

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder**To Company Name/Scheme      Paragon Care Limited

ACN/ARSN      ACN 064 551 426

**1. Details of substantial holder (1)**Name      Paragon Care Limited (**Paragon Care**) and each of its subsidiaries listed in Annexure A  
ACN/ARSN (if applicable)      064 551 426

The holder became a substantial holder on      16 February 2022

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interest 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	125,074,672	125,074,672	19.99% (based on 625,579,323 ordinary shares on issue)

**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
Paragon Care	Deemed relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth) ( <b>Act</b> ), in shares held by the registered holders referred to in paragraph 4 below, arising from the voluntary escrow deed given in favour of Paragon Care (attached as Annexure B to this form).	125,074,672 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
Paragon Care	John Walstab	John Walstab	124,864,830 ordinary shares
Paragon Care	John Walstab, Phillip Sidney and Drew Townsend	John Walstab, Phillip Sidney and Drew Townsend	209,842 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:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Paragon Care	16 February 2022	Nil	Nil	125,074,672 ordinary shares

**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
See Annexure A	Each entity in Annexure A is an "associate" of Paragon Care under section 12(2)(a) of the Act, being a body corporate controlled by Paragon Care.

**7. Addresses**

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

Name	Address
Paragon Care Limited and each of its subsidiaries	Level 4, 100 Albert Road, South Melbourne VIC 3205
John Walstab	22 Rosebery Avenue, Rosebery NSW 2018
Phillip Sidney	c/- Level 40, 2 Park Street, Sydney NSW 2000
Drew Townsend	c/- Level 40, 2 Park Street, Sydney NSW 2000

**Signature**

print name Shane Tanner

capacity Director

sign here *Shane Tanner*

date 16 February 2022

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 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, 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 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.

## Annexure "A"

This is Annexure "A" of 2 pages (including this page) referred to in the Form 603 (Notice of Initial Substantial Holder), signed by me and dated 16 February 2022.

*Shane Tanner*

.....  
Shane Tanner

**Director**

### Paragon Care subsidiaries

Item	Name
1.	Paragon Care Group New Zealand Management Services Ltd
2.	Paragon Care Group New Zealand Ltd
3.	Paragon Care Group Management Services Pty Ltd
4.	Paragon Care Group Australia Pty Ltd
5.	Paragon Care Group Holding Company Pty Ltd
6.	Medtek Pty Ltd
7.	Paragon Medical Ltd
8.	Designed for Vision Ltd
9.	REM Systems Ltd
10.	REM Systems Pty Ltd
11.	Meditron Pty Ltd
12.	Western Biomedical Pty Ltd
13.	Designs For Vision Holdings Pty Ltd
14.	Designs For Vision (Aust) Pty Ltd
15.	Designs For Vision Pty Ltd
16.	Electro Medical Group Pty Ltd
17.	MIDAS Software Solutions Pty Ltd*
18.	Immulab Pty Ltd
19.	Insight Surgical Pty Ltd
20.	MedTech Solution Pty Ltd
21.	Surgical Specialities Holdings Pty Ltd
22.	Surgical Specialities Group Pty Ltd
23.	Surgical Specialities Pty Ltd
24.	Therapy Specialities Pty Ltd

Item	Name
25.	Surgical Specialities (NZ) Ltd
26.	Therapy Specialities Ltd
27.	Pergamon Technologies Pty Ltd
28.	Immuno Pty Ltd
29.	Immuno Ltd
30.	Labgear Australia Pty Ltd
31.	Paragon Medical Pty Ltd
32.	Scanmedics Pty Ltd
33.	Lovell Surgical Supplies International Pty Ltd
34.	Lovell Surgical Supplies Pty Ltd
35.	Lovell Surgical Solutions Pty Ltd
36.	Total Communications Pty Ltd
37.	Quantum Health Group Limited
38.	Carestream Health Philippines, Inc.
39.	Medishop Pty Ltd
40.	Quantum Bio Science Co. Ltd
41.	Quantum Energy Installations Pty Ltd
42.	Quantum Energy Technologies (Suzhou) Co Ltd
43.	Quantum Energy Technologies Pty Ltd
44.	Quantum Healthcare Australia Pty Ltd
45.	Quantum Healthcare Hong Kong Limited
46.	Quantum Healthcare Korea Co. Ltd
47.	Quantum Healthcare NZ Ltd
48.	Quantum Healthcare Pty Ltd
49.	Quantum Healthcare Thailand Co. Ltd
50.	Quantum Holdings Co. Ltd
51.	Quantum Hunex Korea Co. Ltd
52.	Quantum Solar Power Pty Ltd
53.	Suzhou Sheerdrop Wine Co Ltd
54.	Quantum Legioguard Pty Ltd

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## Annexure "B"

This is Annexure "B" of 15 pages (including this page) referred to in the Form 603 (Notice of Initial Substantial Holder), signed by me and dated 16 February 2022.

*Shane Tanner*

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Shane Tanner

**Director**

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## Voluntary Escrow Deed by which Paragon Care acquired its relevant interest

**John Walstab**

**Paragon Care Limited**

# **Voluntary Escrow Deed**

**JOHNSON WINTER & SLATTERY**

Level 25, 20 Bond Street  
SYDNEY NSW 2000

T +61 2 8274 9555 | F +61 2 8274 9500

[www.jws.com.au](http://www.jws.com.au)

Liability limited by a scheme approved under Professional Standards Legislation

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## Voluntary Escrow Deed

**Date** 28 January 2022

### Parties

**1 John Walstab (Holder)**

Address: 22 Rosebery Avenue, Rosebery, NSW 2018

Email: jwalstab@qhealthcare.com.au

**2 Paragon Care Limited (ABN 76 064 551 426) (Bidder).**

Address: Level 4, 100 Albert Road, South Melbourne, VIC 3205

Email: mleydin@leydinfreyer.com.au

Contact: Melanie Leydin, Company Secretary

### Recitals

- A** Quantum Health Group Limited (ABN 19 003 677 245) (**Target**) and the Bidder have entered into the Scheme Implementation Deed with respect to the Scheme and associated matters.
- B** Under the Scheme, on the Implementation Date, the Holder will be issued shares in the Bidder.
- C** The Holder agrees that it will only Deal with its shares in the Bidder upon the terms set out in this document for the purpose of showing their ongoing commitment to the long term value creation opportunities available to the Bidder.

### Operative part

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## 1 Definitions and interpretation

### 1.1 Definitions

In this document:

**ASX** means ASX Limited (ABN 98 008 624 691) or, as the context requires, the financial market known as the Australian Securities Exchange operated by it.

**ASX Listing Rules** means the official listing rules of the ASX.

**Business Day** has the meaning given in the ASX Listing Rules.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Deal** means, in respect of any Restricted Security, to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;
- (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;

- (c) enter into or grant any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Security;
- (d) 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 Security or any legal, beneficial or economic interest in that Restricted Security; or
- (e) agree to do any of those things.

**Dispose** has the meaning given to that term in the ASX Listing Rules.

**Escrow Pool** means all of the Shares held by the Holder on Implementation.

**Escrow Period** means the period beginning on the date of Implementation and ending 24 months later.

**Holding Lock** has the meaning given to that term in the ASX Listing Rules.

**Implementation** has the meaning given to that term in the Scheme Implementation Deed.

**Issuer Sponsored Sub-Register** has the meaning given to that term in the ASX Listing Rules.

**Recognised Trustee** means a bank, a recognised trustee for ASX purposes, a provider of registry services to the Bidder or other nominee.

**Restricted Securities** means, from time to time, the Shares in the Escrow Pool other than any Shares excluded under clause 4.1 or which are the subject of an early release under clause 4.2.

**Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act to be made between the Target and its shareholders.

**Scheme Implementation Deed** means the scheme implementation deed dated 6 November 2021 between the Target and the Bidder relating to the implementation of the Scheme, as amended, substituted or replaced from time to time.

**Security Interest** means an interest or power:

- (a) reserved in or over an interest in any security including, but not limited to, any retention of title;
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power; and
- (c) any agreement to grant or create any such interest or power.

**Share** means a fully paid ordinary share in the Bidder.

**Trading Day** has the meaning given in the ASX Listing Rules.

**Transfer** means sell or transfer the entire legal and beneficial interest in a security (including a Share).

## 1.2 Interpretation

In this document, the following rules of interpretation apply unless a contrary intention appears.

- (a) Any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this document.
- (b) The singular includes the plural and vice versa.
- (c) A person includes an individual, body corporate, firm, partnership, joint venture, unincorporated body and Governmental Agency.
- (d) A reference to:
  - (i) a person includes that person's successors, permitted substitutes and permitted assigns;
  - (ii) a clause, schedule, attachment, annexure or exhibit is to a clause of, or a schedule, attachment, annexure or exhibit to, this document;
  - (iii) this document or another document includes that document as amended, varied, supplemented, novated or replaced from time to time and any schedule, attachment, annexure or exhibit to that document;
  - (iv) "agreement" includes an undertaking, deed, contract or other legally enforceable arrangement, whether or not in writing, and a reference to "document" includes an agreement (as so defined) in writing or any certificate, notice, instrument or other document of any kind;
  - (v) legislation or a provision of legislation includes all regulations, orders or instruments issued under that legislation or provision and any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision;
  - (vi) "include", "including" and "for example", and similar expressions, when introducing a list of items, does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
  - (vii) dollars or \$ is to Australian dollars; and
  - (viii) time is to the time in Sydney, New South Wales.
- (e) Where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning.
- (f) A period of time expressed to commence:
  - (i) before or after a given day, or before or after the day of an act or event, is to be calculated exclusive of that day; and
  - (ii) on a given day, or on the day of an act or event, is to be calculated inclusive of that day.

## 1.3 Compliance with ASX Listing Rules

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

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

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

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## **2 Effective date**

The terms of this document and the transactions contemplated by it take effect on and from the date of Implementation.

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## **3 Escrow restrictions**

### **3.1 *Holder restrictions***

During the Escrow Period, the Holder must not Deal in any of the Restricted Securities.

### **3.2 *Perfecting the restrictions***

- (a) If any Restricted Securities are kept on a certificated sub-register, the Holder agrees to deposit the certificates for those Restricted Securities with a Recognised Trustee nominated by the Bidder for the duration of the Escrow Period.
- (b) If any Restricted Securities are kept on the Bidder's Issuer Sponsored Sub-Register or another sub-register administered by the Bidder, the Holder agrees to the application of a Holding Lock or similar transfer restriction to those Restricted Securities during the Escrow Period.
- (c) The Bidder will do all things reasonably necessary to ensure that any Holding Lock is removed so as to permit the Holder to Deal with the Restricted Securities as permitted by clause 4.1.

### **3.3 *Notice of Dealing in Restricted Securities***

If the Holder becomes aware:

- (a) that a Dealing in any of its Restricted Securities has occurred, or is likely to occur, in breach of this document; or
- (b) of any matter which is likely to give rise to a Dealing in any of its Restricted Securities in breach of this document,

it must notify the Bidder as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

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## 4 Exceptions

### 4.1 Exceptions

Notwithstanding clause 3.1, during the Escrow Period:

- (a) **(consented to by the Bidder)** the Holder may Dispose of the Restricted Securities where the Bidder provides written consent to the Disposal of Restricted Securities;
- (b) **(control transaction)** the Holder may Deal in any of their Restricted Securities if the Dealing arises solely as a result of:
  - (i) 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 voluntary escrow deed (or other similar arrangement), and to which the offers under the bid relate, have accepted the bid; or
  - (ii) the transfer or cancellation of the Shares in the Bidder as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals,

provided, in each case, that, if for any reason any or all Restricted Securities are not transferred or cancelled in accordance with such a takeover bid or scheme of arrangement, then the Holder agrees that the restrictions applying to the Restricted Securities under this document will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Securities not so transferred or cancelled;

- (c) **(buy back)** the Holder may Deal in any of their Restricted Securities if the Dealing is the participation by the Holder in an equal access share buyback, equal access capital return or equal access capital reduction, in each case made in respect of Restricted Securities held by them;
- (d) **(required by law)** the Holder may Deal in any of their Restricted Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction) provided that any recipient of the Restricted Securities will no longer be bound by any Holding Lock or restrictions on Dealing;
- (e) **(encumbrance)** the Holder may encumber any or all of its Restricted Securities provided it is an encumbrance of its Restricted Securities to a bona fide third party financial institution that provides loans in the ordinary course of its business (**Financial Institution**) solely as security for a loan or other financial accommodation, provided that:
  - (i) any such agreement with a Financial Institution must provide that the Restricted Securities are to remain in escrow and subject to the terms of this document as if the Financial Institution were a party to this deed; and
  - (ii) the Restricted Securities cannot be further encumbered or assigned except as part of the enforcement of the security as a result of a default by the Holder under the terms of the loan or financial accommodation provided by the Financial Institution;
- (f) **(related persons)** the Holder may transfer some or all of its Restricted Securities to:

- (i) a spouse, de facto partner, sibling, parent or child of the Holder (**Immediate Family Member**);
- (ii) a trust or fund in relation to which the Holder or their Immediate Family Member(s) has full and effective control, or, which is for the benefit of the Holder or one or more of their Immediate Family Member(s); or
- (iii) the trustee or custodian of a trust or fund referred to in clause 4.1(f)(ii);

(each a **Transferee**), provided that any such Transferee enters into an escrow deed on the same terms as this document for the remaining duration of the Escrow Period, provided that document does not contain an equivalent or similar clause to clause 4.1(e) or this clause 4.1(f) (except that the Transferee may transfer the Restricted Securities back to the Holder at any time) and contains an undertaking from the Transferee to the Bidder that the Transferee must transfer back the Restricted Shares to the Holder and procure that the Holder accepts such transfer within two Business Days of the Transferee ceasing to be a person described in clauses 4.1(f)(i) to 4.1(f)(iii) above; and

- (g) (**death**) the Restricted Securities may be transferred in the event of the death of the Holder by will or intestate succession.

#### **4.2 Early release**

Notwithstanding clause 3.1, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 50% of its Restricted Securities after 4:30pm on the date that is 12 months after Implementation.

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## **5 Rights attaching to Restricted Securities**

Except as expressly provided for in this document, nothing in this document restricts the Holder from the exercise of any rights attaching to the Restricted Securities, including without limitation:

- (a) the exercise of voting rights attaching to the Restricted Securities;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to the Restricted Securities; and
- (c) receiving or participating in any rights or bonus issue in connection with the Restricted Securities.

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## **6 Representations and warranties**

### **6.1 Giving of warranties**

Except as otherwise stated, each of the warranties and representations in clause 6.2 are given in favour of the Bidder:

- (a) as at the date of this document; and
- (b) at all times until and including the expiry of the Escrow Period.

## 6.2 *Representations and warranties*

The Holder represents and warrants the following:

- (a) the Holder holds the Restricted Securities.
- (b) no Dealing is subsisting in relation to the Restricted Securities;
- (c) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Securities (except as permitted by clause 4.1) such that it will take effect during the Escrow Period;
- (d) the Restricted Securities are free from all Security Interests and other third party interests or rights and will (except as permitted by clause 4.1) remain so during the Escrow Period;
- (e) it has taken all necessary action to authorise the execution, delivery and performance of this document in accordance with its terms;
- (f) this document constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (g) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this document (including, if the Holder has entered into this document as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (h) if the Holder is a Trustee:
  - (i) the Trustee is the sole 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;
  - (ii) that Holder 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 document 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 that Holder has not released or disposed of its equitable lien over that Trust; and
  - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
- (i) the execution, delivery and performance by the Holder this document does not and will not violate, breach or result in a contravention of:
  - (i) any applicable law, regulation or authorisation;
  - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
  - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder.

### **6.3** *Survival of representations and warranties*

The representations and warranties in this clause 6 survive termination of this document.

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## **7** **Consequences of breaching this document**

- (a) If the Bidder considers in its reasonable opinion, that the Holder may breach this document, the Bidder may take the steps necessary to prevent the breach, or to enforce this document.
- (b) If the Holder breaches this document, each of the following applies:
  - (i) the Bidder may take the steps necessary to enforce this document, or to rectify the breach; and
  - (ii) the Bidder may 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 Bidder.
- (c) The Holder acknowledges and agrees that damages alone may not be an adequate remedy for breach of its obligations under this document and the appropriate remedies for such breach will include orders for specific performance, injunctive relief and other equitable relief and/or damage.

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## **8** **Notices**

### **8.1** *How to give notices*

Any notice or other communication of a party contemplated by this document (including any agreement, request, demand, direction, consent, waiver or approval) must be:

- (a) in writing in English, legible and signed by the party or its agent; and
- (b) sent by express or registered post (with delivery confirmation) or email, or delivered, to the recipient, attention the recipient's contact, in each case using the relevant details set out in the Parties section of this document or any new details later notified by the recipient.

If a party sends a communication contemplated by this document other than by email, it must use all reasonable endeavours to send a copy of the communication promptly by email.

### **8.2** *Time of receipt*

A communication contemplated by this document is taken to be received:

- (a) if hand-delivered, at the time of delivery;
- (b) if sent by express or registered post (with delivery confirmation), on the last day of the delivery period published by the relevant postal authority for delivery by that method to the recipient's location; and
- (c) if sent by email, the earlier of:
  - (i) when the sender receives a delivery confirmation report that records the time that the email was delivered to the recipient's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient's email address, or the sender knows or reasonably ought to know that the email was not delivered to the



- recipient's email address or the recipient could not open the communication due to its format);
- (ii) the time the email becomes capable of being retrieved by the recipient's email address; and
  - (iii) the time it is otherwise established that the email (including any attachment) came to the attention of the recipient.

If due to this clause 8.2 a communication would be taken to be received on a day that is not, or after 5pm on, a business day in the place of receipt, the communication is taken to have been received at 9am on the first business day in the place of receipt after that day. The place of receipt of an email is the address of the recipient contemplated by clause 8.1(b).

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## **9 Governing law and jurisdiction**

This document is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, and Commonwealth courts having jurisdiction in that place and waives any right to object to proceedings being brought in those courts on the basis that proceedings have been brought in an inconvenient forum.

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## **10 General**

### **10.1 *Independent legal advice***

The Holder acknowledges that it has had the opportunity to obtain independent legal advice with respect to this document.

### **10.2 *Entire agreement***

This document embodies the entire agreement between the parties in respect of its subject matter.

### **10.3 *Variation***

This document can only be varied by a document signed by all of the parties.

### **10.4 *Further acts***

Each party must, at its own expense, do all things (including the execution and delivery of documents) required by law or reasonably requested by another party to give effect to this document and the transactions contemplated by it.

### **10.5 *No assignment***

A party cannot assign or otherwise deal with its rights under this document without the consent of each other party.

### **10.6 *Exercise of rights***

A party may exercise a right or a remedy, or give or withhold a consent, waiver or approval, in its absolute discretion (including by imposing conditions), unless this document expressly provides otherwise.

### **10.7 *Waiver***

A party is only bound by a waiver that it gives or confirms in writing. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given. No other

conduct of a party (including a failure to exercise, or delay in exercising, a right) operates as a waiver of a right or otherwise prevents the exercise of a right.

**10.8 No merger**

The warranties and undertakings in this document do not merge on completion of any transaction under or contemplated by this document.

**10.9 Severance**

If a provision of this document would, but for this clause 10.9, be void, unenforceable or illegal in a jurisdiction:

- (a) the provision is read down to the extent necessary to avoid that result; and
- (b) if the provision cannot be read down, to that extent, it is severed in that jurisdiction,

without affecting the validity and enforceability of that provision in any other jurisdiction or any other provisions of this document. This clause 10.9 has no effect if its operation alters the basic nature of this document or is contrary to public policy.

**10.10 Remedies cumulative**

The rights and remedies provided in this document are in addition to other rights and remedies given by law independently of this document, unless this document expressly provides otherwise.

**10.11 Accrued rights**

Termination or expiry of this document for any reason does not affect the accrued rights of the parties under it.

**10.12 Clauses surviving termination**

Clauses 1 and 5 to 11 survive termination or expiry of this document as do any other clauses that are by their nature intended to survive the termination or expiry of this document.

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**11 Counterparts and execution**

**11.1 Counterparts**

This document may be executed in counterparts which together constitute one instrument but is not effective until each party has executed at least one counterpart and the counterparts have been exchanged. Each party consents to the exchange of counterparts by email or other electronic means.

**11.2 Authority of signatory**

Each person, who executes this document on behalf of a party under a power of attorney or other authority, declares and warrants that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that authority.

### Execution

**EXECUTED** as a deed

**Executed by Paragon Care Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

*Shane Tanner*

\_\_\_\_\_  
Director signature

*Mark Simari*

\_\_\_\_\_  
Director/~~Secretary~~ signature

Shane Tanner

\_\_\_\_\_  
Director name  
(BLOCK LETTERS)

Mark Simari

\_\_\_\_\_  
Director/~~Secretary~~ full name  
(BLOCK LETTERS)

**Signed, sealed and delivered by John Walstab** in the presence of:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Party signature

\_\_\_\_\_  
Witness full name  
(BLOCK LETTERS)

**Execution**

**EXECUTED** as a deed

**Executed by Paragon Care Limited** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Director signature


\_\_\_\_\_  
Director/Secretary signature

\_\_\_\_\_  
Director name  
(BLOCK LETTERS)

\_\_\_\_\_  
Director/Secretary full name  
(BLOCK LETTERS)

**Signed, sealed and delivered** by **John Walstab** in the presence of:

  
\_\_\_\_\_  
Witness signature

  
\_\_\_\_\_  
Party signature

**STEPHANIE WEN**  
\_\_\_\_\_  
Witness full name  
(BLOCK LETTERS)