Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme: Doctor Care Anywhere Group PLC (**DOC**)

ACN/ARSN: ARBN 645 163 873

1. Details of substantial holder (1)

Name: Doctor Care Anywhere Group PLC

ACN/ARSN (if applicable): 645 163 873

The holder became a substantial holder on: 04/12/2020

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)
ORD	149,874,002	149,738,932	47.03%

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
Doctor Care Anywhere Group PLC	Restrictions on the disposal of shares under mandatory escrow arrangements imposed in accordance with the ASX Listing Rules and voluntary escrow arrangements, disclosed in the Prospectus dated 30 October 2020 give Doctor Care Anywhere Group PLC a deemed relevant interest in its own shares under section 608(1)(c) of the Corporations Act. However, Doctor Care Anywhere Group PLC has no right to acquire these shares or to exercise, or control the exercise of, a right to vote attached to these shares. See Annexure C for copies of the Appendix 9A Restriction Deeds and Annexure D for copies of the voluntary escrow deeds.	149,738,932 CDIs over 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
Doctor Care Anywhere Group PLC	Those holders listed in Annexure A	Those holders listed in Annexure A	149,738,932 CDIs over 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	
Doctor Care Anywhere Group PLC		No consideration was paid by Doctor Care Anywhere Group PLC. Doctor Care Anywhere Group PLC has no right to acquire the shares that are subject to the escrow agreements.		

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
Doctor Care Anywhere Group PLC	13-15 Bouverie Street, 2nd Floor, London EC4Y 8DP, England
See Annexure B	See Annexure B

Signature

print name	Bayju Thakar	capacity	Director
sign here	Bayju Thakar	date	04/12/2020

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 1 page referred to in Form 603 Notice of Initial Substantial Holder

Bayju Thakar

Signature

04/12/02020

Date

ANNEXURE A – PERSONS REGISTERED AS HOLDERS OF THE SECURITIES

Doctor Care Anywhere Group PLC ARBN 645 163 873

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
Doctor Care Anywhere Group PLC	Amit Patel	Amit Patel	1,170,000
Doctor Care Anywhere Group PLC	Barnett Waddingham Trustees (1996) Limited	Anthony Banks Ltd (1982) Pension Plan	2,406,855
Doctor Care Anywhere Group PLC	Bayju Ashvin Thakar	Bayju Ashvin Thakar	12,768,570
Doctor Care Anywhere Group PLC	BGF Nominees Limited	BGF Ventures LP	37,42,855
Doctor Care Anywhere Group PLC	BGF Nominees Limited	BGF Investments LP	18,042,248
Doctor Care Anywhere Group PLC	Bhikhu Patel	Bhikhu Patel	8,698,178
Doctor Care Anywhere Group PLC	Carani Holdings Limited	Carani Holdings Limited	44,264,604
Doctor Care Anywhere Group PLC	Christopher Moore	Christopher Robin Moore	2,369,224
Doctor Care Anywhere Group PLC	Hadston 1 LLP	Hadston 1 LLP	8,587,773
Doctor Care Anywhere Group PLC	Barnett Waddingham Trustees (1996) Limited	HRMP Directors Pension Scheme	2,406,855
Doctor Care Anywhere Group PLC	Holly Mason	Holly Mason	541,527
Doctor Care Anywhere Group PLC	Jeffrey Paul Thomas	Jeffrey Paul Thomas	1,221,059
Doctor Care Anywhere Group PLC	Mark Cotterill	Mark Cotterill	1,170,000
Doctor Care Anywhere Group PLC	Barnett Waddingham Trustees (1996) Limited	MJ Rutherford Ltd Directors Pension Fund	2,406,855
Doctor Care Anywhere Group PLC	Patagorang Pty Limited	Patagorang Pty Limited	8,191,201
Doctor Care Anywhere Group PLC	Sharon Brittan	Sharon Brittan	1,547,291
Doctor Care Anywhere Group PLC	Xilan Capital Limited	Xilan Capital Limited	3,949,772
Doctor Care Anywhere Group PLC	Vijay Patel	Vijay Patel	26,094,880
Doctor Care Anywhere Group PLC	AESTEL Pty Ltd	AESTEL Pty Ltd	25,000
Doctor Care Anywhere Group PLC	Simon Calver	Simon Calver	25,000
Doctor Care Anywhere Group PLC	LANPET Super Pty Ltd	LANPET Super Pty Ltd	25,000
Doctor Care Anywhere Group PLC	Vanessa Wallace	Vanessa Wallace	25,000
Doctor Care Anywhere Group PLC	Romana Abdin	Romana Abdin	25,000
Doctor Care Anywhere Group PLC	Daniel Curran	Dan Curran	98,040

This is annexure B of 1 page referred to in Form 603 Notice of Initial Substantial Holder



Signature

04/12/2020

Date

ANNEXURE B – PERSONS REGISTERED AS HOLDERS OF THE SECURITIES

Doctor Care Anywhere Group PLC ARBN 645 163 873

Registered Holder of Securities	**Address**
Amit Patel	Ackworth, Maltings Drive, Epping, Essex CM16 6SM
Barnett Waddingham Trustees (1996) Limited on account for Anthony Banks Ltd	2 London Wall Place EC2Y 5AU
Bayju Ashvin Thakar	The Pines, Rockfield Road, Oxted RH8 0EJ
BGF Nominees Limited on account for BGF Ventures LP	13/15 York Buildings, London WC2N 6JU
BGF Nominees Limited on account for BGF Investments LP	13/15 York Buildings, London WC2N 6JU
Carani Holdings Limited	Level 1, Palm Grove House, Wickhams Cay, Road Town, Tortola, British Virgin Islands
Christopher Moore	40B Lancaster Park, Richmond Upon Thames, Surrey TW10 6AD
Hadston 1 LLP	Hartham Park, Hartham Corsham, Wiltshire SN13 0RP
Barnett Waddingham Trustees (1996) Limited on account for HRMP Directors Pension Scheme	2 London Wall Place EC2Y 5AU
Holly Mason	Mount Pleasant, The Common Penn, Buckinghamshire HP10 8LR
Jeffrey Paul Thomas	Hartham Park, Hartham Corsham, Wiltshire SN13 0RP
Mark Cotterill	The Old Post Office, Duddenhoe End, Saffrom Waldon, Essex CB11 4UU
Barnett Waddingham Trustees (1996) Limited on account for MJ Rutherford Ltd Directors Pension Fund	2 London Wall Place EC2Y 5AU
Patagorang Pty Limited	72 Bower Street, Manly, NSW, Australia 1655
Sharon Brittan	The Old Vicarage Church Road, Penn, Buckinghamshire HP10 8NX
Xilan Capital Limited	19-F Tower 2, Admiralty Centre, 18 Harcourt Road, Hong Kong
Vijay Patel	St Leonards, Fryerning, Ingatestone CM4 0PB
AESTEL Pty Ltd	PO Box 5053, Middle Park, Victoria 3206
Simon Calver	The Lawns, Nightingales Lane, Chalfont Saint Giles, United Kingdom, HP8 4SH
LANPET Super Pty Ltd	PO Box R1264 Royal Exchange, New South Wales 1225
Vanessa Wallace	63 Kangaroo Street, Manly, Sydney NSW 2095
Romana Abdin	29a Tekels Avenue, Camberley, Surrey, United Kingdom, GU15 2LB
Daniel Curran	59 Gosberton Road, Flat 1, London, SW12 8LG

This is annexure C of 7 368 pages referred to in Form 603 Notice of Initial Substantial Holder

Bayju Thakar

_____

Signature

0/04/2020

_____

Date

ANNEXURE C – VOLUNTARY ESCROW DEEDS

Doctor Care Anywhere Group PLC ARBN 645 163 873

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2** (**Company**)

2 **The party named in item 2 of Schedule 2** (**Holder**)

3 **The party named in item 3 of Schedule 2** (**Controller**) (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: Amit Patel of

Address: Ackworth, Maltings Drive, Epping, Essex CM16 6SM

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

_____

_____

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

_____
name

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of the Holder: _____ **(name)**

_____
Witness
Name: SUSANNE STYLES
Title: EXECUTIVE ASSISTANT
Address: 13 CHAMBERLAIN AVENUE
CANVEY ISLAND
ESSEX, SS8 8AG

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)], or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**)

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act.

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

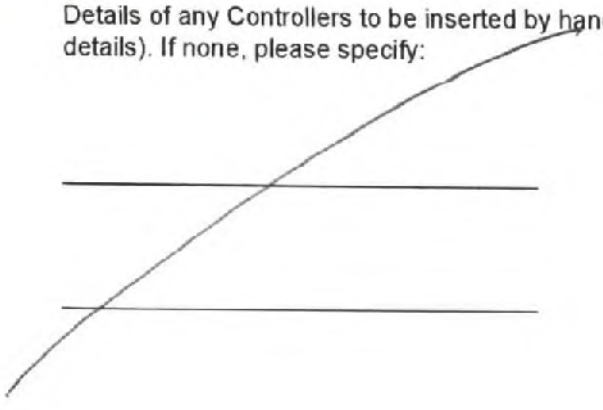
2 Holder

Name: of Anthony Banks Ltd (1482) Pension Plan

Address:

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:



4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed

Company

SIGNED, SEALED and DELIVERED

for and on behalf of
DOCTOR CARE ANYWHERE GROUP PLC

in the presence of

Witness
Name
Title
Address

Name

Name

For and on behalf of the Holder: Anthony Banks Ltd (1962) Pension Plan [name]

Witness
Name N J Rule
Title Partner
Address 25 Ives Street London SW3 2ND

For and on behalf of the Controller (if any): _____ **[name]**

Witness
Name
Title
Address

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

_____
name

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of Barnett Waddingham Trustees (1996) Limited as a Trustee of the Anthony Banks Ltd (1962) Pension Plan

For and on behalf of the Holder: _____ **(name)**

_____
Witness
Name: HELEN KISIALA
Title: ADMINISTRATOR
Address: **Barnett Waddingham Trustees Ltd**
Decimal Place, Chiltern Avenue
Amersham, Bucks, HP6 5FG

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT.*";

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) *if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI *means a CHESS Depositary Interest with one CDI representing a beneficial interest* in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) *grant or exercise an option in respect of such Voluntary Escrow Security or* Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: of BAYSU TUNCAL

Address: THE PINES ROCKFIELD ROAD OXTED SURREY RH8 0ET

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

NONE

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

NONE

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) RAJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of the Holder: BAYJU THALCAR **(name)**

_____
Witness
Name: OLIVIA THOMAS
Title: BUSINESS MANAGER
Address: 35B MUSGROVE ROAD
LONDON SE14 5PP

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT.*";

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention: Matthew Simcox
Position: Portfolio Manager
Email: Matthew.Simcox@bgf.co.uk

(iii) if to the Controller:

Attention: Matthew Simcox
Position: Portfolio Manager
Email: Matthew.Simcox@bgf.co.uk

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: BGF Nominees Limited a/c BGF Investments LP

Address: 13-15 York Buildings, London, WC2N 6JU

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

a) BGF Investments LP with registered address 13-15 York Buildings, London, WC2N 6JU;
b) Business Growth Fund Limited with registered address 13-15 York Buildings, London, WC2N 6JU;
c) BGF Investment Management Limited with registered address 13-15 York Buildings, London, WC2N 6JU; and
d) BGF Group plc with registered address 13-15 York Buildings, London, WC2N 6JU

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

a) BGF Investments LP is the beneficial owner of the Voluntary Escrow Securities held by the Holder as its nominee;
b) Business Growth Fund Limited is the only party with a material interest in BGF Investments LP, which equates to 85%;
c) BGF Investment Management Limited fulfils the role as manager of BGF Investments LP and takes investment decisions on its behalf; and

d) BGF Group plc is the parent company of both Business Growth Fund Limited and BGF Investment Management Limited, which are wholly owned subsidiaries, and is therefore the ultimate beneficiary and controller.

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness
Name:
Title:
Address:

For and on behalf of the Holder:

BGF Nominees Limited acting by its attorney
.....

.....
Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Coretner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

For an on behalf of the Controllers (if any):

Executed as a deed by **BGF Investments LP** acting by BGF Investment Management Limited its manager, acting by its attorney
.....

.....
Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cara Turner

Address: c/o BGF
13-15 York Buildings
London WC2N 6JU

Occupation: PA

Executed as a deed by **Business Growth Fund Limited** acting by
.....

.....
Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cara Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

Executed as a deed by **BGF Group plc** acting by

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: CARA TURNER

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

Executed as a deed by **BGF Investment Management Limited**, acting by its attorney

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: CARA TURNER

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2** (**Company**)

2 **The party named in item 2 of Schedule 2** (**Holder**)

3 **The party named in item 3 of Schedule 2** (**Controller**) (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT.*";

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention: Matthew Simcox
Position: Portfolio Manager
Email: Matthew.Simcox@bgf.co.uk

(iii) if to the Controller:

Attention: Matthew Simcox
Position: Portfolio Manager
Email: Matthew.Simcox@bgf.co.uk

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: BGF Nominees Limited a/c BGF Ventures LP

Address: 13-15 York Buildings, London, WC2N 6JU

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

a) BGF Ventures LP with registered address 13-15 York Buildings, London, WC2N 6JU;
b) Business Growth Fund Limited with registered address 13-15 York Buildings, London, WC2N 6JU;
c) BGF Investments Management Limited with registered address 13-15 York Buildings, London, WC2N 6JU; and
d) BGF Group plc with registered address 13-15 York Buildings, London, WC2N 6JU

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

a) BGF Ventures LP is the beneficial owner of the Voluntary Escrow Securities held by the Holder as its nominee;
b) Business Growth Fund Limited is the only party with a material interest in BGF Ventures LP, which equates to 85%;
c) BGF Investment Management Limited fulfils the role as manager of BGF Ventures LP and takes investment decisions on its behalf; and

d) BGF Group plc is the parent company of both Business Growth Fund Limited and BGF Investments Management Limited, which are wholly owned subsidiaries, and is therefore the ultimate beneficiary and controller.

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of) name
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

For and on behalf of the Holder: BGF Nominees Limited acting by its attorney

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cara Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

For an on behalf of the Controllers (if any):
Executed as a deed by **BGF Ventures LP** acting by BGF Investment Management Limited its manager, acting by its attorney

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cara Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

Executed as a deed by **Business Growth Fund Limited** acting by

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cana Turner

Address: c/o BGF
13-15 York Buildings
London WC2N 6JU

Occupation: PA

Executed as a deed by **BGF Group plc** acting by

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cana Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

Executed as a deed by **BGF Investment Management Limited**, acting by its attorney

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cara Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: NA

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2** (**Company**)

2 **The party named in item 2 of Schedule 2** (**Holder**)

3 **The party named in item 3 of Schedule 2** (**Controller**) (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: Bhikhu Patel of

Address: 293 Benfleet Road, Benfleet SS7 1PR

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

_____

_____

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of the Holder: _____ **(name)** BHIKHU PATEL

_____
Witness
Name: SUSANNE SMILES
Title: EXECUTIVE ASSISTANT
Address: 13 CHAMBERLAIN AVENUE
CANVEY ISLAND
ESSEX
SS8 2AG

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2** (**Company**)

2 **The party named in item 2 of Schedule 2** (**Holder**)

3 **The party named in item 3 of Schedule 2** (**Controller**) (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: Carani Holdings Limited of

Address: Level 1, Palm Grove House, Wickhams Cay, Road Town, Tortola, British Virgin Islands

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

_____

_____

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of) name
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of the Holder: Carani Holdings Ltd (name)

_____
Witness
Name:Angela Gomes
Title:Accountant
Address:C/o Nightingale trustees SA
6, place des Eaux-Vives
1207 Geneva-Switzerland

For and on behalf of
NIGHTINGALE CORPORATE DIRECTORS LIMITED

.....
Authorised signatories

For an on behalf of the Controller (if any): _____ (name)

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in Item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT.*";

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: of CHRISTOPHER ROBIN MOORE

Address: 40B, LANCASTER PARK RICHMOND SURREY. TW10 6AD ENGLAND.

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness
Name:
Title:
Address:

E. R. Moore.

For and on behalf of the Holder: C. R. MOORE **(name)**

_____
Witness THOMAS PLOWMAN
Name:
Title: SOLICITOR
Address: 40C LANCASTER PARK
RICHMOND
SURREY
TW10 6AD

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2** (**Company**)

2 **The party named in item 2 of Schedule 2** (**Holder**)

3 **The party named in item 3 of Schedule 2** (**Controller**) (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: Hadston 1 LLP of

Address: Hartham Park, Hartham, Corsham, Wiltshire SN13 0RP

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

_____

_____

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness
Name:
Title:
Address:

For and on behalf of the Holder: HADSTON21 LLP **(name)**

Witness
Name: EMMA LOUISE CLARK (MISS)
Title: OFFICE MANAGER
Address: 22 ALEXANDER TERRACE
CORSHAM
WILTSHIRE, SN13 0BW

For an on behalf of the Controller (if any): _____ **(name)**

Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)], or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**)

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act.

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Croup plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

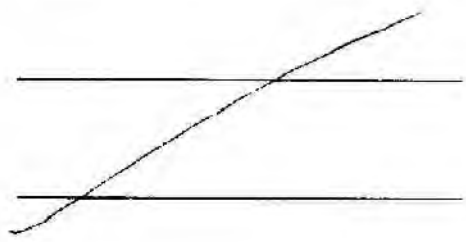
2 Holder

Name: of HRMP Directors Pension Scheme

Address 25 Ives Street London SW3 2ND

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:



4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-

BARJU THAKAR

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD

LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:)

name

name

Witness
Name:
Title:
Address:

For and on behalf of the Holder: HRMC Directors Pension Scheme **(name)**

Witness
Name: N J Price
Title: MP
Address: 25 Ives Street London SW3 2ND

For an on behalf of the Controller (if any): **(name)**

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of Barnett Waddingham Trustees (1996) Ltd as a Trustee of the HRMR Directors Pension Scheme

For and on behalf of the Holder: _____ **(name)**

_____
Witness
Name: HELEN KISIALA
Title: ADMINISTRATOR
Address:

Barnett Waddingham Trustees Ltd
Decimal Place, Chiltern Avenue
Amersham, Bucks, HP6 5FG

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 20

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: of

HOLLY MASON

Address: MOUNT PLEASANT, THE COMMON, PENN, BUCKS HP10 8LR

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of the Holder: HOLLY MASON **(name)**

_____
Witness
Name: SHARON BRITTAN
Title: MRS
Address: THE OLD VICARAGE
CHURCH ROAD
PENN, BUCKS HP10 8NX

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2** (**Company**)

2 **The party named in item 2 of Schedule 2** (**Holder**)

3 **The party named in item 3 of Schedule 2** (**Controller**) (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: Jeffrey Thomas of

Address: Hartham Park, Hartham, Corsham, Wiltshire SN13 0RP

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

_____

_____

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness
Name:
Title:
Address:

For and on behalf of the Holder: JEFFREY THOMAS **(name)**

Witness
Name: EMMA LOUISE CLARK
Title: OFFICE MANAGER
Address: 22 ALEXANDER TERRACE
CORSHAM
WILTSHIRE, SN13 0BW

For an on behalf of the Controller (if any): _____ **(name)**

Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2** (**Company**)

2 **The party named in item 2 of Schedule 2** (**Holder**)

3 **The party named in item 3 of Schedule 2** (**Controller**) (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: Mark Cotterill of

Address: The Old Post Office, Duddenhoe End, Saffrom Waldon, Essex CB11 4UU

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

_____

_____

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness
Name:
Title:
Address:

For and on behalf of the Holder: _____ **(name)** MARK COTTERILL

Witness
Name: SUSANNE STYLES
Title: EXECUTIVE ASSISTANT
Address: 13 CHAMBERLAIN AVENUE
CANVEY ISLAND
ESSEX, SS8 8AT

For an on behalf of the Controller (if any): _____ **(name)**

Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)], or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**)

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act.

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: of

MJ Rotherford Ltd Directors Pension Fund

Address: 25 Ives Street London SW3 2ND

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

_____
Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

_____
Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:)

_____
name

_____
name

_____
Witness
Name
Title
Address

For and on behalf of the Holder: MSRubberfield Ltd Directors Personal Fund _____ **(name)**

_____
Witness
Name MANDY SWAINSTEAD
Title PERSONAL ASSISTANT
Address NESTCOTT
CHIDDINGFOLD ROAD
DUNSFOLD
SURREY GU8 4PB

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name
Title
Address

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness
Name:
Title:
Address:

For and on behalf of Barnett Waddingham Trustees (1996) Limited as trustee of the MJ Rutherford Ltd Directors Pension Fund

For and on behalf of the Holder: _____ **(name)**

Witness
Name: HELEN KINIALA
Title: ADMINISTRATOR
Address:

Barnett Waddingham Trustees Ltd
Decimal Place, Chiltern Avenue
Amersham, Bucks, HP6 5FG

For an on behalf of the Controller (if any): _____ **(name)**

Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT.";*

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: of SHARON BRITTAN

Address: THE OLD VICARAGE
CHURCH ROAD
PENN, BUCKS, HP10 8NX

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of) _____
DOCTOR CARE ANYWHERE GROUP PLC) name
)
in the presence of:-)

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of the Holder: SHARON BRITTAN **(name)**

J Martillano
_____
Witness
Name: Shirley Martillano
Title: MRS
Address: THE OLD VICARAGE
CHURCH ROAD
PENN, BUCKS. HP10 8NX

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares *pursuant to the Initial Public Offer.*

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has *the meaning given to it in the Corporations Act.*

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT.*";

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention: Mr. Andrew So
Position:
Email: andrew.so@kwaihang.com.hk

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: of Xilan Capital Ltd.

Address: 19/F, Tower 2, Admiralty Centre, 18 Harcourt Rd, H.K.

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

_____

_____

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-

BARJU THAKAR

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness
Name:
Title:
Address:

For and on behalf of
XILAN CAPITAL LIMITED
錫蘭資本有限公司

For and on behalf of the Holder: _____ **(name)**
Authorised Signature(s)

Witness
Name: Go Chi Ho
Title: Assistant to Director
Address: 19/F, Tower 2, Admiralty Centre, 18 Harcourt Rd, H.K.

For an on behalf of the Controller (if any): _____ **(name)**

Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2** (**Company**)

2 **The party named in item 2 of Schedule 2** (**Holder**)

3 **The party named in item 3 of Schedule 2** (**Controller**) (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."*;

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: Vijay Patel of

Address: St Leonards, Fryerning, Ingatestone CM4 0PB

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

_____

_____

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED) BARJU THAKAR
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

name

name

Witness OLIVIA THOMAS
Name:
Title: BUSINESS MANAGER
Address: 35B MUSGROVE RD
LONDON, SE14 5PP

For and on behalf of the Holder: _____ (name)

Witness
Name:
Title:
Address:

For an on behalf of the Controller (if any): _____ (name)

Witness
Name:
Title:
Address:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

_____
name

_____
name

_____
Witness
Name:
Title:
Address:

For and on behalf of the Holder: _____ **(name)** VIJAY PATEL

_____
Witness
Name: SUSANNE STYLES
Title: EXECUTIVE ASSISTANT
Address: 13 CHAMBERLAIN AVENUE
CANVEY ISLAND
ESSEX, SS8 8AG

For an on behalf of the Controller (if any): _____ **(name)**

_____
Witness
Name:
Title:
Address:

Voluntary escrow deed

Doctor Care Anywhere Group plc

The party specified in Item 2 of Schedule 2

The party specified in Item 3 of Schedule 2 (if any)

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Date: 4 December 2020

Parties

1 **The party named in item 1 of Schedule 2 (Company)**

2 **The party named in item 2 of Schedule 2 (Holder)**

3 **The party named in item 3 of Schedule 2 (Controller)** (if any)[1]

Background

A The Company intends to apply to be admitted to the official list of ASX and proposes to issue Ordinary Shares and CDIs representing those Ordinary Shares pursuant to the Initial Public Offer.

B In order to give effect to the implementation of the Initial Public Offer, the Company and Holder have agreed to execute this deed. Various provisions in this deed are for the purposes of, and reasonably necessary for undertaking, the joint implementation and Completion of the Initial Public Offer.

C The Holder holds or will hold the Voluntary Escrow Securities on or around Completion.

D The Holder agrees to escrow the Voluntary Escrow Securities for the Escrow Period pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

E The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed on the basis that the Company will take the steps necessary to be admitted to the official list of ASX.

1 Defined terms and interpretation

1.1 Definitions in the Dictionary

Other than as expressly provided or where the context makes it clear that the following rule is not intended to apply, a term or expression starting with a capital letter:

(a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and

(b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this deed.

[1] A 'controller' for the purposes of the ASX Listing Rules is (a) if the holder of the Voluntary Escrow Securities holds them on its own account, a person who, or who is ASX's opinion, directly or indirectly controls, or has a substantial economic interest in, the holder of the restricted securities, (b) if the holder of the Voluntary Escrow Securities holds them in a nominee, trustee, custodial or other fiduciary capacity on behalf of a beneficiary, that beneficiary and any other person who, or who in ASX's opinion, controls, or has a substantial economic interest in, the restricted securities. ASX Guidance is that a 'controller' will be self-evident based on the relationship between the holder and the controller. G+T can assist with this analysis as required.

2 Escrow restrictions

2.1 Purpose

The Holder agrees to have their Voluntary Escrow Securities subject to the escrow arrangements set out in this deed, including so that investors in the Company have confidence in investing in the Company, which is reasonably necessary to implement the Initial Public Offer.

2.2 Voluntary Escrow Securities

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Securities.

2.3 Controller Interests

Subject to clause 4 (**Exceptions**), during the Escrow Period, the Controller must not Deal in the Controller Interests.

3 Holding Lock

3.1 Acknowledgements

The parties acknowledge and agree that as soon as practicable following the Completion of the Initial Public Offer:

(a) the Company will note on the Share Register the restrictions contained in clause 3.1(b) of this deed;

(b) if the Voluntary Escrow Securities are in certificated form, the Company will (or will procure the registrar to) include a restrictive legend on the relevant stock certificates reflecting the restrictions contained in this deed in the following terms (or on such other terms as the Company deems appropriate having regard to the need to put potential purchasers on notice of the restrictions in this deed):

> *"THE [SHARES/CDIS] COMPRISED HEREIN ARE SUBJECT TO RESTRICTIONS ON TRANSFER UNDER AN ESCROW ARRANGEMENT AND AS SUCH, MAY NOT BE TRANSFERRED UNTIL AFTER [INSERT DATE THAT IS TWO YEARS FROM THE DATE OF THE DEED] ARE RELEASED TO ASX, OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT.*";

(c) the Company will remove the note on the Share Register referred to in clause 3.1(a) and, if the Voluntary Escrow Securities are in certificated form, issue new certificates for such Ordinary Shares and CDIs omitting the restrictive legend referred to in clause 3.1(b):

(i) to the extent necessary to permit Dealings of the Voluntary Escrow Securities permitted by this deed; and

(ii) in full at the conclusion of the Escrow Period,

including notifying ASX that those Voluntary Escrow Securities will be released from the above arrangements, in accordance with the timing requirements set out in Listing Rule 3.10A.

3.2 Agreement to Holding Lock for Voluntary Escrow Securities that are held as CDIs

Subject to clause 3.3 (**Application of Holding Lock**), the Holder acknowledges and agrees in the case of Voluntary Escrow Securities that are held in the form of CDIs to the application of a Holding Lock to the Voluntary Escrow Securities, which will be registered and held for the Holder on the Issuer Sponsored Subregister to prevent a Dealing of the Voluntary Escrow Securities. The Holder also agrees to the Voluntary Escrow Securities being so registered.

3.3 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Securities that are held in the form of CDIs upon commencement of Listing (or from the time of issue of the Voluntary Escrow Securities, if later) and may only remove the Holding Lock with respect to the Voluntary Escrow Securities if permitted under clause 3.4 (**Removal of Holding Lock**).

3.4 Removal of Holding Lock

(a) Upon request by the Holder or Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs to the extent necessary to facilitate a Dealing that is permitted under clause 4 (**Exceptions**).

(a) The Company must remove the Holding Lock with respect to the Voluntary Escrow Securities that are held in the form of CDIs on the Business Day after the end of the relevant Escrow Period (which will include the giving of all required directions to the registrar).

(b) The Company must notify ASX that the Voluntary Escrow Securities will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

4 Exceptions

(a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities and any Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:

(i) the acceptance of a bona fide third party offer under a Takeover Bid in relation to the Voluntary Escrow Securities, provided that the holders of at least half of the Ordinary Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

(ii) the transfer or cancellation of the Voluntary Escrow Securities in the Company as part of a scheme of arrangement under Part 26 of the *Companies Act 2006* (UK), 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 Voluntary Escrow Securities are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional or the scheme does not become effective), then the Holder agrees that the restrictions applying to the Voluntary Escrow Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock or the

arrangements described in clauses 3.1(a) and 3.1(b) will be reapplied to all Voluntary Escrow Securities not so transferred or cancelled.

For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this paragraph (a);

(b) the sale of Voluntary Securities to SaleCo under the terms of the SaleCo Share Sale Deed as approved by the Company;

(c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Securities to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Securities or Controller Interests (as applicable) to an Related Body Corporate or a Related Fund of the Holder or Controller (as applicable) provided such Related Body Corporate or Related Fund agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require.

(e) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may encumber any (or all) of its Voluntary Escrow Securities or Controlled Interests (as applicable) to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

(i) the encumbrance does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest, that the Holder or Controller (as applicable) has in any of its Voluntary Escrow Securities or Controlled Interests (as applicable); and

(ii) whether or not Voluntary Escrow Securities or Controlled Interests (as applicable) are transferred or delivered to the Financial Institution or any other person in connection with the encumbrance, the documentation for the encumbrance makes it clear that the Voluntary Escrow Securities or Controlled Interests (as applicable) are to remain in escrow and subject to the voluntary escrow arrangements set out in this deed for the Escrow Period, including the restrictions contained in the representations, warranties and undertakings contained in this deed (provided in all cases, that it is done in a manner that is legally enforceable by the Company against the holder of Voluntary Escrow Securities).

(f) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Securities or Controller Interests upon the death or incapacity of the Holder or Controller, provided that the transferee has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Voluntary Escrow Securities or Controller Interests.

4.2 Notice

If the Holder or Controller becomes aware:

(a) that a Dealing in any Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller 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 Voluntary Escrow Securities or Controller Interests (as applicable) by such Holder or Controller during the Escrow Period,

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

5 Early Release

Notwithstanding any provision of this deed, during the Escrow Period, the Holder may Dispose (in one or more transactions) of up to 25% of their Voluntary Escrow Securities, after 4.30pm (Sydney, Australia time) on the first date on which the following conditions have been satisfied:

(a) the Company's Appendix 4E for the period ending 31 December 2021 is released to the ASX; and

(b) either:

(i) the Company's revenue for the 12 months to 31 December 2021 is at least 2.5 times the Company's revenue for the 12 months to 31 December 2020, to be calculated based on the audited or audit-reviewed financial statements released to ASX; or

(ii) the VWAP of the CDIs for a period of 15 consecutive Trading Days after the date of release of the Appendix 4E referred to in clause 5(a) above was at least 50% higher than the Offer Price.

6 Warranties

6.1 Giving of warranties

(a) Each of the warranties and representations in this clause 5 is given in favour of the Company as at the date of this deed.

(b) The warranties and representations in this clause 5 are given in respect of any and all Voluntary Escrow Securities which the Holder holds and any and all Controller Interests which the Controller holds from time to time during the Escrow Period, including as a result of a permitted Dealing in accordance with clause 4 of this deed.

6.2 Warranties of Holder and Controller

Each of the Holder and the Controller jointly and severally warrants and represents the following:

(a) (**power and authority**) it has full power and authority, without the need for any third party consent, to enter into and perform its obligations under this deed (including, if the Holder or Controller (as applicable) has entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));

(b) (**all necessary action**) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;

(c) (**binding obligation**) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

(d) (**power and authority as Trustee**) if the Holder or Controller (as applicable) 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) the Holder or Controller (as applicable) 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 those Trust assets; 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;

(e) (**no breach**) the execution, delivery and performance by the Holder or Controller (as applicable) of this deed 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 or Controller (as applicable) is a Trustee, the trust deed for the Trust)]; or

(iii) any agreement, undertaking, encumbrance or document which is binding on that party;

(f) (**no prior breach**) before the Escrow Period begins, it has not done, or omitted to do, any act which would breach clause 2 of this deed if done or omitted during the Escrow Period;

(g) (**Security Interests**) the Voluntary Escrow Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;

(h) (**no other interests**) no person has, or will have immediately following Settlement, any economic or beneficial interest in the Voluntary Escrow Securities or Controller Interests (as applicable) other than the Holder or Controller and the underlying beneficial owners of the Controller;

(i) (**no power to direct or manage**) no person (other than the Holder or Controller) has the power to direct or cause the direction of the management of the Holder or Controller (as applicable), whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or Controller (as applicable) or otherwise; and

(j) (**holder**) immediately following Allotment, the Holder will hold the Voluntary Escrow Securities and the Controller will hold the Controller Interests as set out in Schedule 2 (**Details**).

6.3 Breach of warranties

A breach of any of the warranties and representations in this clause 5 is a breach of the terms of this deed.

6.4 Survival of warranties and representations

The warranties and representations in this clause 5 survive termination of this deed.

7 Permitted dealings with the Voluntary Escrow Securities

Except as expressly provided for in clause 2, nothing in this deed restricts the Holder or Controller from Dealing with the Voluntary Escrow Securities or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Securities or Controller Interests (as applicable), including (without limitation) by:

(a) exercising any voting rights attaching to Voluntary Escrow Securities;

(b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Securities; and

(c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Securities.

8 Breach

8.1 Consequences of breach

(a) If the Holder or Controller breaches this deed, each of the following applies:

(i) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and

(ii) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Securities. This is in addition and without prejudice to other rights and remedies of the Company.

(b) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 and the Holder/each of the Holder and the Controller agrees that the Company is entitled to seek an injunction or specific performance to enforce the Holder's and/or the Controller's obligations under clause 2 without proof of actual damage and without prejudice to any of its other rights or remedies.

9 Termination

This deed terminates automatically if:

(a) the Company withdraws the Initial Public Offer;

(b) the Company is not admitted to the official list of ASX by 31 March 2021; or

(c) otherwise the earlier of the expiry of the Escrow Period or when the Holding Lock (with respect to Voluntary Escrow Securities held as CDIs) and the arrangements described in clauses 3.1(a) and 3.1(b) (with respect to any other Voluntary Escrow Securities) are released in respect of any Voluntary Escrow Securities and Controller Interests pursuant to clause 4.

10 Capacity

If the Holder or Controller has entered into this deed as a Trustee:

(a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 but subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

(b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as Trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person or prove in the liquidation, administration or arrangement of or affecting that Trustee (except in relation to property of the relevant trust); and

(c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that such rights of indemnity are or become unavailable as a result of the operation of law, or as a result of any fraud, negligence or breach of trust by the Trustee.

11 Notices

(a) Any notice, confirmation or other communication under or in connection with this deed must be sent by email by an authorised representative of the sender as follows:

(i) if to the Company:

Attention:
Position:
Email:

(ii) if to the Holder:

Attention:
Position:
Email:

(iii) if to the Controller:

Attention:
Position:
Email:

(b) a notice, confirmation or other communication will be taken to have been received upon the first to occur of:

(i) the sender receives an automated message confirming delivery; or

(ii) two hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (Sydney, Australia time) it is deemed to be received at 9.00am (Sydney, Australia time) on the following Business Day.

12 General

12.1 Governing law

This deed is governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

12.2 Variations

This deed may not be amended once delivered, except with the written agreement of each party.

12.3 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

12.4 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.5 Remedies cumulative

The rights and remedies provided in this deed are in addition to other rights and remedies given by law independently of this deed.

12.6 Waiver

(a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

(b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.

(c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.7 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

Schedule 1 Dictionary

1 Dictionary

The following definitions apply in this deed.

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX, as modified or waived in respect of the Company or the Initial Public Offer.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales, Australia.

CDI means a CHESS Depositary Interest with one CDI representing a beneficial interest in one Share in the Company.

CHESS Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Completion has the meaning given in the prospectus to be issued by the Company in connection with the Initial Public Offer.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Securities (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of Schedule 2.

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

Deal, in respect of any Voluntary Escrow Securities or Controller Interest, means to directly or indirectly:

(a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Security or Controller Interest (as applicable);

(b) encumber or grant a Security Interest over such Voluntary Escrow Security or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Security or Controller Interest (as applicable);

(c) grant or exercise an option in respect of such Voluntary Escrow Security or Controller Interest (as applicable);

(d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Security or Controller Interest (as applicable); or

(e) agree to do any of those things,

and **Dealing** has the corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Securities are escrowed as set out in item 4 of Schedule 2.

Financial Institution has the meaning given to that term in section 4(e).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Initial Public Offer means the proposed initial public offering of CDIs over new Ordinary Shares and the existing Ordinary Shares pursuant to the Prospectus.

Issue Date means the date on which new Ordinary Shares and CDIs are issued pursuant to the Initial Public Offer.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Lead Manager means Bell Potter Securities Limited.

Listing means the time of admission of the Company to the official list of the ASX and commencement of quotation of the CDIs.

Offer Price means the per CDI offered under the Prospectus.

Ordinary Share means a fully paid ordinary share in the capital of the Company.

PPS Act means the *Personal Property Securities Act* 2009 (Cth).

PPS Security Interest means a security interest as defined in the PPS Act

Prospectus means the prospectus prepared by the Company and SaleCo in accordance with Corporations Act in relation to the Initial Public Offer.

Related Fund means each corporation, trust, limited liability company, general or limited partnership or other entity under common control with the Holder or Controller (as applicable) or that receives investment advice from the investment adviser to the Holder or Controller (as applicable) or any of their Related Bodies Corporate or an investment adviser affiliated with such investment adviser.

SaleCo means DCA SaleCo Plc (company number 12852833).

SaleCo Share Sale Deed means the deed between the SaleCo and each of the shareholders listed in Schedule 2 of that deed to be dated on or around the date of the Prospectus.

Security Interest means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any PPS Security Interest, and includes any agreement to create any of them or allow any of them to exist.

Settlement has the meaning given in the Prospectus.

Share Register means the register on which Shares are held from time to time.

Takeover Bid means a take-over offer made in accordance with Chapter 3 of Part 28 of the *Companies Act* 2006 (UK).

Trading Day has the meaning given to 'trading day' as defined in the ASX Listing Rules.

Trust has the meaning given in clause 6.2(a).

Trustee has the meaning given in clause 6.2(a).

Voluntary Escrow Securities means the securities specified in item 5 Schedule 2 (**Details**).

VWAP means volume weighted average price.

2 Interpretation

In this deed the following rules of interpretation apply unless the contrary intention appears:

(a) headings are for convenience only and do not affect the interpretation of this deed;

(b) the singular includes the plural and vice versa;

(c) words that are gender neutral or gender specific include each gender;

(d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(e) the words 'such as', 'including', 'particularly' and similar expressions are not words of limitation;

(f) a reference to:

(i) a person includes a natural person, partnership, joint venture, government agency, association, corporation, trust or other body corporate;

(ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;

(iii) a party includes its agents, successors and permitted assigns;

(iv) a document includes all amendments or supplements to that document;

(v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this deed;

(vi) this deed includes all schedules and attachments to it;

(vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable financial market and is a reference to that law as amended, consolidated or replaced;

(viii) a statute includes any regulation, ordinance, by-law or other subordinate legislation under it;

(ix) an agreement other than this deed includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and

(x) a monetary amount is in Australian dollars and all amounts payable under or in connection with this deed are payable in Australian dollars;

(g) unless otherwise specified in this deed, an agreement on the part of two or more persons binds them severally and not jointly;

(h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this deed or any part of it;

(i) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;

(j) in determining the time of day where relevant to this deed, the relevant time of day is:

(i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or

(ii) for any other purpose under this deed, the time of day in the place where the party required to perform an obligation is located;

(k) a day is the period of time commencing at midnight and ending immediately before the next midnight is to occur; and

(l) if a period of time is calculated from a particular day, act or event (such as the giving of a notice), unless otherwise stated in this deed, it is to be calculated exclusive of that day, or the day of that act or event.

3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

(a) notwithstanding anything contained in this deed, if the ASX 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 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 deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the ASX 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 ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

Schedule 2 Details

1 Company

Doctor Care Anywhere Group plc (Company number 08915336) of 13-15 Bouverie Street, 2nd Floor, London, England, EC4Y 8DP.

2 Holder

Name: of

DANIEL CURRAN
59 GOSBERTON ROAD, FLAT 2, LONDON, SW12 8LG

Address:

3 Controller(s)

Details of any Controllers to be inserted by hand by the Holder (including address details). If none, please specify:

4 Escrow Period

The period commencing on the date of this deed and continuing until the second anniversary of this deed.

5 Particulars of Voluntary Escrow Securities

Voluntary Escrow Securities	All of the securities in the Company held by the Holder during the Escrow Period, which are not subject to mandatory escrow under the ASX Listing Rules including CDIs in the Company which represent Ordinary Shares and options to acquire Ordinary Shares.

6 Particulars of Controller Interests

Please describe in detail the nature of the Controller Interests below:

Execution page

Executed as a deed.

Company

SIGNED, SEALED and DELIVERED)
)
for and on behalf of)
DOCTOR CARE ANYWHERE GROUP PLC)
)
in the presence of:-)

J. E. T. BAINES

name

name
MICHELLE FUTTER

Witness
Name: MICHELLE FUTTER
Title: MS
Address: 13 REGINALD LINDOP DRIVE, ALSAGER, CHESHIRE, ST7 2GW

CHIEF PEOPLE OFFICER

For and on behalf of the Holder: _____ **(name)**

Witness
Name: Katherine Pangrahan
Title: Miss
Address: 110 Tramere Road
London, SW18 3QT.

For an on behalf of the Controller (if any): _____ **(name)**

Witness
Name:
Title:
Address:

This is annexure D of 139 pages referred to in Form 603 Notice of Initial Substantial Holder



Signature

04/12/2020

Date

ANNEXURE D – RESTRICTION DEEDS

Doctor Care Anywhere Group PLC ARBN 645 163 873

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Amit Patel

   Ackworth, Maltings Drive, Epping, Essex CM16 6SM

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 1,170,000 Ordinary Shares in the Company and registered legal holder of 1,170,000 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

(name) AMIT PATEL

_____

Witness

Name: SUSANNE STILES

Title: EXECUTIVE ASSISTANT

Address: 13 CHAMBERLAIN AVENUE
CANVEY ISLAND
ESSEX, SS8 8AG

Signed, sealed and delivered, for and on behalf of the Controller (if any):

_____ **(name)**

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TRUMP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Bayju Ashvin Thakar

   The Pines, Rockfield Road, Oxted RH8 0EJ

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:
   Beneficial interest in 12,668,969 Ordinary Shares in the Company and registered legal holder of 12,668,969 CHESS Depositary Interests issued over those Ordinary Shares.
   Registered legal holder of 1 Ordinary Share (on the Entity's principal register in the UK), 99,600 Deferred Shares and 13,325,818 Options over Ordinary Shares in the Company on a one for one basis.

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

Bayju Thakar

_____

Witness

Name: OLIVIA THOMAS

Title: BUSINESS MANAGER

Address: 35B MURGROVE ROAD

LONDON NW4 3TP

Signed, sealed and delivered,

for and on behalf of the Controller (if any): _____

(name)

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAYJU THAKCAR

)

in the presence of:-

name

)

name

Witness OLIVIA THORPE

Name:

Title: BUSINESS MANAGER

Address: 35B MURGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   BGF Nominees Limited

   13-15 York Buildings, London WC2N 6JU

3. Each +controllers' name and address:

   a) BGF Investments LP, 13-15 York Buildings, London WC2N 6JU
   b) Business Growth Fund Limited, 13-15 York Buildings, London WC2N 6JU
   c) BGF Investment Management Limited, 13-15 York Buildings, London WC2N 6JU
   d) BGF Group plc, 13-15 York Buildings, London WC2N 6JU

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 21,226,818 Ordinary Shares in the Company and registered legal holder of 21,226,818 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   a) BGF Investments LP is the beneficial owner of the restricted securities held by the holder as nominee;
   b) Business Growth Fund Limited is the only party with a material interest in BGF Investments LP, which equates to 85%;
   c) BGF Investment Management Limited fulfils the role as manager of BGF Investments LP and takes investment decisions on its behalf; and
   d) BGF Group plc is the parent company of both Business Growth Fund Limited and BGF Investment Management Limited, which are wholly owned subsidiaries, and is therefore the ultimate beneficiary and controller.

8. Particulars of security interests over restricted securities:

N/A

9. Particulars of security interests over controller interests:

N/A

Dated: 1 December 2020

Executed as a deed.

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

BGF Nominees Limited acting by its attorney

....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cora Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

Signed, sealed and delivered, for and on behalf of the Controllers (if any):

Executed as a deed by **BGF Investments LP** acting by BGF Investment Management Limited its manager, acting by its attorney

....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cora Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

Executed as a deed by **Business Growth Fund Limited** acting by

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cora Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

Executed as a deed by **BGF Group plc** acting by

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cora Turner

Address: c/o BGF
13-15 York Buildings
London, WC2N 6JU

Occupation: PA

Executed as a deed by **BGF Investment Management Limited**, acting by its attorney

.....

.....

Name MATTHEW REED

in the presence of:

Witness signature: .....

Name: Cera Turner

Address: C/O BGF
13-15 York Buildings
London WC2N 6JU

Occupation: PA

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TRUMP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Bhikhu Patel

   293 Benfleet Road, Benfleet SS7 1PR

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 8,662,288 Ordinary Shares in the Company and registered legal holder of 8,662,288 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

(name) BHIKHU PATEL

_____

Witness

Name: SUSANNE SMYLES

Title: EXECUTIVE ASSISTANT

Address: 13 CHAMBERLAIN AVENUE
CANVEY ISLAND
ESSEX
SS8 8AG

Signed, sealed and delivered, for and on behalf of the Controller (if any):

_____ **(name)**

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPT

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Carani Holdings Limited

   Level 1, Palm Grove House, Wickhams Cay, Road Town, Tortola, British Virgin Islands

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 34,876,109 Ordinary Shares in the Company and registered legal holder of 34,876,109 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: Carani Holdings Ltd (name)

For and on behalf of
NIGHTINGALE CORPORATE DIRECTORS LIMITED

.....
Authorised signatories

Witness

Name: Angela Gomès

Title:Accountant

Address:C/o Nightingale trustees SA
6, place des Eaux-Vives
1207 Geneva - Switzerland

Signed, sealed and delivered, for and on behalf of the Controller (if any): _____ (name)

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Christopher Robin Moore

   40B Lancaster Park, Richmond Upon Thames, Surrey TW10 6AD

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 2,359,383 Ordinary Shares in the Company and registered legal holder of 2,359,383 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: Z. R. Moore **(name)**

Witness

Name: THOMAS PEARMAN

Title: SOLICITOR

Address: 40C LANCASTER PARK
RICHMOND
SURREY
TW10 6AD

Signed, sealed and delivered, for and on behalf of the Controller (if any):
_____ **(name)**

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Hadston 1 LLP

   Hartham Park, Hartham Corsham, Wiltshire SN13 0RP

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 8,551,590 Ordinary Shares in the Company and registered legal holder of 8,551,590 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: HENDERSON LCP. **(name)**

Witness

Name: EMMA LOUISE CLARK (MISS)

Title: OFFICE MANAGER

Address: 22 ALEXANDER TERRACE
CORSHAM
WILTSHIRE, SN13 0BW

Signed, sealed and delivered, for and on behalf of the Controller (if any): _____ **(name)**

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Holly Juliette Berkeley Mason

   Mount Pleasant, The Common Penn, Buckinghamshire HP10 8LR

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 539,278 Ordinary Shares in the Company and registered legal holder of 539,278 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____
(name) HOLLY MASON

SARAH ELDERTON _____

Witness

Name:

Title: Mrs.

Address: Eastleigh, The Common
Penn
High Wycombe
Bucks. HP10 8LR

Signed, sealed and delivered, for and on behalf of the Controller (if any):
_____ **(name)**

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Jeffrey Paul Thomas

   Hartham Park, Hartham Corsham, Wiltshire SN13 0RP

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 1,221,059 Ordinary Shares in the Company and registered legal holder of 1,221,059 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

(name)

JEFFREY THOMAS

_____

Witness

Name: EMMA LOUISE CLARK (MISS)

Title: OFFICE MANAGER

Address: 22 ALEXANDER TERRACE
CORSHAM
WILTSHIRE, SN13 0BW

Signed, sealed and delivered, for and on behalf of the Controller (if any):

_____ **(name)**

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPT

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Leanne Rowe

   22A Fully Belly Court, Elldon via Alexandrea VIC 3714

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 25,000 Ordinary Shares in the Company and registered legal holder of 25,000 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

Leanne Rowe

_____

Witness

Name: PETER JASEK

Title: Dr

Address: 2502/8 KAVANAGH ST
SOUTHBANK, VIC.
AUSTRALIA

Signed, sealed and delivered,

for and on behalf of the Controller (if any): _____

(name)

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

name

)

name

Witness OLIVIA TREMPT

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Mark John Cotterill

   The Old Post Office, Duddenhoe End, Saffrom Waldon, Essex CB11 4UU

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 1,170,000 Ordinary Shares in the Company and registered legal holder of 1,170,000 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____
(name) MARK COTTERILL

_____

Witness

Name: SUSANNE STILES

Title: EXECUTIVE ASSISTANT

Address: 13 CHAMBERLAIN AVENUE
CANVEY ISLAND
ESSEX, SS8 8HG

Signed, sealed and delivered, for and on behalf of the Controller (if any):
_____ **(name)**

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street
   2nd Floor
   London, England
   EC4Y 8DP

2. Holder's name and address:

   Patagorang Pty Limited

   72 Bower Street, Manly NSW, 1665 Australia

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:
   4 December 2020

5. Escrow period end date:
   4 December 2022

6. Particulars of restricted securities:
   Beneficial interest in 8,191,201 Ordinary Shares in the Company and registered legal holder of 8,191,201 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 24-10-2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

Name: ROGER ALLEN (Sole Director)

_____

Witness

Name: Amy Baxter

Title:

Address: 8 Everton Road, Belrose NSW 2085 Australia

Signed, sealed and delivered,

for and on behalf of the Controller: _____

(name)

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Richard Dammery

   Level 4, 90 William Street, Melbourne 3000

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 25,000 Ordinary Shares in the Company and registered legal holder of 25,000 CHESS Depositary Interests issued over those Ordi nary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

Richard Dammery

Witness

Name: MARTHA DAMMERY

Title:

Address: 146 POINT LEO RD
REDHILL STH VIC 3937

Signed, sealed and delivered,

for and on behalf of the Controller (if any): _____

(name)

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAICAR

)

in the presence of:-

name

)

name

Witness OLIVIA TRUMPF

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Romana Abdin

   29A Tekels Avenue, Camberley, Surrey, United Kingdom, GU15 2LB

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 25,000 Ordinary Shares in the Company and registered legal holder of 25,000 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

Romana Abdin

_____

Witness

Name: Nicole Norton

Title: Mrs

Address: 213 Weyhill Road, Andover, Hampshire, SP10 3LJ

Signed, sealed and delivered,

for and on behalf of the Controller (if any): _____

(name)

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAICAR

)

in the presence of:-

name

)

name

Witness OLIVIA TREMAIN

Name:

Title: BUSINESS MANAGER

Address: 35B MURGRAVE RD

LONDON SE19 3PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Sharon Brittan

   The Old Vicarage Church Road, Penn, Buckinghamshire HP10 8NX

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 1,547,291 Ordinary Shares in the Company and registered legal holder of 1,547,291 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: Shaun Butler **(name)**

S Martillano

Witness Shirley Martillano.

Name: SHIRLEY MARTILLANO

Title: MRS

Address: THE OLD VICARAGE
CHURCH ROAD
PENN
BUCKS HP10 8NX

Signed, sealed and delivered, for and on behalf of the Controller (if any):
_____ **(name)**

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Simon Calver

   The Lawns, Nightingales Lane, Chalfont Saint Giles, United Kingdom, HP8 4SH

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 25,000 Ordinary Shares in the Company and registered legal holder of 25,000 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

Simon Calver

Alex Farrell

_____

Witness

Name: Alexandra Farrell.

Title: Mrs

Address: 27a Laitwood Road
Balham, London SW12 9QN.

Signed, sealed and delivered,

for and on behalf of the Controller (if any): _____

(name)

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

name

)

name

Witness OLIVIA TREMPT

Name:

Title: BUSINESS MANAGER

Address: 358 MILLGROVE RD

LONDON SE19 3PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) ⁺dispose of, or agree or offer to ⁺dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's ⁺issuer sponsored subregister and are to have a ⁺holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each ⁺controller warrant that:

   (a) the holder has the ⁺controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the +securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the +restricted securities or the holder of the +restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the +securities set out in item 6 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Vanessa Wallace

   63 Kangaroo Street, Manly, Sydney NSW 2095

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 25,000 Ordinary Shares in the Company and registered legal holder of 25,000 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 25 October 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____

Vanessa Wallace

_____

Witness

Name: ALAN LIDDLE

Title: CEO SANQUI BIO PTY LTD.

Address: 63 KANGAROO ST
MANLY, NSW, 2095, AUSTRALIA

Signed, sealed and delivered,

for and on behalf of the Controller (if any): _____

(name)

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

name

)

name

Witness OLIVIA TREMPT

Name:

Title: BUSINESS MANAGER

Address: 35B MILLGROVE RD

LONDON SE19 3PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Vijay Patel

   St Leonards, Fryerning, Ingatestone CM4 0PB

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 25,987,209 Ordinary Shares in the Company and registered legal holder of 25,987,209 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: _____
(name) VIJAY PATEL

_____

Witness

Name: SUSANNE SMILES

Title: EXECUTIVE ASSISTANT

Address: 13 CHAMBERLAIN AVENUE
CANVEY ISLAND
ESSEX, SS8 8AG

Signed, sealed and delivered, for and on behalf of the Controller (if any):
_____ (name)

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPT

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holder's name and address:

   Xilan Capital Limited

   19F Tower 2, Admiralty Centre, 18 Harcourt Road, Hong Kong

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 3,935,360 Ordinary Shares in the Company and registered legal holder of 3,935,360 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

For and on behalf of
XILAN CAPITAL LIMITED
錫蘭資本有限公司

Signed, sealed and delivered, for and on behalf of the Holder: _____ (name)

Authorised Signature(s)

_____

Witness

Name: So Chi Ho

Title: Assistant to Director

Address: 19/F, Tower 2, Admiralty Centre, 18 Harcourt Rd, H.K.

Signed, sealed and delivered, for and on behalf of the Controller (if any): _____ (name)

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holders' name and address:

   Anthony Banks Limited (1982) Pension Plan - Ground Floor, 25 Ives Street, London SW3 2ND

   Barnett Waddingham Trustees (1996) Limited - 2 London Wall Place, 123 London Wall, London EC2Y 5AU

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 2,396,860 Ordinary Shares in the Company and registered legal holder of 2,396,860 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: (name) Anthony Banks Ltd (1982) Pension Plan

Witness

Name NJ Price

Title Mr

Address 25 Ives Street London SW3 2ND

Signed, sealed and delivered, for and on behalf of the Controller (if any):

_____ (name)

Witness

Name

Title

Address

Executed as a deed. for and on behalf of Barnett Waddingham Trustees (1996) Limited as a Trustee

Signed, sealed and delivered, for and on behalf of the Holder: Anthony Banks Ltd of the **(name)** (1982) Pension Plan

_____

Witness

Name: HELEN KISIALA

Title: ADMINISTRATOR

Address:

Barnett Waddingham Trustees Ltd
Decimal Place, Chiltern Avenue
Amersham, Bucks, HP6 5FG

Signed, sealed and delivered, for and on behalf of the Controller (if any):

_____ **(name)**

_____

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPT

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holders' name and address:

   H.R.M.P. Directors Pension Scheme - Ground Floor, 25 St Ives Street, London SW3 2ND

   Barnett Waddingham Trustees (1996) Limited - 2 London Wall Place, 123 London Wall, London EC2Y 5AU

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 2,396,860 Ordinary Shares in the Company and registered legal holder of 2,396,860 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed.

Signed, sealed and delivered, for and on behalf of the Holder: HRMP Directors Pension Scheme (name)

Witness

Name: NJ Price

Title: Mr

Address: 25 Ives Street London SW3 2ND

Signed, sealed and delivered, for and on behalf of the Controller (if any): _____ (name)

Witness

Name:

Title:

Address:

Executed as a deed.

for and on behalf of Barnett Waddingham Trustees (1990) Limited as a Trustee of

Signed, sealed and delivered, for and on behalf of the Holder: HRMP Directors Pension Scheme
(name)

Witness

Name: HELEN KISIALA

Title: ADMINISTRATOR

Address:

Barnett Waddingham Trustees Ltd
Decimal Place, Chiltern Avenue
Amersham, Bucks, HP6 5FG

Signed, sealed and delivered, for and on behalf of the Controller (if any):
_____ **(name)**

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP

Appendix 9A
Restriction Deed

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, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.

B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.

C. We acknowledge that the entity's admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:

   (a) +dispose of, or agree or offer to +dispose of, the restricted securities;

   (b) create, or agree or offer to create, any security interest in the restricted securities; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

2. During the escrow period, a controller must not:

   (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; or

   (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,

   except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.

3. The holder agrees that the restricted securities are to be kept on the entity's +issuer sponsored subregister and are to have a +holding lock applied.

Warranties

4. If item 3 of the schedule is completed, the holder and each +controller warrant that:

   (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;

   (b) there are no other controllers or controller interests; and

(c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.

5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:

   (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;

   (b) if the holder is not one or more individuals, the holder has no +controller; and

   (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.

6. If item 8 of the schedule is completed, the holder warrants that:

   (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;

   (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and

   (c) a release of those security interests is attached.

7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.

8. If item 9 of the schedule is completed, the holder and each +controller warrant that:

   (a) full particulars of security interests which have been created over the controller interests are set out in item 9;

   (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and

   (c) a release of the security interests is attached.

9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.

10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:

   (a) the holder and each +controller must take the steps necessary to rectify the breach;

   (b) the entity must take the steps necessary to enforce the agreement;

   (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and

   (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the [+]securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the [+]restricted securities or the holder of the [+]restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the [+]securities set out in item 6 of the schedule and any [+]securities attaching to or arising out of those [+]securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

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

Other words and expressions defined in the listing rules, and not in this deed, 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:

   Doctor Care Anywhere Group plc (company number 08915336)

   13-15 Bouverie Street

   2nd Floor

   London, England

   EC4Y 8DP

2. Holders' name and address:

   M.J. Rutherford Limited Directors Pension Fund - Ground Floor, 25 St Ives Street, London SW3 2ND

   Barnett Waddingham Trustees (1996) Limited - 2 London Wall Place, 123 London Wall, London EC2Y 5AU

3. Each +controllers' name and address:

   N/A

4. Escrow period start date:

   4 December 2020

5. Escrow period end date:

   4 December 2022

6. Particulars of restricted securities:

   Beneficial interest in 2,396,860 Ordinary Shares in the Company and registered legal holder of 2,396,860 CHESS Depositary Interests issued over those Ordinary Shares

7. Particulars of controller interests:

   N/A

8. Particulars of security interests over restricted securities:

   N/A

9. Particulars of security interests over controller interests:

   N/A

Dated: 1 December 2020

Executed as a deed

Signed, sealed and delivered, for and on behalf of the Holder: (name) NJ Rutherford Ltd Directors Pension Fund

Witness

Name NJ Rice

Title Mr

Address 25 Ives Street London SW3 2ND

Signed, sealed and delivered, for and on behalf of the Controller (if any): (name)

Witness

Name

Title

Address

Executed as a deed. for and on behalf of Barnett Waddingham Trustees (1996) Limited as a trustee

Signed, sealed and delivered, for and on behalf of the Holder: MJ Rutherford Ltd of the Directors Pension Fund
(name)

Witness

Name: HELEN KISIALA

Title: ADMINISTRATOR

Address:

Barnett Waddingham Trustees Ltd
Decimal Place, Chiltern Avenue
Amersham, Bucks, HP6 5FG

Signed, sealed and delivered, for and on behalf of the Controller (if any):
(name)

Witness

Name:

Title:

Address:

Signed, sealed and delivered, for and on behalf of the entity DOCTOR CARE ANYWHERE GROUP PLC) BAIJU THAKAR

)

in the presence of:-

)

name

name

Witness OLIVIA TREMPP

Name:

Title: BUSINESS MANAGER

Address: 35B MUSGROVE RD

LONDON SE14 5PP