

3 January 2019

Execution of License Agreement for use of Patents

Resonance Health Limited (ASX: RHT) (“Resonance Health” or “Company”) is pleased to announce that it has executed a Non-exclusive License Agreement (“License Agreement”) with Wisconsin Alumni Research Foundation (“WARF”) for the use of numerous patents (the “Licensed Patents”) owned by WARF.

The License Agreement allows the Company to use the Licensed Patents for the development and commercialization of new and/or alternative methods for measuring proton density fat fraction (PDFF) from MRI images. The Company already provides the global gold-standard for liver iron concentration measurement with its regulatory approved FerriScan® and FerriSmart® products, as well as its regulatory approved HepaFat-Scan®. By combining the Company’s expertise in iron and fat measurements with the use of technologies covered by the WARF patents, the Company will work towards offering a wider range of services to clinicians for the diagnosis and management of fat related diseases.

The World Health Organization estimates that non-alcoholic fatter liver disease (“NAFLD”) affects 10-30% of the global population of 7.6 billion people. Approximately 25% of those with NAFLD will develop liver inflammation termed non-alcoholic steatohepatitis (“NASH”), and 5% will develop cirrhosis of the liver. NAFLD is also linked to hepatocellular carcinoma (“HCC”), a life-threatening liver-specific cancer with dramatically increasing occurrence rates. By 2020 it is estimated that NAFLD will be the leading cause of liver transplants globally. A number of pharmaceutical companies are investigating potential treatments for a range of liver related diseases.

As consideration for the Company’s use of Licensed Patents, the Company will pay WARF a commercially confidential annual license fee which shall be payable to WARF by 31 December of each calendar year. License fees are based on the number of services (utilizing any of the Licensed Patents) that are sold or performed by the Company to unrelated third parties. No annual license fee shall be payable for a year during which no services are sold by the Company.

The License Agreement will run until the date that no Licensed Patent remains enforceable as a patent or until the License Agreement is otherwise terminated by Resonance Health or WARF. Resonance Health may terminate the License Agreement on 90 days written notice to WARF. WARF may terminate the License Agreement if Resonance Health does not achieve first commercial sales on or before 1 January 2022, or if Resonance Health fails to submit a development report in a timely manner, or defaults in the payment of any annual license fee payable under the License Agreement.

Resonance Health is required to submit a development plan to WARF within 30 days of execution of the License Agreement and following that the Company will submit to WARF a semi-annual development report summarizing the Company’s development activities since the last development report and any necessary adjustments to the development plan. Development reports will be submitted to WARF within 60 days of 30

June and 31 December, each year. The Company is required to keep adequate books and records such that WARF is able to verify the validity of the Company's sales and development reports. WARF may review the Company's records on 30 days-notice.

The Company looks forward to continuing to provide clinicians and patients with outstanding image analysis products.

For further information please contact:

Alison Laws

Chief Executive Officer, Resonance Health

E: alisonl@resonancehealth.com P: +61 (0)8 9286 5300