

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme **Mach7 Technologies Limited**

ACN/ARSN **ACN 007 817 192**

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

Name **Mach7 Technologies Limited**

ACN/ARSN (if applicable) **ACN 007 817 192**

The holder became a substantial holder on **8 April 2016**

**2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	505,026,398	505,026,398	53.72%

**3. Details of relevant interests**

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Mach7 Technologies Limited	Restriction on disposal of shares under voluntary and ASX escrow arrangements gives Mach7 Technologies Limited a deemed relevant interest in the shares the subject of those escrow arrangements under section 608(1)(c) of the Corporations Act. However, Mach7 Technologies Limited has no right to acquire these shares or to control the voting rights attaching to these shares. See Annexure A for a copy of Appendix 9A of the ASX Listing Rules for the form of the ASX Restriction Agreement.	505,026,398 Ordinary Shares

**4. Details of present registered holders**

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Mach7 Technologies Limited	Allarch Healthcare Technalytics FZE	Allarch Healthcare Technalytics FZE	1,500,000 Ordinary Shares
Mach7 Technologies Limited	Katia Pty Ltd	Katia Pty Ltd	2,845,224 Ordinary Shares
Mach7 Technologies Limited	Perco Group Pty Ltd	Perco Group Pty Ltd	40,047,066 Ordinary Shares
Mach7 Technologies Limited	Mr Kyriakos Poutakidis	Mr Kyriakos Poutakidis	4,375,000 Ordinary Shares
Mach7 Technologies Limited	Sagrada Familia Holdings Pty Ltd	Sagrada Familia Holdings Pty Ltd	2,462,805 Ordinary Shares
Mach7 Technologies Limited	Poutakidis Super Fund Pty Ltd	Poutakidis Super Fund Pty Ltd	1,884,146 Ordinary Shares
Mach7 Technologies Limited	Taycol Nominees Pty Ltd	Taycol Nominees Pty Ltd	1,696,000 Ordinary Shares
Mach7 Technologies Limited	Aglub Investments Pty Ltd	Aglub Investments Pty Ltd	1,644,000 Ordinary Shares
Mach7 Technologies Limited	Mr Jared Charles Hill	Mr Jared Charles Hill	1,538,002 Ordinary Shares
Mach7 Technologies Limited	GFS Securities Pty Ltd	GFS Securities Pty Ltd	1,538,002 Ordinary Shares
Mach7 Technologies Limited	Olivab Pty Ltd	Olivab Pty Ltd	1,515,244 Ordinary Shares

Mach7 Technologies Limited	Trident Capital Pty Ltd	Trident Capital Pty Ltd	875,000 Ordinary Shares
Mach7 Technologies Limited	Giokir Pty Ltd	Giokir Pty Ltd	769,001 Ordinary Shares
Mach7 Technologies Limited	K&M Family Super Pty Ltd	K&M Family Super Pty Ltd	243,902 Ordinary Shares
Mach7 Technologies Limited	Puntero Pty Ltd	Puntero Pty Ltd	160,000 Ordinary Shares
Mach7 Technologies Limited	Chew & Partners (Import & Export) Pte Ltd	Chew & Partners (Import & Export) Pte Ltd	29,000,739 Ordinary Shares
Mach7 Technologies Limited	Padmalwar Prakash	Padmalwar Prakash	35,699,209 Ordinary Shares
Mach7 Technologies Limited	Pt Dwi Satrya Utama	Pt Dwi Satrya Utama	47,254,393 Ordinary Shares
Mach7 Technologies Limited	United Overseas Venture Sdn Bhd	United Overseas Venture Sdn Bhd	46,741,623 Ordinary Shares
Mach7 Technologies Limited	BPNT Pty Ltd	BPNT Pty Ltd	36,220,093 Ordinary Shares
Mach7 Technologies Limited	Evans William Grant	Evans William Grant	10,158,048 Ordinary Shares
Mach7 Technologies Limited	Ravindran Krishnan	Ravindran S/O Krishnan	57,805,614 Ordinary Shares
Mach7 Technologies Limited	Antonius Rudy Sugiarto	Antonius Rudy Sugiarto	26,277,863 Ordinary Shares
Mach7 Technologies Limited	Leung Pak Leung Steven	Leung Pak Leung Steven	3,047,414 Ordinary Shares
Mach7 Technologies Limited	Bv Healthcare li Pte. Ltd.	Bv Healthcare li Pte. Ltd.	80,451,412 Ordinary Shares
Mach7 Technologies Limited	Alexey Ulanov	Alexey Ulanov	4,398,936 Ordinary Shares
Mach7 Technologies Limited	Tony Edward Palmer	Tony Edward Palmer	6,775,047 Ordinary Shares
Mach7 Technologies Limited	John Eric Rice	John Eric Rice	9,133,819 Ordinary Shares
Mach7 Technologies Limited	Albert Liong Pak-Fai	Albert Liong Pak-Fai	27,046,890 Ordinary Shares
Mach7 Technologies Limited	Ling Keak Ming	Ling Keak Ming	15,397,718 Ordinary Shares
Mach7 Technologies Limited	Nobuhiko Ito	Nobuhiko Ito	6,524,188 Ordinary Shares

## 5. Consideration

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

No consideration was paid by Mach7 Technologies Limited. Mach7 Technologies Limited has no right to acquire these shares that are subject to the escrow arrangements.

## 6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

## 7. Addresses

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

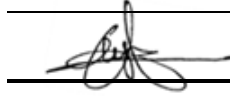
Name	Address
Mach7 Technologies Limited	Unit 4, 435 Williamstown Road, Port Melbourne VIC 3207

## Signature

print name Alyn Tai

capacity Company Secretary

sign here




date

1 June 2016

### DIRECTIONS

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

**This is Annexure A of 5 pages referred to in ASIC Form 603 (Notice of Initial Substantial Holder)  
lodged by Mach7 Technologies Limited ACN 007 817 192.**

Signed:  \_\_\_\_\_  
Alyn Tai  
**Company Secretary**

Dated: 1 June 2016

# Appendix 9A

## Restriction agreement

Introduced 01/07/96 Origin: Appendix 11 Amended 01/07/98, 11/03/02, 24/10/05, 20/07/07

We, the persons in:

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

agree as follows.

### Introduction

- \*A. The entity intends to issue restricted securities to the holder. The holder will hold the restricted securities as set out in this agreement. It is a condition of the issue of the restricted securities that we will comply with this agreement.
- \*A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the +official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

(\* delete as applicable)

### Agreement

#### Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
  - (a) +Dispose of, or agree or offer to +dispose of, the restricted securities.

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+ See chapter 19 for defined terms.

## Appendix 9A Restriction agreement

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- (b) Create, or agree or offer to create, any security interest in the restricted securities.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
  - (d) Participate in a return of capital made by the entity.  
Amended 24/10/05
2. During the escrow period, a controller will not do any of the following.
- (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
  - (b) Create, or agree or offer to create, any security interest in the controller interests.
  - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
4. (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
- (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

## Warranties

5. If only the holder and the entity are parties to this agreement, one of the following applies.
- (a) The holder is an individual.
  - (b) The holder has no +controller.
  - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

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+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

### **Consequences of breaching this agreement**

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
  - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
  - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
  - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

### **Amendment**

12. This agreement will not be changed or waived without ASX's written consent.

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+ See chapter 19 for defined terms.

## Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

## Definitions and interpretation

In this agreement:

**ASX** means ASX Limited.

**controller interests** means the <sup>+</sup>securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

**escrow period** means the period set out in item 4 of the schedule.

**restricted securities** means the <sup>+</sup>securities set out in item 5 of the schedule and any <sup>+</sup>securities attaching to or arising out of those <sup>+</sup>securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

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

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

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

## Schedule

1. Entity's name and address:
2. Holder's name and address:
3. Each <sup>+</sup>controllers' name and address:
4. Escrow period (the date from which the initial restricted securities are escrowed):
5. Particulars of restricted securities:
6. Particulars of controller interests:
7. Particulars of security interests over restricted securities:
8. Particulars of security interests over controller interests:

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<sup>+</sup> See chapter 19 for defined terms.



Dated:  
[Proper execution as a deed]