannot perform his or her duties in accordance with his or her employment or contractor agreement with a Group Company for a continuous period of 2 years. | 100% of Restricted Shares may be Dealt with. |
| Leaver | If, at any time during the Escrow Period, the Shareholder ceases to be engaged by a Group Company in circumstances other than those permitted in this deed. | The Shareholder acknowledges and agrees that it must sell 100% of Restricted Shares (at the time the condition is satisfied) and the proceeds of the sale are to be returned to the Company. |
| RANZCR qualified | If, prior to the third anniversary of the Issue Date, the Shareholder is not a Fellow of the Royal Australian and New Zealand College of Radiologists. | The Shareholder acknowledges and agrees that it must sell 100% of Restricted Shares (at the time the condition is satisfied) 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, vary the | As determined by the Board. |



1. Event

2. Conditions

3. Restricted Shares that
may be Dealt with on
occurrence of the
Conditions

terms on which Restricted Shares may be Dealt with. However, the Board may not vary the terms on which Restricted Shares may be Dealt with in a manner that would be less favourable to the Shareholder than the terms of this deed.



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, Co Secretary

sign here ►



Director

print name

Ian Kadish



Shareholder

Signed sealed and delivered by
Matthew Eniola

sign here ▶



print name

Matthew Eniola

in the presence of

sign here ▶



Witness

print name

Leo ECHS Annonews

Appendix C

Integral Diagnostics Limited FY22 Loan Share Scheme

FY22 Loan Share Scheme In April 2021, Integral Diagnostics Limited (the **Company**) invited eligible radiologists to apply to participate in the FY22 Loan Share Scheme (**Offer**). Offers were made under the Integral Diagnostics Limited Recourse Loan Plan (**Plan**). The terms of Offer are set out below.

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

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

Share allocation date The allocation date for Self-Funded Shares and Loan Shares was 6 September 2021.

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

Loan Share vesting period A vesting period applies to Loan Shares commencing on the allocation date (6 September 2021) and ending on the 4th anniversary of the allocation date (6 September 2025).

Loan repayment date 6 September 2031.

Initial Contribution Amount To participate, eligible employees were required to pay an amount between \$25,000 and \$250,000 (**Initial Contribution Amount**), toward the acquisition of shares in the Company before 5 August 2021.

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

The number of Self-Funded Shares allocated to each participant was the value of the participant's Initial Contribution divided by the volume weighted average price of the Company's shares traded on the ASX on the 30 trading days up to 1 September 2021. The Acquisition Price was \$4.9610.

Holders of Self-Funded Shares

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

Holding Lock

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

- 25% of the Self-Funded Shares to be released from holding lock on 6 September 2022, being the 1st anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 6 September 2023, being the 2nd anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 6 September 2024, being the 3rd anniversary of the allocation date
- 25% of the Self-Funded Shares to be released from holding lock on 6 September 2025, being the 4th anniversary of the allocation date.

Rights attaching to Self-Funded Shares

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

Loan Share terms

Allocation of Loan Shares

Participants were provided with a limited recourse interest-free loan on 6 September 2021, 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 6 September 2031.

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

Voting entitlement

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

Service condition and vesting

Loan Shares are subject to a service condition, which requires the participant to remain continuously employed by the Group until the 4th anniversary of the Allocation Date (6 September 2025) (**Service Condition**).

Unless the Board determines otherwise:

- if the Service Condition is satisfied, all Loan Shares will vest but will remain subject to a holding lock (see below); or
- if the Service Condition is not satisfied, no Loan Shares will vest. In these circumstances, Loan Shares will automatically be forfeited in full satisfaction of the outstanding Loan balance on the day the participant ceases employment with the Group.

Holding Lock

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

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

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

Forfeiture

Loan Shares may be forfeited:

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

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

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

Cessation of employment

Self-Funded Shares

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

Loan Shares

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

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

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

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

Change of control

Self-Funded Shares

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

Loan Shares

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

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

- 1 all unvested Loan Shares will vest; and
 - 2 the participant has the option to repay the Loan outstanding on their vested Loan Shares (including those which vest in accordance with sub-section (1) above) within the period notified to them by the Board. If the Loan is not repaid, their Loan Shares will be forfeited.
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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;
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- the participant's Loan Shares vest (or may vest) as a result of the fraud, dishonesty or breach of obligations of any other person and the Board is of the opinion that the incentives would not have otherwise vested; or
- the Company or another Group company is required or entitled to reclaim remuneration or reduce the participant's remuneration outcome under law, regulation, contract or Group policy.

Bonus issues and rights issues**Bonus issues**

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

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

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

Rights issues

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

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

Dealing restrictions

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

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