

DATED 16 March 2016

ONEVIEW HEALTHCARE PLC

and

GOODBODY TRUSTEES LIMITED

TRUST DEED AND RULES

OF THE

ONEVIEW HEALTHCARE PLC

RESTRICTED SHARE PLAN

Adopted by resolution of the Remuneration Committee on 16 March 2016

THIS DEED is made the 16 day of March 2016 between:

- (1) **ONEVIEW HEALTHCARE PLC** a company incorporated in Ireland under registration number 513842 having its registered office at Block 1, Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin (the **Company**, which expression shall include any other company, firm or person which as a result of reconstruction, amalgamation or otherwise may carry on or succeed to the business of the Company); and
- (2) **GOODBODY TRUSTEES LIMITED** a company incorporated in Ireland under registration number 118057 having its registered office at IFSC, 25-28 North Wall Quay, Dublin 1.

RECITALS

The Company is desirous of establishing the Oneview Healthcare Plc Restricted Share Plan (the **Plan**) being an employee share scheme as defined in section 64 of the Companies Act, 2014 under which Shares in Oneview Healthcare Plc may be awarded as Restricted Shares to Full-time Executive Directors and employees of the Group in accordance with the provisions hereinafter contained.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED as follows:

- A. The parties hereto hereby establish the Plan as the Oneview Healthcare Plc Restricted Share Plan with effect from the date hereof by the adoption of the trust provisions set out in Schedule 1 (the **Trust Deed**) and the rules of the Plan set out in Schedule 2 (the **Rules**) and such schedules are hereby deemed to be incorporated into this Deed.
- B. The Plan is established by the Company pursuant to a resolution of the Remuneration Committee passed on 16 March 2016 as an employee share scheme. The Plan will become effective on the Adoption Date.

This Deed and the Trust Deed and Rules are governed by and are to be construed in accordance with Irish law.

SCHEDULE 1

TRUST DEED

1. DURATION OF TRUST

The Plan, known as the "Oneview Healthcare Plc Restricted Share Plan" shall be operated and administered in accordance with this Trust Deed and the rules contained in Schedule 2 (the **Rules**) and for a period (the **Trust Period**) which will commence on the date hereof and will end on such date as the Company with the agreement of the Trustee may by deed declare to be the end of the Trust Period provided such date shall be after all the Restricted Shares awarded under the Plan have reached the end of the applicable Retention Period and been released from the trusts hereof.

2. INTERPRETATION, GOVERNING LAW AND JURISDICTION

Words and expressions defined in the Rules and the rules of construction set out therein will (where the context so admits) apply throughout this Trust Deed, and this Trust Deed and the Rules will be construed and take effect according to the laws of Ireland and any dispute thereon shall be heard in a Court in Ireland.

3. TRUSTEE COVENANTS

3.1. Subject as provided herein and in the Rules, the Trustee hereby covenants with the Company to apply such sums received for that purpose in the acquisition, in accordance with the Rules, of Shares, and to hold all such Shares and any other Shares transferred to them to be held under the Plan (once awarded), upon trust for the respective Participants entitled thereto, subject to the provisions of the Plan, but provided always that:

3.1.1. the Trustee shall not assign, charge, pledge as security for a loan or other debt, transfer or otherwise dispose of any Participant's Shares in any circumstances during the Retention Period applicable thereto (and will not transfer them to the Participant or otherwise) unless the circumstances mentioned in Section 128D(3)(c) of the Act apply;

3.1.2. the Trustee shall not dispose of any Participant's Shares after the end of the Retention Period applicable thereto except in accordance with Rule 5.3;

3.1.3. the Trustee shall deal with a Participant's Shares (and any right conferred in respect of any of his Shares to be allotted other shares, securities or rights of any description) only pursuant to a direction given by or on behalf of the Participant and shall act thereon only if such direction would comply with the provisions of the Plan, (including Clause 3.1.1 and Rule 5).

3.2. The Trustee shall at all times comply with their obligations to make the tax payments properly incurred by them in the course of operating the Plan.

3.3. As soon as practicable after any award of Restricted Shares to a Participant, the Trustee shall give him notice in writing thereof stating the number, description and Market Value of the Shares so appropriated and the Award Date applicable to those Restricted Shares.

3.4. Subject to clause 3.5 the Trustee shall distribute to a Participant or to the Company for onward transmission to the Participant, as soon as practicable following receipt, any money or other assets received by them in respect of or by reference to that Participant's Shares excluding:

3.4.1. any sum received by them on a sale of rights pursuant to Rule 10 and which is to be applied on the direction of the Participant concerned in financing the exercise of other such rights pursuant to a direction under that Rule (provided such direction does not breach the requirements of Section 128D(3)(c) of the Act); and

3.4.2. any securities comprising a new holding (as defined in section 584 of the Act), in which case, such new holding shall continue to be held by the Trustee as Restricted Shares on the same terms as the original Restricted Shares to which they relate.

3.5. Any dividends received by the Trustee in respect of Restricted Shares shall be paid to Participants prior to the end of the tax year in which they are received.

4. COMPANY'S COVENANTS

4.1. The Company covenants with the Trustee:

4.1.1. to pay to the Trustee, such sums as pursuant to this Deed are required to be paid to the Trustee; and

4.1.2. to carry out, or to procure to be carried out, such other covenants as pursuant to this Deed are required of it.

5. RECORD KEEPING

The Trustee shall, using information notified to it in writing by the Company, maintain such accounts and records as may be required for the proper operation of the Plan in accordance with statute and the general law and in particular as may be necessary to enable them to carry out their obligations under this Trust Deed and Rules.

6. PARTICIPANT'S LIABILITY TO INCOME TAX

Where a Participant becomes liable to income tax by reason of the occurrence of any event relating to such Participant's Shares, the Trustee shall inform the Participant of any facts known to them relevant to determining that liability.

7. TRUST EXPENSES

All costs and expenses of and incidental to the establishment and maintenance of the Plan (including any remuneration of the Trustee) will be payable by the Company.

8. AMENDMENTS TO TRUST DEED AND RULES

The Company may at any time with the concurrence of the Trustee, by deed supplemental hereto executed by the Company and the Trustee, amend, extend or revoke any of the provisions of this Trust Deed and the Rules in such manner as it may think fit and all provisions of any such supplemental deed will be binding on all Participants, but the foregoing power shall not be exercised so as to prevent the Plan from according with the requirements of Section 128D of the Act.

9. COMPANY TO SUPPLY INFORMATION

The Company shall supply the Trustee in writing with any information reasonably required by them for the purposes of the Plan. The Trustee may call for and shall be entitled and are hereby authorised to rely upon and accept as sufficient evidence of any fact or matter (upon which the Trustee may in exercise of any of the trusts, powers and provisions vested in them under the Plan require to be satisfied or to have information) a notification or certificate given on behalf of the Company as to any fact or matter prima facie within the knowledge of the Company, and the Trustee may rely and act upon any instruction received from the Board as evidenced by a copy of the appropriate resolution signed or purporting to be signed by the secretary or any director of the Company and the Trustee will in no way be bound to call for further evidence or be responsible for any loss that may be occasioned by acting on such notification certificate or instruction.

10. MAJORITY OF TRUSTEES RESIDENT IN IRELAND OR EEA STATE

No person, will be capable of being appointed a Trustee unless, following his appointment, the majority of the Trustee are resident in Ireland for the purposes of the laws of Ireland relating to the taxation of income and capital gains and any Trustee hereof must be resident in Ireland or another EEA State.

11. APPOINTMENT, REMOVAL AND INDEPENDENCE OF TRUSTEE

- 11.1. The Company will have power at any time by deed to appoint a new or additional Trustee or Trustee.
- 11.2. Subject to clause 13 of this Trust Deed, the Company will have power (which may be exercised by resolution of the Board) at any time to remove from office any Trustee (by notice in writing addressed to such Trustee) and the Trustee shall accord therewith by taking whatever further action may be necessary to give effect thereto. Notice of removal from office of any Trustee will be deemed to have been duly given if sent by post in a pre-paid cover to the Trustee's last known address and will be deemed to have been received 48 hours after posting.
- 11.3. The Company hereby declares and confirms the independence of the Trustee in the exercise of all of their functions and obligations under the Plan and undertakes that it will not influence them in any manner. The Trustee shall administer the Plan impartially and in accordance with this Trust Deed and the Rules of the Plan.

12. RESIGNATION BY TRUSTEE

The Trustee may, upon the expiry of six weeks (or such shorter period as the Company may allow) prior notice in writing given to the Company and the remaining Trustee (if any), resign office and thereupon cease to be a Trustee and will not be responsible for any costs incurred by such retirement.

13. TRUSTEE'S REMUNERATION

- 13.1. The Trustee (whether or not a professional or business person) shall be entitled to receive and retain:
- 13.1.1. such remuneration as may be agreed from time to time with the Company, and
- 13.1.2. to be repaid or recompensed for such reasonable expenses as may be incurred in the performance of his duties as Trustee without being liable to account for the same.

14. TRUSTEE'S INTERESTS IN THE PLAN

- 14.1. The Trustee and any director or other officer of the Trustee will not be precluded from underwriting, guaranteeing the subscription of, subscribing for or otherwise acquiring, holding or dealing with any debentures, debenture stock, shares or securities whatsoever of the Company, of any Subsidiary or any other company in which the Company or any Subsidiary may be interested, or of any holding company of the Company, or from entering into any contract or other transaction with the Company or any Subsidiary or any such other company, or being interested in any such contract or transaction; and they shall not be in any way liable to account to the Company or any Subsidiary or Participant for any profits made or benefits obtained by them thereby or in connection therewith. .
- 14.2. No decision of or exercise of a power by the Trustee will be invalidated or questioned on the ground that the Trustee had a direct or personal interest as a beneficiary under the Plan in the result of any such decision or in the exercising of any such power.

15. TRUSTEE'S MEETINGS AND RESOLUTIONS

- 15.1. The Trustee may in its discretion make rules for the constitution and regulation of their meetings and the keeping of minutes and otherwise conduct their affairs in such manner as it may deem appropriate and make such arrangements in relation to the administration of the Plan and the Participant's Shares

as they may consider advisable, provided that all meetings of the Trustee are held within Ireland or another EEA State.

- 15.2. A resolution in writing will be valid whether delivered by post, facsimile or electronic mail. In the case of a resolution by way of electronic mail, such resolution will be treated as if it were a resolution signed by the Trustee notwithstanding that no signature appears on the communication.

16. BANK ACCOUNTS

Any money received by the Trustee pursuant to the provisions of this Deed may be placed on current or deposit or any other account of a similar nature with a bank or other licensed deposit taking institution carrying on business in Ireland, and the Trustee will not be obliged to earn interest in respect of such money. Any bank account maintained by the Trustee in connection with the Plan may be operated by such Trustee or by any person or persons (not being Trustee), as the Trustee may, in its discretion, direct.

17. TRUSTEE'S POWERS

- 17.1. The Trustee will, in relation to the trusts, powers and discretions vested in it by these presents, have all the rights, powers and privileges conferred upon trustee by the general law and by statute, and by way of supplement it is expressly declared as follows:

- 17.1.1. the Trustee may for the proper administration and management of the Plan, from time to time, appoint such secretarial or executive officers or staff as they consider desirable, on such terms as they think fit;
- 17.1.2. the Trustee may from time to time delegate any business and the exercise of any of the trusts, powers, discretions and duties imposed on them under the Plan to any person (whether being a Trustee or not) or persons or fluctuating body of persons, and such delegation may be made upon such terms and conditions, including power to sub-delegate, and subject to such regulations as the Trustee may think fit, and the Trustee will not be bound to supervise the proceedings of any such delegate or sub-delegate, but notwithstanding any such delegation the Trustee will be and remain responsible for the administration of the Plan and for the acts of such persons to whom they may delegate duties in connection with the Plan (subject to clause 20 hereof);
- 17.1.3. the Trustee may employ and pay for the service of such registrars, solicitors or other professional or business advisers or agents generally as they consider desirable to advise on or transact or concur in transacting any business to be done in connection with the Plan or for the proper administration and management of the Plan or otherwise in connection therewith;
- 17.1.4. the Trustee may in relation to these presents act on the opinion or advice of, or any information obtained from, any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert whether obtained by the Company or by the Trustee or otherwise. Any such opinion, advice or information may be sent or obtained by letter, telegram, telex, facsimile transmission, email, telephone, radiogram or cablegram or other means and the Trustee will not be liable for acting on any opinion, advice or information purporting to be so conveyed although the same contains some error or is not authentic; and the Trustee may choose whether to act or not to act on any such opinion, advice or information, and they will not, subject to clause 20 of this Trust Deed, be liable for any loss arising as a result of the decision to act or not to so act;
- 17.1.5. the Trustee may at any time cause certificates for the Restricted Shares to be deposited for safekeeping with any one or more of the Trustee or a custodian or any other persons (including any company or corporation) on behalf of the Trustee on such terms as the Trustee determine including the power for any custodian to appoint a sub-custodian, and the Trustee may pay any expenses in connection therewith;

- 17.1.6. any costs, charges or expenses incurred by the Trustee in accordance with this clause will form part of the costs, charges and expenses necessarily incurred by them in the execution of the trusts of the Plan.

18. VALID RECEIPTS

The Trustee may give a valid and effectual receipt or discharge for the payment or transfer of any money or other property received by it.

19. TRUSTEE'S TO COMPLY WITH DIRECTIONS OF THE BOARD

The Trustee shall comply with any directions given by the Board and by a Participant pursuant to and in accordance with the Rules and shall not be under any liability in respect thereof to the Company or to any Participant.

20. TRUSTEE'S EXCLUSION FROM LIABILITY

In the execution of its trusts and powers, the Trustee shall not be liable for any loss to the property, assets, Shares or funds held by them under the Plan arising in consequence of the failure, depreciation or loss of any investments made in good faith or of any fraudulent or negligent act or omission of any duly appointed agent of the Trustee or by reason of any mistake or omission made in good faith or of any other matter or thing except wilful and individual fraud or negligence.

21. COMPANY INDEMNIFIES TRUSTEE

The Company shall keep the Trustee indemnified against any actions, claims and demands arising out of anything done or caused to be done by them (except where by wilful and individual fraud and wrong doing on the part of a Trustee, or negligence) in the exercise of the powers and discretions vested in them by this Deed and the Rules or otherwise arising howsoever out of, or in connection with, the preparation, administration, operation or termination of this Deed or the Rules, and in addition the Trustee will have the benefit of indemnities conferred upon Trustee generally by law.

22. SATISFACTION OF MONETARY OBLIGATIONS

- 22.1. The Trustee will not be liable to satisfy any monetary obligations under the Plan (including, but without prejudice to the generality of the foregoing, any monetary obligations to Participants) beyond the sums of money (including income (if any) arising from the investment thereof) from time to time in their hands or under their control as Trustee of the Plan and properly applicable for that purpose.
- 22.2. Except as herein expressly provided, the Trustee will be and is hereby authorised to assume without enquiry in the absence of knowledge by or express notice to them to the contrary that the Company and the Board are duly performing and observing all the covenants and provisions contained in these presents to be performed and observed, and, notwithstanding any knowledge by or notice to the Trustee of any breach of covenant or obligation by the Company it will be in the discretion of the Trustee whether to take any action or proceedings as to enforce the performance thereof, and in any case in which the Trustee decide to take any action or proceedings or to enforce the performance thereof they shall first be indemnified to their satisfaction by the Company against all proceedings, claims and demands to which the Trustee may thereby become liable and all costs, charges, expenses and liabilities which may thereby be incurred.

23. CLAIMS BY PARTICIPANTS

Any person who is entitled or prospectively entitled to any benefit under the Plan shall produce such evidence or information as may be reasonably required by the Trustee and until such evidence or information is produced the Trustee may withhold the payment of such benefit.

24. DETERMINATION OF THE PLAN

Upon the determination of the Plan, any Shares registered in the names of the Trustee to which any Participant is absolutely entitled shall be transferred to such Participant provided this would not be in breach of the requirements set out in Section 128D of the Act.

SCHEDULE 2

RULES OF THE PLAN

1. INTERPRETATION AND CONSTRUCTION

1.1. In these rules and in the Trust Deed:

"the Act" means the Taxes Consolidation Act, 1997 (as amended);

"Adoption Date" means the date upon which the Company is listed on the Stock Exchange;

"to appropriate" means to formally vest a beneficial interest (subject to the provisions of the Plan) in specific Shares in a Participant pursuant to these Rules, and the expression **appropriation** will be construed accordingly;

"ASX" means the main board of the Australian Stock Exchange;

"Award Date" means any date on which Shares are appropriated to Participants by the Trustee;

"Board" means the board of directors for the time being of the Company or the directors present at a duly convened meeting of the board of directors of the Company at which a quorum is present or a duly constituted committee of such board (including, for the avoidance of doubt, the Remuneration Committee);

"Company" means Oneview Healthcare Plc, a company incorporated in Ireland with the registered number 513842;

"Contract" means a contract or letter of participation in such form as may from time to time be settled by the Remuneration Committee;

"Dealing Day" means any day on which the Stock Exchange is open for the transaction of business;

"EEA State" has the same meaning as set out in Section 128D of the Act;

"Eligible Employee" means every individual who is, or has been, an employee of the Group or a Full-time Executive Director and who is designated by the Remuneration Committee as an Eligible Employee for the purposes of the Plan;

"Full-time Executive Director" means a director who is required under the terms of his contract of employment with a company which is a member of the Group to devote to his duties not less than 25 hours per week (excluding meal breaks);

"Good Leaver" means a Participant whose employment or office with the Group is terminated on account of:

- (i) Health Reasons;
- (ii) the transfer of the undertaking or part-undertaking in which the Participant is employed to a person other than a member of the Group;
- (iii) the company by which the Participant is employed ceasing to be under the Control of the Group;
- (iv) any other form of voluntary severance by agreement with the Company;
- (v) redundancy (within the meaning of the Redundancy Payments Acts 1967 to 2003); or

(vi) any other reason in the absolute discretion of the Remuneration Committee;

“Group” means the Company and its Subsidiaries;

“Health Reasons” means reasons of ill health which as certified by a medical practitioner (approved by the Board) compel a Participant to discontinue or alter the nature of his employment or office with the Group;

“Listing Rules” means such listing rules of the Stock Exchange as may be applicable to the Company, as amended from time to time;

“Market Value” shall be determined in accordance with section 548 of the Act;

“Participant” means any Eligible Employee to whom Shares have been appropriated and which continue to be Restricted Shares including (where the context so admits) any person in whom an interest in Restricted Shares or an entitlement thereto is or becomes vested;

“Participant’s Shares” in relation to any Participant means such Shares as have been or are deemed to have been appropriated to that Participant under the Plan as Restricted Shares and are for the time being held by the Trustee and (where the context so admits) includes any new shares issued in respect of or otherwise representing such Restricted Shares following a company reconstruction;

“Performance Conditions” means the conditions prescribed in the applicable Contract and includes the Performance Period;

“Performance Period” means the period in respect of which any Performance Condition is to be satisfied as set out in the applicable Contract and also referred to as a reference period;

“Plan” means the Oneview Healthcare Plc Restricted Share Plan as set out herein and amended from time to time;

“Remuneration Committee” means the duly constituted remuneration committee of the Board constituted to consider and review the remuneration and compensation of Full-time Executive Directors and employees of the Group;

“Restricted Share” any Share which has been appropriated in accordance with Rule 4 and continues to be held by the Trustee on behalf of a Participant during a Retention Period;

“Retention Period” in connection with any of a Participant's Shares means the period beginning on the Award Date applicable to such Shares (or such date on which such Shares are deemed to have been appropriated to him under the Plan) and ending 30 days after the third anniversary of that date, or such other period (between one and five years) as the Remuneration Committee may from time to time determine with respect to an appropriation of Shares provided always that such period shall be set out in the Contract relating to such Shares;

“Rules” means the rules contained in this Schedule 2 as amended from time to time;

“Share” means the ordinary shares of EUR0.001 each (or other amount resulting from any alteration in the capital structure of the Company taking effect during the period commencing on the Adoption Date and ending at the end of the Trust Period) in the capital for the time being of the Company;

“Stock Exchange” means ASX or any other recognised stock exchange on which Shares are traded and, if more than one, such stock exchange as the Remuneration Committee determines;

“Subsidiary” means any company which is controlled by the Company in accordance with section 432 of the Act;

“Trust Deed” means the trust provisions set out at Schedule 1 to this Deed as amended from time to time;

“Trustee” means the Trustee for the time being of the Plan;

“Year of Assessment” has the meaning assigned to it in section 2 of the Act.

1.2. Where the context so admits any reference in these Rules:

1.2.1. to the singular number will be construed as if it referred also to the plural number and vice versa;

1.2.2. to the masculine gender shall be construed as if it referred also to the feminine gender; and

1.2.3. to a statute or a statutory provision shall be construed as referring to that provision as amended or re-enacted, if applicable.

2. **ELIGIBILITY**

1.1. The Plan is available for Full-time Executive Directors and for employees of the Group who shall be nominated for that purpose by the Remuneration Committee.

1.2. The Remuneration Committee shall at its absolute discretion determine whether or not a person is a Full-time Executive Director or an employee of the Group.

1.3. No person shall be entitled as of right to participate in the Plan and the decision as to who shall have the opportunity of participating and the time and extent of his participation will, subject to the terms of the Plan, be made by the Remuneration Committee in its absolute discretion.

3. **LIMITATIONS ON GRANT OF AWARDS**

The number of Restricted Shares that may be allocated to Participants under the Plan on any day shall not exceed such number of Shares, or percentage of the number of Shares for the time being in issue, as determined by the Remuneration Committee having regard to (i) the number of Shares which are subject to options or other share based awards granted by the Company under any share incentive scheme operated by the Company from time to time and (ii) the Listing Rules of the Australian Securities Exchange and applicable law.

3.1. **Calculating limits**

For the avoidance of doubt:

3.1.1. Shares which shall have been the subject of awards of Restricted Shares which have been forfeited shall not be taken into account for the purposes of this Rule 3.

3.1.2. Shares acquired by the Trustee in conjunction with this Plan, which have been counted as issued or purchased on the market for the purposes of this Rule 3 shall not also be counted when they are delivered to Participants at the end of the Retention Period.

4. **APPROPRIATION OF RESTRICTED SHARES**

4.1. Following the establishment of the Plan, at any time provided compliance with the Listing Rules, the Company may specify to the Trustee that an Eligible Employee or Eligible Employees have been nominated to participate in the Plan, stating such whole number of Restricted Shares comprising the award together with the relevant Participant details, the applicable Retention Period, the Performance Conditions to be satisfied as a conditions of the Retention or forfeiture of some or all of the Restricted Shares in accordance with Rule 6 and the applicable Contract and any other terms and conditions applicable to the award of Restricted Shares.

- 4.2. The Company shall issue a Contract to each affected Eligible Employee who must sign such Contract in order to receive an appropriation of Restricted Shares under the Plan and the Contract must be returned duly completed by the Eligible Employee within the time specified by the Company when it is issued, which Contract shall also then be executed by the Company and the Trustee.
- 4.3. The Company shall procure that Shares shall be acquired by the Trustee:
- 4.3.1. by subscription for newly issued Shares;
 - 4.3.2. privately, (including from a Participant where such purchase would not breach any other Rule of the Plan; and/or
 - 4.3.3. if listed, on the Stock Exchange;
- for the benefit of such Eligible Employees as have been nominated to participate in the Plan and signed a Contract. In calculating such requirements the Company may take into account any unallocated Shares already held by the Trustee.
- 4.4. The Company shall bear the acquisition costs of Shares under Rule 4.3 (including any purchase or subscription price, stamp duty, commission and other acquisition costs of Shares) referable to its Eligible Employees and shall pay any sums required by the Trustee to affect such acquisition.
- 4.5. Following the acquisition of Shares by the Trustee in accordance with Rules 4.3 and 4.4 the Trustee shall appropriate such number of Restricted Shares as the Company shall specify to each Eligible Employee who has been nominated for participation, provided that Eligible Employee has entered into a Contract.
- 4.6. Any Restricted Shares appropriated to a Participant shall be held by the Trustee on trust for such Participant subject to and in accordance with this Trust Deed and Rules.
- 4.7. Unless the Remuneration Committee decides otherwise, the Trustee shall only appropriate Shares to an individual provided, on the Award Date, he is an Eligible Employee and if, on the Award Date, he is not under notice either given or received of termination of his employment.
- 4.8. The Trustee shall appropriate Shares to Participants as soon as practicable after the acquisition of such Shares and notify the Participants in accordance with Clause 3.3. of the Trust Deed.

5. DEALING WITH A PARTICIPANT'S SHARES

- 5.1. During the Retention Period applicable to any of a Participant's Shares, the Participant concerned shall permit them to remain registered in the name of the Trustee and shall not assign, charge, pledge as security for a loan or other debt, transfer or otherwise dispose of his beneficial interest therein except where the circumstances set out in Section 128D(3)(c) of the Act apply.
- 5.2. At any time before the end of the Retention Period applicable to any of a Participant's Shares, the Participant concerned must not direct the Trustee to assign, charge, pledge as security for a loan or other debt, transfer or otherwise dispose of any of such Shares except where the circumstances set out in Section 128D(3)(c) of the Act apply.
- 5.3. As soon as practicable, either on or after the end of the Retention Period applicable to a Participant's Shares, the Trustee shall either transfer the ownership of the Participant's Shares into his name or into the name of a nominee account specified by him (which may include an ASX nominee amount), or to the extent permitted by law or regulation, sell his Plan Shares if so instructed by the Participant and the Participant shall bear the associated costs of such sale or transfer as appropriated and provided always that it shall be the responsibility of the Participant to ensure that such sale or transfer is made in accordance with applicable laws or regulations including, but not limited to, the Listing Rules.
- 5.4. In the event of a Participant's death during the Retention Period, the provisions of Rule 7 shall apply.

5.5. Where:

- 5.5.1. a Participant assigns, charges or otherwise disposes of the beneficial interest in any of his Shares or whenever the beneficial interest in his Shares is vested in some other person, and
- 5.5.2. the assignment, charge, disposal or vesting is made from a holding or holdings of his Shares which were appropriated to him at different times,

then, for all the purposes of these Rules, the assignment, charge, disposal or vesting shall be treated as being of Restricted Shares which were appropriated earlier before those which were appropriated later.

6. FORFEITURE PROVISIONS

- 6.1. Save as provided for in Rules 6.4, 7, 8 and 12 or save as specifically set out in a Contract, provided that the Performance Conditions as set out in the Contract hereto are satisfied (if applicable) pursuant to a Contract entered into with a Participant, the Trustees will transfer to the Participant, and a Participant will be free to dispose of, his Restricted Shares at the end of the applicable Retention Period. If upon the expiration of the Retention Period the Remuneration Committee, in its sole discretion, determines that the Performance Conditions attaching to the Restricted Shares (if applicable) have not been met or have been partially met, the Participant's interest in the Restricted Shares will be amended, reduced or forfeited accordingly and the Participant shall forfeit all rights in relation to those Restricted Shares and shall not be entitled to receive, directly or indirectly, any consideration in money or money's worth on such forfeiture [and if this occurs the Trustee will transfer the Restricted Shares to be forfeited to such securities account as the Company may notify in writing.
- 6.2. The Remuneration Committee shall determine whether the Performance Conditions have been met by reference to the applicable Performance Period. The Remuneration Committee shall further determine the extent to which Performance Conditions shall be adjusted so that they are determined on a consistent and fair basis and on a basis which takes into account any material change in accounting policies or share capital or financial reporting period. In making any determination under this Rule 6.2 the Remuneration Committee may consider consulting with the Auditors.
- 6.3. In the application of Rule 6.1 where events have happened which cause the Remuneration Committee to consider that the existing constraints and/or conditions (as the case may be) have become unfair or impractical, they may, in their discretion (provided such discretion is exercised fairly and reasonably) amend, relax, waive or substitute such constraints or conditions so that such constraints or conditions so amended, relaxed, waived or substituted would, in the reasonable opinion of the Remuneration Committee be no more or less difficult to abide by or satisfy than when they were originally imposed or last amended or relaxed (as the case may be). After any such amendment, relaxation, waiver or substitution the Company shall issue to the Participant a replacement Contract or other notice amending the details specified in Rule 4.1.
- 6.4. If at any time prior to the expiration of the Retention Period a Participant's employment with the Group ceases other than (i) on the death of the Participant or (ii) in circumstances where the Participant is a Good Leaver, immediately upon such termination his/her interest in the Restricted Shares will be forfeited [and if this occurs the Trustee will transfer the Restricted Shares to be forfeited to such securities account as the Company may notify in writing and the value of the amount which shall be paid to the Participant in return for the acquisition of the beneficial interest in the Restricted Shares shall be the nominal value on the date of cessation of their employment unless otherwise determined by the Remuneration Committee.

7. DEATH

Upon the death of a Participant prior to the end of the Retention Period, the Remuneration Committee may in its absolute discretion decide to transfer a proportion of or the entire amount of Restricted Shares held in the trust

to the personal representatives of the deceased Participant on such terms and conditions as they may determine.

8. GOOD LEAVERS

In the event that prior to the end of the Retention Period a Participant's employment or office with the Group ceases, and such Participant is a Good Leaver, the Restricted Shares shall not be forfeited but shall remain in trust until the end of the Retention Period and at the end of the Retention Period the Remuneration Committee shall determine, based on the extent to which the Performance Conditions attaching to those Restricted Shares have been met, what proportionate part, if any, of the Restricted Shares shall be transferred to the Participant. If no determination is made by the Board under this Rule 8 the Restricted Shares shall be forfeited at the date of such termination.

9. VOTING RIGHTS IN RESPECT OF PARTICIPANTS' SHARES

- 9.1. The Trustee shall not exercise any voting rights on a show of hands (other than to request a poll) in respect of Participants' Restricted Shares.
- 9.2. The Trustee shall, on a poll in respect of a Participant's Shares, vote only in accordance with any direction given by that Participant in writing at least three working days (or such other period as the Trustee may from time to time determine) before the date on which those voting rights are exercisable, and in the absence of such a direction the Trustee shall not vote in respect thereof.
- 9.3. Prior to appropriation of any Restricted Shares, the Trustee, shall not exercise any voting rights attaching to them or (save as specifically provided in these Rules) transfer or agree to transfer the Shares or any securities allotted in respect of those Shares.
- 9.4. The Trustee will on request from a Participant provide him with copies of circulars, and other documents sent to holders of Shares which the Trustee has received and otherwise the Trustee shall have discretion whether to send shareholder notices and circulars to Participants and whether to seek voting directions (but shall do so where such notice or circular contains information which the Trustee in its discretion consider may have a material impact on a Participant's Shares).

10. RIGHTS ISSUES

- 10.1. In the event of the Company making an offer or invitation conferring any rights upon its members to acquire against payment additional securities or rights of any description in the Company, the Trustee shall seek each Participant's directions and shall act on any instructions received within the deadline for responses set by the Trustee provided such instructions do not breach the requirements of Section 128D of the Act and the Trustee will not be required to exercise any such rights except to the extent that they have been provided with the full amount payable on such exercise either by the Participant concerned or (with his authority) out of the net proceeds of the sale, nil paid, of another part of the rights attributable to that Participant's Shares.
- 10.2. If the Trustee receives any such offer or invitation as is referred to in Rule 10.1, they shall notify each Participant concerned of the rights which are attributable to his Restricted Shares. In the event that the Trustee receives no directions in accordance with Rule 10.1 in respect of such notification, the Trustee may at their discretion determine that:
 - 10.2.1. they will take no action in respect of the rights; or
 - 10.2.2. they will sell enough of the rights to enable the subscription of the balance of such rights,provided that all Participants entitled to such rights will be treated the same and that the Trustee's actions shall not breach Section 128D of the Act.

- 10.3. Any securities taken up by the Trustee on behalf of a Participant under Rule 10.1 or Rule 10.2 will form part of that Participant's Shares and will be deemed to have been appropriated at the same time as, and will be held by the Trustee on the same terms as, the Participant's Shares to which they relate.

11. CAPITALISATION ISSUES

In the event of the Company allotting any new securities by way of capitalisation to the Trustee in respect of any Participant's Shares, such new securities will, subject to the Act, form part of that Participant's Shares and will be deemed to have been appropriated at the same time as, and will be held by the Trustee on the same terms as, the Participant's Shares to which they relate.

12. TAKEOVERS AND OTHER TRANSACTIONS AFFECTING A PARTICIPANT'S SHARES

12.1. In the event that:

- 12.1.1. an offer is made to acquire any Participant's Shares (in this sub-Rule referred to as **original shares**) in circumstances such that acceptance thereof will result in a new holding (as defined in section 584 of the Act) being equated with such original shares for the purposes of capital gains tax;
- 12.1.2. an offer is made to acquire any Participant's Shares as part of a general offer made to holders of shares of the same class as the Participant's Shares or of shares in the Company for a cash consideration, with or without other assets, and is also made in the first instance on a condition such that, if it is satisfied, the person making the offer will have control of the Company (within the meaning of section 432 of the Act); or
- 12.1.3. a transaction is proposed which affects a Participant's Shares or such of them as may be of a particular class and such transaction would be entered into pursuant to a compromise, arrangement or scheme applicable to or affecting all the ordinary shares of the Company or, as the case may be, all the shares of the class in question;

then, notwithstanding any other provision of the Plan or Contract, the Trustee may, at the direction of the relevant Participant, accept such offer or, as the case may be, agree to such compromise arrangement or plan in respect of that Participant's Shares.

- 12.2. In the event that any offer is made or compromise, arrangement or plan proposed affecting any of a Participant's Shares which does not fall within Rule 12.1, then the Participant concerned may only direct the Trustee to accept or agree thereto to the extent that implementation thereof would not result in a breach of Rule 5 or of Section 128D of the Act.
- 12.3. The Trustee will promptly take all reasonable steps using information supplied by the Company to notify Participants of the principal terms of any offer, compromise or plan falling within this Rule, and in the absence of any direction from a Participant concerning how the Trustee should act thereon in respect of such Participant's Shares the Trustee shall not take any action in respect thereof.
- 12.4. In any of the following events:
- 12.4.1. if the Company ceases to carry on business and another body corporate, person or firm (whether in contemplation of or after such cessation of business) enters into an agreement with the Trustee to perform the obligations of the Company under the Trust Deed and the Rules;
 - 12.4.2. if the business or a part of the business of the Company is acquired by or vested in any other body corporate, person or firm and such other body corporate, person or firm enters into an agreement with the Trustee or is bound by virtue of or pursuant to any statutory provision or instrument made thereunder or any order of a Court or otherwise to perform the said obligations;

- 12.4.3. if the Company is dissolved by virtue of or pursuant to any statutory provision or any order of the Court made thereunder or otherwise, and another body corporate, person or firm is bound by virtue of or pursuant to any statutory provision or any order of the Court made thereunder or otherwise to perform the said obligations;
- 12.4.4. if the Company amalgamates or enters into any arrangement having the effect of amalgamation with any other body corporate, person or firm; or
- 12.4.5. if the Company desires to be discharged of its duties as the Company and any other body corporate, person or firm enters into an agreement with the Trustee to perform the said obligations;

then in any such event, (provided no breach of S128D of the Act results) by deed supplemental hereto in such form as the Company and the Trustee require the Company shall be thereby released from all the said obligations, and such other body corporate, person or firm as aforesaid shall be deemed to be substituted for the Company as the person liable to perform the said obligations, and the Trust Deed and the Rules shall henceforth have effect as if such other body corporate, person or firm had been a party to and had executed the Trust Deed in place of the Company and as if the reference to the Company in the Trust Deed and in the Rules were references to such other body corporate, person or firm (save where the context requires otherwise).

13. FRACTIONS ARISING FROM THE ISSUE OF NEW SECURITIES (BY REFERENCE TO A PARTICIPANT'S SHARES)

- 13.1. If the Trustee becomes entitled to receive any securities or other rights in respect of their holding of Participants' Shares, the Trustee shall allocate such securities or other rights concerned on a proportionate basis.
- 13.2. If the allocation should give rise to a fraction of a security or right, the Trustee shall retain such fractional shares for Participants until the end of the Retention Period of the Restricted Shares to which they relate, following which the Trustee shall round up and round down such fractional entitlements to the next whole share as they think fit.
- 13.3. Where the Trustee receives any new shares in respect of their holding of a Participant's Shares, the Trustee shall allocate the new shares to that Participant on a proportionate basis by reference to the relative times of appropriation of his Restricted Shares, and if the allocation should give rise to a fraction of a new share, the Trustee shall round the allocation up or down to the next whole new share as they think fit.

14. DIRECTIONS AND NOTICES

- 14.1. To be valid, any direction to the Trustee in respect of a Participant's Shares must be given by hand copy in writing and signed by or on behalf of the Participant concerned and, will only be effective when it is received by the Trustee.
- 14.2. Notwithstanding the foregoing, the Trustee may, at the risk of the Participant concerned, act on instructions given or purported to be given by electronic mail.
- 14.3. A direction complying with the provisions of the Plan once duly given and received as mentioned in Rule 14.1 (but subject to Rule 14.2) shall (subject to this Rule 14.3) be carried out by the Trustee as soon as practicable in accordance with its terms unless prior to their acting in respect thereof the Trustee receives written notice from the Participant revoking that direction. The Trustee shall incur no liability to a Participant (or to any such person as aforesaid) if they rely upon a direction or rely on a revocation purporting to have been duly given as aforesaid.
- 14.4. Any notification or other communication to be given to a Participant in connection with the Plan will be deemed to have been duly given if personally delivered or if sent either by electronic mail to the

Participant at the electronic mail address as shown in the Trustee' records for the time being, or, by post in a pre-paid cover to the Participant's address as shown in the Trustee' records for the time being or if sent to him at his place of work, and the Trustee and the Company will have no liability whatsoever to a Participant in respect of any notification, document, payment or other communication so given, sent or made, nor will the Trustee or the Company be concerned to see that any Participant actually receives the same.

- 14.5. All notices, notifications and certificates to be given by the Company to the Trustee under the Plan will be effective only upon receipt by the Trustee.

15. **TERMINATION**

- 15.1. The Plan may be terminated at any time by ordinary resolution of the Company or by resolution of the Board and shall in any event terminate on the [tenth] anniversary of the Adoption Date.
- 15.2. As from the date of any termination of the Plan under Rule 15.1 the Company shall not grant any further Awards but no such termination shall affect or modify any subsisting rights or obligations of the Participants in respect of any Awards already granted and notwithstanding such termination the Company shall continue to act, administer and manage the Plan in accordance with its terms.

16. **DAMAGES AND COMPENSATION**

- 16.1. Participants will not be entitled to any compensation or damages whatsoever or howsoever described by reason of any termination, withdrawal or alteration of rights or expectations under the Plan.
- 16.2. Under no circumstances will any Participant ceasing to be an employee or Full Time Executive Director be entitled to any compensation for any loss of any right or benefit or prospective right under the Plan, which he or she might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever.

17. **MISCELLANEOUS**

- 17.1. Any dividend received by the Trustee in respect of a Participant's Shares shall be paid to the Participant entitled before the end of the Year of Assessment in which it is received net of any tax deducted or deductible under applicable law and the Trustee shall be under no obligation to invest any such monies in an interest bearing account or otherwise prior to payment to the Participant. The Trustee shall provide the Participant with details of any tax withheld.
- 17.2. Any stamp duty payable on a transfer of a Participant's Shares to that Participant shall be paid by the Company, who will be entitled to claim reimbursement from the Participant concerned who, on a claim being made to him, shall forthwith reimburse the Company for the stamp duty discharged on his behalf. In the case of any other transfer, such stamp duty will be payable by the Participant concerned.
- 17.3. The Company may, by resolution of the Remuneration Committee, determine to suspend the making of new appropriations either temporarily or permanently. If such suspension is resolved to be permanent, no further Restricted Shares will be appropriated, but the provisions of the Plan in relation to Restricted Shares already appropriated will continue in full force and effect so far as this is possible in compliance with the applicable law and regulations.
- 17.4. The decision of the Remuneration Committee in any dispute or question affecting any Participant under this Plan (other than a dispute or question affecting the rights or liabilities of the Trustee) will be final and conclusive.
- 17.5. The Board may establish, by schedule appended hereto or otherwise, further plans based on the Plan but modified to take account of local tax, exchange control or securities laws in overseas territories

provided that Shares made available under such plans shall be treated as counting against the limits in Rule 3 as the same may be adjusted from time to time under the Plan.

- 17.6. Neither the Company nor the Trustee will be required to perform any obligation hereunder to the extent that such action would be contrary to any applicable enactment or regulation for the time being in force in Ireland.

18. **ERRORS AND OMISSIONS**

- 18.1. If as a result of an error or omission in the course of operating the Plan:

18.1.1. the Company fails to make a payment or a sufficient payment to or on behalf of the Trustee;
or

18.1.2. the number of Restricted Shares appropriated to any person on any occasion is found to be incorrect; or

18.1.3. any other unintended result or consequence is caused

and such errors or omissions cannot be corrected within any relevant period(s) specified in the Rules, the Company and the Trustee may, but shall not be obliged to, do all acts and things as may be agreed by them to rectify the error or omission notwithstanding that such actions may fall outside the time limits provided by or otherwise conflict with the other provisions of the Rules or the Trust Deed.

IN WITNESS whereof this Deed has been duly executed as a deed by the parties to it on the date set out at the beginning of this Deed.

Given under the Common Seal
of **ONEVIEW HEALTHCARE PLC**

in the presence of:

Director

Director/Secretary

Given under the Common Seal
of Goodbody Trustees Limited

in the presence of:

Director

Director/Secretary