Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme: Doctor Care Anywhere Group PLC

ACN/ARSN: ARBN 645 163 873

1. Details of substantial holder (1)

Name: Doctor Care Anywhere Group PLC

ACN/ARSN (if applicable): ARBN 645 163 873

There was a change in the interests of the substantial holder on: 8 September 2021

The previous notice was given to the company on: 4 December 2020

The previous notice was dated: 4 December 2020

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
ORD	149,738,932	47.03%	160,164,661	48.61%

3. Changes in relevant interests

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

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of Securities affected	Person's votes affected
14 December 2020	Doctor Care Anywhere Group PLC	Dilution of relevant interest following the issue of CDIs pursuant to the exercise of unquoted options as disclosed in the Appendix 2A dated 16 December 2020.	N/A	149,738,932 CDIs over ordinary shares	149,738,932
16 April 2021	Doctor Care Anywhere Group PLC	Dilution of relevant interest following the issue of CDIs pursuant to the exercise of unquoted options as disclosed in the Appendix 2A dated 22 April 2021.	N/A	149,738,932 CDIs over ordinary shares	149,738,932
25 April 2021	Doctor Care Anywhere Group PLC	Dilution of relevant interest following the issue of CDIs pursuant to the exercise of unquoted options as disclosed in the Appendix 2A dated 3 May 2021.	N/A	149,738,932 CDIs over ordinary shares	149,738,932
14 July 2021	Doctor Care Anywhere Group PLC	Ceasing to have relevant interest in 129,444 CDIs over ordinary shares upon release of those securities from mandatory escrow arrangements disclosed in Doctor Care Anywhere Group PLC's prospectus dated 30 October 2020.	Non-cash pursuant to mandatory escrow deed between Doctor Care Anywhere Group PLC and each of the registered holders of the CDIs over ordinary shares as set out in the mandatory escrow deed lodged with ASX on 4 December 2020.	129,444 CDIs over ordinary shares	129,444
4 August 2021	Doctor Care Anywhere Group PLC	Dilution of relevant interest following the issue of CDIs pursuant to the exercise of unquoted options as disclosed in the Appendix 2A dated 11 August 2020.	N/A	149,609,488 CDIs over ordinary shares	149,609,488

8 September 2021	Doctor Care Anywhere Group PLC	Restriction on the disposal of securities under voluntary escrow arrangements entered into in connection with the securities issued as part consideration for the acquisition by Doctor Care Anywhere Group PLC of 100% of the shares in GP2U Telehealth Pty Ltd (as described in company announcement of 9 September 2021) give Doctor Care Anywhere Group PLC a deemed relevant interest in its own securities under section 608(1)(c) of the Corporations Act. However, Doctor Care Anywhere Group PLC has no right to acquire these securities or to exercise, or control the exercise of, a right to vote attached to these securities. See Annexure A for a copy of the voluntary escrow deed.	Non-cash pursuant to voluntary escrow deeds between Doctor Care Anywhere Group PLC and each of the registered holders of the CDIs over ordinary shares entered into in connection with the securities issued as part consideration for the acquisition by Doctor Care Anywhere Group PLC of 100% of the shares in GP2U Telehealth Pty Ltd (as described in company announcement of 9 September 2021). See Annexure A for a copy of the voluntary escrow deed.	10,555,173 CDIs over ordinary shares	10,555,173

4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Doctor Care Anywhere Group PLC	• Amit Patel • Barnett Waddingham Trustees (1996) Limited • Bayju Ashvin Thakar • BGF Nominees Limited • BGF Nominees Limited • Bhikhu Patell • Carani Holdings Limited • Christopher Moore • Hadston 1 LLP • Barnett Waddingham Trustees (1996) Limited • Holly Mason • Jeffrey Paul Thomas • Mark Cotterill • Barnett Waddingham Trustees (1996) Limited • Patagorang Pty Limited • Sharon Brittan • Xilan Capital Limited • Vijay Patel • AESTEL Pty Ltd • Simon Calver • LANPET Super Pty Ltd • Vanessa Wallace • Romana Abdin • Daniel Curran	• Amit Patel • Anthony Banks Ltd (1982) Pension Plan • Bayju Ashvin Thakar • BGF Ventures LP • BGF Investments LP • Bhikhu Patel • Carani Holdings Limited • Christopher Robin Moore • Hadston 1 LLP • HRMP Directors Pension Scheme • Holly Mason • Jeffrey Paul Thomas • Mark Cotterill • MJ Rutherford Ltd Directors Pension Fund • Patagorang Pty Limited • Sharon Brittan • Xilan Capital Limited • Vijay Patel • AESTEL Pty Ltd • Simon Calver • LANPET Super Pty Ltd • Vanessa Wallace • Romana Abdin • Daniel Curran	Restriction on disposal of securities 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 securities under section 608(1)(c) of the Corporations Act. However, Doctor Care Anywhere Group PLC has no right to acquire these securities or to exercise, or control the exercise of, a right to vote attached to these securities.	149,609,488 CDIs over ordinary shares	149,609,488

Doctor Care Anywhere Group PLC	• James Freeman • The Hospitals Contribution Fund of Australia Ltd • Sycamore Nominees Pty Ltd • Health Essentials Pty Limited • Allyear Pty Ltd • A.C.N. 122 201 110 Pty Ltd • Sarah Eileen Richardson • Greystanes Pty Ltd • David Lytton • Hamadin SF Pty Ltd • Carolyn Oliver • R.G. Hazell Pty Ltd • Paul Burnham Swifte ATF Swifte Trust • Bandgold Pty Ltd • Baronreef Pty Ltd • John Geoffrey Walker • Iain Mc Donald • Marion Clarke • Alan Haggai Alavi • Jillian Jackson and Grant Jackson	• James Freeman • The Hospitals Contribution Fund of Australia Ltd • Sycamore Nominees Pty Ltd • Health Essentials Pty Limited • Allyear Pty Ltd • A.C.N. 122 201 110 Pty Ltd • Sarah Eileen Richardson • Greystanes Pty Ltd • David Lytton • Hamadin SF Pty Ltd • Carolyn Oliver • R.G. Hazell Pty Ltd • Paul Burnham Swifte ATF Swifte Trust • Bandgold Pty Ltd • Baronreef Pty Ltd • John Geoffrey Walker • Iain Mc Donald • Marion Clarke • Alan Haggai Alavi • Jillian Jackson and Grant Jackson	Restriction on the disposal of securities under voluntary escrow arrangements entered into in connection with the securities issued as part consideration for the acquisition by Doctor Care Anywhere Group PLC of 100% of the shares in GP2U Telehealth Pty Ltd (as described in company announcement of 9 September 2021) give Doctor Care Anywhere Group PLC a deemed relevant interest in its own securities under section 608(1)(c) of the Corporations Act. However, Doctor Care Anywhere Group PLC has no right to acquire these securities or to exercise, or control the exercise of, a right to vote attached to these securities. See Annexure A for a copy of the voluntary escrow deed.	10,555,173 CDIs over ordinary shares	10,555,173

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

6. Addresses

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

Name	Address
Doctor Care Anywhere Group PLC	13-15 Bouverie Street, 2nd Floor, London EC4Y 8DP, England
Amit Patel	Ackworth, Maltings Drive, Epping, Essex CM16 6SM
Barnett Waddingham Trustees (1996) Limited	2 London Wall Place EC2Y 5AU
Bayju Ashvin Thakar	The Pines, Rockfield Road, Oxted RH8 0EJ
BGF Nominees Limited	13/15 York Buildings, London WC2N 6JU
BGF Nominees Limited	13/15 York Buildings, London WC2N 6JU
Bhikhu Patel	293 Benfleet Road, Benfleet SS7 1PR
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	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	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
James Freeman	30 Katrina Court, Lindisfarne TAS 7015
The Hospitals Contribution Fund of Australia Ltd	HCF House, 403 George Street, Sydney NSW 2000
Sycamore Nominees Pty Ltd	6 Redcourt Avenue, Armadale VIC 3143
Health Essentials Pty Limited	Level 21, Grosvenor Place, 225 George Street, Sydney NSW 2000
Allyear Pty Ltd	PO Box 8358 Angelo Street, South Perth WA 6151
A.C.N. 122 201 110 Pty Ltd	55A Sandy Bay Road ,Battery Poin TAS 7004
Sarah Eileen Richardson	37 Sandpiper Drive, Midway Point TAS 7171
Greystanes Pty Ltd	14 Dresden Street, Sandy Bay TAS 7005
David Lytton	233 Tinderbox Road, Tinderbox TAS 7054
Hamadin SF Pty Ltd	3 Curtis Crescent, Moorebank NSW 2170
Carolyn Oliver	30 Katrina Court, Lindisfarne TAS 7015
R.G. Hazell Pty Ltd	GPO Box 1681, Hobart TAS 7001
Paul Burnham Swifte ATF Swifte Trust	PO Box 286, North Hobart TAS 7002
Bandgold Pty Ltd	98 Bromfield Drive , Bonogin QLD 4213
Baronreef Pty Ltd	371 Mersey Main Road, Tarleton TAS 7310
John Geoffrey Walker	PO Box 3030 , Prahran East VIC 3181
Iain Mc Donald	11 Rosanna Court, Claremont TAS 7011
Marion Clarke	3 Bowden Street Glenorchy TAS 7010
Alan Haggai Alavi	3 Billett Court, Sorell TAS 7172
Jillian Jackson and Grant Jackson	PO Box 630 Sandy Bay TAS 7006

Signature

print name	Dan Curran	capacity	Company Secretary
sign here		date	10 September

Doctor Care Anywhere Group PLC (ARBN 645 163 873)

ANNEXURE A

This is Annexure A of 37 pages referred to in the Form 604 *Notice of change of interests of substantial holder*.

Signed:



Dan Curran, Company Secretary

Dated: 10 September 2021

HERBERT SMITH FREEHILLS

Restriction deed

Date ▸	8 September 2021

Between the parties

Company	**Doctor Care Anywhere Group Plc** ARBN 645 163 873 of Level 2, 13-15 Bouverie St London, United Kingdom EC4Y 8DP
Holders	Each party named as a Holder in Schedule 1
Controllers	Each party named as a Controller in Schedule 1
Recitals	1 Each Holder and Controller agrees to not Deal in their Restricted Securities and Controller Interests during the Escrow Period on the terms of this deed. 2 Each Holder and Controller will be released from restrictions on Dealing in their Restricted Securities and Controller Interests as set out in this deed.

This deed witnesses as follows:

HERBERT SMITH FREEHILLS

1 Definitions and interpretation

1.1 Definitions

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

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited (ACN 008 624 691) or the market it operates, as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Board	the board of directors of the Company.
Business Day	a day on which banks are open for business in Victoria, other than a Saturday, Sunday or public holiday in Victoria.
Company CDI	fully paid CHESS Depositary Interests over fully paid ordinary shares in the Company.
Controller Interest	in respect of a Controller, the securities, economic interests or other interests in the relevant Holder or the Restricted Securities in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, as set out in item 2 of Schedule 1.
Corporations Act	*Corporations Act 2001* (Cth).
Dealing	in respect of any Restricted Security or Controller Interest, means to directly or indirectly: 1 sell, assign, transfer or otherwise Dispose of, or agree or offer to sell, assign, transfer or otherwise Dispose of, that Restricted Security or Controller Interest or any legal, beneficial or economic interest in that Restricted Security or Controller Interest; 2 create, or agree or offer to create, any Security Interest in that Restricted Security or Controller Interest or any legal, beneficial

Term	Meaning
	or economic interest in that Restricted Security or Controller Interest; 3 enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise Dispose of that Restricted Security or Controller Interest; 4 do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or Controller Interest or any legal, beneficial or economic interest in that Restricted Security or Controller Interest; or 5 agree to any of these things. **Deal** and **Dealt** each have a corresponding meaning.
Dispose	has the meaning given to that term in the Listing Rules.
Escrow Period	the period commencing on the date of this deed and ending on the earlier of: 1 the date that is 12 months after the date of this deed; 2 the date on which the Restricted Securities may be Dealt with in accordance with the terms and conditions set out in clause 3; or 3 the date that this deed is validly terminated in accordance with its terms.
Governmental Agency	any government (in any jurisdiction, whether federal, state, territorial or local), or representative of a government (including any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or in which any government is interested) or any governmental, semi-governmental, administrative, fiscal, regulatory, self-regulatory or judicial body, department, commission, authority, tribunal, agency, competition authority or entity in Australia. It includes without limitation, ASIC, any non-government regulatory authority including the ASX and any other stock exchange.
Holding Lock	has the meaning given in section 2 of the Settlement Operating Rules.
Issuer Sponsored Subregister	has the meaning given to that term in the Settlement Operating Rules.
Listing Rules	the listing rules of the ASX and any other rules of the ASX that are applicable while the Company is admitted to the official list of the

Term	Meaning
	ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX.
Restriction Deed	a restriction deed entered into between the Company and one or more securityholders of the Company under which Shares are subject to restrictions on Dealing.
Restricted Securities	1 in relation to a Holder, the Company CDIs identified as 'Restricted Securities' in relation to that Holder in Schedule 1; and 2 any securities in the Company attaching to or arising out of those Company CDIs.
Security Interest	an interest or power: 1 reserved in or over an interest in any securities including, but not limited to, any retention of title; 2 created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and 3 any agreement to grant or create any interest or power referred to in paragraphs 1 or 2 of this definition.
Settlement Operating Rules	the operating rules of ASX Settlement.
Share	an ordinary fully paid share in the Company.
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	a 'trading day' as defined in the Listing Rules.

1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

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

(b) a reference to a party includes its successors, personal representatives and transferees;

(c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;

(d) every warranty or agreement (express or implied) in which more than one person is joined, binds them individually and any combination of them as a group;

(e) references to "applicable law" include all laws and regulations of jurisdictions applicable to the Company, or its related bodies corporate, as the case may be (including the Corporations Act and any other laws and regulations of a jurisdiction outside Australia), and rules, policies, official directives, orders or requirements of any Governmental Agency, including the Listing Rules, Settlement Operating Rules and the applicable listing requirements of the ASX, except to the extent compliance is modified, waived or exempted in favour of a person in the relevant circumstances; and

(f) the schedules form part of this deed.

1.3 Compliance with Listing Rules

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

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

(b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;

(c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);

(d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;

(e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and

(f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 3, each Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Controller restrictions during Escrow Period

Subject to clause 3, each Controller must not Deal in the Controller Interests during the Escrow Period.

2.3 Holding Lock

The parties acknowledge and agree that:

(a) as soon as practicable following the issue of the Restricted Securities to the Holder, the Restricted Securities will be registered and held for the Holder on the Issuer Sponsored Subregister;

(b) the Company will apply a Holding Lock to the Restricted Securities as soon as practicable after registration of the Restricted Securities on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and

(c) the Company will do all things necessary to ensure that the Holding Lock is released:

(1) to the extent necessary to permit Dealings in Restricted Securities permitted by this deed; and

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

including notifying ASX that the Restricted Securities will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

2.4 Escrow restrictions

The parties acknowledge and agree that:

(a) the Company will note on the Share Register the restrictions contained in clause 2.4(b) of this deed;

(b) if the Restricted 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], OTHER THAN IN ACCORDANCE WITH THE TERMS OF THAT ARRANGEMENT."; and

(c) the Company will remove the note on the Share Register referred to in clause 2.4(a) and, if the Restricted Securities are in certificated form, issue new certificates for such Restricted Securities omitting the restrictive legend referred to in clause 2.4(b):

(1) to the extent necessary to permit Dealings of the Restricted Securities permitted by this deed; and

(2) in full at the conclusion of the Escrow Period.

HERBERT SMITH FREEHILLS

3 Release and exceptions

3.1 Release from Dealing restrictions

Without limiting clause 3.2, during the Escrow Period:

(a) upon written application by the Holder to the Board, the Board may, at its absolute discretion, vary the terms on which Restricted Securities and Controller Interests may be Dealt with, provided that the Board may not vary the terms on which Restricted Securities and Controller Interests may be Dealt with in a manner that would be less favourable to the Holder or its Controller than the terms of this deed.

3.2 General exceptions

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

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

(2) the transfer or cancellation of the Restricted 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 Restricted 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 Restricted Securities under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Restricted Securities not so transferred or cancelled.

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

(c) During the Escrow Period, each Holder and Controller may dispose of any or all Restricted Securities or Controller Interests (as applicable) to another person if the following conditions are met:

(1) the disposal does not involve any change in the beneficial ownership of the Restricted Securities; and

(2) the transferee, each of its controllers and the Company enter into a deed equivalent to this Restriction Deed for the duration of the Escrow Period.

(d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Restricted 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 Restriction Deed in

substantially the same terms as this deed in respect of the Restricted Securities or Controller Interests.

3.3 Notice

If a Holder or Controller becomes aware:

(a) that a Dealing in any Restricted Securities or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or

(b) of any matter which is likely to give rise to a Dealing in any Restricted Securities or Controller Interests during the Escrow Period,

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

4 Warranties and representations

4.1 Warranties

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

(a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;

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

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

(d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:

(1) any applicable law, regulation or authorisation;

(2) its constitution or other constituent documents; or

(3) any agreement, undertaking, Security Interest or document that is binding on it;

(e) prior to the Escrow Period, it has not done, or omitted to do, any act that would result in it Dealing in Restricted Securities such that it will take effect during the Escrow Period in contravention of this deed;

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

(g) there is no person who has any economic or beneficial interest in the equity or Restricted Securities of the Holder other than the Controller;

(h) the Holder holds their Restricted Securities and the Controller holds their Controller Interests;

(i) their Restricted Securities are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company;

(j) the Restricted Securities are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company; and

(k) the Controller Interests are all their securities, economic interests or other interests in the Holder or the Restricted Securities in which the Controller has an interest.

4.2 Acknowledgment

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

4.3 Survival of representations and warranties

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

5 Consequences of breaching this deed

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

(1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and

(2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Securities.

(b) If a Holder or Controller breaches this deed, the Holder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.

(c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each Holder and Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce a Holder's or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed may not be amended without the prior written consent of the parties.

7 General

7.1 Governing law and jurisdiction

(a) This deed is governed by the laws of Victoria, Australia.

(b) Each of the parties irrevocably:

(1) submits to the non-exclusive jurisdiction of the courts of Victoria, Australia;

(2) waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum; and

(3) waives any immunity in respect of its obligations under this deed which that party may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service of notice, attachment prior to judgment, attachment in aid of execution or execution.

7.2 Counterparts

This deed may be executed in any number of counterparts that together will constitute one instrument. A party may execute this deed by signing any counterpart.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A Notice is regarded as given by a party to another party, at the time of:

(a) delivery of that Notice to the address of the other party; or

(b) by sending an email to the email address specified in the address of that other party,

unless in the case of email:

(c) the device from which that Notice is transmitted indicates that the email was not successfully sent; or

(d) that Notice is delivered or transmitted other than during Business Hours, in which case, that Notice is regarded as given by that party at the beginning of the next Business Hour.

7.5 Time of essence

Time is of the essence to this deed.

HERBERT SMITH FREEHILLS

Schedule 1

Holders, Controllers and Restricted Securities

Item 1 – Holders (including name and address details)	Item 2 – Controllers (including name and address details)	Item 3 – Restricted Securities
James Freeman 30 KATRINA COURT, LINDISFARNE TAS 7015 airmedical@gmail.com	N/A	3,028,719
The Hospitals Contribution Fund of Australia Ltd **ACN 000 026 746** HCF House, 403 George Street, Sydney NSW 2000 Attn: Sheena Jack, CEO & Managing Director sjack@hcf.com.au	N/A	2,245,236

Item 1 – Holders (including name and address details)	Item 2 – Controllers (including name and address details)	Item 3 – Restricted Securities
Sycamore Nominees Pty Ltd **ACN 005 128 058** Attn: Dr Andrew Pascoe 6 REDCOURT AVENUE, ARMADALE 3143 andrew@apehg.com	**Andrew Bruce Pascoe** 6 Redcourt Avenue Armadale VIC 3143	1,257,573
Health Essentials Pty Limited **ACN 095 636 865** Attn: Rachel Lunn, Level 21, Grosvenor Place, 225 George Street, Sydney NSW 2000 Rachel.Lunn@scs.com.au	**Sonic Clinical Services Pty Ltd** **ACN 083 519 377** Attn: Rachel Lunn GPO BOX 7009, SYDNEY NSW 2001 Rachel.Lunn@scs.com.au	1,038,864
Allyear Pty Ltd **ACN 105 776 252** Attn: Dr Peter Connaughton PO BOX 8358 ANGELO STREET, SOUTH PERTH WA 6151 connaughton@bigpond.com	**Peter Anthony Connaughton** 166 Hensman Road, Shenton Park WA 6008	820,156

Item 1 – Holders (including name and address details)	Item 2 – Controllers (including name and address details)	Item 3 – Restricted Securities
A.C.N. 122 201 110 Pty Ltd **ACN 122 201 110** Attn: Max Reed 55A. Sandy Bay Road ,Battery Point. 7004 maxreed44@gmail.com	**Maxwell Reed** 55A Sandy Bay Road, Battery Point TAS 7004 maxreed44@gmail.com	732,282
Sarah Eileen Richardson 37 SANDPIPER DRIVE, MIDWAY POINT TAS 7171 sarah@gp2u.com.au	N/A	306,582
Greystanes Pty Ltd **ACN 009 509 684** Attn: Dr John Freeman 14 DRESDEN STREET, SANDY BAY TAS 7005 aldjohn@gmail.com	**John William Freeman** 14 DRESDEN STREET, SANDY BAY TAS 7005 aldjohn@gmail.com	273,385
David Lytton 233 TINDERBOX ROAD, TINDERBOX TAS 7054 djlaqua21@gmail.com	N/A	240,189

Item 1 – Holders (including name and address details)	Item 2 – Controllers (including name and address details)	Item 3 – Restricted Securities
Hamadin SF Pty Ltd **ACN 159 197 127** Attn: Ramsey Hamadin 3 CURTIS CRESCENT, MOOREBANK NSW 2170 r_hammo11@hotmail.com	**Ramsey Hamadin** 1 Wupawn Place Banora Point NSW 2486 r_hammo11@hotmail.com	120,094
Carolyn Oliver 30 KATRINA COURT, LINDISFARNE TAS 7015 carolynoliver01@gmail.com	N/A	60,535
R.G. Hazell Pty Ltd **ACN 009 586 378** Attn: Robert Hazell GPO BOX 1681, HOBART TAS 7001 Robert.Hazell@hazellbros.com.au	**Robert George Hazell** GPO BOX 1681, HOBART TAS 7001 Robert.Hazell@hazellbros.com.au	60,535
Paul Burnham Swifte ATF Swifte Trust Attn: Paul Swifte PO Box 286, NORTH HOBART TAS 7002 paul@insurancemasters.com.au	**Paul Burnham Swifte** PO Box 286, NORTH HOBART TAS 7002 paul@insurancemasters.com.au	60,535
Bandgold Pty Ltd **ACN 076 948 304** Attn: Alan Richmond 98 BROMFIELD DRIVE , BONOGIN QLD 4213 richmond_alan@hotmail.com	**Alan Mark Richmond** 98 BROMFIELD DRIVE , BONOGIN QLD 4213 richmond_alan@hotmail.com	54,677

Item 1 – Holders (including name and address details)	Item 2 – Controllers (including name and address details)	Item 3 – Restricted Securities
Baronreef Pty Ltd **ACN 076 741 350** Attn: John Richmond 371 MERSEY MAIN ROAD, TARLETON TAS 7310 richmondjay@netspace.net.au	**John Charles Richmond** 371 MERSEY MAIN ROAD, TARLETON TAS 7310 richmondjay@netspace.net.au	54,677
John Geoffrey Walker PO BOX 3030 , PRAHRAN EAST VIC 3181 wiww@me.com	N/A	54,677
Iain Mc Donald 11 ROSANNA COURT, CLAREMONT 7011 iain@gp2u.com.au	N/A	27,339
Marion Clarke 3 Bowden Street Glenorchy 7010 and marion_clarke@outlook.com	N/A	27,338
Alan Haggai Alavi 3 BILLETT COURT, SORELL TAS 7172 alan@gp2u.com.au	N/A	48,819
Jillian Jackson and Grant Jackson Attn: Jillian Jackson 83 KING STREET, SANDY BAY TAS 7005 / PO BOX 630 SANDY BAY TAS 7006 jillyajackson@gmail.com	N/A	42,961

HERBERT
SMITH
FREEHILLS

Signing page

Executed as a deed

Executed as a deed by **DOCTOR CARE ANYWHERE GROUP PLC**

acting by JONATHAN BAINES, a director
and BAIJU THAICAR, a director

SIGNATURE OF JONATHAN BAINES

Director

SIGNATURE OF BAIJU THAICAR

Director

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by
James Freeman

sign here ► 

print name Dr James A D Freeman

Holder

Signed sealed and delivered by
The Hospitals Contribution Fund of Australia Ltd (ACN 000 026 746)
by

sign here ► _____
Company Secretary/Director

print name _____

sign here ► _____
Director

print name _____

Holder

Signed sealed and delivered by
Sycamore Nominees Pty Ltd (ACN 005 128 058)
by

sign here ► _____

print name _____

Controller

Signed sealed and delivered by
Andrew Bruce Pascoe

sign here ► _____

print name _____

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by
James Freeman

sign here ► _____

print name _____

Holder

Signed sealed and delivered by
The Hospitals Contribution Fund of Australia Ltd (ACN 000 026 746)
by

sign here ► _____ *sign here* ► _____

Company Secretary Director

print name Nathan Francis *print name* Sheena Jack

Holder

Signed sealed and delivered by
Sycamore Nominees Pty Ltd (ACN 005 128 058)
by

sign here ► _____

print name _____

Controller

Signed sealed and delivered by
Andrew Bruce Pascoe

sign here ► _____

print name _____

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
James Freeman

sign here ► _____

print name _____

Holder

Signed sealed and delivered by
The Hospitals Contribution Fund of Australia Ltd (ACN 000 026 746)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name _____ *print name* _____

Holder

Signed sealed and delivered by
Sycamore Nominees Pty Ltd (ACN 005 128 058)
by

sign here ► _____

print name Andrew Bruce Pascoe

Controller

Signed sealed and delivered by
Andrew Bruce Pascoe

sign here ► _____

print name Andrew Bruce Pascoe

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by
Health Essentials Pty Limited (ACN 095 636 865)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name Rachel Elizabeth Lunn *print name* GERARD FOLEY

Controller

Signed sealed and delivered by
Sonic Clinical Services Pty Ltd (ACN 083 519 377)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name Rachel Elizabeth Lunn *print name* GERARD FOLEY

Holder

Signed sealed and delivered by
Allyear Pty Ltd (ACN 105 776 252)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name _____ *print name* _____

Controller

Signed sealed and delivered by
Peter Anthony Connaughton

sign here ► _____

print name _____

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by
Health Essentials Pty Limited (ACN 095 636 865)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name _____ *print name* _____

Controller

Signed sealed and delivered by
Sonic Clinical Services Pty Ltd (ACN 083 519 377)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name _____ *print name* _____

Holder

Signed sealed and delivered by
Allyear Pty Ltd (ACN 105 776 252)
by

sign here ► P Connaughton *sign here* ► _____
Company Secretary/Director Director

print name Peter Connaughton *print name* _____

Controller

Signed sealed and delivered by
Peter Anthony Connaughton

sign here ► P Connaughton

print name Peter Connaughton

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
A.C.N. 122 201 110 Pty Ltd (ACN 122 201 110)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name MAXWELL REED *print name* _____

Controller

Signed sealed and delivered by
Maxwell Reed

sign here ► _____

print name MAXWELL REED.

Holder

Signed sealed and delivered by
Sarah Eileen Richardson

sign here ► _____

print name _____

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
A.C.N. 122 201 110 Pty Ltd (ACN 122 201 110)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name _____ *print name* _____

Controller

Signed sealed and delivered by
Maxwell Reed

sign here ► _____

print name _____

Holder

Signed sealed and delivered by
Sarah Eileen Richardson

sign here ► _____

print name Sarah Richardson

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
Greystanes Pty Ltd (ACN 009 509 684)
by

sign here ► _____
Sole Director and sole Company Secretary

print name John Freeman

Controller

Signed sealed and delivered by
John William Freeman

sign here ► _____

print name _____

Holder

Signed sealed and delivered by
David Lytton

sign here ► _____

print name _____

DocuSign Envelope ID: 5F67CA9D-BE4D-4141-BB90-F344A0ED87BB

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by **Greystanes Pty Ltd (ACN 009 509 684)** by

sign here ► _____

Sole Director and sole Company Secretary

print name _____

Controller

Signed sealed and delivered by **John William Freeman**

sign here ► _____

print name _____

Holder

Signed sealed and delivered by **David Lytton**

sign here ► DocuSigned by: _____

EDE4DD50BF5E420...

David Lytton

print name _____

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by
Hamadin SF Pty Ltd (ACN 159 197 127)
by

sign here ► _____ *sign here* ► _____

Company Secretary/Director Director

print name RAMSEY HAMADIN *print name* _____

Controller

Signed sealed and delivered by
Ramsey Hamadin

sign here ► _____

print name RAMSEY HAMADIN

Holder

Signed sealed and delivered by
Carolyn Oliver

sign here ► _____

print name _____

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by
Hamadin SF Pty Ltd (ACN 159 197 127)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name _____ *print name* _____

Controller

Signed sealed and delivered by
Ramsey Hamadin

sign here ► _____

print name _____

Holder

Signed sealed and delivered by
Carolyn Oliver

sign here ► _____

print name Carolyn Oliver

DocuSign Envelope ID: 161FC89F-3A8A-405A-9303-354EE3BDE8FD

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by **R.G. Hazell Pty Ltd (ACN 009 586 378)** by

sign here ► DocuSigned by: 16940DB15036440...

Sole Director and sole Company Secretary

print name Robert Hazel

Controller

Signed sealed and delivered by **Robert George Hazell**

sign here ► DocuSigned by: 16940DB15036440...

print name Robert Hazel

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
Paul Burnham Swifte ATF Swifte Trust
by

sign here ► _____

print name PAUL SWIFTE

Controller

Signed sealed and delivered by
Paul Burnham Swifte

sign here ► _____

print name _____

Holder

Signed sealed and delivered by
Bandgold Pty Ltd (ACN 076 948 304)
by

sign here ► _____ *sign here* ► _____
Company Secretary/Director Director

print name _____ *print name* _____

Controller

Signed sealed and delivered by
Alan Mark Richmond

sign here ► _____

print name _____

DocuSign Envelope ID: 129B198C-C2FC-4282-9DE5-F5491C66BD52

HERBERT SMITH FREEHILLS

Holder

Signed sealed and delivered by
Paul Burnham Swifte ATF Swifte Trust
by

sign here ► _____

print name _____

Controller

Signed sealed and delivered by
Paul Burnham Swifte

sign here ►

print name

Holder

Signed sealed and delivered by
Bandgold Pty Ltd (ACN 076 948 304)
by DocuSigned by: Alan Richmond DD6639D3C22D446...

sign here ► _____ *sign here* ► _____

Company Secretary/Director Director

print name Alan Richmond *print name* _____

Controller

Signed sealed and delivered by
Alan Mark Richmond

sign here ► DocuSigned by: Alan Richmond DD6639D3C22D446...

print name Alan Richmond

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by **Baronreef Pty Ltd (ACN 076 741 350)** by

sign here ► _____
Sole Director and sole Company Secretary

print name John Charles Richmond.

Controller

Signed sealed and delivered by **John Charles Richmond**

sign here ► _____

print name John Charles Richmond

Holder

Signed sealed and delivered by **John Geoffrey Walker**

sign here ► _____

print name _____

Holder

Signed sealed and delivered by **Iain Mc Donald**

sign here ► _____

print name _____

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
Baronreef Pty Ltd (ACN 076 741 350)
by

sign here ▸ _____
Sole Director and sole Company Secretary

print name _____

Controller

Signed sealed and delivered by
John Charles Richmond

sign here ▸ _____

print name _____

Holder

Signed sealed and delivered by
John Geoffrey Walker

sign here ▸ _____

print name JOHN GEOFFREY WALKER

Holder

Signed sealed and delivered by
Iain Mc Donald

sign here ▸ _____

print name _____

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
Baronreef Pty Ltd (ACN 076 741 350)
by

sign here ►

Sole Director and sole Company Secretary

print name

Controller

Signed sealed and delivered by
John Charles Richmond

sign here ►

print name

Holder

Signed sealed and delivered by
John Geoffrey Walker

sign here ►

print name

Holder

Signed sealed and delivered by
Iain Mc Donald

sign here ►

print name Iain McDonald

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
Marion Clarke

sign here ▸ M. Clarke 08/09/21

print name Marion Clarke

Holder

Signed sealed and delivered by
Alan Haggai Alavi

sign here ▸ _____

print name _____

Holder

Signed sealed and delivered by
Jillian Jackson

sign here ▸ _____

print name _____

Holder

Signed sealed and delivered by
Grant Jackson

sign here ▸ _____

print name _____

HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
Marion Clarke

sign here ► _____

print name _____

Holder

Signed sealed and delivered by
Alan Haggai Alavi

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print name ALAN HAGGAI ALAVI

Holder

Signed sealed and delivered by
Jillian Jackson

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Holder

Signed sealed and delivered by
Grant Jackson

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HERBERT
SMITH
FREEHILLS

Holder

Signed sealed and delivered by
Marion Clarke

sign here ►

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Holder

Signed sealed and delivered by
Alan Haggai Alavi

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Holder

Signed sealed and delivered by
Jillian Jackson

sign here ► Jackson

print name Jillian Jackson

Holder

Signed sealed and delivered by
Grant Jackson

sign here ► G.T. Jackson

print name Grant Jackson